

No. 10149

**UNITED STATES OF AMERICA
and
TUNISIA**

**Exchange of notes constituting an agreement concerning the
establishment of principles for scientific co-operation.
Tunis, 17 July 1968**

Authentic text : English.

Registered by the United States of America on 5 January 1970.

**ÉTATS-UNIS D'AMÉRIQUE
et
TUNISIE**

**Échange de notes constituant un accord concernant l'établisse-
ment de principes applicables à la coopération scienti-
fique. Tunis, 17 juillet 1968**

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 5 janvier 1970.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹
BETWEEN THE UNITED STATES OF AMERICA AND
TUNISIA CONCERNING THE ESTABLISHMENT OF
PRINCIPLES FOR SCIENTIFIC CO-OPERATION

I

The American Ambassador to the Tunisian Minister of Foreign Affairs

EMBASSY OF THE UNITED STATES OF AMERICA

No. 2254

July 17, 1968

Excellency :

I have the honor to refer to discussions between representatives of the Government of the United States of America and the Government of the Republic of Tunisia concerning the establishment of principles for cooperation between American institutions of higher learning, wishing to conduct basic scientific research in Tunisia under the sponsorship of the Smithsonian Institution, and appropriate Tunisian institutions, organizations, or governmental agencies. The Smithsonian Institution is authorized by a special appropriation of the United States Congress to award grants in United States-owned Tunisian dinars to American institutions for basic research in archeology and related disciplines, in systematic and environmental biology, and in other disciplines within the traditional competence of the Smithsonian. Both Governments recognize that such cooperative scientific research is in the interest of both countries and of the world scientific community. The Government of the United States of America accordingly proposes an agreement with the Government of the Republic of Tunisia on the principles to govern the conduct of such research, as follows :

1. The research projects will normally be bi-national in character and will include both Tunisian and American co-directors, each with appropriate professional qualifications.

2. The United States guarantees through the Smithsonian Institution that any research proposals submitted to Tunisian authorities will be forwarded only after intensive

¹ Came into force on 17 July 1968, the date of the note in reply, in accordance with the provisions of the said notes.

scientific review and approval by qualified scientists. The Government of Tunisia may also provide for its own scientific review of proposals, and approval of all proposals will be given by the appropriate Tunisian Government agency in accordance with applicable Tunisian laws and regulations. Should archeological research be undertaken, the general principle shall be that the interested American institution shall also provide resources for preservation of the site that is being excavated as well as assistance in the restoration of related monuments or monuments in the area. Funds provided by the Smithsonian Institution could be used for archeological research, for preservation of the site being excavated, for planning further restoration of the site, and for the preparation of site museum exhibits. All Tunisian-American cooperative projects must, in any event, be subject to a technical agreement between the two interested parties and in conformity with the above-mentioned stipulations.

3. When approval has been granted by the Smithsonian Institution and by the appropriate Tunisian agency or institute, the Smithsonian Institution will award the grant funds to the participating American institution.

4. Participating Tunisian and American institutions may conclude specific agreements for individual research projects in accordance with the principles contained in this agreement.

5. While the projects are intended to advance basic research of mutual interest, provisions may be made in each project for the training of students: Students may be Tunisian, American, or from a third country.

6. The United States, through the award of a grant in Tunisian dinars by the Smithsonian Institution, may furnish, as may be required for each project salaries and maintenance for Tunisians; salaries of United States and other non-Tunisian personnel; equipment and supplies; international transportation of personnel, equipment and supplies; and support of non-Tunisian personnel while in Tunisia.

7. Tunisia shall exempt from all customs duties and all other taxes shipments into and out of Tunisia of all supplies and equipment intended for use on grant projects.

8. Tunisia also agrees to accord to each non-Tunisian participant in any project (a) free entry into and out of Tunisia for all personal property introduced into Tunisia for his own use within a period of six months from the date of his assignment to the project; (b) temporary free entry of one automobile for the duration of a project; (c) exemption from the payment of Tunisian income taxes and other direct taxes on income derived from participation in the project; (d) appropriate work permits, residence visas, or other documentation or permits required in order for foreign participants to carry on their work in connection with each project.

9. Supplies and equipment purchased in Tunisia or imported into Tunisia for use on the projects remain the property of the United States, the Smithsonian Institution, or the American grantee institution, but provisions may be made by mutual agreement for

such supplies or equipment to remain in Tunisia as the property of the cooperating Tunisian institution without payment of duty where United States Government regulations or the regulations of the American grantee institution allow such property to be transferred to the cooperating Tunisian institution.

10. Specimens collected during the course of research projects shall be treated in accordance with applicable Tunisian law, but study specimens can be exported by the American participants with the permission of the appropriate Tunisian Government agency in cases where there are duplicate specimens, where the specimens have no special museum value, or where they have no value as cultural monuments.

11. Where special permission may be required for the purchase of necessary project equipment in Tunisia with Tunisian dinars, Tunisia agrees to accord such permission.

If your government agrees with the above proposal, I propose that this note and your affirmative reply to that effect shall constitute an agreement between our two governments to enter into force on the date of your reply.

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

Francis H. RUSSELL

His Excellency Habib Bourguiba, Jr.
Minister of Foreign Affairs
Tunis

II

The Tunisian Deputy Director of the Division for International Cooperation in the Secretariat of State for Foreign Affairs to the American Ambassador

RÉPUBLIQUE TUNISIENNE

Secrétariat d'État aux affaires étrangères¹

N° 2019(AE)

Tunis, July 17, 1968

Excellency :

You were good enough to send today the following note :

[See note I]

¹ Republic of Tunisia
Secretariat of State for Foreign Affairs.

I have the honor to confirm to you the agreement of the Tunisian Government to these provisions.

Accept, Excellency, the assurances of my highest consideration.

Mohamed MEGDICHE

[SEAL]

His Excellency The Ambassador of the United States of America
Tunis