

No. 6445

**ISRAEL
and
UNITED STATES OF AMERICA**

**Exchange of notes constituting an Agricultural Commodities
Agreement. Tel Aviv, 14 June 1962, and Jerusalem,
28 August 1962**

Official text: English.

Registered by Israel on 18 December 1962.

**ISRAËL
et
ÉTATS-UNIS D'AMÉRIQUE**

**Échange de notes constituant un accord relatif aux produits
agricoles. Tel Aviv, 14 juin 1962, et Jérusalem, 28 août
1962**

Texte officiel anglais.

Enregistré par Israël le 18 décembre 1962.

No. 6445. EXCHANGE OF NOTES CONSTITUTING AN AGRICULTURAL COMMODITIES AGREEMENT¹ BETWEEN ISRAEL AND THE UNITED STATES OF AMERICA. TEL AVIV, 14 JUNE 1962, AND JERUSALEM, 28 AUGUST 1962

I

THE FOREIGN SERVICE OF THE UNITED STATES OF AMERICA

Tel Aviv, June 14, 1962

No. 47

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 Israel signed on April 29, 1955² as supplemented by an Agreement signed June 15, 1955,³ and to the Agricultural Commodities Agreement between our two Governments signed on November 10, 1955,⁴ as amended by an exchange of notes dated January 31, 1956⁵ and by a further exchange of notes signed April 9 and 10, 1957,⁶ and the Amendatory Agreement signed on February 10, 1956,⁷ and to the Agricultural Commodities Agreement between our two Governments signed on September 11, 1956,⁸ and to the Agricultural Commodities Agreement between our two Governments signed on November 7, 1957,⁹ as amended by an exchange of notes dated January 29 and February 4, 1958,¹⁰ and to a further exchange of notes on June 30, 1958,¹¹ and to the exchange of notes dated August 28, 1958,¹² further amending Agreements of April 29, 1955, November 10, 1955, September 11, 1956 and November 7, 1957.

Article I of the Agreement of April 29, 1955, as supplemented, provided that the Government of the United States of America would finance sales for Israel

¹ Came into force on 28 August 1962 by the exchange of the said notes.

² United Nations, *Treaty Series*, Vol. 261, p. 331 ; Vol. 263, p. 426, and Vol. 314, p. 356.

³ United Nations, *Treaty Series*, Vol. 263, p. 426.

⁴ United Nations, *Treaty Series*, Vol. 240, p. 3 ; Vol. 241, p. 538 ; Vol. 288, p. 374, and Vol. 314, p. 348.

⁵ United Nations, *Treaty Series*, Vol. 240, p. 3.

⁶ United Nations, *Treaty Series*, Vol. 288, p. 374.

⁷ United Nations, *Treaty Series*, Vol. 241, p. 538.

⁸ United Nations, *Treaty Series*, Vol. 277, p. 215, and Vol. 314, p. 360.

⁹ United Nations, *Treaty Series*, Vol. 302, p. 255 ; Vol. 303, p. 384, and Vol. 314, p. 362.

¹⁰ United Nations, *Treaty Series*, Vol. 303, p. 384.

¹¹ United Nations, *Treaty Series*, Vol. 314, p. 362.

¹² United Nations, *Treaty Series*, Vol. 314, p. 348.

pounds of surplus agricultural commodities with a total value of up to \$13,000,000.00, including estimated ocean transportation costs to be financed by the Government of the United States of America. While actual disbursements by the Government of the United States of America were \$12,978,006.79, disbursements for which deposits of Israel pounds were required totaled \$12,696,519.17, the difference representing excess costs resulting from the requirement that United States-flag vessels be used. It has been determined that deposits of 22,853,734.50 Israel pounds pursuant to Article III of the Agreement are equal to the value for which deposits were required and that such deposits have been made to the account of the Government of the United States of America. As your Excellency's Government has already been informed by the United States Department of Agriculture, no further disbursements will be made by the Government of the United States of America pursuant to this Agreement and dollar funds not disbursed are not available for financing any additional purchases under this Agreement.

