

No. 11965

UNITED STATES OF AMERICA
and
BOLIVIA

Agreement for sales of agricultural commodities (with annex and memorandum of understanding). Signed at La Paz on 29 April 1971

Exchange of notes constituting an agreement amending the above-mentioned Agreement. La Paz, 30 December 1971

Authentic texts : English and Spanish.

Registered by the United States of America on 26 September 1972.

ÉTATS-UNIS D'AMÉRIQUE
et
BOLIVIE

Accord relatif à la vente de produits agricoles (avec annexe et mémorandum d'accord). Signé à La Paz le 29 avril 1971

Échange de notes constituant un accord amendant l'Accord susmentionné. La Paz, 30 décembre 1971

Textes authentiques : anglais et espagnol.

Enregistrés par les États-Unis d'Amérique le 26 septembre 1972.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF BOLIVIA FOR SALES OF AGRICULTURAL COMMODITIES

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

Recognizing the desirability of expanding trade in agricultural commodities between the United States of America (hereinafter referred to as the exporting country) and the Government of Bolivia (hereinafter referred to as the importing country) and with other friendly countries in a manner that will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Taking into account the importance to developing countries of their efforts to help themselves toward a greater degree of self-reliance, including efforts to meet their problems of food production and population growth;

Recognizing the policy of the exporting country to use its agricultural productivity to combat hunger and malnutrition in the developing countries, to encourage these countries to improve their own agricultural production, and to assist them in their economic development;

Recognizing the determination of the importing country to improve its own production, storage, and distribution of agricultural food products, including the reduction of waste in all stages of food handling;

Desiring to set forth the understandings that will govern the sales of agricultural commodities to the importing country pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended (hereinafter referred to as the Act), and the measures that the two Governments will take individually and collectively in furthering the above-mentioned policies;

Have agreed as follows :

PART I GENERAL PROVISIONS

Article I

A. The Government of the exporting country undertakes to finance the sale of agricultural commodities to purchasers authorized by the Government of

¹ Came into force on 29 April 1971 by signature, in accordance with part III (B).

the importing country in accordance with the terms and conditions set forth in this Agreement, including the applicable annex which is an integral part of this Agreement.

B. The financing of the agricultural commodities listed in part II of this Agreement will be subject to :

1. The issuance by the Government of the exporting country of purchase authorizations and their acceptance by the Government of the importing country; and
2. The availability of the specified commodities at the time of exportation.

C. Application for purchase authorizations will be made within 90 days after the effective date of this Agreement, and, with respect to any additional commodities or amounts of commodities provided for in any supplementary agreement, within 90 days after the effective date of such supplementary agreement. Purchase authorizations shall include provisions relating to the sale and delivery of such commodities, and other relevant matters.

D. Except as may be authorized by the Government of the exporting country, all deliveries of commodities sold under this Agreement shall be made within the supply periods specified in the commodity table in part II.

E. The value of the total quantity of each commodity covered by the purchase authorizations for a specified type of financing authorized under this Agreement shall not exceed the maximum export market value specified for that commodity and type of financing in part II. The Government of the exporting country may limit the total value of each commodity to be covered by purchase authorizations for a specified type of financing as price declines or other marketing factors may require, so that the quantities of such commodity sold under a specified type of financing will not substantially exceed the applicable approximate maximum quantity specified in part II.

F. The Government of the exporting country shall bear the ocean freight differential for commodities the Government of the exporting country requires to be transported in United States flag vessels (approximately 50 per cent by weight of the commodities sold under the Agreement). The ocean freight differential is deemed to be the amount, as determined by the Government of the exporting country, by which the cost of ocean transportation is higher (than would otherwise be the case) by reason of the requirement that the commodities be transported in United States flag vessels. The Government of the importing country shall have no responsibility to reimburse the Government of the exporting

country or to deposit any local currency of the importing country for the ocean freight differential borne by the Government of the exporting country.

G. Promptly after contracting for United States flag shipping space to be used for commodities required to be transported in United States flag vessels, and in any event not later than presentation of vessel for loading, the Government of the importing country or the purchasers authorized by it shall open a letter of credit, in United States dollars, for the estimated cost of ocean transportation for such commodities.

