

**No. 7429**

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**UNITED STATES OF AMERICA  
and  
JORDAN**

**Agricultural Commodities Agreement under Title I of the  
Agricultural Trade Development and Assistance Act,  
as amended (with exchange of notes). Signed at Am-  
man, on 11 February 1964**

*Official texts: English and Arabic.*

*Registered by the United States of America on 30 September 1964.*

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**ÉTATS-UNIS D'AMÉRIQUE  
et  
JORDANIE**

**Accord relatif aux produits agricoles conclu dans le cadre  
du titre I de la loi tendant à développer et à favoriser  
le commerce agricole, telle qu'elle a été modifiée (avec  
échange de notes). Signé à Amman, le 11 février 1964**

*Textes officiels anglais et arabe.*

*Enregistré par les États-Unis d'Amérique le 30 septembre 1964.*

No. 7429. AGRICULTURAL COMMODITIES AGREEMENT<sup>1</sup>  
BETWEEN THE GOVERNMENT OF THE UNITED STATES  
OF AMERICA AND THE GOVERNMENT OF JORDAN  
UNDER TITLE I OF THE AGRICULTURAL TRADE  
DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED.  
SIGNED AT AMMAN, ON 11 FEBRUARY 1964

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

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 Jordanian dinars of agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade ;

Considering that the Jordanian 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 Jordan 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 in furthering the expansion of trade in such commodities ;

Have agreed as follows :

*Article I*

SALES FOR JORDANIAN DINARS

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

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<sup>1</sup> Came into force on 11 February 1964, upon signature, in accordance with article VI.

<i>Commodity</i>	<i>Export Market Value (millions)</i>
Wheat and/or Wheat Flour . . . . .	\$2.5
Ocean Transportation (estimated) . . . . .	.5
TOTAL	\$3.0

2. Applications for purchase authorizations will be made within 90 days after the effective date of this Agreement, except that applications for purchase authorizations for any additional commodities or amounts of commodities provided for in any amendment to this Agreement will be made within 90 days after 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 Jordanian dinars accruing from such sale, and other relevant matters.

3. The financing, sale and delivery of commodities under this Agreement may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale or delivery is unnecessary or undesirable.

## *Article II*

### USES OF JORDANIAN DINARS

The Jordanian dinars accruing to the Government of the United States of America as a consequence of sales made pursuant to this Agreement will be used by the Government of the United States of America, in such manner and order of priority as the Government of the United States of America shall determine, for the following purposes, in the proportions shown :

A. For United States expenditures under subsections (a), (b), (c), (d), (f), and (h) through (s) of Section 104 of the Act, or under any of such subsections, seventy-five percent of the Jordanian dinars accruing pursuant to this Agreement.

B. For grant to the Government of Jordan under subsection (e) of Section 104 of the Act, twenty-five percent of the Jordanian dinars accruing pursuant to this Agreement.

## *Article III*

### DEPOSIT OF JORDANIAN DINARS

1. The amount of Jordanian dinars to be deposited to the account of the Government of the United States of America shall be the equivalent of the dollar sales value of the commodities and ocean transportation costs reimbursed or financed by the Government of the United States of America (except excess costs resulting from

the requirement that United States flag vessels be used) converted into Jordanian dinars, as follows :

- (a) at the rate for dollar exchange applicable to commercial import transactions on the dates of dollar disbursements by the United States, provided that a unitary exchange rate applying to all foreign exchange transactions is maintained by the Government of Jordan, or
- (b) if more than one legal rate for foreign exchange transactions exist, at a rate of exchange to be mutually agreed upon from time to time between the Government of Jordan and the Government of the United States of America.

2. In the event that any subsequent agricultural commodities agreement or agreements should be signed by the two Governments under the Act, any refunds of Jordanian dinars which may be due or become due under this Agreement more than two years from the effective date of this Agreement would 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 UNDERTAKINGS

1. The Government of Jordan will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this Agreement (except where such resale, transshipment or use is specifically approved by the Government of the United States of America) ; to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like, the commodities purchased pursuant to this Agreement during the period beginning on the date of this Agreement and ending with the final date on which such commodities are received and utilized (except where such export is specifically approved by the Government of the United States of America) ; and to ensure that the purchase of commodities pursuant to this Agreement does not result in increased availability of the same or like commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that all sales or purchases of agricultural commodities 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. In carrying out this Agreement, the two Governments will seek to assure conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

4. The Government of Jordan will furnish, upon request of the Government of the United States of America, information on the progress of the program, particularly with respect to the arrival and condition of commodities and provisions for the maintenance of usual marketings, and information relating to exports of the same or like commodities.

*Article V*

CONSULTATION

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

*Article VI*

ENTRY INTO FORCE

This 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 Amman in duplicate, in the English and Arabic languages, both equally authentic, this 11th day of February 1964.

For the Government  
of the United States of America :

Geoffrey W. LEWIS

For the Government  
of Jordan :

Ali Nasouh AT-TAHER

## EXCHANGE OF NOTES — ÉCHANGE DE NOTES

## I

*The American Chargé d'Affaires ad interim  
to the Vice President of the Jordan Development Board*

EMBASSY OF THE UNITED STATES OF AMERICA

Amman, February 11, 1964

Excellency :

I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States and the Government of Jordan signed today<sup>1</sup> and to confirm my Government's understanding of agreement reached in conversations which have taken place between representatives of our two Governments with respect to the following :

1. It is understood that the Government of Jordan will not permit the export of wheat or wheat flour while wheat/flour covered by this Agreement is being imported and utilized in Jordan, or until June 30, 1964, whichever is later.

2. Upon request of the Government of the United States, the Government of Jordan will provide facilities for the conversion of \$60,000 or two percent, whichever is greater, of the dinars accruing from sales under this Agreement into other currencies for purposes of Section 104 (a) of the Act. These currencies will be used to finance agricultural market development activities in other countries.

3. The Government of the United States of America may utilize dinars to procure in Jordan goods and services needed in connection with agricultural market development projects and activities in other countries.

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

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

Geoffrey W. LEWIS  
Chargé d'Affaires ad interim

His Excellency Ali Nasouh at-Taher  
Vice President  
Jordan Development Board

<sup>1</sup> See p. 86 of this volume.

THE HASHEMITE KINGDOM OF JORDAN  
DEVELOPMENT BOARD  
AMMAN

No. DB/

11/2/1964

Mr. Geoffrey W. Lewis  
Chargé d'Affaires ad interim  
American Embassy/Jordan  
Amman

Excellency :

I have the honour to refer to your note dated February 11, 1964 pertaining to the Agricultural Commodities Agreement between the Government of the United States and the Government of Jordan signed today. In reply, I wish to confirm my Government's understanding of agreement reached in conversations with respect to the three points contained in your note.

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

Ali Nasouh AT-TAHER  
Vice President  
Jordan Development Board