

**UNITED STATES OF AMERICA
and
BOLIVIA**

**Agricultural Commodities Agreement under Title I of the
Agricultural Trade Development and Assistance Act.
Signed at La Paz, on 7 June 1957**

**Exchange of notes constituting an agreement amending ar-
ticle I of the above-mentioned Agreement. La Paz,
17 and 21 June 1957**

**Exchange of notes constituting an agreement further amend-
ing article I of the above-mentioned Agreement of
7 June 1957. La Paz, 30 August 1957**

Official texts: English and Spanish.

Registered by the United States of America on 25 March 1958.

**ÉTATS-UNIS D'AMÉRIQUE
et
BOLIVIE**

**Accord relatif aux produits agricoles, conclu dans le cadre
du titre I de la loi tendant à développer et à favoriser le
commerce agricole. Signé à La Paz, le 7 juin 1957**

**Échange de notes constituant un accord modifiant l'article
premier de l'Accord susmentionné. La Paz, 17 et 21 juin
1957**

**Échange de notes constituant un accord modifiant à nouveau
l'article premier de l'Accord susmentionné du 7 juin
1957. La Paz, 30 août 1957**

Textes officiels anglais et espagnol.

Enregistrés par les États-Unis d'Amérique le 25 mars 1958.

No. 4245. AGRICULTURAL COMMODITIES AGREEMENT¹
BETWEEN THE GOVERNMENT OF THE UNITED STATES
OF AMERICA AND THE GOVERNMENT OF BOLIVIA
UNDER TITLE I OF THE AGRICULTURAL TRADE
DEVELOPMENT AND ASSISTANCE ACT. SIGNED AT
LA PAZ, ON 7 JUNE 1957

The Government of the United States of America and the Government of Bolivia :

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 ;

Considering that the purchase for bolivianos of surplus agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade ;

Considering that the bolivianos accruing from such purchases will be utilized in a manner beneficial to both countries and will contribute to the efforts of the Government of Bolivia to stabilize the Bolivian economy ;

Desiring to set forth the understandings which will govern the sales of surplus agricultural commodities to the Government of Bolivia pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended, 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 BOLIVIANOS

Subject to the issuance by the Government of the United States of America and acceptance by the Government of Bolivia during the period ending June 30, 1957, of purchase authorizations, the Government of the United States of America undertakes to finance the sale to purchasers authorized by the Government of Bolivia, for bolivianos, of the following agricultural commodities determined to

¹ Came into force on 7 June 1957, upon signature, in accordance with article VI.

be surplus pursuant to Title I of the Agricultural Trade Development and Assistance Act in the amount indicated :

<i>Commodity</i>	<i>Amount (Million \$)</i>
Wheat	\$ 3.0
Wheat Flour	1.75
Rice	1.48
Ocean Transportation (est.)	0.52
	TOTAL \$ 6.75

Purchase authorizations issued pursuant to the above will include provisions relating to the sale and delivery of commodities, the time and circumstances of deposit of the bolivianos accruing from such sale and other relevant matters.

Article II

USES OF BOLIVIANOS

1. The two Governments agree that the bolivianos accruing to the Government of the United States of America as a consequence of the 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 amounts shown :

- (a) To help develop new markets for United States agricultural commodities, for international educational exchange, for financing the translation, publication and distribution of books and periodicals, and for other expenditures by the Government of the United States of America under subsections 104 (a), 104 (c), 104 (h), 104 (i) and 104 (f) of the Act, the boliviano equivalent of \$1.15 million.
- (b) To provide assistance of the types provided for under subsection 104 (j) of the Act, the boliviano equivalent of an amount not to exceed \$200,000.
- (c) For a loan to the Government of Bolivia to promote the economic development of Bolivia under subsection 104 (g) of the Act, the boliviano equivalent of \$5.4 million, the terms and conditions of which will be included in a supplemental agreement between the two Governments. Not less than the boliviano deposit equivalent of \$ 3.0 millions of this sum will be reserved for relending to private enterprise through established banking facilities under procedures to be agreed upon by the two governments. It is understood that the loan will be denominated in dollars, with payment of principal and interest to be made in U.S. dollars or, at the option of the Government of Bolivia in bolivianos, such payments in bolivianos to be made at the applicable exchange rate as

defined in the loan agreement, in effect on the date of the payment. It is further understood that loan funds shall be disbursed only after prior agreement as to the uses of such loan funds. These and other provisions will be set forth in the loan agreement and any agreement supplemental thereto. In the event the bolivianos set aside for loans to the Government of Bolivia are not advanced within three years from the date of this agreement as a result of failure of the two Governments to reach agreement on the use of the bolivianos for loan purposes, the Government of the United States of America may use the bolivianos for any other purpose authorized by Section 104 of the Act.

2. In the event the total of bolivianos accruing to the Government of the United States of America as a consequence of sales made pursuant to this Agreement is less than the boliviano equivalent of \$ 6.75 million the amount available for a loan to the Government of Bolivia under subsection 104 (g) would be reduced by the amount of such difference ; in the event the total boliviano deposit exceeds the equivalent of \$ 6.75 million, 20 percent of the excess would be available for the use of the Government of the United States of America under subsection 104 (f) and 80 percent would be available for the loan.