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

Article II

A. Initial payment

The Government of the importing country shall pay, or cause to be paid, such an initial payment as may be specified in part II of this Agreement. The amount of this payment shall be that proportion of the purchase price (excluding any ocean transportation costs that may be included therein) equal to the percentage specified for initial payment in part II, and payment shall be made in United States dollars in accordance with the applicable purchase authorization.

B. Type of financing

Sales of the commodities specified in part II shall be financed in accordance with the type of financing indicated therein, and special provisions relating to the sale are also set forth in part II and in the applicable annex.

C. Deposit of payments

The Government of the importing country shall make, or cause to be made, payments to the Government of the exporting country in the currencies, amounts, and at the exchange rates specified elsewhere in this Agreement as follows :

1. Payments in the local currency of the importing country (hereinafter referred to as local currency), shall be deposited to the account of the Government of the United States of America in interest bearing accounts in banks selected by the Government of the United States of America in the importing country.
2. Dollar payments shall be remitted to the Treasurer, Commodity Credit Corporation, United States Department of Agriculture, Washington, D.C.

20250, unless another method of payment is agreed upon by the two Governments.

Article III

A. World trade

The two Governments shall take maximum precautions to assure that sales of agricultural commodities pursuant to this Agreement will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with countries the Government of the exporting country considers to be friendly to it (referred to in this Agreement as friendly countries). In implementing this provision the Government of the importing country shall :

1. Insure that total imports from the exporting country and other friendly countries into the importing country paid for with the resources of the importing country will equal at least the quantities of agricultural commodities as may be specified in the usual marketing table set forth in part II during each import period specified in the table and during each subsequent comparable period in which commodities financed under this Agreement are being delivered. The imports of commodities to satisfy these usual marketing requirements for each import period shall be in addition to purchases financed under this Agreement.
2. Take all possible measures to prevent the resale, diversion in transit, or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this Agreement (except where such resale, diversion in transit, transshipment, or use is specifically approved by the Government of the United States of America); and
3. Take all possible measures to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like, the commodities financed under this Agreement during the export limitation period specified in the export limitation table in part II (except as may be specified in part II or where such export is otherwise specifically approved by the Government of the United States of America).

B. Private trade

In carrying out this Agreement, the two Governments shall seek to assure conditions of commerce permitting private traders to function effectively.

C. *Self-help*

Part II describes the program the Government of the importing country is undertaking to improve its production, storage, and distribution of agricultural commodities. The Government of the importing country shall furnish in such form and at such time as may be requested by the Government of the exporting country, a statement of the progress the Government of the importing country is making in carrying out such self-help measures.

D. *Reporting*

In addition to any other reports agreed upon by the two Governments, the Government of the importing country shall furnish at least quarterly for the supply period specified in item I, part II of this Agreement and any subsequent comparable period during which commodities purchased under this Agreement are being imported or utilized :

1. 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 commodity and quantity 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;
2. A statement by it showing the progress made toward fulfilling the usual marketing requirements;
3. A statement of the measures it has taken to implement the provisions of sections A2 and 3 of this article; and
4. 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.

E. *Procedures for reconciliation and adjustment of accounts*

The two Governments shall 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. The Commodity Credit Corporation of the exporting country and the Government of the importing country may make such adjustments in the credit accounts as they mutually decide are appropriate.

F. *Definitions*

For the purposes of this Agreement :

1. Delivery shall be deemed to have occurred as of the onboard date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier;

2. Import shall be deemed to have occurred when the commodity has entered the country, and passed through customs, if any, of the importing country, and
3. Utilization shall be deemed to have occurred when the commodity is sold to the trade within the importing country without restriction on its use within the country or otherwise distributed to the consumer within the country.

G. Applicable exchange rate

For the purposes of this Agreement, the applicable exchange rate for determining the amount of any local currency to be paid to the Government of the exporting country shall be a rate which is not less favorable to the Government of the exporting country than the highest of exchange rates legally obtainable in the importing country and which is not less favorable to the Government of the exporting country than the highest of exchange rates obtainable by any other nation. With respect to local currency :

1. As long as a unitary exchange rate system is maintained by the Government of the importing country, the applicable exchange rate will be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency,
2. If a unitary rate system is not maintained, the applicable rate will be the rate (as mutually agreed by the two Governments) that fulfills the requirements of the first sentence of this section G.

