

No. 6257

**UNITED STATES OF AMERICA
and
TUNISIA**

**Agricultural Commodities Agreement under Title I of the
Agricultural Trade Development and Assistance Act,
as amended (with exchange of notes). Signed at Tunis,
on 30 June 1961**

**Exchange of notes constituting an agreement correcting
the above-mentioned Agreement. Tunis, 8 and 14 Sep-
tember 1961**

Official texts: English and French.

Registered by the United States of America on 16 July 1962.

**ÉTATS-UNIS D'AMÉRIQUE
et
TUNISIE**

**Accord sur la fourniture de céréales, conclu en vertu du
titre I de la loi sur le développement des échanges
commerciaux et de l'aide en produits agricoles, telle
qu'elle est modifiée (avec échange de notes). Signé à
Tunis, le 30 juin 1961**

**Échange de notes constituant un accord rectifiant l'Accord
susmentionné. Tunis, 8 et 14 septembre 1961**

Textes officiels anglais et français.

Enregistrés par les États-Unis d'Amérique le 16 juillet 1962.

No. 6257. AGRICULTURAL COMMODITIES AGREEMENT¹
BETWEEN THE GOVERNMENT OF THE UNITED STATES
OF AMERICA AND THE GOVERNMENT OF TUNISIA
UNDER TITLE I OF THE AGRICULTURAL TRADE
DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED.
SIGNED AT TUNIS, ON 30 JUNE 1961

The Government of the United States of America and the Government of Tunisia :

Recognizing the desirability of expanding trade in agricultural commodities between their two countries and with other friendly nations in a manner which would not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries ;

Considering that the purchase for Tunisian dinars of agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade ;

Considering that the Tunisian dinars accruing from such purchase will be utilized in a manner beneficial to both countries ;

Desiring to set forth the understandings which will govern the sales, as specified below, of agricultural commodities to Tunisia pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended, (hereinafter referred to as the Act) and the measures which the two Governments will take individually and collectively on furthering the expansion of trade in such commodities :

Have agreed as follows :

Article I

SALES FOR TUNISIAN DINARS

1. Subject to the availability of commodities for programming under the Act and to issuance by the Government of the United States of America and acceptance by the Government of Tunisia of purchase authorizations, the Government of the United States of America undertakes to finance the sales for dinars, to purchasers authorized by the Government of Tunisia, of the following agricultural commodities in the amounts indicated :

¹ Came into force on 30 June 1961, upon signature, in accordance with article VI.

<i>Commodity</i>	<i>Export Market Value (Millions)</i>
Bread Wheat	\$11.0
Barley	2.1
Corn3
Ocean Transportation (estimated)	1.9
	TOTAL \$15.3

2. Applications for purchase authorizations will be made within 90 calendar days of the effective date of this Agreement, except that applications for purchase authorizations for any additional commodities or amounts of commodities provided for in an amendment to this Agreement will be made within 90 days of the effective date of such amendment. Purchase authorizations will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of the dinars accruing from such sale, and other relevant matters.

3. Purchase and shipment of the commodities mentioned above will be made within 12 calendar months of the effective date of this Agreement.

Article II

USES OF TUNISIAN DINARS

1. The dinars accruing to the Government of the United States of America as a consequence of sales made pursuant to this Agreement will be used in the following manner,

- a. For United States expenditures under subsections (a), (b), (c), (d), (e), (f) and (h) through (r) of Section 104 of the Act or under any of such subsections, 30 percent of the dinars accruing pursuant to this Agreement.
- b. For a grant to the Government of Tunisia under Section 104 (e) of the Act for financing such projects to promote balanced economic development as may be mutually agreed within the framework of the 10-year economic development plan for Tunisia 50 percent of the dinars accruing pursuant to this Agreement.
- c. For a loan to the Government of Tunisia under Section 104 (g) of the Act for financing such projects to promote economic development as may be mutually agreed, including projects not heretofore included in plans of the Government of Tunisia, 20 percent of the dinars accruing pursuant to this Agreement. The terms and conditions of the loan and other provisions will be set forth in a separate loan agreement.

