

**No. 18886**

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**UNITED STATES OF AMERICA  
and  
JORDAN**

**Agreement for sales of agricultural commodities (with  
minutes of negotiation). Signed at Amman on  
17 January 1979**

*Authentic text: English.*

*Registered by the United States of America on 30 May 1980.*

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

**Accord relatif à la vente de produits agricoles (avec  
procès-verbal de négociation). Signé à Amman le  
17 janvier 1979**

*Texte authentique: anglais.*

*Enregistré par les États-Unis d'Amérique le 30 mai 1980.*

**AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF JORDAN FOR SALES OF AGRICULTURAL COMMODITIES UNDER PUBLIC LAW 480, TITLE I, PROGRAM**

The Government of the United States of America and the Government of Jordan have agreed to the sales of agricultural commodities specified below. This Agreement shall consist of the preamble, parts I and III of the Agreement signed November 27, 1974,<sup>2</sup> together with the following part II:

**PART II. PARTICULAR PROVISIONS**

**Item I. COMMODITY TABLE**

<i>Commodity</i>	<i>Supply period (United States Fiscal Year)</i>	<i>Approximate maximum quantity (metric tons)</i>	<i>Maximum export market value (millions)</i>
Wheat/wheat flour (grain basis) . . . . .	1979	40,000	\$5.4
TOTAL			\$5.4

**Item II. PAYMENT TERMS (DOLLAR CREDIT)**

- A. Initial payment: 5 percent.
- B. Currency use payment: 10 percent for section 104 (a) purpose.
- C. Number of installment payments: 19.
- D. Amount of each installment payment: approximately equal annual installments.
- E. Due date of first installment payment: two years after date of last delivery of commodities in each calendar year.
- F. Initial interest rate: 2 percent.
- G. Continuing interest rate: 3 percent.

**Item III. USUAL MARKETING TABLE**

<i>Commodity</i>	<i>Import period (United States Fiscal Year)</i>	<i>Usual marketing requirements</i>
Wheat/wheat flour (on a grain equivalent basis) . . . . .	1979	76,600 metric tons

**Item IV. EXPORT LIMITATIONS**

A. The export limitation period shall be United States Fiscal Year 1979 or any subsequent United States Fiscal Year during which commodities financed under this Agreement are being imported or utilized.

B. For the purposes of part I, article III, A (4), of the Agreement, the commodities which may not be exported are: for wheat/wheat flour—wheat, wheat flour, rolled wheat, semolina, farina or bulgur (or the same product under a different name), except as provided in C below.

<sup>1</sup> Came into force on 17 January 1979 by signature, in accordance with item VI (B).

<sup>2</sup> United Nations, *Treaty Series*, vol. 980, p. 3.

### C. Permissible export(s)

Commodity	Quantity	Period during which such exports are permitted
Wheat including durum, wheat, or wheat products (including semolina or pasta products)	Amounts traditionally supplied to northern portions of Saudi Arabia and adjacent areas	For United States Fiscal Year 1979 and any subsequent U.S. Fiscal Year during which above-mentioned commodities are being imported or utilized

### Item V. SELF-HELP MEASURES

A. In implementing these self-help measures, specific emphasis will be placed on contributing directly to development progress in poor rural areas and on enabling the poor to participate actively in increasing agricultural production through small farm agriculture.

B. In accordance with the purpose of PL 480 Title I programs the following self-help measures are aimed at agricultural and social development activities:

- 1) Increase availability of credit to small farmers through the allocation of a greater share of available credit funds from institutional sources to small farmers;
- 2) Increase the capability of Jordan's agricultural research institutions in applied program identification and problems solving in order to respond (A) to the needs of small farmers and (B) to relax technological constraints on greater, more efficient food grain and forage production;
- 3) Mount an effective and coordinated policy of research and extension, especially in provision of such services to Jordan Valley;
- 4) Up-grade the skills of the existing and newly entering labor force and to bring more women into that force; in conjunction with this, the Government of Jordan will make increased efforts in the targeting of disadvantaged groups in order to provide them with services and the opportunity to improve their income generating capacity;
- 5) Construction of food storage facilities at terminal or central markets, at interior and assembly markets, and at secondary markets close to consumers, and to improve the marketing system for cereals by expanding storage and handling facilities throughout the country.