H. Consultation

The two Governments shall, upon request of either of them, consult regarding any matter arising under this Agreement, including the operation of arrangements carried out pursuant to this Agreement.

I. Identification and publicity

The Government of the importing country shall undertake such measures as may be mutually agreed prior to delivery for the identification of food commodities at points of distribution in the importing country, and for publicity as provided for in sub-section 103 (I) of the Act.

PART II

PARTICULAR PROVISIONS

Item I. Commodity table :

Commodity : Wheat/Wheat flour

Supply period : 1971 (calendar year)

Approximate maximum quantity : 80,000 (metric tons)*

Maximum export market value : \$5,343 (\$Thousands)†

Item II. Payment terms :

Convertible local currency 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 Convertible Local Currency Credit Annex applicable to this Agreement. No requests 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 request for payment will be made not later than ninety days after date of last disbursement by the Commodity Credit Corporation under this Agreement.
3. Number of installment payments—17.
4. Amount of each installment payment—approximately equal annual amounts.
5. Due date of first installment payment—5 years after the 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 :

Commodity : wheat and/or wheat flour.

Import period : 1971 (calendar year).

Usual marketing requirement : 55,000 MT (in wheat grain equivalent).

Item IV. Export limitations :

A. The export limitation period shall begin with the effective date of the Agreement and end on the final date on which said commodities financed under this Agreement are being received and utilized or at the end of the supply period, whichever is later.

B. For the purposes 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/wheat flour. Notwithstanding the provisions

* 58,400 MT in wheat flour.

† Value for wheat flour.

of part I, article III A 3, there shall be no restriction upon exports of commodities which are like the commodities financed under this Agreement.

Item V. Self-help measures :

The Government of Bolivia agrees to :

1. Continue the improvement of the administrative and technical competence of the Ministry of Rural Affairs and Agriculture and at least maintain the relative share of the central government budget for regular agricultural activities at the level budgeted for 1970.
2. Continue to give priority emphasis to activities in the Ministry of Rural Affairs and Agriculture which have as their objective the improvement in quality and increases in production of wheat, coffee, and fruits, as well as cattle, sheep, llama, and alpaca.
3. Strengthen the Technical Assistance, Agricultural Extension and Cooperative Services within the Ministry of Rural Affairs and Agriculture, by reequipping the services in order to support the priorities in paragraph 2 above, and maintaining the budget for these Services at least at the level budgeted for 1970.
4. Give attention to the Community Development program, channelling its resources towards productive investments that will strengthen the activities of the communities.
5. Support agricultural marketing programs.
6. Continue the emphasis on increasing the production of wheat with a goal of 102,000 metric tons of production in 1975 (42 percent of estimated 1975 consumption).
7. Substantially improve the collection, computation, and analysis of agricultural statistics within the government ministries and coordinate these data for program operation and planning.
8. Carry out such other measures as may be mutually agreed upon for the purposes specified in Section 109 (a) of the Act.

Item VI. Economic development purposes for which proceeds accruing to importing country are to be used :

The proceeds will be used for budget support with priority to agricultural budget activities, and/or for such other economic development purposes as may be 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 United States flag vessels, but notwithstanding the provisions of paragraph 1 of the Convertible

Local Currency 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 Convertible Local Currency 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 sale 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.

3. The method of financing the commodities provided under this Agreement will be the letter of commitment system with the importing country retaining the option of using time drafts under the letter of commitment.

4. Notwithstanding paragraph 4 of the Convertible Local Currency Credit Annex, the Government of Bolivia shall deposit the proceeds accruing to it from the sale of the commodities financed under this Agreement not later than the sale of the commodities within the importing country in a special account in its name that will be used for the sole purpose of holding the proceeds covered by paragraph 4 of the Convertible Local Currency Credit Annex.

PART III

FINAL PROVISIONS

A. This Agreement may be terminated by either Government by notice of termination to the other Government. Such termination will not reduce any financial obligations the Government of the importing country has incurred as of the date of termination.

B. This Agreement shall enter into force upon signature.

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

DONE at La Paz in duplicate, this twenty-ninth day of April of nineteen seventy one.

