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No. 6347

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**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 16 February 1962**

*Official texts: English and French.*

*Registered by the United States of America on 16 October 1962.*

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**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  
échanges commerciaux et de l'aide en produits agri-  
coles, telle qu'elle est modifiée (avec échange de notes).  
Signé à Tunis, le 16 février 1962**

*Textes officiels anglais et français.*

*Enregistré par les États-Unis d'Amérique le 16 octobre 1962.*

No. 6347. AGRICULTURAL COMMODITIES AGREEMENT<sup>1</sup>  
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 16 FEBRUARY 1962

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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 com-  
modities 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 commodities under the Act at the time of exportation, the Govern-  
ment of the United States of America undertakes to finance the sales for dinars,  
to purchasers authorized by the Government of Tunisia, of the following agricultural  
commodities in the amounts indicated :

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<sup>1</sup> Came into force on 16 February 1962, upon signature, in accordance with article VI.

<i>Commodity</i>	<i>Export Market Value (Millions)</i>
Bread Wheat . . . . .	\$3.2
Barley . . . . .	1.9
Ocean transportation (estimated) . . . . .	.6
TOTAL	<u>\$5.7</u>

2. Applications for purchase authorizations will be made within 90 calendar days of 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 of 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 the dinars accruing from such sales, and other relevant matters.

3. Purchase and shipment of the commodities mentioned above will be made within 12 calendar months of the effective date of this Agreement.

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

### *Article II*

#### USES OF TUNISIAN DINARS

The dinars accruing to the Government of the United States of America as a consequence of sales made pursuant to this Agreement will be used in the following manner :

A. For United States expenditures under subsections (a), (b), (c), (d), (f), and (h) through (r) of Section 104 of the Act or under any of such subsections, 15 percent of the dinars accruing pursuant to this Agreement.

B. For a loan to the Government of Tunisia under Section 104 (g) of the Act for financing such projects to promote economic development as may be mutually agreed, including projects not heretofore included in plans of the Government of Tunisia, 85 percent of the 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 of non-utilization of the dinars for loan purposes within three years from the date of this Agreement, the Government of the United States of America may use the dinars for any purpose authorized by Section 104 of the Act.

*Article III*

## DEPOSIT OF TUNISIAN DINARS

1. The amount of 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 cost 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 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 Tunisia, or
- (b) if more than one legal rate for foreign exchange transactions exists, 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. In the event that a subsequent Agricultural Commodities Agreement or Agreements should be signed by the two Governments under the Act, any refunds of dinars which may be due or become due under this Agreement more than two years from the effective date of this Agreement will 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 UNDERTAKING

1. The Government of Tunisia agrees that it will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic purposes (except where such resale, transshipment or use is approved by mutual agreement of the two Governments) of the agricultural commodities purchased pursuant to the provisions of this Agreement and to assure that the purchase of such commodities does not result in increased availability of these or like commodities to nations unfriendly to the United States of America.

2. The two Governments agree that they will take reasonable precautions to assure that all sales or purchases of agricultural commodities made 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. The Government of Tunisia will furnish, upon request of the Government of the United States of America, information on the progress of the program parti-

cularly with respect to the arrival and condition of commodities and information relating to the exports of the same or like commodities.

*Article V*

CONSULTATION

The two Governments will, upon the 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

The 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 sixteenth day of February 1962.

For the Government  
of the United States of America :

Leo G. CYR

For the Government  
of Tunisia :

Bechir ENNAJI

## EXCHANGE OF NOTES — ÉCHANGE DE NOTES

## I

*The American Chargé d'Affaires ad interim to the Tunisian Secretary of State for the Plan and Finances*      *Le Chargé d'affaires des États-Unis d'Amérique au Secrétaire d'État au Plan et aux finances de Tunisie*

Tunis, February 16, 1962

No. 1131

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 Tunisia signed today<sup>1</sup> and to confirm my Government's understanding of the agreement reached in conversations which have taken place between representatives of our two Governments with respect to the conversion of dinars into other currencies and to certain other matters relating to the subject agreement.

1. The Government of Tunisia will provide, upon request of the Government of the United States of America, facilities for the conversion into other currencies of two percent of the dinars accruing from sales under the Agreement for purposes of Section 104 (a) of the Act and of the dinar equivalent of up to \$100,000 for purposes of Section 104 (h) of the Act. These currencies will be used in the case of Section 104 (a) to finance agricultural market development activities in other countries and in the case of Section 104 (h) to finance educational exchange activities in other countries. The Government of the United States will do its best to bring about maximum use of these funds in one of the currencies of the countries and territories of the Franc zone.

2. 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 involving travel to or through Tunisia, including connecting travel, and for air travel within the United States or other areas outside Tunisia when it is part of a trip in which the traveler journeys from, to or through Tunisia. It is understood that these funds are intended to cover only travel by persons engaged in activities financed under Section 104 of the Agricultural Trade Development and Assistance Act, as amended.

3. The Government of Tunisia agrees that the provision of wheat and barley under the cited Agreement is subject to the same conditions regarding limitations on grain or grain product exports by Tunisia as were specified in the notes covering this matter which were exchanged between the two Governments in connection with the Agricultural Commodities Agreement of June 30, 1961.<sup>2</sup>

<sup>1</sup> See p. 162 of this volume.

<sup>2</sup> United Nations, *Treaty Series*, Vol. 434, p. No. 6257.

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

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

Leo G. CYR  
Chargé d'Affaires ad interim

His Excellency Ahmed Ben Salah  
Secretary of State for the Plan and Finances  
Tunis

[TRADUCTION — TRANSLATION]

Tunis, le 16 février 1962

N° 1131

Monsieur le Secrétaire d'État,

[Voir note II]

Veillez agréer, etc.

Leo G. CYR  
Chargé d'Affaires

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

## II

*The Tunisian Chef de Cabinet, Secretariat for the Plan and Finances to the American Chargé d'Affaires ad interim*      *Le Chef de Cabinet du Secrétaire d'État au Plan et aux finances de Tunisie au Chargé d'affaires des États-Unis d'Amérique*

Tunis, le 16 Février 1962

Excellence,

J'ai l'honneur de me référer à votre note de ce jour ainsi libellée :

« J'ai l'honneur de me référer à l'Accord sur les produits agricoles entre le Gouvernement des États-Unis d'Amérique et le Gouvernement Tunisien signé ce jour<sup>1</sup> et de confirmer les vues de mon Gouvernement sur l'Accord conclu au cours des entretiens qui se sont tenus entre les représentants de nos deux Gouvernements relatifs à la conversion des dinars en d'autres devises et à certaines autres questions se rapportant à cet Accord.

<sup>1</sup> Voir p. 163 de ce volume.

[TRANSLATION<sup>1</sup> — TRADUCTION<sup>2</sup>]

Tunis, February 16, 1962

Excellency :

I have the honor to refer to your note of this date, which reads as follows :

[*See note I*]

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

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

Bechir ENNAJI

The Chargé d'Affaires ad interim of the Embassy  
of the United States of America  
Tunis

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<sup>1</sup> Translation by the Government of the United States of America.  
<sup>2</sup> Traduction du Gouvernement des États-Unis d'Amérique.