Article I of the Agreement of November 10, 1955, as amended, provided that the Government of the United States of America would finance sales for Israel pounds of surplus agricultural commodities with a total value of up to \$27,940,000.00 including estimated ocean transportation costs to be financed by the Government of the United States of America. While actual disbursements by the Government of the United States of America were \$27,921,300.25, disbursements for which deposits of Israel pounds were required totaled \$27,632,103.34, the difference representing excess costs resulting from the requirement that United States-flag vessels be used. It has been determined that deposits of 49,737,786.01 Israel pounds pursuant to Article III of the Agreement are equal to the value for which deposits were required and that such deposits have been made to the account of the Government of the United States of America. As Your Excellency's Government has already been informed by the United States Department of Agriculture, no further disbursements will be made by the Government of the United States of America pursuant to this Agreement and dollar funds not disbursed are not available for financing any additional purchases under this Agreement.

Article I of the Agreement of September 11, 1956 provided that the Government of the United States of America would finance sales for Israel pounds of surplus agricultural commodities with a total value of up to \$10,700,000.00, including estimated ocean transportation costs to be financed by the Government of the United States of America. While actual disbursements by the Government of the United States of America were \$10,573,407.36, disbursements for which deposits of Israel pounds were required totaled \$10,538,426.92, the difference representing excess costs resulting from the requirement that United States-flag vessels be used. It has been determined that deposits of 18,969,168.45 Israel pounds pursuant to Article III of the Agreement are, equal to the value for which deposits were required and that such deposits have been made to the account of the Government of the

United States of America. As Your Excellency's Government has already been informed by the United States Department of Agriculture, no further disbursements will be made by the Government of the United States of America pursuant to this Agreement and dollar funds not disbursed are not available for financing any additional purchase under this Agreement.

Article I of the Agreement of November 7, 1957, as amended, provided that the Government of the United States of America would finance sales for Israel pounds of surplus agricultural commodities with a total value of up to \$41,000,000.00, including estimated ocean transportation costs to be financed by the Government of the United States of America. While actual disbursements by the Government of the United States of America were \$41,001,765.44, disbursements for which deposits of Israel pounds were required totaled \$39,231,516.02, the difference representing excess costs resulting from the requirement that United States-flag vessels be used. It has been determined that deposits of 70,616,728.83 Israel pounds pursuant to Article III of the Agreement are equal to the value for which deposits were required and that such deposits have been made to the account of the Government of the United States of America. As Your Excellency's Government has already been informed by the United States Department of Agriculture, no further disbursements will be made by the Government of the United States of America pursuant to this Agreement and dollar funds not disbursed are not available for financing any additional purchases under this Agreement.

To facilitate the closing out of the accounts in connection with the above-mentioned Agreements and at the same time to make provision for the payment of any necessary adjustment refunds, I have the honor to propose that any refunds of Israel pounds which may be due or may become due under these Agreements would be made by the Government of the United States of America from funds available from the most recent Agricultural Commodities Agreement between our two Governments under Title I of the Agricultural Trade Development and Assistance Act, as amended, in effect at the time of the refund.

Accordingly, I have the honor to propose that this note and Your Excellency's reply concurring herein shall constitute an Agreement between our two Governments to enter into force upon the date of Your Excellency's note in reply.

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

(Signed) N. Spencer BARNES
Chargé d'Affaires ad interim

Her Excellency Mrs. Golda Meir
Minister for Foreign Affairs
of the State of Israel

II

MINISTRY FOR FOREIGN AFFAIRS
JERUSALEM, ISRAEL

Jerusalem, 28 August, 1962

Mr. Chargé d'Affaires,

I have the honour to acknowledge receipt of your Note No. 47 of 14 June reading as follows :

[See note I]

The foregoing text is acceptable to the Government of Israel. I accordingly concur that your Note and this, my affirmative Note in reply, shall constitute an Agreement between our two Governments to enter into force on the date of this Note.

Accept, Mr. Chargé d'Affaires, the assurances of my highest consideration.

(Signed) Golda MEIR

Mr. N. Spencer Barnes
Chargé d'Affaires ad interim
Embassy of the United States of America
in Israel