### Item VI. ECONOMIC DEVELOPMENT PURPOSES FOR WHICH PROCEEDS ACCRUING TO IMPORTING COUNTRY ARE TO BE USED

[A.] The proceeds accruing to the importing country from the sale of commodities financed under this Agreement will be used for financing the self-help measures set forth in the Agreement and for agriculture and economic development sectors which are set forth in the Government of Jordan's development plan.

B. In the use of proceeds for these purposes, emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

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, this 17th day of January 1979.

For the Government  
of the United States of America:

[Signed]

NICHOLAS A. VELIOTES  
U.S. Ambassador

For the Government  
of the Hashemite Kingdom of Jordan:

[Signed]

MARWAN S. KASIM  
Minister of Supply

### MINUTES OF NEGOTIATION FOR AGREEMENT FOR THE SALE OF AGRICULTURAL COMMODITIES UNDER U.S. PUBLIC LAW 480

Date: January 17, 1979

Representatives of the Government of the United States of America and the Government of the Hashemite Kingdom of Jordan conducted negotiations beginning on January 10, 1979, in which the United States Government agreed to sell the Hashemite Kingdom of Jordan wheat/wheat flour valued at U.S. \$5.4 million under the provisions of U.S. Public Law 480. In the process of reviewing the provisions entered in the Agreement, the following items of clarification and emphasis were brought to the attention of the Jordanian negotiators:

1. The \$5.4 million export market value of wheat mentioned in part II of the Agreement represents the maximum value for which purchase authorization may be issued and against which the initial payment and/or currency use payment will be measured.

2. The figure of 40,000 m.t. of wheat shown in part II of the draft Agreement is an approximation based on current estimates of export market prices. It is understood, however, that if export prices of wheat decline, the quantity of wheat sold under the Agreement could not exceed the 40,000 m.t. specified in part II of the Agreement.

3. The U.S. negotiators informed the Government of Jordan of the new requirements governing the purchase of the commodity, ocean freight, and adequacy of storage facilities. The Government of Jordan agreed to adhere to these requirements which are detailed hereunder:

(A) Purchase authorization will be issued under the Agreement only after the Government of Jordan (GOJ) provides USAID/J with the necessary information to enable the Secretary of Agriculture to determine that (1) adequate storage facilities are available in Jordan at the time of export so as to prevent the spoilage or waste of the wheat and (2) the distribution of the wheat in Jordan will not result in a substantial disincentive to domestic production.

(B) Purchase of wheat under the Agreement must be made on the basis of invitations for bid (IFB) publicly advertised in the United States and on the basis of a bid offering which must conform to the IFB. The bid offering must be received and publicly advertised in the United States and on the basis of a bid

offering which must conform to the IFB. The bid offering must be received and publicly opened in the United States. All awards under IFB's must be consistent with open, competitive, and responsive bid procedures.

(C) The terms of all IFB's (including IFB's for ocean freight) must be approved by the General Sales Management Office/USDA prior to issuance.

4. Commissions, fees or other payments to any selling agent are prohibited in any purchase of wheat under the Agreement.

If the Government of Jordan nominates a purchasing agent and/or shipping agent to procure the wheat or arrange ocean transportation under the Agreement, the GOJ must notify the General Sales Manager/USDA in writing of such nomination and provide along with the notification a copy of the proposed agency agreement. All purchasing and shipping agents must be approved by the General Sales Manager's office in accordance with the new Regulatory Standards designed to eliminate certain potential conflicts of interest.

