No. 6649

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 14 September 1962

Official texts: English and French.

Registered by the United States of America on 22 April 1963.

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 agricoles telle qu'elle est modifiée (avec échange de notes). Signé à Tunis, le 14 septembre 1962

Textes officiels anglais et français.

Enregistré par les États-Unis d'Amérique le 22 avril 1963.

No. 6649. AGRICULTURAL COMMODITIES AGREEMENT[1] 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 14 SEPTEMBER 1962

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 commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance the sales for dinars, to pur-

[1] Came into force on 14 September 1962, upon signature, in accordance with article VI.

chasers authorized by the Government of Tunisia, of the following agricultural commodities in the amounts indicated :

Commodity	*Export Market Value (millions)*
Bread wheat	$6.2
Edible vegetable oil	4.8
Ocean transportation (estimated 50 percent)	1.6
TOTAL	$12.6

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 18 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 if that Government considers that because of changed conditions the continuation of such financing, sale or delivery is unnecessary or undesirable.

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*), (*d*), (*f*), and (*h*) through (*s*) of Section 104 of the Act or under any of such subsections, 10 percent of the 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 subsection 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, it 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 rates will be similar to those 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 whether or not it has any 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 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 as may be mutually agreed, including projects not heretofore included in plans of the Government of Tunisia, seventy 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