

No. 12477

**CANADA
and
PERU**

**Agreement relating to terms of financing for the sale of wheat by
Canada. Signed at Ottawa on 7 May 1970**

Authentic texts : English, French and Spanish.

Registered by Canada on 3 May 1973.

**CANADA
et
PÉROU**

**Accord sur le mode de financement de la vente de blé par le Canada.
Signé à Ottawa le 7 mai 1970**

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

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 the Empresa Pública de Servicios Agropecuarios (EPSAP), and Canada shall supply, through the Canadian Wheat Board, up to 280 thousand tons of Canadian wheat, 5% more or less, but not less than 200 thousand tons, 5% more or less, for shipment from Canadian ports during the period July 1, 1970 to June 30, 1971.

Article II

Under this Agreement, Empresa Pública de Servicios Agropecuarios 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 and the Canadian Wheat Board. Under the terms of this contract, purchases of wheat shall be made by Empresa Pública de Servicios Agropecuarios 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 five percent of the gross invoice value of each cargo on date of each shipment, and the balance of ninety-five percent payable in equal installments, 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 three years after date of shipment. Any semi-annual payment may be made in advance. Interest will be payable semi-annually at 6½ 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 Development Corporation, an agency of the Canadian Government, covering previous grain sales to Peru, the Corporation will be authorized to insure at a premium rate of 0.125 percent per annum on ninety-five percent of the gross invoice value, including interest, of each cargo, the outstanding balance due on the purchases made

¹ Came into force on 7 May 1970 by signature, in accordance with article VII.

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

This Agreement shall enter into force on the date of signature.

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IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement on behalf of their respective Governments.

DONE at Ottawa, this seventh day of May, 1970, in duplicate, in the English, French and Spanish languages, each version being equally authentic.

EN FOI DE QUOI, les soussignés, dûment autorisés, ont signé le présent Accord au nom de leurs Gouvernements respectifs.

FAIT à Ottawa, ce septième jour de mai, 1970, en double exemplaire, en langues anglaise, française, et en espagnole, chaque version faisant également foi.

EN TESTIMONIO DE LO CUAL, los suscritos, estando debidamente autorizados, han firmado este Convenio en representación de sus respectivos Gobiernos.

HECHO en Ottawa, hoy, 7 de mayo de 1970, en duplicado, en los idiomas inglés, francés y castellano, siendo cada versión igualmente auténtica.

For the Government of Canada :
Pour le Gouvernement du Canada :
Por el Gobierno del Canadá :
[Signed — Signé]
OTTO LANG

For the Government of Peru :
Pour le Gouvernement du Pérou :
Por el Gobierno del Perú :
[Signed — Signé]
CÉSAR A. DE LA FUENTE LOCKER