

No. 11864

**UNITED STATES OF AMERICA
and
DOMINICAN REPUBLIC**

**Agreement for sales of agricultural commodities (with annex).
Signed at Santo Domingo on 14 February 1972**

Authentic texts : English and Spanish.

Registered by the United States of America on 11 July 1972.

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

**Accord relatif à la vente de produits agricoles (avec annexe). Signé
à Saint-Domingue le 14 février 1972**

Textes authentiques : anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 11 juillet 1972.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERN- MENT OF THE DOMINICAN REPUBLIC FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Dominican Republic have agreed to the sales of agricultural commodities specified below. This Agreement shall consist of the Preamble, Parts I and III, and the Dollar Credit Annex of the Agreement signed March 31, 1970,² and the following Part II :

PART II PARTICULAR PROVISIONS

Item I. Commodity Table :

<i>Commodity</i>	<i>Supply Period (United States Fiscal Year)</i>	<i>Approximate Maximum Quantity</i>	<i>Maximum Export Market Value (1,000)</i>
Wheat/Wheat Flour	1972	105,000 metric tons	\$6,829
Soybean and/or Cottonseed Oil	1972	9,850 metric tons	2,845
Tobacco, unmanufactured and/or Tobacco Products	1972	1,000,000 pounds	1,300
		TOTAL	10,974

Item II. Payment Terms :

Dollar Credit

1. Initial Payment — 5 percent.
2. Currency Use Payment — 5 percent of the dollar amount of the financing by the Government of the exporting country under this agreement is payable upon demand by the Government of the exporting country in amounts as it may determine and in accordance with paragraph 6 of the Dollar Credit Annex applicable to this agreement. No

¹ Came into force on 14 February 1972 by signature, in accordance with part III (B).

² United Nations, *Treaty Series*, vol. 741, p. 15.

request for payment will be made by the Government of the exporting country prior to the first disbursement by the Commodity Credit Corporation under this agreement, and final payment will be requested no later than 90 days after either the final disbursement by the Commodity Credit Corporation under this agreement, or the end of the supply period, whichever is later.

3. Number of Installment Payments — 19.
4. Amount of Each Installment Payment — approximately equal annual amounts.
5. Due Date of First Installment Payment — 2 years after date of last delivery of commodities in each calendar year.
6. Initial Interest Rate — 2 percent.
7. Continuing Interest Rate — 3 percent.

Item III. Usual Marketing Table :

<i>Commodity</i>	<i>Import Period (United States Fiscal Year)</i>	<i>Usual Marketing Requirements</i>
Wheat/Wheat Flour	1972	5,000 metric tons.
Edible Vegetable Oil or Oilseeds	1972	3,150 metric tons (of which 2,950 metric tons shall be imported from the United States of America).
Tobacco, unmanufactured and/or Tobacco Products	1972	180 metric tons (all from the United States of America).

Item IV. Export Limitations :

A. The export limitation period shall be United States Fiscal Year 1972 or such subsequent Fiscal Year in which commodities financed under this agreement are being imported and utilized.

B. For the purpose of Part I, Article III A 3, of the agreement, the commodities considered to be the same as the commodities imported under this agreement are : for wheat/wheat flour — wheat and wheat flour; and for soybean and/or cottonseed oil — soybean oil/soybeans and cottonseed oil/cottonseed.

Item V. Self-help Measures :

The Government of the importing country agrees :

To advance the comprehensive program in the agriculture sector which it has undertaken to increase production and marketing of commodities for export and domestic consumption, to raise farm incomes and to improve rural living conditions, the GODR intends :

1. To continue to improve the collection, computation and analysis of agricultural data and statistics,
2. To continue improving the operations of agricultural sector institutions, and
3. To continue implementation of agricultural program outlined under the two-year plan by the Secretariat of Agriculture.

Item VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country are to be Used :

For purposes specified in Item V and for other economic development purposes as may be mutually agreed upon.

Item VII. Ocean Freight Financing :

The Government of the exporting country shall bear the cost of ocean freight differential for commodities it requires to be carried in U.S. flag vessels but, notwithstanding the provisions of paragraph 1 of the Dollar Credit Annex, it shall not finance the balance of the cost of ocean transportation of such commodities.

Item VIII. Other Provisions :

1. The currency use payment under Part II, Item II. 2. of this agreement shall be credited against (a) the amount of each year's interest payment due during the period prior to the due date of the first installment payment, starting with the first year, plus (b) the combined payments of principal and interest starting with the first installment payment, until value of the currency use payment has been offset.

2. Notwithstanding paragraph 4 of the Dollar Credit Annex, the Government of the importing country may withhold from deposit in the special account referred to in such paragraph or may withdraw from amounts deposited therein so much of the proceeds accruing to it from the sales of commodities financed under this agreement as is equal to the amount of the currency use payment made by the Government of the importing country.

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

DONE at Santo Domingo, in duplicate, this fourteenth day of February, 1972.

For the Government
of the United States of America :
FRANCIS E. MELOY, Jr.

For the Government
of the Dominican Republic :
J. BALAGUER
