

No. 13335

**UNITED STATES OF AMERICA
and
COLOMBIA**

**Agreement for sales of agricultural commodities (with annex).
Signed at Bogotá on 26 June 1972**

**Exchange of notes constituting an agreement amending the
above-mentioned Agreement. Bogotá, 26 and 28 June
1972**

**Exchange of notes constituting an agreement amending the
above-mentioned Agreement of 26 June 1972, as
amended. Bogotá, 16 August and 1 September 1972**

Authentic text of the Agreement: English.

Authentic texts of the exchange of notes: English and Spanish.

Registered by the United States of America on 30 May 1974.

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

The Government of the United States of America and the Government of Colombia:

Recognizing the desirability of expanding trade in agricultural commodities between the United States of America (hereinafter referred to as the exporting country) and Colombia (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 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.

¹ Came into force on 26 June 1972 by signature, in accordance with part III (B).

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 this 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 percent 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 reasonable 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 the commodities financed under this Agreement during the export limitations 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 period it is importing or utilizing commodities purchased under this Agreement and for the first quarter after the end of that period:

1. the following information in connection with each shipment of commodities received under this 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 A, 2 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 purpose of this Agreement:

1. 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,
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 purpose 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 rate 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 in 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. *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 subsection 103 (1) of the Act.

PART II
PARTICULAR PROVISIONS

ITEM 1. *Commodity table*

<i>Commodity</i>	<i>Supply period (United States fiscal year)</i>	<i>Approximate maximum quantity (metric tons)</i>	<i>Maximum export market value (mil. dol.)</i>
Wheat/wheat flour.....	1972	150,000	10.0

ITEM II. *Payment terms*

Dollar Credit

1. Initial payment—5 percent.
2. Currency Use Payment—10 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 request for payment will be made by the Government of the exporting country prior to the first disbursement by Commodity Credit Corporation under this agreement and final payment will be requested no later than 90 days after the final disbursement by CCC.
3. Number and amount of installment payments—19 approximately equal annual installments.
4. Due date of first installment payment—two years after date of last delivery of commodities in each calendar year.
5. Initial interest rate—2 percent.
6. 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 (metric tons)</i>
Wheat/wheat flour.....	1972	215,000

ITEM IV. *Export limitations*

A. With respect to each commodity financed under this Agreement, the export limitation period for the same commodity shall be United States fiscal year 1972, or any subsequent United States fiscal year during which the said commodities financed under this Agreement are being imported, or utilized, whichever is later.

B. For the purpose of part I, article III, A, 3, of the Agreement, the commodities considered to be the same as the commodities financed under this agreement are: for wheat/wheat flour—wheat/wheat flour.

ITEM V. *Self-help measures*

The Government of Colombia shall continue to improve its production,

storage, and distribution of agricultural commodities by:

1. Continuing to strengthen the planning office in the Ministry of Agriculture through the implementation of plans to upgrade its capability and utilization of technical advisory assistance.
2. Coordinating with the National Planning Department the implementation of a system of continuing analysis of the agricultural sector's problems to determine alternative opportunities as a basis for GOC policy decisions.
3. Providing 1972 and 1973 GOC budgets for the agricultural sector which adequately fund the sector's programs and reflect the policy decisions worked out.
4. Implementing a plan to establish a minimum of three pilot areas where credit and technical assistance in production and marketing will be coordinated with other input availability, feeder roads, etc., in an effort to raise the special attention to labor intensive crops and commodities.
5. Maintaining in operation a well established land reform program which can undertake additional titling goals for calendar year 1972.
6. Continuing to strengthen systems of collection, computation and analysis of statistics to measure better the availability of agricultural inputs and progress in expanding production and increasing exports of agricultural commodities.

ITEM VI. *Economic development purpose for which proceeds accruing to importing country are to be used*

For the 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 the ocean freight differential for commodities it requires to be carried in United States 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 (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 the 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 herein, so much of the proceeds accruing to it from the sale of commodities financed under this Agreement as equal to the amount of the currency use payment made by the Government of the importing country.

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 Bogotá, in duplicate, this 26th day of June, 1972.

For the Government
of United States of America:
LEONARD J. SACCIO

For the Government
of Colombia:
HERNÁN JARAMILLO
RODRIGO LLORENTE

DOLLAR CREDIT ANNEX TO THE AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF COLOMBIA FOR SALE OF AGRICULTURAL COMMODITIES

The following provisions apply with respect to the sales of commodities financed on dollar 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 under this Agreement, 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 principal may be made prior to its due date.

3. Interest on the unpaid balance of the principal due the Government of the exporting country for commodities delivered in each calendar year under this Agreement shall begin on the date of last delivery of these commodities in such calendar year. Interest shall be paid not

later than the due date of each installment payment of principal, except that if the date of the first installment is more than a year after such date of last delivery, the first payment of interest shall be made not later than the anniversary date of such date of last delivery and thereafter payment of interest shall be made not later than the due date of each installment payment of principal. 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. Upon the sale of the commodities in the importing country, the Government of the importing country shall deposit in a special account in its name, pesos equivalent to 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. This account shall be used for the sole purpose of holding the peso funds referred to in the preceding sentence.

