

No. 14909

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**UNITED KINGDOM OF GREAT BRITAIN  
AND NORTHERN IRELAND  
and  
BOLIVIA**

**Exchange of notes constituting an agreement concerning a  
grant by the Government of the United Kingdom to the  
Government of Bolivia (with annexes). La Paz,  
3 November 1975**

*Authentic texts: English and Spanish.*

*Registered by the United Kingdom of Great Britain and Northern Ireland on  
27 July 1976.*

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**ROYAUME-UNI DE GRANDE-BRETAGNE  
ET D'IRLANDE DU NORD  
et  
BOLIVIE**

**Échange de notes constituant un accord relatif à un don du  
Gouvernement du Royaume-Uni au Gouvernement de  
la Bolivie (avec annexes). La Paz, 3 novembre 1975**

*Textes authentiques : anglais et espagnol.*

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le  
27 juillet 1976.*

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN  
THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT  
BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF  
THE REPUBLIC OF BOLIVIA CONCERNING A GRANT BY THE  
GOVERNMENT OF THE UNITED KINGDOM TO THE GOVERNMENT  
OF BOLIVIA

I

*Her Majesty's Ambassador at La Paz to the Minister for Foreign Affairs  
and Worship of Bolivia*

BRITISH EMBASSY  
LA PAZ

3 November 1975

Your Excellency,

1. I have the honour to refer to the recent discussions concerning development aid from the Government of the United Kingdom of Great Britain and Northern Ireland to the Government of the Republic of Bolivia and to inform Your Excellency that the Government of the United Kingdom are prepared to conclude an Agreement with the Government of Bolivia in the following terms. The position of the Government of the United Kingdom with regard to the provision of finance and the commitment of that Government and the Government of Bolivia as regards associated matters shall be as respectively set out in Part A and Part B below:

A. The Government of the United Kingdom declare that it is their intention to make available to the Government of Bolivia (acting by such agents as that Government may notify by separate Note to the Government of the United Kingdom) by way of a grant a sum not exceeding £300,000 (three hundred thousand pounds sterling), towards the purchase in the United Kingdom of Airport Navigational equipment and machinery to modernize communications at Bolivian airports.

B. (1) The Government of the United Kingdom shall adopt the arrangements and procedures described in the following paragraphs of this Note insofar as they relate to things to be done by or on behalf of that Government. The Government of Bolivia shall adopt the arrangements and procedures so described insofar as they relate to things to be done by or on behalf of that Government.

(2) (a) For the purpose of these arrangements the Government of Bolivia shall, by a request in the form set out in Annex A to this Note, open a special account (hereinafter referred to as "the Account") with the Crown Agents for Oversea Governments and Administrations, 4 Millbank, London, SW1P 3JD (hereinafter referred to as "the Crown Agents"). The Account shall be operated in accordance with the instructions contained in the said request.

(b) As soon as the Account is opened and before taking any other step required by these arrangements for obtaining any part of the grant, the Government of Bolivia shall furnish the Government of the United Kingdom with a copy of their instructions to the Crown Agents given in accordance with the foregoing provisions of this paragraph. The Government of Bolivia, or the Crown Agents on their behalf, shall at the same time and so often as any change is made therein, notify the Government of the United Kingdom of the names of the officers who are duly authorized to sign on its behalf the Requests for Drawing hereinafter provided and shall furnish a specimen signature in duplicate of each such officer.

(3) Save and to the extent (if any) to which the Government of the United Kingdom may otherwise agree, drawings from the grant shall be used only:

(a) for payments under a contract for the purchase in the United Kingdom (which expression in this Note shall be deemed to include the Channel Islands and the Isle of Man) of equipment and

<sup>1</sup> Came into force on 3 November 1975, the date of the note in reply, in accordance with the provisions of the said notes.

machinery wholly produced or manufactured in the United Kingdom, or for work to be done or for services to be rendered by persons ordinarily resident or carrying on business in the United Kingdom or for two or more of such purposes, being a contract which:

- (i) provides for payment in sterling to persons carrying on business in the United Kingdom; and
  - (ii) is approved on behalf of the Government of Bolivia and accepted by the Crown Agents acting on behalf of the Government of the United Kingdom for financing from the grant; and
  - (iii) is a contract entered into after the date of this Note and before 31 March 1976;
- (b) for payment of charges and commissions due to the Crown Agents in respect of their services on behalf of the Government of Bolivia in connection with this grant.

(4) Where the Government of Bolivia proposes that part of the grant shall be applied to a contract, that Government shall ensure that the Crown Agents acting on their behalf obtain at the earliest opportunity:

- (i) a copy of the contract, or of a notification in the form set out in Annex B to this Note; and
- (ii) two copies of a certificate from the United Kingdom contractor concerned in the form set out in Annex C to this Note.