For the Government of the United States of America :

[Signed]

ERNEST V. SIRACUSA

For the Government of Bolivia :

[Signed]

HUASCAR TABORGA TORRICO

[Signed]

FLAVIO MACHICADO SARAVIA

[Signed]

EDMUNDO ROCA VACA DIEZ

CONVERTIBLE LOCAL CURRENCY CREDIT ANNEX TO THE AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF BOLIVIA FOR SALES OF AGRICULTURAL COMMODITIES

The following provisions apply with respect to the sales of commodities financed on convertible local currency credit terms :

1. In addition to bearing the cost of ocean freight differential as provided in part I, article I F, of this Agreement, the Government of the exporting country will finance on credit terms the balance of the costs for ocean transportation of those commodities that are required to be carried in United States flag vessels. The amount for ocean transportation (estimated) included in any commodity table specifying credit terms does not include the ocean freight differential to be borne by the Government of the exporting country and is only an estimate of the amount that will be necessary to cover the ocean transportation costs to be financed on credit terms by the Government of the exporting country. If this estimate is not sufficient to cover these costs, additional financing on credit terms shall be provided by the Government of the exporting country to cover them.

2. With respect to commodities delivered in each calendar year, the principal of the credit (hereinafter referred to as principal) will consist of :

- a. The dollar amount disbursed by the Government of the exporting country for the commodities (not including any ocean transportation costs) less any portion of the initial payment payable to the Government of the exporting country, and
- b. The ocean transportation costs financed by the Government of the exporting country in accordance with paragraph 1 of this annex (but not the ocean freight differential).

This principal shall be paid in accordance with the payment schedule in part II of this Agreement. The first installment payment shall be due and payable on the date

specified in part II of this Agreement. Subsequent installment payments shall be due and payable at intervals of one year thereafter. Any payment of the principal may be made prior to its due date.

3. Interest on the unpaid balance of the principal due to the Government of the exporting country for commodities delivered in each calendar year under this Agreement shall begin on the date of dollar disbursement by the Government of the exporting country. Such interest shall be paid annually beginning one year after the date of the last delivery of commodities in such calendar year, except that if the installment payments for these commodities are not due on some anniversary of such date of last delivery, any such interest accrued on the due date of the first installment payment shall be due on the same date as the first installment and thereafter such interest shall be paid on the due dates of the subsequent installment payments. For the period from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in part II of this Agreement. Thereafter, the interest shall be computed at the continuing interest rate specified in part II of this Agreement.

4. The Government of the importing country shall deposit the proceeds accruing to it from the sale of commodities financed under this Agreement (upon the sale of the commodities within the importing country) in a special account in its name that will be used for the sole purpose of holding the proceeds covered by this paragraph. Withdrawals from this account shall be made for the economic development purposes specified in part II of this Agreement in accordance with procedures mutually satisfactory to the two Governments. The total amount deposited under this paragraph shall not be less than the local currency equivalent of the dollar disbursement by the Government of the exporting country in connection with the financing of the commodities including the related ocean transportation costs other than the ocean freight differential. The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the Government of the importing country to private or nongovernmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The Government of the importing country shall furnish, in such form and at such times as may be requested by the Government of the exporting country, but not less frequently than on an annual basis, reports containing relevant information concerning the accumulation and use of these proceeds, including information concerning the programs for which these proceeds are used, and, when the proceeds are used for loans, the prevailing rate of interest for comparable loans in the importing country.

5. The computation of the initial payment under part I, article II A, of this Agreement and all computations of principal and interest under numbered paragraphs 2 and 3 of this annex shall be made in United States dollars.

6. All payments shall be in United States dollars or, if the Government of the exporting country so elects :

- a. The payments shall be made in local currency at the applicable exchange rate specified in part I, article III G, of this Agreement in effect on the date of payment and shall, at the option of the Government of the exporting country, be converted to United States dollars at the same rate, or used by the Government of the exporting country for payment of its obligations in the importing country, or
- b. The payments shall be made in readily convertible currencies of third countries at a mutually agreed rate of exchange and shall be used by the Government of the exporting country for payment of its obligations.

