

No. 7613

**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 7 April 1964**

Official texts: English and French.

Registered by the United States of America on 26 February 1965.

**ÉTATS-UNIS D'AMÉRIQUE
et
TUNISIE**

**Accord sur la fourniture de produits agricoles, conclu en
vertu du titre I de la loi sur le développement des échan-
ges commerciaux et de l'aide en produits agricoles,
telle qu'elle est modifiée (avec échange de notes).
Signé à Tunis, le 7 avril 1964**

Textes officiels anglais et français.

Enregistré par les États-Unis d'Amérique le 26 février 1965.

No. 7613. 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 7 APRIL 1964

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 in furthering the expansion of trade in such commodities;

Have agreed as follows:

Article I

SALES FOR TUNISIAN DINARS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of Tunisia 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

¹ Came into force on 7 April 1964, upon signature, in accordance with article VI.

Tunisian dinars, to purchasers authorized by the Government of Tunisia, of the following agricultural commodities in the amounts indicated :

<i>Commodity</i>	<i>Export Market Value (Thousands)</i>
Cotton	\$937
Corn	222
Frozen Poultry	41
Ocean Transportation (estimated)	69
	TOTAL \$1,269

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 Tunisian 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 TUNISIAN DINARS

The Tunisian 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), (d), (f) and (h) through (s) of Section 104 of the Act, or under any of such subsections, 10 percent of the Tunisian dinars accruing pursuant to this Agreement.

B. For loans to be made by the Agency for International Development of Washington (hereinafter referred to as AID) under Section 104 (e) of the Act and for administrative expenses of AID in Tunisia incident thereto, 20 percent of the Tunisian dinars accruing pursuant to this Agreement. It is understood that :

- (1) 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.
- (2) Loans will be mutually agreeable to AID and the Government of Tunisia, acting through the Secretariat of State for the Plan and Finances (hereinafter referred to as the Secretariat). The Secretary of State for the Plan and Finances, or his designate, will act for the Government of Tunisia, and the Administrator of AID, or his designate, will act for AID.
- (3) Upon receipt of an application which AID is prepared to consider, AID 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.
- (4) When AID 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 the financing.
- (5) Within sixty days after the receipt of the notice that AID is prepared to act favorably upon an application, the Secretariat will indicate to AID whether or not it has any objection to the proposed loan. Unless within the sixty-day period AID has received such a communication from the Secretariat, it shall be understood that it has no objection to the proposed loan. When AID approves or declines the proposed loan it will notify the Secretariat.
- (6) In the event the Tunisian 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 AID has not approved loans or because proposed loans have not been mutually agreeable to AID and the Secretariat, the Government of the United States of America may use the Tunisian dinars for any purpose authorized by Section 104 of the Act.

C. For a loan to the Government of Tunisia under Section 104 (g) of the Act for financing such projects to promote economic development, including projects not heretofore included in plans of the Government of Tunisia, as may be mutually agreed, 70 percent of the Tunisian 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. In the event that agreement is not reached on the use of the Tunisian dinars for loan purposes under Section 104 (g) of the Act within three years from the date of this Agreement, the Government of the United States of America may use the Tunisian dinars for any purpose authorized by Section 104 of the Act.

Article III

DEPOSIT OF TUNISIAN DINARS

1. The amount of Tunisian 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 Tunisian dinars, as follows :

- (a) at the rate for dollar exchange applicable to commercial import transactions on the dates of dollar disbursement by the United States, provided that a unitary exchange rate applying to all foreign exchange transactions is maintained by the Government of Tunisia, 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 the United States of America and the Government of Tunisia.

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

Article IV

GENERAL UNDERTAKINGS

1. The Government of Tunisia 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 and 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 Tunisia will furnish quarterly information on the progress of the program, particularly with respect to the arrival and condition of commodities ; provisions for the maintenance of usual marketings ; and information relating to imports and 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 Tunis, in duplicate, this 7th day of April, 1964.

For the Government
of the United States of America :

Francis H. RUSSELL

For the Government
of Tunisia :

M. Bechir ENNAJI

[SEAL]

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'Amé-
rique au Secrétaire d'État au Plan et
aux Finances de la Tunisie*

EMBASSY OF THE UNITED STATES OF AMERICA

No. 1787

Tunis, April 7, 1964

Excellency :

I have the honor to refer to the Agricultural Commodities Agreement signed today by representatives of our two Governments and to inform you of my Government's understanding of the following :

1. In expressing its agreement with the Government of the United States of America that the above-mentioned deliveries should not unduly disrupt world prices of agricultural commodities or impair trade relations among friendly nations, the Government of Tunisia agrees that it will procure and import with its own resources, in addition to the cotton to be purchased under the terms of the cited Agreement, at least 2,700 bales (500 pounds gross, each bale) of cotton during calendar year 1964 from the United States of America and countries friendly to it, of which at least 2,100 bales will be from the United States of America. If deliveries extend into a subsequent period, the level of usual marketing requirements for such period will be determined at the time the request for extension is made.