Article III

DEPOSIT OF BOLIVIANOS

The deposit of bolivianos to the account of the Government of the United States of America in payment for the commodities and for ocean transportation costs financed by the Government of the United States of America (except excess costs resulting from the requirement that United States flag vessels be used) shall be made at the rate of exchange for United States dollars generally applicable to import transactions (excluding imports granted a preferential rate) in effect on the dates of dollar disbursement by United States banks, or by the Government of the United States of America, as provided in the purchase authorizations.

Article IV

GENERAL UNDERTAKINGS

1. The Government of Bolivia 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 specifically approved by the Government of the United States of America), of the surplus 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 precaution to assure that sales or purchases of surplus agricultural commodities pursuant to this Agreement will not unduly disrupt world prices of agricultural commodities, displace usual marketings of the United States of America in these commodities, or materially impair trade relations among the countries of the free world.

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 Bolivia agrees to furnish, upon request of the Government of the United States of America, information on the progress of the program, particularly with respect to arrivals and conditions of commodities and the provisions for the maintenance of usual marketings and information relating to 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

This Agreement shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement.

SIGNED at La Paz, Bolivia, in duplicate, in the English and Spanish language this seventh day of June, 1957.

For the Government
of the United States of America :
Philip W. BONSAI

For the Government
of Bolivia :
M. BARRAU

[SEAL]

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹
BETWEEN THE UNITED STATES OF AMERICA AND
BOLIVIA AMENDING ARTICLE I OF THE AGRICUL-
TURAL COMMODITIES AGREEMENT OF 7 JUNE 1957.²
LA PAZ, 17 AND 21 JUNE 1957

I

*The American Chargé d'Affaires ad interim to the Bolivian Minister for Foreign
Affairs and Worship*

No. 33

La Paz, June 17, 1957

Excellency :

Under instructions from my Government I have the honor to propose that the first sentence of Article I of the Agricultural Commodities Agreement entered into between our Governments on June 7, 1957,² be amended to provide that purchase authorizations may be issued by the Government of the United States of America and accepted by the Government of Bolivia "during the period ending August 31, 1957" instead of "during the period ending June 30, 1957" as presently provided. The Agreement is to remain unchanged in all other respects.

If the foregoing is acceptable to Your Excellency's Government, it is proposed that this note and Your Excellency's reply concurring therein will constitute an agreement between our two Governments.

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

E. A. GILMORE, Jr.
Chargé d'Affaires a.i.

His Excellency Dr. Manuel Barrau Pelaez
Minister for Foreign Affairs and Worship
La Paz

¹ Came into force on 21 June 1957 by the exchange of the said notes.

² See p. 78 of this volume.

[TRANSLATION¹ — TRADUCTION²]

REPUBLIC OF BOLIVIA
MINISTRY OF FOREIGN AFFAIRS AND WORSHIP

La Paz, June 21, 1957

Mr. Chargé d'Affaires :

I have the honor to refer to your courteous note No. 33, which reads textually :

[*See note I*]

In informing you that my Government agrees thereto and to the proposed amendment, I renew to you the assurances of my distinguished consideration.

M. BARRAU

Mr. Eugene Gilmore
Chargé d'Affaires ad interim
of the United States of America
City

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

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

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹
BETWEEN THE UNITED STATES OF AMERICA AND
BOLIVIA FURTHER AMENDING ARTICLE I OF THE
AGRICULTURAL COMMODITIES AGREEMENT OF
7 JUNE 1957.² LA PAZ, 30 AUGUST 1957

I

The American Ambassador to the Bolivian Minister for Foreign Affairs and Worship

No. 36

La Paz, August 30, 1957

Excellency :

Under instructions from my Government I have the honor to propose that the first sentence of Article I of the Agricultural Commodities Agreement entered into between our Governments on June 7, 1957,² be again amended to provide that purchase authorizations may be issued by the Government of the United States of America and accepted by the Government of Bolivia during the period ending October 31, 1957, instead of during the period, as previously amended, ending August 31, 1957. The Agreement is to remain unchanged in all other respects.

If the foregoing is acceptable to Your Excellency's Government, it is proposed that this note and Your Excellency's reply concurring therein will constitute an agreement between our two Governments.

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

Philip W. BONSAI

His Excellency Dr. Manuel Barrau Pelaez
Minister for Foreign Affairs and Worship
La Paz

¹ Came into force on 30 August 1957 by the exchange of the said notes.

² See p. 78 and p. 86 of this volume.

[TRANSLATION¹ — TRADUCTION²]

REPUBLIC OF BOLIVIA
MINISTRY OF FOREIGN AFFAIRS AND WORSHIP

No. ANEA. 151.

La Paz, August 30, 1957

Mr. Ambassador :

I have the honor to acknowledge receipt of Your Excellency's courteous note No. 36 of this date, which reads textually :

[*See note I*]

Informing Your Excellency that my Government agrees with the tenor of your note and proposed amendment, I take pleasure in renewing to you the assurance of my highest consideration.

M. BARRAU

Mr. Philip W. Bonsal
Ambassador Extraordinary and Plenipotentiary
of the United States of America
City

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

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