5. The U.S. negotiators informed the Government of Jordan that an assessment of Jordan's capability of receiving, storing and distributing the wheat is required in addition to the operational information outlined below. It is essential that this information be developed prior to the completion of negotiations so that an operational reporting cable may be dispatched to AID/W at least 3 working days (72 hours) prior to the signing of the Agreement. Information must include:

- a. Type and grade of wheat to be purchased in accordance with official U.S. standards;
- b. Proposed contracting and delivery schedules;
- c. U.S. Embassy concurrence/comments on above schedules based on assessment of adequacy of Jordan's capability to receive, store, and distribute the wheat to prevent spoilage or waste;
- d. Names and addresses of banks, both U.S. and Jordanian, which will be handling financing operations;
- e. Assurance that appropriate GOJ authorities are prepared to make immediate transfer of funds to cover ocean freight costs and any initial payment (IP) requirements related to contracts to be concluded pursuant to the Agreement.

As a general rule, purchase authorization will not be issued by AID/Washington until the U.S. Department of Agriculture (USDA) has received the above information.

6. The Government of Jordan should be aware that while it is the intention and expectation of the U.S. Government to deliver the commodities during U.S. Fiscal Year 1979, it is possible the limitations on PL 480 expenditures could necessitate delivery of some commodities in FY 1980 in accordance with article I, B, 2, in part I of this Agreement.

7. The Government of Jordan assures the U.S. negotiators that the Jordan Ministry of Supply will relay to the Jordanian Embassy in Washington all instructions, information and authority necessary to enable timely implementation of the Agreement, including *a*) wheat specifications, *b*) contracting and delivery periods, *c*) names and addresses of U.S. and Jordanian banks handling transactions (letters of credit for wheat and freight), *d*) authority to request and sign purchase authorizations and other necessary documents, *e*) complete instructions for purchasing wheat and contracting for freight (including the

appointment of purchasing and/or shipping agents if applicable), and f) instructions to contact Program Operations Division, Office of the General Sales Manager, USDA, regarding the foregoing.

8. The Government of Jordan also assures the U.S. negotiators that appropriate measures will be taken to ensure that operable letters of credit for both commodity and ocean freight charges will be opened, and confirmed by designated U.S. Bank immediately after contracting under each Purchase Authority (P.A.) is concluded and before vessels arrive at leading ports. The Government of Jordan further assures the U.S. negotiators that letter of credit for 100 percent (total amount) of ocean freight charges will be opened in favor of the supplier of the ocean transportation prior to vessel's presentation for loading. The Government of Jordan is aware that delays in opening acceptable letters of credit and in settling the final 10 percent of ocean freight charges will result in costly claims by vessel owners for demurrage and/or detention claims and carrying charges by commodity suppliers which will increase the final commodity prices and freight rates.

9. In addition, the Government of Jordan will need to designate persons or agencies to consult with USAID/Jordan with regard to (a) commodity arrival and off-loading information, (b) marking or identifying and publicizing arrivals, (c) usual marketing requirements and export limitation, (d) information on deposits of local currencies, (e) carrying out self-help measures, (f) reconciliation of accounts, including principal and interest payments, and (g) currency use payments.

10. The usual marketing requirement of 76,600 m.t. of wheat/wheat flour on a grain basis specified in part II of the Agreement is the minimum quantity to be imported into Jordan through normal commercial channels. This amount must be imported even though the full allotment of Title I wheat is not utilized. Quantities imported from USSR, People's Republic of China, Eastern Europe (except Poland and Yugoslavia), Cuba, North Vietnam and North Korea, wheat imported under PL 480 or grants from U.S. or other sources cannot be counted toward UMR.

11. Should the U.S. Government authorize and finance deliveries of Title I commodities to extend beyond the supply period specified in part II of the Agreement, Jordan will be required (article III, A, 1) to maintain the UMR at the same rate again for the subsequent comparable period.

12. The proposed Title I wheat sales are provided for the purpose of meeting the requirements of Jordan and not to permit an increase in exports of the same or like commodities. Any export of the same or like commodities cannot be permitted unless specifically agreed to by the U.S. Government with the exception of traditional exports to the northern parts of Saudi Arabia in accordance with item IV, C, of part II of the Agreement.