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. 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. 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 importing country shall use any excess above the amount of the deposits in this special account which it receives from the sale of the commodities for such economic development purposes as may be mutually agreed.

5. The computations of initial payment under part I, article II, paragraph 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, paragraph 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.

For the Government
of the United States of America:
LEONARD J. SACCIO

For the Government
of Colombia:
HERNÁN JARAMILLO
RODRIGO LLORENTE

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND COLOMBIA AMENDING THE AGREEMENT OF 26 JUNE 1972² FOR SALES OF AGRICULTURAL COMMODITIES

I

The American Ambassador to the Colombian Minister of Foreign Relations

EMBASSY OF THE UNITED STATES OF AMERICA

No. 508

Bogotá, June 26, 1972

Excellency:

I have the honor to refer to the Agricultural Commodities Agreement signed by the representatives of our two Governments on June 26, 1972², and propose an amendment as follows:

(A) Part II, item I, Commodity Table, should be revised to read:

<i>Commodity</i>	<i>Supply period (U.S. fiscal year)</i>	<i>Approximate maximum quantity (metric tons)</i>	<i>Maximum export market value (1,000)</i>
Wheat/wheat flour	1972	150, 000	10, 000
Tobacco/tobacco products	1972	525	1, 450
TOTAL DOLLARS			11, 450

(B) Part II, item III, Usual Marketing Table should be revised to read:

<i>Commodity</i>	<i>Import period (U.S. fiscal year)</i>	<i>Usual marketing requirements (metric tons)</i>
Wheat/wheat flour	1972	215,000
Tobacco/tobacco products	1972	70
		(From the U.S.A.)

All other terms and conditions of the 26 June 1972 Agreement remain the same.

If the foregoing is acceptable to your Government, I propose this note and your reply concurring therein constitute an agreement between our two Governments effective the date of your reply.

LEONARD J. SACCIO
Ambassador

His Excellency Doctor Alfredo Vázquez Carrizosa
Minister of Foreign Relations
Bogotá

¹ Came into force on 28 June 1972, the date of the note in reply, in accordance with the provisions of the said notes.

² See p. 190 of this volume.

[TRANSLATION¹ — TRADUCTION²]

*The Colombian Secretary General, Ministry of Foreign Affairs,
to the American Ambassador*

REPUBLIC OF COLOMBIA
MINISTRY OF FOREIGN AFFAIRS

AE. 4387

Bogotá, D. E., June 28, 1972

Mr. Ambassador:

I have the honor to refer to Your Excellency's note No. 508 of June 26, 1972, in which it was proposed to the Government of Colombia that two amendments be made in the Agricultural Commodities Agreement, signed by our two Governments on June 26, 1972, which read as follows:

[See note I]

In connection with the foregoing, I hereby inform Your Excellency that the Government of Colombia accepts the proposals of the Government of the United States, and that therefore your note and this reply can be considered to constitute an agreement between our two Governments effective from the date of this reply.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

CARLOS BORDA MENDOZA

His Excellency Leonard J. Saccio
Ambassador Extraordinary and Plenipotentiary
of the United States of America
Bogotá

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

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

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹
BETWEEN THE UNITED STATES OF AMERICA AND
COLOMBIA AMENDING THE AGREEMENT OF 26 JUNE 1972,
AS AMENDED,² FOR SALES OF AGRICULTURAL
COMMODITIES

I

The American Ambassador to the Colombian Minister of Foreign Affairs

EMBASSY OF THE UNITED STATES OF AMERICA

No. 625

Bogotá, August 16, 1972

Excellency:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on June 26, 1972,³ as amended June 28, 1972,⁴ and propose further amendment as follows:

A. Part II, item I, Commodity Table, is revised to extend the supply period for tobacco/tobacco products through U.S. Fiscal Year 1973.

B. Part II, item III, Usual Marketing Table, is revised to extend the import period for tobacco/tobacco products through U.S. Fiscal Year 1973.

All other terms and conditions of the June 26, 1972 Agreement, as amended June 28, 1972, remain the same.

I propose this note and your reply thereto constitute an agreement between our two Governments effective the date of your note in reply.

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

[Signed]

LEONARD J. SACCIO
Ambassador

His Excellency Doctor Alfredo Vázquez Carrizosa
Minister of Foreign Affairs
Bogotá

¹ Came into force on 1 September 1972, the date of the note in reply, in accordance with the provisions of the said notes.

² See pp. 190 and 199 of this volume.

³ See p. 190 of this volume.

⁴ See p. 199 of this volume.

[TRANSLATION¹ — TRADUCTION²]

The Colombian Minister of Foreign Affairs to the American Ambassador

REPUBLIC OF COLOMBIA
MINISTRY OF FOREIGN AFFAIRS

AE. 5992

Bogotá, September 1, 1972

Mr. Ambassador:

I have the honor to acknowledge Your Excellency's note No. 625, the text of which reads as follows:

[*See note I*]

With respect to this matter, I hereby inform Your Excellency that the Government of Colombia concurs in the note transcribed above and agrees that the aforesaid note and this reply shall constitute an agreement between our two Governments which shall enter into force on this date.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

A. VÁZQUEZ CARRIZOSA

His Excellency Leonard J. Saccio
Ambassador Extraordinary and Plenipotentiary
of the United States of America
Bogotá

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

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