MEMORANDUM OF UNDERSTANDING BETWEEN THE EMBASSY OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF BOLIVIA

It is mutually understood and agreed by the undersigned parties that this memorandum confirms the following points reached in negotiation between representatives of the Embassy of the United States of America and the Government of Bolivia with respect to the implementation of the Agreement for the Sales of Agricultural Commodities which was signed this date by the respective Governments.

(1) With reference to paragraph 4 of the Convertible Local Currency Credit Annex to the Agreement for Sales of Agricultural Commodities of April 29, 1971, all proceeds that accrue to the Government of Bolivia from the sales of such commodities financed under this Agreement shall be deposited in the Government of Bolivia Counterpart D and D-1 accounts at the Central Bank of Bolivia, as detailed below.

(2) The total amount to be deposited in the Counterpart D account shall be equal to the local currency equivalent of the dollar disbursements made by the Commodity Credit Corporation of the United States Department of Agriculture with respect to agricultural commodities financed under this Agreement, with the exception of the ocean freight differential reimbursements for commodities the Government of the United States requires to be shipped on United States flag vessels (approximately 50 percent by weight of the commodities sold under the Agreement).

(3) With respect to part II, item VIII, paragraph 4 of the Agreement, it is understood that the local currency equivalent of the Commodity Credit Corporation dollar financing of the commodities will be deposited in the Counterpart D account by the Central Bank of Bolivia upon notification that such Commodity Credit Corporation financing has taken place, notwithstanding the provisions of paragraph 4 of the Convertible Local Currency Credit Annex. It is understood that Commodity Credit Corporation financing under the letter of commitment system occurs when the Commodity Credit Corporation disburses to the designated United States bank holding the letter of commitment against payment by the bank of letters of credit or upon the expiration of the time drafts in favor of commodity suppliers.

(4) The total amount to be deposited in the Counterpart D-1 Account shall be equal to the difference between total proceeds from sales of the commodities which are financed under this Agreement, at the legally established sales price for such commodi-

ties in Bolivia, and the total cost associated with the importation of the commodities, if the proceeds are greater than the total cost. The total cost is understood to include all charges connected with the importation of the commodities financed under this Agreement. Such charges include, in addition to Commodity Credit Corporation financing of the commodities (the commensurate value of which is to be deposited in the Counterpart D Account), as follows : 5 percent down payment; ocean transportation; insurance; port handling, storage, and consular fees; taxes; financing costs; inland transportation between maritime ports and Bolivia, and local transportation costs; and the reasonable profit which is permitted for importers.

(5) Within 90 calendar days after the arrival at Pacific coast ports of the commodities financed under this Agreement, the Ministry of Industry and Commerce will compute the differences between sales proceeds and total import costs for each commodity shipment detailed in part II above and present copies of such to the Embassy of the United States of America, to the Ministry of Finance and when necessary to the importers. The importers shall then deposit immediately the total amount of the computed difference in the Counterpart D-1 account at the Central Bank of Bolivia, with copies of the deposit slip to be provided to the Ministry of Industry and Commerce, the Ministry of Finance, and the Embassy of the United States of America. For purposes of this Agreement, it is deemed that the commodities will be sold in Bolivia not later than 60 days after the arrival of said commodities at Pacific ports.

(6) Authorized representatives of the Embassy of the United States of America shall have the right to inspect the functioning of the Public Law 480, Title I commodity import program, including utilization of all commodities financed under this Agreement. With respect to paragraph 4 of the Convertible Local Currency Credit Annex, representatives of the Embassy of the United States of America may also inspect the books, records and other documents relevant to the generation and uses of counterpart funds which result from this Agreement for Sales of Agricultural Commodities.

(7) It is agreed that the counterpart funds generated from the sales of agricultural commodities financed under this Agreement will be used for budget support with priority to agricultural budget activities, and/or for such other economic development purposes that may be agreed upon. Attention is invited specifically to letter DGTD No. 13-187-70 of September 23, 1970, to the Director, USAID/Bolivia, from the Ministers of Finance and Rural Affairs and Agriculture wherein \$b 17.4 million are released for supporting the agriculture budget from the March 7, 1969, PL 480 Agreement for Sales of Agricultural Commodities. This letter stipulates that an additional \$b 20.0 million will be reserved from Counterpart D of the 1969 Agreement to support the agricultural budget in 1971. It is hereby agreed that, of the local currency resources generated under the Agreement of April 29, 1971, on the order of \$b 30.0 million will be reserved from Counterpart D to support the agricultural budget and agrarian reform activities in 1972. The remainder will be used for construction and improvement of farm-to-market roads, for the marketing of agricultural products, and/or other projects which may mutually be agreed upon.