2. In the event of non-utilization of the dinars for loan or grant purposes within three years from the date of this Agreement, the Government of the United States of America may use the dinars for any purpose authorized by Section 104 of the Act.

Article III

DEPOSIT OF TUNISIAN DINARS

1. The deposit of dinars to the account of the Government of the United States of America in payment for the commodities and for ocean transportation costs financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) shall be made at the rate of exchange for United States dollars generally applicable to import transactions (excluding imports granted a preferential rate) in effect on the dates of dollar disbursements by United States banks or by the Government of the United States of America, as provided in the purchase authorizations.

2. In the event that a subsequent Agricultural Commodities Agreement or Agreements should be signed by the two Governments under the Act, any refunds of dinars which may be due or become due under this Agreement more than two years from the effective date of this Agreement will be made by the Government of the United States of America from funds available from the most recent Agricultural Commodities Agreement in effect at the time of the refund.

Article IV

GENERAL UNDERTAKING

1. The Government of Tunisia agrees that it will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic purposes (except where such resale, transshipment or use is approved by mutual agreement of the two Governments) of the agricultural commodities purchased pursuant to the provisions of this Agreement and to assure that the purchase of such commodities does not result in increased availability of these or like commodities to nations unfriendly to the United States of America.

2. The two Governments agree that they will take reasonable precautions to assure that all sales or purchases of agricultural commodities made pursuant to this Agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

3. The Government of Tunisia will furnish, upon request of the Government of the United States of America, information on the progress of the program, parti-

cularly with respect to the arrival and condition of commodities and information relating to the exports of the same or like commodities.

Article V

CONSULTATION

The two Governments will, upon the request of either of them, consult regarding any matter relating to the application of this Agreement, or to operation of arrangements carried out pursuant to this Agreement.

Article VI

ENTRY INTO FORCE

The Agreement shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement.

DONE at Tunis in duplicate this 30th day of June, 1961.

For the Government
of the United States of America :

W. N. WALMSLEY
[SEAL]

For the Government
of Tunisia :

Ahmed BEN SALAH

EXCHANGE OF NOTES

ÉCHANGE DE NOTES

I

*The American Ambassador to the Tunisian
Secretary of State for Plan and Finance*

*L'Ambassadeur des États-Unis d'Améri-
que au Secrétaire d'État au Plan et aux
Finances de Tunisie*

Tunis, June 30, 1961

Excellency :

I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of Tunisia signed today¹ and to confirm my Government's understanding of the agreement reached in conversations which have taken place between representatives of our two Governments with respect to the conversion of dinars into other currencies and to certain other matters relating to the use of dinars accruing under the subject Agreement.

1. The Government of Tunisia will provide, upon request of the Government of the United States of America, facilities for the conversion of up to \$300,000 worth of dinars into other non-dollar currencies which will be utilized to finance agricultural market development activities of the Government of the United States of America in other countries under Section 104 (a) of the Agricultural Trade Development and Assistance Act, as amended.

The Government of the United States will do its best to bring about maximum use of these funds in one of the currencies of the countries and territories of the Franc zone.

2. The Government of the United States of America may utilize dinars in Tunisia to pay for international travel originating in Tunisia, or originating outside Tunisia when involving travel to or through Tunisia, including connecting travel, and for air travel within the United States or other areas outside Tunisia when it is part of a trip in which the traveler journeys from, to or through Tunisia. It is understood that these funds are intended to cover only travel by persons engaged in activities financed under Section 104 of the Agricultural Trade Development and Assistance Act, as amended.

3. The Government of Tunisia agrees that it will not export wheat, barley, corn or products derived from them, of either domestic or imported origin, until June 15, 1962 at the earliest or, if the cereals provided under the cited Agreement have not been utilized by June 15, 1962, not until 60 days after utilization is completed.