(5) (a) After the Crown Agents acting on behalf of the Government of the United Kingdom have considered the documents obtained in pursuance of the procedure described in the foregoing provisions of this Note, they shall decide whether and to what extent a contract is eligible for payment from the grant.

(b) To the extent that the Crown Agents acting on behalf of the Government of the United Kingdom so accept a contract or transaction and agree to payment from the Account, the Government of the United Kingdom shall, on receipt of a request from the Crown Agents acting on behalf of the Government of Bolivia, in the form set out in Annex D to this Note, make payments in sterling into the Account, and each such payment shall constitute a drawing on the grant.

(c) Unless the Government of the United Kingdom otherwise agrees payments into the Account shall not be made after the 30 September 1977.

(6) Withdrawals from the Account shall be made only in the manner and subject to the conditions set out in this paragraph:

- (a) for payment due under a contract to which paragraph B (3) (a) above refers, withdrawals shall be made only on receipt by the Crown Agents of Payment Certificates from the contractors concerned, in the form shown in Annex E hereto and the invoices (or a photocopy or duplicates of such invoices) referred to therein;
- (b) for payments to which paragraph B (3) (b) above refers, the Crown Agents shall debit the Account.

(7) If any monies that have been paid out of the Account are subsequently refunded either by the Contractor or by a Guarantor, the Government of Bolivia shall, so long as there are payments to be made from the Account, pay an equivalent of such sums into the Account and, in any other case, apply the refunds as mutually determined between our respective Governments to the reduction of the grant.

(8) The Government of Bolivia shall ensure the provision of such finance additional to the grant finance provided in accordance with the arrangements set out in this Note, as may be needed to complete the project.

(9) In relation to goods and services provided with finance from the grant, the Government of Bolivia shall permit officers from the British Embassy and other servants or agents of the British Government to inspect any such goods or the documents relating to any such goods and services and shall furnish such officers, servants or agents with such information relating to the goods and services as the latter may reasonably require.

2. If the foregoing proposals are acceptable to the Government of Bolivia, I have the honour to propose that the present Note and its Annexes together with Your Excellency's reply in that sense shall constitute an Agreement between the two Governments which

shall enter into force on the date of your reply and shall be known as the United Kingdom/Bolivia Grant No. 1, 1975.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

R. C. HOPE-JONES

## ANNEX A

### GOVERNMENT OF THE REPUBLIC OF BOLIVIA

To: The Crown Agents for Oversea Governments and Administrations  
4 Millbank  
London

Dear Sirs,

#### *United Kingdom/Bolivia Grant No. 1, 1975*

1. I confirm your appointment as agents of the Government of the Republic of Bolivia (hereinafter called "the Government") in connection with the purchase and payment for goods, works and/or services under the terms of the above grant to the value of three hundred thousand pounds sterling.

2. I have to request you on behalf of the Government to open a Special Account in the name of the Government to be styled United Kingdom/Bolivia Grant No. 1, 1975 Account (hereinafter called "the Account").

3. Payments into the Account will be made from time to time by Her Majesty's Government in the United Kingdom of Great Britain and Northern Ireland on receipt of requests in the form shown in Annex D to the United Kingdom/Bolivia Grant Agreement No. 1, 1975 (a copy of which is attached hereto), and which you are hereby authorized to present on behalf of the Government. It is possible that, as a result of refunds becoming due from contractors, payments into the Account will also be made by the Government itself.

4. Payments from the Account are to be made only in respect of the amounts falling due under the contracts described in paragraph 1 B (3) (a) and in respect of your commissions and charges as described in paragraph 1 B (3) (b) of the above-mentioned Agreement and in the manner and subject to the conditions described in paragraph 1 B (6) of that Agreement.

5. You are to send to the Government of the United Kingdom specimen signatures of the officers of the Crown Agents authorized to sign Requests for Drawing on behalf of the Government.

6. Your charges and commissions for acting as our agents in connection with this grant shall be chargeable to the Account.

7. A copy of this letter has been sent to the Government of the United Kingdom.

Yours faithfully,

## ANNEX B

### *NOTIFICATION OF CONTRACT*

#### UNITED KINGDOM/BOLIVIA GRANT NO. 1, 1975

To: The Government of the United Kingdom

#### *Notification of Contract No. . . . . .*

The following are details of a contract under which it is proposed that payments shall be made in accordance with the terms and conditions of the above grant.

- 1. Name and address of United Kingdom Contractor:
- 2. Date of Contract:
- 3. Name of Purchaser:
- 4. Short description of goods:  
and/or works or services:
- 5. Value of Contract: £
- 6. Terms of Payment:

Date.....

Signed on behalf of the Government  
of the Republic of Bolivia

ANNEX C

UNITED KINGDOM/BOLIVIA GRANT No. 1, 1975

No. ....

CONTRACT CERTIFICATE

(For CHEMICALS AND ALLIED PRODUCTS use alternative "Certificate" overleaf)

Particulars of Contract

- 1. Date of Contract.....
- 2. Contract No. ....
- 3. Description of goods or services to be supplied to the purchaser.....