(8) Reference is made to part II, item V, Self-help measures, and the obligation of the Government of Bolivia to support the measures agreed upon. It is also agreed that the Government of Bolivia will take steps to control the importation of wheat and wheat flour so that such imports will not interfere with the domestic wheat harvest, which begins customarily in May–June, with local wheat reaching market by July–August of each crop year. As part of the Government’s program to increase cereals production in accordance with the Self-help measures, the Government hereby agrees to undertake a fundamental study of agricultural price policies with a view to improving production incentives for farmers.

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

DONE at La Paz in duplicate, this twenty-ninth day of April of nineteen seventy one.

For the Government of the United States of America :

[Signed]

ERNEST V. SIRACUSA

For the Government of Bolivia :

[Signed]

HUASCAR TABORGA TORRICO

[Signed]

FLAVIO MACHICADO SARAVIA

[Signed]

EDMUNDO ROCA VACA DIEZ

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹
BETWEEN THE UNITED STATES OF AMERICA AND
BOLIVIA AMENDING THE AGREEMENT OF 29 APRIL
1971² BETWEEN THE GOVERNMENT OF THE UNITED
STATES OF AMERICA AND THE GOVERNMENT OF
BOLIVIA FOR SALES OF AGRICULTURAL COMMODI-
TIES

I

No. 270

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and Worship of the Republic of Bolivia and has the honor to refer to the April 29, 1971 Agricultural Commodities Agreement² between our two Governments, and to propose the following Amendment to this Agreement :

In part II, Particular Provisions, item I, Commodity Table, the supply period is changed from Calendar Year 1971 and to United States Fiscal Year 1972.

All other terms and conditions of the April 29, 1971 Agreement remain the same—these terms and conditions will, of course, now apply to the United States Fiscal Year 1972 period rather than to the Calendar Year 1971 period.

In this respect, the Ministry of Foreign Affairs will note that item III, Usual Marketing Table, will apply to the United States Fiscal Year 1972 period. Hence, Bolivian commercial imports of wheat or wheat flour prior to June 30, 1971, may not be applied to the 55,000 metric tons Usual Marketing Requirement. Commercial imports of wheat or wheat flour during the period July 1, 1971, through June 30, 1972, will, of course, apply to the Usual Marketing Requirement of 55,000 metric tons.

The Government of the United States of America has the honor to propose that, if these understandings meet with the approval of the Government of Bolivia, this note and the Government of Bolivia's note in reply constitute an agreement between our two Governments on this matter.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs and Worship the assurances of its highest consideration.

Embassy of the United States of America

La Paz, December 30, 1971.

¹ Came into force on 30 December 1971 by the exchange of the said notes.

² See p. 4 of this volume.

materia, hace propicia la oportunidad para reiterarle las seguridades de su más alta y distinguida consideración.

La Paz, 30 de diciembre de 1971.

A la Honorable Embajada de los Estados Unidos de América
Presente

[TRANSLATION¹ — TRADUCTION²]

REPUBLIC OF BOLIVIA
MINISTRY OF FOREIGN AFFAIRS AND WORSHIP

No. DGAE-B-1977-/85

The Ministry of Foreign Affairs and Worship presents its compliments to the Embassy of the United States of America and has the honor to acknowledge receipt of its note No. 270 of this date, the text of which is as follows :

[See note I]

The Ministry of Foreign Affairs and Worship informs the Embassy of the United States of America that the Government of Bolivia concurs in the terms of the above-transcribed note, which, with this reply, shall constitute an agreement between our two Governments on this matter, and avails itself of this opportunity to renew to the Embassy the assurances of its highest and most distinguished consideration.

La Paz, December 30, 1971.

Embassy of the United States of America
La Paz

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

² Traduction fournie par le Gouvernement des Etats-Unis d'Amérique.