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No. 7892

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**UNITED STATES OF AMERICA  
and  
DOMINICAN REPUBLIC**

**Agricultural Commodities Agreement under Title IV of  
the Agricultural Trade Development and Assistance  
Act, as amended (with exchange of notes). Signed  
at Santo Domingo, on 18 March 1965**

*Official texts : English and Spanish.*

*Registered by the United States of America on 12 August 1965.*

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**ÉTATS-UNIS D'AMÉRIQUE  
et  
RÉPUBLIQUE DOMINICAINE**

**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 (avec échange de notes). Signé à Saint-  
Domingue, le 18 mars 1965**

*Textes officiels anglais et espagnol.*

*Enregistré par les États-Unis d'Amérique le 12 août 1965.*

No. 7892. AGRICULTURAL COMMODITIES AGREEMENT<sup>1</sup>  
BETWEEN THE GOVERNMENT OF THE UNITED  
STATES OF AMERICA AND THE GOVERNMENT OF  
THE DOMINICAN REPUBLIC UNDER TITLE IV OF  
THE AGRICULTURAL TRADE DEVELOPMENT AND  
ASSISTANCE ACT, AS AMENDED. SIGNED AT SANTO  
DOMINGO, ON 18 MARCH 1965

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The Government of the United States of America and the Government of the Dominican Republic ;

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 the Dominican Republic ;

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 the Dominican Republic under long-term supply and credit arrangements, the resources and manpower of the Dominican Republic 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 the Dominican Republic 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 the Dominican Republic of credit

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<sup>1</sup> Came into force on 18 March 1965, upon signature, in accordance with article V.

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 specified in the following table or such longer period as may be authorized by the Government of the United States of America, sales for United States dollars, to purchasers authorized by the Government of the Dominican Republic, of the following commodities :

<i>Commodity</i>	<i>Supply Period</i>	<i>Approximate Maximum Quantity (Metric Tons)</i>	<i>Maximum Export Market Value to be Financed</i>
Wheat and/or wheat flour . . .	U.S. Calendar Year 1965	15,000	\$1,020,000
Rice . . . . .	U.S. Fiscal Year 1965	20,000	2,646,000
Ocean transportation (estimated) . . . . .			397,000
		<b>TOTAL</b>	<b>\$4,063,000</b>

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 the Dominican Republic 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 of America together with interest thereon.

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 begin on the date of the last delivery of commodities in such calendar year and be paid not later than the date on which the annual payments of principal become due. The interest shall be computed at the rate of one percent per annum during the period from the date of last delivery of commodities in such calendar year to the due date of the first annual payment of principal and at two and one-half percent per annum thereafter.

4. All payments shall be made in United States dollars and the Government of the Dominican Republic shall deposit or cause to be deposited such payments in the United States Treasury for credit to the Commodity Credit Corporation, 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 the Dominican Republic 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 extend continuous market demand for commodities.

4. The Government of the Dominican Republic 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 Santo Domingo this 18th day of March, 1965.

For the Government  
of the United States of America :

W. Tapley BENNETT Jr.

For the Government  
of the Dominican Republic :

Mario MATHISS RICART

[SEAL]

## EXCHANGE OF NOTES

## I

*The American Ambassador to the Dominican Republic Subsecretary of State  
for Foreign Relations*

No. 228

Santo Domingo, March 18, 1965

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 the Dominican Republic, signed today, 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 following :

1. In expressing its concurrence that the commodities delivered pursuant to the Agreement should not unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries or displace cash marketings of the United States in these commodities, the Government of the Dominican Republic agrees that, during calendar year 1965 or any subsequent supply period during which the commodities purchased under the Agreement are being imported, the Dominican Republic will import with its own resources from free world sources, including the United States of America, at least 65,000 metric tons of wheat and /or wheat flour in terms of wheat grain equivalent. The quantities of the above mentioned commodities are in addition to the commodities provided for in the Agreement.

2. With regard to paragraph 4 of Article III of the Agreement, the Government of the Dominican Republic agrees to furnish at least quarterly the following information in connection with each shipment of commodities received under the Agreement : the name of each vessel ; the date of arrival ; the port of arrival ; the commodities and quantities received ; the condition in which received ; the date unloading was completed ; and the disposition of the cargo, i. e., stored, distributed locally or, if shipped, where shipped. In addition, the Government of the Dominican Republic agrees to furnish at least quarterly : (a) a statement of measures it has taken to prevent resale or transshipment of commodities furnished, (b) assurances that the program has not resulted in increased availability of the same or like commodities to other nations, and (c) a statement by the Government showing progress toward filling commitments on usual marketing requirements. The Government of the Dominican Republic further agrees that the above statements will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under the Agreement.