*If a number of items are to be supplied, a detailed list should be appended to this certificate.*

- 4. Total contract price payable by purchaser (state CIF, C & F or FOB) £ .....
- If goods are to be supplied the following sections must be completed. If the contractor is exporting agent only, the information requested should be obtained from manufacturer.*

5. Estimated % of the FOB value of the goods not originating in the United Kingdom, but purchased by the contractor directly from abroad, i.e. % of imported raw material or components used to manufacture:

- (a) % FOB value .....
- (b) Description of items and brief specifications .....

6. If any raw material or components used originated from abroad, e.g. copper, asbestos, cotton, wood pulp, etc., but have been purchased in the United Kingdom by the contractor for this contract, specify:

- (a) % FOB value .....
- (b) Description of items and brief specifications .....

*If services are to be supplied, the following section should also be completed.*

7. State the estimated value of any work to be done or services performed in the purchaser's country by:

- (a) Your firm (site engineer's charges, etc.) .....
- (b) Local contractor .....

8. Qualifying remarks as necessary in respect of paragraph 5, 6 or 7 above.....

9. I hereby declare that I am employed in the United Kingdom by the Contractor named below and have the authority to sign this certificate. I hereby undertake that in performance of the contract no

goods or services which are not of United Kingdom origin will be supplied by the Contractor other than those specified in paragraphs 5, 6, 7 and 8 above.

Signed.....  
 Position held.....  
 Name and Address of Contractor.....  
 Date.....

*Contractors should note that goods should not be manufactured until acceptance has been notified.*

NOTE. For the purpose of this declaration the United Kingdom includes the Channel Islands and the Isle of Man.

FOR OFFICIAL USE ONLY

NAME OR NUMBER OF PROJECT.....

Amount committed	Date of entry	Acceptance		Payments			
		Date	Initials	Date	Amount	PA No.	Initials

ANNEX D

UNITED KINGDOM/BOLIVIA GRANT No. 1, 1975

D.F. No. ....

Please pay the sum of £.....to the United Kingdom/Bolivia Grant No. 1, 1975 Account, at the Crown Agents.

This sum shall, on payment into the Account, constitute a drawing on the Grant.

The balance in hand is £.....

.....  
 For the Crown Agents  
 acting on behalf of the Government  
 of the Republic of Bolivia

Funding approved.....ODM

ANNEX E

UNITED KINGDOM/BOLIVIA GRANT No. 1, 1975

*PAYMENT CERTIFICATE*

I hereby certify that

(i) The Payments referred to in the invoices listed below, which or copies of which accompany this payment certificate, fall due and are due to be made in respect of Contract No. ....dated

.....between the contractor named below and .....and are in accordance with the particulars of this contract notified in the contract certificate signed on behalf of the said contractor on .....

<i>Contractor's Invoice No.</i>	<i>Date</i>	<i>Amount £</i>	<i>Short description of goods, works and/or services</i>
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(ii) The amounts specified in paragraph I do not include any additional foreign content to that declared in paragraphs 5, 6 or 7 of the contract certificate.

(iii) I have the authority to sign this certificate on behalf of the Contractor named below.

Signed.....  
Position held.....  
For and on behalf of.....  
Name and Address of Contractor.....  
Date.....

NOTE. For the purpose of this declaration the United Kingdom includes the Channel Islands and the Isle of Man.

## II

[SPANISH TEXT — TEXTE ESPAGNOL]

MINISTERIO DE RELACIONES EXTERIORES Y CULTO  
LA PAZ

3 de noviembre de 1975

Señor Embajador:

Tengo el honor de dirigirme a Vuestra Excelencia con el objeto de acusar recibo de su atenta nota del día de hoy, cuyo texto es el siguiente:

“Su Excelencia. 1. Tengo el honor de referirme a las discusiones llevadas a cabo recientemente con respecto a una ayuda para el desarrollo, del Gobierno del Reino Unido de Gran Bretaña e Irlanda del Norte, al Gobierno de la República de Bolivia y para informar a Su Excelencia que el Gobierno del Reino Unido está preparado para llevar a cabo un acuerdo con el Gobierno de Bolivia bajo los siguientes términos:

“La posición del Gobierno del Reino Unido respecto a la provisión del financiamiento, así como el compromiso entre este Gobierno y el Gobierno de Bolivia respecto a asuntos asociados serán detallados respectivamente en la parte A y en la parte B a continuación:

“A. El Gobierno del Reino Unido declara que es su intención hacer disponible para el Gobierno de Bolivia (actuando por medio de agentes que aquel Gobierno notifique por nota separada al Gobierno del Reino Unido) por medio de una asistencia financiera no reembolsable, una suma que no exceda de las £300.000 (trescientas mil libras esterlinas) para