

No. 12476

**CANADA
and
PERU**

**Agreement relating to terms of financing for the sale of wheat by
Canada to Peru. Signed at Ottawa on 4 July 1969**

Authentic texts : English, French and Spanish.

Registered by Canada on 3 May 1973.

**CANADA
et
PÉROU**

**Accord concernant les conditions de financement de la vente de blé
canadien au Pérou. Signé à Ottawa le 4 juillet 1969**

Textes authentiques : anglais, français et espagnol.

Enregistré par le Canada le 3 mai 1973.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF CANADA AND
THE GOVERNMENT OF PERU RELATING TO TERMS OF
FINANCING FOR THE SALE OF WHEAT BY CANADA TO PERU

The Government of Canada and the Government of Peru,
Desiring to establish terms of financing for the sale of wheat by Canada to Peru,
Have agreed as follows :

Article I

The Government of Peru shall buy in Canada, through Empresa Pública de Servicios Agropecuarios y Pesqueros and Canada shall supply, through the Canadian Wheat Board, 200,000 metric tons of Canadian wheat, five percent more or less, for shipment from Canadian ports during the period September to August 1970 of this Agreement in the following quantities :

Approximately 17,000 metric tons per month.

Article II

Under this Agreement, Empresa Pública de Servicios Agropecuarios y Pesqueros and the Canadian Wheat Board have concluded a general contract in respect of this transaction. The grades of wheat, delivery terms, prices, and other commercial conditions were negotiated and agreed upon by Empresa Pública de Servicios Agropecuarios y Pesqueros and the Canadian Wheat Board. Under the terms of this contract, purchases of wheat shall be made by Empresa Pública de Servicios Agropecuarios y Pesqueros from an agent or agents of the Canadian Wheat Board.

Article III

The payment terms, which will apply to all shipments made in accordance with article I, shall be as follows :

A cash payment of ten percent of the gross invoice value of each cargo on date of each shipment, and the balance of ninety percent payable in equal instalments, with the first payment due on the last day of the first year from the date of shipment. Subsequent payments will be due at intervals of six months thereafter; provided final payment will become due not more than five years after date of shipment. Any semi-annual payments may be made in advance.

Interest will be payable semi-annually at $4\frac{7}{8}$ percent per annum, on the principal balance outstanding calculated from date of each shipment.

Article IV

Notwithstanding current liabilities under policies of insurance issued by the Export Credits Insurance Corporation, an agency of the Canadian Government, covering previous grain sales to Peru, the Corporation will be instructed to insure at a premium rate of .125 percent per annum on ninety percent of the gross invoice value,

¹ Came into force on 4 July 1969 by signature.

including interest, of each cargo, the outstanding balance due on the purchases made in accordance with the provisions of article I and in accordance with the terms of payment in article III.

Article V

The Government of Peru guarantees that payments will be made on the due dates in accordance with the terms of payment in article III.

Article VI

The Government of Peru shall not divert to another country any wheat purchased under these arrangements without obtaining prior approval from Canada.

Article VII

The Government of Peru agrees to take reasonable precautions to insure that this concessional sale of wheat be applied against additional consumption of wheat, and not against global commercial quota that Peru may negotiate.

IN WITNESS WHEREOF, the undersigned, duly authorized for this purpose by their respective Governments, have signed the present Agreement and have affixed thereto their seals.

DONE in two copies at Ottawa in the English, French and Spanish languages, each version being equally authentic, this fourth day of July, 1969.

EN FOI DE QUOI, les soussignés, dûment autorisés à cet effet par leurs Gouvernements respectifs, ont signé le présent Accord et y ont apposé leurs sceaux.

FAIT en deux exemplaires à Ottawa, en langues anglaise, française et espagnole, chaque version faisant également foi, ce quatrième jour de juillet, 1969.

EN FE DE LO CUAL, los abajo firmantes, debidamente autorizados para este propósito por sus respectivos gobiernos, han firmado el presente Convenio al que, además, han añadido sus sellos.

REALIZADO en dos ejemplares en Ottawa en los idiomas inglés, francés y español, siendo cada versión igualmente fehaciente, en este día cuatro de Julio de 1969.

For Canada :
Pour le Canada :
En nombre de Canadá :
[Signed — Signé]
JEAN-LUC PEPIN

For Peru :
Pour le Pérou :
En nombre del Perú :
[Signed — Signé]
MORALES BERMÚDEZ