Notwithstanding this general export limitation, it is understood that the Government of Tunisia may export to its traditional markets, in the same period, approximately 1,700 metric tons of seed wheat and up to 50,000 metric tons of durum products, in terms of grain equivalent derived from commercial imports of durum. After confirmation by the Government of Tunisia of the commercial import of at least 50,000 metric tons of durum for any purpose, the Government of the United States of America will give consideration to specific proposals by the Government of Tunisia to obtain up to 50,000 metric tons of durum solely for domestic consumption needs by exchange with mutually acceptable Third Countries of wheat provided under the terms of the subject Agreement.

¹ See p. 86 of this volume.

4. With reference to Article II, Paragraph 1-A of the Agreement, 10 percent of the dinars accruing from the sales of the agricultural commodities will be reserved for loans to be made by the Import-Export Bank of Washington under Section 104 (e) of the Act and for administrative expenses of the Export-Import Bank of Washington, in Tunis incident thereto. It is understood that :

- (a) Such loans under Section 104 (e) of the Act will be made to United States business firms and branches, subsidiaries or affiliates of such firms in Tunisia for business development and trade expansion in Tunisia and to United States firms and Tunisian firms for the establishment of facilities for aiding in the utilization, distribution or otherwise increasing the consumption of and markets for United States agricultural products.
- (b) Loans will be mutually agreeable to the Export-Import Bank of Washington and the Government of Tunisia acting through the Secretariat of State for Plan and Finance (hereinafter referred to as the Secretariat). The Secretary of State for Plan and Finance or his designate will act for the Government of Tunisia and the President of the Export-Import Bank of Washington or his designate will act for the Export-Import Bank of Washington.
- (c) Upon receipt of an application which the Export-Import Bank is prepared to consider, the Export-Import Bank will inform the Secretariat of the identity of the applicant, the nature of the proposed business, the amount of the proposed loan and the general purposes for which the loan proceeds would be expended.
- (d) When the Export-Import Bank is prepared to act favorably upon an application, it will so notify the Secretariat and will indicate the interest rate and the repayment period which would be used under the proposed loan. The interest rate will be similar to that prevailing in Tunisia on comparable loans and the maturities will be consistent with the purposes of financing.
- (e) Within 60 days after the receipt of the notice that the Export-Import Bank is prepared to act favorably upon an application, the Secretariat will indicate to the Export-Import Bank whether or not the Secretariat has any objection to the proposed loan. When the Export-Import Bank approves or declines the proposed loan, it will notify the Secretariat.
- (f) In the event the dinars set aside for loans under Section 104 (e) of the Act are not advanced within three years from the date of this Agreement because the Export-Import Bank of Washington has not approved loans or because proposed loans have not been mutually agreeable to the Export-Import Bank of Washington and the Secretariat, the Government of the United States of America may use the dinars for any purpose authorized by Section 104 of the Act.

I shall appreciate receiving Your Excellency's confirmation of the above understandings.

Accept, Excellency, the renewed assurances of my highest consideration.