3. With regard to the use by the Government of the Dominican Republic of pesos resulting from the sale of commodities financed under the Agreement, it is understood that pesos equal to the export market value of the commodities plus the financed ocean transportation (except excess costs resulting from the requirement that United States flag vessels be used) will be deposited in the Agricultural Bank in a special account and reserved for such economic and social development projects, consistent with the purposes and objectives of the Act of Bogota and the Charter of Punta del Este, as may be agreed to by our two Governments. The Government of the Dominican Republic agrees to furnish the Government of the United States of America monthly reports showing deposits to this special account, disbursements from the account by project, and the balance in the account, as well as such additional information on the implementation of the agreed projects as may be requested.

It is also understood that any pesos resulting from the sale within the Dominican Republic of the commodities purchased pursuant to the Agreement which are loaned by the Government of the Dominican Republic to private or non-governmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the Dominican Republic.

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

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

W. Tapley BENNETT, Jr.

His Excellency Dr. Pedro Pablo Cabral Bermudez  
Subsecretary of State for Foreign Relations  
Santo Domingo

## II

*The Dominican Republic Subsecretary of State for Foreign Relations  
to the American Ambassador*

[SPANISH TEXT — TEXTE ESPAGNOL]

REPÚBLICA DOMINICANA

SECRETARÍA DE ESTADO DE RELACIONES EXTERIORES

507

Santo Domingo, D. N., 18 de marzo de 1965

Excelencia,

Tengo a honra acusar recibo de la Nota No. 228 de Vuestra Excelencia echada el 18 de marzo de 1965, cuyo texto es el siguiente :

los gastos extras que resulten del requerimiento sobre el uso de barcos de bandera estadounidense) serán depositados en el Banco Agrícola en una cuenta especial y reservados para tales proyectos de desarrollo económico y social, de conformidad con los propósitos y objetivos del Acta de Bogotá y la Carta de Punta del Este, que se puedan acordar entre nuestros dos Gobiernos. El Gobierno de la República Dominicana conviene en proporcionar al Gobierno de los Estados Unidos de América informes mensuales indicando los depósitos a esta cuenta especial, los desembolsos de la cuenta por cada proyecto y el saldo de la cuenta, así como cualquier información adicional sobre la implementación de los proyectos acordados que se pueda solicitar.

Se entiende también que cualesquiera pesos resultantes de la venta en la República Dominicana de los productos comprados bajo el Acuerdo que sean prestados por el Gobierno de la República Dominicana a organismos privados o no gubernamentales serán prestados a tipos de interés aproximadamente iguales a los cobrados por préstamos comparables en la República Dominicana.

«Apreciaré recibir de Vuestra Excelencia la confirmación de los puntos arriba expresados».

En respuesta, hónrome en informar a Vuestra Excelencia que el Gobierno Dominicano expresa su conformidad con el contenido de la Nota precedentemente transcrita.

Aprovecho la oportunidad para renovar a Vuestra Excelencia las seguridades de mi más alta consideración.

P. P. CABRAL

Su Excelencia W. Tapley Bennett, Jr.  
Embajador Extraordinario y Plenipotenciario  
de los Estados Unidos de América  
Ciudad

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

DOMINICAN REPUBLIC  
DEPARTMENT OF STATE FOR FOREIGN RELATIONS

6507

Santo Domingo, D. N., March 18, 1965  
Excellency,

I have the honor to acknowledge receipt of Your Excellency's note No. 228 dated March 18, 1965, the text of which is as follows :

[See note I]

<sup>1</sup> Translation by the Government of the United States of America.

<sup>2</sup> Traduction du Gouvernement des États-Unis d'Amérique.



In reply, I have the honor to inform Your Excellency that the Dominican Government expresses its agreement to the contents of the note transcribed above.

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

P. P. CABRAL

His Excellency W. Tapley Bennett, Jr.  
Ambassador Extraordinary and Plenipotentiary  
of the United States of America  
City

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