

No. 6856

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**UNITED STATES OF AMERICA  
and  
BOLIVIA**

**Agricultural Commodities Agreement under Title IV of  
the Agricultural Trade Development and Assistance  
Act, as amended. Signed at La Paz, on 4 February 1963**

**Exchange of notes constituting an agreement amending  
the above-mentioned Agreement. La Paz, 29 March  
1963**

*Official texts: English and Spanish.*

*Registered by the United States of America on 7 and 12 August 1963, respectively.*

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

**Accord relatif aux produits agricoles, conclu dans le cadre  
du titre IV de la loi tendant à développer et à favoriser  
le commerce agricole, telle qu'elle a été modifiée.  
Signé à La Paz, le 4 février 1963**

**Échange de notes constituant un avenant à l'Accord sus-  
mentionné. La Paz, 29 mars 1963**

*Textes officiels anglais et espagnol.*

*Enregistré par les États-Unis d'Amérique les 7 et 12 août 1963, respectivement.*

No. 6856. AGRICULTURAL COMMODITIES AGREEMENT<sup>1</sup>  
BETWEEN THE GOVERNMENT OF THE UNITED STATES  
OF AMERICA AND THE GOVERNMENT OF BOLIVIA  
UNDER TITLE IV OF THE AGRICULTURAL TRADE  
DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED.  
SIGNED AT LA PAZ, ON 4 FEBRUARY 1963

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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 in a manner which would utilize surplus agricultural commodities, including the products thereof, produced in the United States of America to assist economic development in Bolivia ;

Recognizing that such expanded trade should be carried on in a manner which would not displace cash marketings of the United States of America in those commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries ;

Recognizing further that by providing such commodities to Bolivia under long-term supply and credit arrangements, the resources and manpower of Bolivia can be utilized more effectively for economic development without jeopardizing meanwhile adequate supplies of agricultural commodities for domestic use ;

Desiring to set forth the understandings which will govern the sales, as specified below, of commodities to Bolivia pursuant to Title IV of the Agricultural Trade Development and Assistance Act, as amended (hereinafter referred to as the Act) ;

Have agreed as follows :

*Article I*

COMMODITY SALES PROVISIONS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of Bolivia of credit 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 during the period July 1, 1962 to June 30, 1963 or such longer period as may be authorized by the Government of the

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<sup>1</sup> Came into force on 4 February 1963, upon signature, in accordance with article V.

United States of America, sales for United States dollars, to purchasers authorized by the Government of Bolivia of the following commodities :

<i>Commodity</i>	<i>Approximate Maximum Quantity</i>	<i>Export Market Value to be Financed</i>
Wheat flour . . . . .	6,000 metric tons	\$442,000
Rice . . . . .	5,600 metric tons	846,000
Ocean transportation (estimated) .		120,000
	TOTAL	\$1,408,000

The total amount of financing provided in the credit purchase authorizations shall not exceed the above-specified export market value to be financed, except that additional financing for ocean transportation will be provided if the estimated amount for financing shipments required to be made on United States flag vessels proves to be insufficient. It is understood that the Government of the United States of America will, as price declines or other marketing factors may require, limit the amount of financing provided in the credit purchase authorizations so that the quantities of commodities financed will not substantially exceed the above-specified approximate maximum quantities.

2. Credit purchase authorizations will include provisions relating to the sale and delivery of such commodities and other relevant matters.

3. The financing, sale, and delivery of commodities hereunder may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale, and delivery is unnecessary or undesirable.

## *Article II*

### CREDIT PROVISIONS

1. The Government of Bolivia will pay or cause to be paid in United States dollars to the Government of the United States of America for the commodities specified in Article I and related ocean transportation (except excess ocean transportation costs resulting from the requirement that United States flag vessels be used), the amount financed by the Government of the United States.

2. The principal amount due for commodities delivered in each calendar year under this Agreement, including the applicable ocean transportation costs related to such deliveries, shall be paid in 19 approximately equal annual payments, the first of which shall become due two years after the date of last delivery of commodities in such calendar year. Any annual payment may be made prior to the due date thereof.

3. Interest on the unpaid balance of the principal amount due the Government of the United States of America for commodities delivered in each calendar year shall be computed at the rate of  $\frac{3}{4}$  of 1 percent per annum and shall begin on the date of the last delivery of commodities in such calendar year. Interest on the amount due with respect to deliveries in each calendar year which accrues for the semi-annual periods ending respectively 6 months, 12 months and 18 months after the date of the last delivery of commodities in such calendar year shall be paid not later than the ending dates of such respective semi-annual periods. Interest for the 6-month period ending on the first annual principal payment date shall be paid not later than such principal payment date. Thereafter, the interest on the unpaid balance shall be paid annually not later than the date on which annual payment of principal becomes due.