Walter N. WALMSLEY

H. E. Ahmed Ben Salah
Secretary of State for Plan and Finance
Tunis

- (c) Dès réception d'une demande que la Banque Export-Import est disposée à prendre en considération, la Banque Export-Import informera le Secrétariat d'État de l'identité du demandeur, la nature de l'opération proposée, le montant du prêt proposé et les buts généraux pour lesquels les fonds du prêt seraient dépensés.
- (d) Une fois que la Banque Export-Import sera décidée à donner une suite favorable à une demande, elle en notifiera le Secrétariat d'État et indiquera le taux d'intérêt et l'échéonnement des remboursements qui sera adopté pour le prêt en question. Le taux d'intérêt sera analogue à celui en vigueur en Tunisie pour des prêts similaires, et les échéances seront en rapport avec les buts du financement.
- (e) Dans un délai de soixante jours après la réception de l'avis favorable de la Banque Export-Import concernant une demande de prêt, le Secrétariat d'État indiquera à la Banque Export-Import s'il ne voit pas d'objection au prêt proposé. Lorsque la Banque Export-Import approuvera ou déclinera le prêt demandé, elle en notifiera le Secrétariat d'État.
- (f) Dans le cas où les dinars réservés pour les prêts à accorder au titre du Paragraphe 104 (e) de la Loi ne seraient pas avancés dans un délai de trois ans à partir de la date de cet Accord, parce que la Banque Export-Import de Washington n'a pas approuvé les prêts, ou parce que les prêts demandés n'ont pas été acceptés d'un commun accord par la Banque Export-Import de Washington et le Secrétariat d'État, le Gouvernement des États-Unis d'Amérique pourrait utiliser les dinars pour tout but autorisé par le paragraphe 104 de la Loi.

Veillez croire, Excellence, à l'expression de ma considération très distinguée.

Le Secrétaire d'État
au Plan et aux Finances :
Ahmed BEN SALAH

Monsieur l'Ambassadeur des États-Unis d'Amérique
Tunis

[ENGLISH VERSION]

Tunis, the 30 June 1961

Excellency,

I have the honor to refer to the Agricultural Commodities Agreement between the Government of Tunisia and the Government of the United States signed today, and to your note dated June 30, 1961, and to confirm my Government's understanding of the Agreement reached in conversations which have taken place between representatives of our two Governments with respect to the conversion of Dinars into other currencies and to certain other matters relating to the use of Dinars accruing under the subject Agreement.

[See note I]

Accept, Excellency, the renewed assurances of my highest consideration.

Ahmed BEN SALAH
Secretary of State for the Plan and Finance

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND TUNISIA CORRECTING THE AGRICULTURAL COMMODITIES AGREEMENT OF 30 JUNE 1961.² TUNIS, 8 AND 14 SEPTEMBER 1961

ÉCHANGE DE NOTES CONSTITUANT UN ACCORD¹ ENTRE LES ÉTATS-UNIS D'AMÉRIQUE ET LA TUNISIE RECTIFIANT L'ACCORD DU 30 JUIN 1961² SUR LA FOURNITURE DE CÉRÉALES. TUNIS, 8 ET 14 SEPTEMBRE 1961

I

The American Chargé d'Affaires ad interim to the Tunisian Secretary of State for Plan and Finance

Le Chargé d'Affaires par intérim des États-Unis d'Amérique au Secrétaire d'État au Plan et aux Finances de Tunisie

Tunis, September 8, 1961

Excellency :

I have the honor to refer to the Agricultural Commodities Agreement between the Governments of the United States of America and Tunisia signed in duplicate in the English and French languages on June 30, 1961 pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended, and to propose that the French text of the Agreement be amended as follows :

1) In paragraph 1 of Article III, insert the word "taux" before "préférentiel" and place a parenthesis after "préférentiel".

2) Delete paragraph 1 of Article IV in its entirety and substitute the following therefor : "1. Le Gouvernement Tunisien accepte de prendre toutes dispositions utiles pour empêcher la revente ou le transbordement vers d'autres pays, ou l'utilisation, autre que celle devant satisfaire les besoins intérieurs, des produits agricoles achetés en vertu des clauses de cet accord (sauf si la revente, le transbordement ou l'utilisation est spécifiquement approuvé conjointement par les deux Gouvernements) et pour s'assurer que l'achat de ces produits ne résulterait pas en un accroissement de ces produits ou de produits similaires dans les pays hostiles aux États-Unis d'Amérique."

If the foregoing is acceptable to Your Excellency's Government, it is proposed that this note together with Your Excellency's affirmative reply shall constitute an

¹ Came into force on 14 September 1961 by the exchange of the said notes and, in accordance with their provisions, became operative retroactively from 30 June 1961.