2. With regard to paragraph 4 of Article IV of the Agreement, the Government of Tunisia agrees to furnish quarterly the following information in connection with each shipment of commodities received under the Agreement : the name of each vessel ; the date of arrival ; the port of arrival ; the commodity and quantity received ; the condition in which received ; the date unloading was completed ; and the disposition of cargo i.e., stored, distributed locally, or, if shipped, where shipped. In addition, the Government of Tunisia agrees to furnish quarterly : (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished and to assure that the program has not resulted in increased availability of the same or like commodities to other nations, and (b) a statement showing progress made toward fulfilling commitments in usual marketings.

The Government of Tunisia further agrees that the above statements will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under the Agreement.

3. The Government of Tunisia will provide, upon request of the Government of the United States of America, facilities for the conversion into other non-dollar currencies of the following amounts of Tunisian dinars : For 104 (a) purposes, \$25,400 worth of dinars, or two percent of the dinars accruing under the Agreement, whichever is greater, to

finance agricultural market development activities in other countries ; and for 104 (h) purposes and for the purposes of the Mutual Educational and Cultural Exchange Act of 1961, up to a total of \$25,000 worth of dinars to finance educational and cultural exchange programs and activities in other countries.

4. 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 the travel (including connecting travel) is to or through Tunisia, and for travel within the United States of America or other areas outside Tunisia when the travel is part of a trip in which the traveler travels from, to or through Tunisia. It is understood that these funds are intended to cover only travel by persons who are traveling on official business for the Government of the United States of America or in connection with activities financed by the Government of the United States of America. It is further understood that the travel for which dinars may be utilized shall not be limited to services provided by Tunisian transportation facilities and that the Government of Tunisia will, upon request of any recipient of Tunisian dinars under this paragraph, convert such dinars into United States dollars.

I shall appreciate receiving Your Excellency's confirmation that the foregoing also represents the understanding of the Government of Tunisia.

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

Francis H. RUSSELL

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

[TRADUCTION — TRANSLATION]

AMBASSADE DES ÉTATS-UNIS D'AMÉRIQUE

Tunis, le 7 avril 1964

N° 1787

Monsieur le Secrétaire d'État,

[Voir note II]

Veillez agréer, etc.

Francis H. RUSSELL

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

des montants suivants de dinars tunisiens : Pour les utilisations prévues au paragraphe 104 a), la valeur en dinars de \$ 25.400 ou deux pour cent des dinars provenant des ventes dans le cadre de l'Accord, ou le montant le plus élevé, pour financer les opérations de développement du marché agricole dans d'autres pays ; et pour les utilisations prévues au paragraphe 104 h) et par la loi de 1961 sur les Échanges Mutuels pour la Culture et l'Enseignement, jusqu'à un total de \$ 25.000 en dinars pour financer des programmes et activités d'échange culturel et d'enseignement dans d'autres pays.

« 4) Le Gouvernement des États-Unis d'Amérique est autorisé à utiliser les dinars en Tunisie pour le paiement de frais de voyages internationaux commençant en Tunisie ou commençant en dehors de la Tunisie quand il s'agit de voyages (y compris les voyages intermédiaires) vers la Tunisie ou passant par la Tunisie, et les voyages dans les États-Unis d'Amérique ou dans d'autres pays que la Tunisie quand ces voyages font partie d'un trajet qui conduit le bénéficiaire en Tunisie, lui fait traverser la Tunisie, ou le fait sortir de ce pays. Il est entendu que ces fonds serviront à couvrir uniquement le voyage de personnes voyageant en mission officielle pour le Gouvernement des États-Unis d'Amérique ou se rapportant à des activités financées par le Gouvernement des États-Unis d'Amérique. Il est de plus entendu que le voyage pour lequel les dinars seront utilisés ne sera pas limité aux services fournis par les services de transport tunisiens et que le Gouvernement Tunisien, sur demande de tout bénéficiaire de dinars tunisiens en vertu de ce paragraphe, convertira ces dinars en dollars des États-Unis.

« Je serais obligé à Votre Excellence de vouloir bien me confirmer que ce qui précède reflète également les vues du Gouvernement Tunisien ».

J'ai l'honneur de vous confirmer mon accord sur ce qui précède.

Veillez agréer, Monsieur l'Ambassadeur, les assurances renouvelées de ma très haute considération.

M. Bechir ENNAJI

Monsieur l'Ambassadeur des États-Unis d'Amérique

[TRANSLATION¹ — TRADUCTION²]

Tunis, April 7, 1964

Mr. Ambassador :

I have the honor to acknowledge receipt of your note dated April 7, 1964 with reference to the Agricultural Commodities Agreement between our two Governments signed today, the terms of which are as follows :

[See note I]

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

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

I have the honor to confirm my agreement to the foregoing.

Accept, Mr. Ambassador, the renewed assurances of my very high consideration.

M. Bechir ENNAJI

The Ambassador of the United States of America