4. All payments shall be made in United States dollars and the Government of Bolivia shall deposit or cause to be deposited such payments in the United States Treasury unless another depository is agreed upon by the two Governments.

5. The two Governments will each establish appropriate procedures to facilitate the reconciliation of their respective records of the amounts financed with respect to the commodities delivered during each calendar year.

6. For the purpose of determining the date of the last delivery of commodities for each calendar year, delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier.

### *Article III*

#### GENERAL PROVISIONS

1. The Government of Bolivia will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic consumption of the agricultural commodities purchased pursuant to this Agreement; to prevent the export of any commodity of either domestic or foreign origin which is the same as or like the commodities purchased pursuant to this Agreement during the period said commodities are being received and utilized (except where such export is specifically approved by the Government of the United States of America); and to ensure that the purchase of commodities pursuant to this Agreement does not result in increased availability of these or like commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that sales or purchases of commodities pursuant to this Agreement will not displace cash marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade of countries friendly to the United States of America.

3. In carrying out the provisions of this Agreement, the two Governments will seek to assure, to the extent practicable, conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and expand continuous market demand for commodities.

4. The Government of Bolivia will furnish, upon request of the Government of the United States of America, information on the progress of the program, including the arrival and condition of commodities, imports of commodities which may be required under this Agreement to be purchased from the United States of America or other countries friendly to the United States of America in addition to commodities financed under this Agreement, and any exports of the same or like commodities.

#### *Article IV*

##### CONSULTATION

The two Governments will, upon request of either of them, consult regarding any matter relating to the application of this Agreement or to the operation of arrangements entered into pursuant to this Agreement.

#### *Article V*

##### 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 in duplicate at La Paz this fourth day of February, 1963.

For the Government  
of the United States of America :

Ben S. STEPHANSKY

[SEAL]

For the Government  
of Bolivia :

José FELLMAN VELARDE

[SEAL]

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup>  
 BETWEEN THE UNITED STATES OF AMERICA AND  
 BOLIVIA AMENDING THE AGRICULTURAL COMMO-  
 DITIES AGREEMENT OF 4 FEBRUARY 1963.<sup>2</sup> LA PAZ,  
 29 MARCH 1963

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*The American Ambassador to the Bolivian Minister of Foreign Affairs and Worship*

La Paz, March 29, 1963

No. 275

Excellency :

I have the honor to refer to the Agricultural Commodities Agreement of February 4, 1963,<sup>2</sup> between our two Governments and to propose that the Agreement be amended by deleting the commodity table in Article I and substituting the following :

<i>Commodity</i>	<i>Approximate Maximum Quantity</i>	<i>Export Market Value to be Financed</i>
Wheat flour . . . . .	6,000 metric tons	\$532,000
Rice . . . . .	5,600 metric tons	846,000
Cottonseed and/or soybean oil . .	710 metric tons	193,000
Lard . . . . .	1,300 metric tons	294,000
Condensed milk . . . . .	1,315 metric tons	666,000
Evaporated milk . . . . .	660 metric tons	217,000
Ocean transportation (est.) . . . .		244,000
	TOTAL	\$2,992,000

If the foregoing is acceptable to Your Excellency's Government, I have the honor to propose that this note and Your Excellency's reply concurring therein shall constitute an agreement between our two Governments on this matter to enter into force on the date of Your Excellency's note in reply.

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

Ben S. STEPHANSKY

His Excellency José Fellman Velarde  
 Minister of Foreign Affairs and Worship  
 La Paz

<sup>1</sup> Came into force on 29 March 1963 by the exchange of the said notes.

<sup>2</sup> See p. 66 of this volume.

nota conjuntamente con la de Vuestra Excelencia constituyen un Acuerdo entre los Gobiernos de Bolivia y de los Estados Unidos de América.

Acepte, Excelencia, las seguridades de mi más alta y distinguida consideración.

José FELLMAN VELARDE

Al Excmo. señor Ben Stephansky  
Embajador Extraordinario y Plenipotenciario  
de los Estados Unidos de América  
Presente

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

REPUBLIC OF BOLIVIA  
MINISTRY OF FOREIGN AFFAIRS AND WORSHIP

La Paz, March 29, 1963

No. DGNA.100/329

Mr. Ambassador :

I have the honor to refer to the Agricultural Commodities Agreement of February 4, 1963 and to Your Excellency's note of today's date, which reads as follows :

[See note I]

In reply, I have the honor to inform Your Excellency that the Government of Bolivia accepts the terms of the proposed amendment and states that, together, the present note and Your Excellency's note constitute an Agreement between the Governments of Bolivia and the United States of America.

Accept, Excellency, the assurances of my highest and most distinguished consideration.

José FELLMAN VELARDE

His Excellency Ben Stephansky  
Ambassador Extraordinary and Plenipotentiary  
of the United States of America  
City

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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.