² See p. 85 of this volume.

¹ Entré en vigueur le 14 septembre 1961 par l'échange desdites notes et, conformément à leurs dispositions, mis en application avec effet rétroactif au 30 juin 1961.

² Voir p. 85 de ce volume.

Agreement between our two Governments on this matter to enter into force on the date of Your Excellency's note in reply, operative retroactively to June 30, 1961.

Accept, Excellency, the renewed assurances of my highest consideration.

Leo G. CYR

H. E. Ahmed Ben Salah
Secretary of State for Plan and Finance
Tunis

[TRADUCTION — TRANSLATION]

Tunis, le 8 septembre 1961

Monsieur le Secrétaire d'État,

[*Voir note II*]

Veillez agréer etc.

Leo G. CYR

Son Excellence Monsieur Ahmed Ben Salah
Secrétaire d'État au Plan et aux Finances
Tunis

II

The Tunisian Acting Secretary of State for Plan and Finance to the American Ambassador *Le Secrétaire d'État par interim au Plan et aux Finances de Tunisie à l'Ambassadeur des États-Unis d'Amérique*

Tunis, le 14 Septembre 1961

Excellence,

Vous avez bien voulu m'adresser le 8 Septembre 1961 la lettre suivante :

« J'ai l'honneur de me référer à l'Accord sur la Fourniture de Céréales conclu entre les Gouvernements Américain et Tunisien signé en double dans les langues anglaise et française le 30 Juin 1961, conformément au Titre I de la Loi sur le Développement des Échanges Commerciaux et de l'Aide en Produits Agricoles, telle qu'elle est modifiée, et de proposer que le texte français de l'Accord soit modifié comme suit :

1. Dans le paragraphe 1 de l'Article III, insérer le mot « taux » avant « préférentiel » et mettre une parenthèse après « préférentiel ».

2. Supprimer le paragraphe 1 de l'Article IV entièrement et y substituer ce qui suit : « 1. Le Gouvernement Tunisien accepte de prendre toutes dispositions utiles pour empêcher la revente ou le transbordement vers d'autres pays, ou l'utilisation autre que celle devant satisfaire les besoins intérieurs, des produits

agricoles achetés en vertu des clauses de cet accord (sauf si la revente le transbordement ou l'utilisation est spécifiquement approuvé conjointement par les deux Gouvernements) et pour s'assurer que l'achat de ces produits ne résulterait pas en un accroissement de ces produits ou de produits similaires dans les pays hostiles aux États-Unis d'Amérique. »

Si ce qui précède est agréé par le Gouvernement de votre Excellence, il est proposé que cette Note ainsi que la réponse affirmative de Votre Excellence constituent un Accord entre nos deux Gouvernements à ce sujet qui prendra effet à la date de la réponse de Votre Excellence, avec effet rétroactif au 30 Juin 1961. »

J'ai l'honneur d'accuser réception de votre lettre et de vous exprimer l'accord de mon Gouvernement sur les dispositions qu'elle contient.

Veillez croire, Excellence, à l'expression de ma considération très distinguée.

Le Secrétaire d'État
au Plan et aux Finances p. i. :
Ahmed NOUREDDINE

Monsieur l'Ambassadeur des États-Unis d'Amérique
Tunis

[TRANSLATION¹ — TRADUCTION²]

Tunis, September 14, 1961

Excellency :

You were good enough to send me the following note on September 8, 1961 :

[See note I]

I have the honor to acknowledge receipt of your note and to inform you that my Government agrees to the provisions contained therein.

Accept, Excellency, the assurance of my very distinguished consideration.

Ahmed NOUREDDINE
Acting Secretary of State for Plan and Finance

The Ambassador of the United States of America
Tunis

¹ Translation by the Government of the United States of America.

² Traduction du Gouvernement des États-Unis d'Amérique.