13. Failure to comply with the provisions of article III, A, of the Agreement or with any other requirement of the Agreement could result in withholding issuance of purchase authorizations. It further would be taken into account in consideration of new PL 480 agreements. If the violation involves prohibited exports, remedy may take the form of dollar payment to the U.S. Government to the extent of the value of the violation. Or alternatively, the U.S. could require the purchase and importation, on a commercial basis from the United States, an equivalent amount of such exports. These additional imports would be over and above the UMR.

14. As provided in the Agreement, approximately fifty percent of the tonnage of wheat purchase under the Agreement shall be shipped in privately owned U.S. flag commercial vessels. USDA approval of all bookings and charters of U.S. and non-U.S. flag vessels must be obtained in advance of freight contract being finalized.

15. The U.S. Government will take the following conditions into consideration in determining the timing and terms and conditions of the issuance of purchase authorizations: (a) availabilities of commodities, (b) crop years of U.S.A. and Jordan, (c) availability of ocean shipping space, (d) ability of Jordan to receive the commodity, (e) market implications, and (f) the overall interest of the U.S. Government.

16. Extension of terminal contracting and delivery dates as a general rule are not made. If *force majeure* or other causes beyond the control of the buyer or seller prevent the completion of deliveries within the specified period, the USDA may consider a request for extension of the delivery period. Such a request should be in writing and supported by facts which establish justification for the extension.

17. The U.S. Government reserves the right to cancel the undelivered balance of purchase authorizations at any time that a commodity is determined no longer to be available for PL 480 programs, even if it is included in the commodity list in part II of the sales agreement.

18. The Agreement provides that in addition to a 5% "initial payment", the Government of Jordan is required to pay another 10% to the U.S. Government when requested as a "currency use payment" (CUP). In connection with these payments, the Government of Jordan was advised that the 5% initial payment is a cash down payment that the Government of Jordan pays directly to supplier at the time of purchasing the wheat. Thus the U.S. Government finances 95% of the value of the wheat. The 10% currency use payment collected under the Agreement is applied by the U.S. Government to installments due under the Agreement, giving the effect of delaying any dollar repayment until all the CUP is applied. The CUP is applied first to payments of interest due under the grace period and then to principal and interest installments. As of installment due dates, full interest credit is given to currency use payments already made by Government of Jordan which have not yet been applied to cover installments.

19. The administration of Jordan dinars generated under the Agreement will be in accordance with the provisions of part I, article II, F, of the Agreement. In addition the Government of Jordan will furnish the U.S. Government through USAID/Jordan with statements and certification of the receipt and expenditure of the proceeds. Despite the seeming ambiguity between part I, article II, F, and part II, section VI, of the Agreement regarding the definition of "proceeds", the Agreement requires that the Government must apply to the agriculture and economic development purposes set forth in part II of the Agreement an amount not less than the Jordanian dinar equivalent of the U.S. Government disbursements in financing the commodities, excluding of course any ocean freight differential which may be paid by the U.S. Government as well as the currency use payments made by the Government of Jordan. The Agreement does not require the establishment of a special account or prescribe any other specific accounting arrangements.

20. The Government of Jordan, however, will prepare an annual report showing the progress made in implementing the self-help measures described in

item V of part II of the Agreement. This report will be forwarded to USAID/Jordan on November 30 of each year. Although the report is prepared prior to the end of the year, it should cover achievements for the whole year to the extent possible.

21. The reports required by the provision of part I, article III, section D, of the Agreement which relates to the usual marketing and resale, diversion and transshipment of PL 480 commodities will be submitted to USAID/Jordan on a timely basis and will be governed by USDA forms, procedures, and regulations.

22. In compliance with part I, article III (1), of the PL 480 Title I Agreement dated November 27, 1974, the Government of Jordan will take appropriate measures through its telecommunication media to identify the source of wheat and the terms and conditions under which the U.S. Government is providing this wheat to Jordan.

For the Government  
of the Hashemite Kingdom of Jordan:

[Signed]

MARWAN S. KASIM  
Minister of Supply

For the Government  
of the United States of America:

[Signed]

CHRISTOPHER H. RUSSELL  
Director, USAID/Jordan