

No. 15728

**UNITED STATES OF AMERICA
and
BANGLADESH**

Agreement for sales of agricultural commodities (with agreed minutes of the meetings on 23 July and 4 August 1975). Signed at Dacca on 11 September 1975

Exchange of notes constituting an agreement amending the above-mentioned Agreement (with related letters dated 12 February 1976, 22 October 1975 and 11 March 1975). Dacca, 23 February 1976

Exchange of notes constituting an agreement amending the above-mentioned Agreement of 11 September 1975, as amended. Dacca, 30 March 1976

Exchange of notes constituting an agreement amending the above-mentioned Agreement of 11 September 1975, as amended. Dacca, 26 April 1976

Authentic texts: English.

Registered by the United States of America on 10 June 1977.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the People's Republic of Bangladesh have agreed to sales of agricultural commodities specified below. This agreement shall consist of the preamble, Parts I and III of the agreement, signed October 4, 1974,² together with the following Part II:

PART II. PARTICULAR PROVISIONS

1. COMMODITY TABLE

<i>Commodity</i>	<i>Supply Period (U.S. Fiscal Year)</i>	<i>Approximate Maximum Quantity (Metric Tons)</i>	<i>Maximum Export Market Value (Millions)</i>
Wheat/Wheat Flour	1976	300,000	\$45.7
Rice	1976	100,000	\$33.6
Soybean/Cottonseed Oil	1976	15,000	\$11.4
		TOTAL	\$90.7

2. PAYMENT TERMS

Convertible Local Currency Credit

- A. Initial Payment—None.
- B. Currency Use Payment—1 percent for Section 104 (A) Purposes.
- C. Number of Installment Payments—31.
- D. Amount of Each Installment Payment—Approximately equal annual amounts.
- E. Due Date of First Installment—Ten years after date of last delivery of commodities in each calendar year.
- F. Initial Interest Rate—2 percent per annum.
- G. Continuing Interest Rate—3 percent per annum.

3. USUAL MARKETING TABLE

<i>Commodity</i>	<i>Import Period (U.S. Fiscal Year)</i>	<i>Usual Marketing Requirement</i>
Wheat and/or Wheat Flour (on a grain equivalent basis)	1976	None
Rice	1976	None
Edible vegetable Oil and/or Oil bearing seeds (Oil equivalent basis)	1976	None

4. EXPORT LIMITATIONS

- A. The export limitation period shall be U.S. Fiscal Year 1976 or any subsequent U.S. Fiscal Year during which commodities financed under this agreement are being imported or utilized.

¹ Came into force on 11 September 1975 by signature, in accordance with part III (B).

² United Nations, *Treaty Series*, vol. 967, p. 203.

B. For the purposes of Part I, Article III *a* (4) of the agreement, the commodities which may not be exported are for wheat/wheat flour—wheat, wheat flour, rolled wheat, semolina, farina, and bulgar (or the same product under a different name): for rice—rice in the form of paddy, brown or milled, and for soybean/cottonseed oil—all edible vegetable oils, including peanut oil, soybean oil, cottonseed oil, sunflower oil, sesame oil, rapeseed oil, and any other edible oil bearing seeds from which these oils are produced.

5. SELF-HELP MEASURES

In recognition of the importance of agricultural and rural programs to the development of Bangladesh, the Government of Bangladesh agrees to accord a high priority, to allocate sufficient resources and to place particular emphasis on the general policies included in the following self-help measures:

- A. agricultural production needs to be increased by the effective supply of all inputs and by special attention to on-farm water use, agricultural research, and multiplication systems for high yielding varieties of grain, oilseeds and vegetables;
- B. rural institutions need strengthening so that more rural people can participate in agricultural modernization;
- C. agricultural inputs should be priced at a level which would encourage their efficient utilization, assure greater equity in distribution, and reduce progressively the subsidy burden on the Government;
- D. the Government should make reasonable efforts to ensure that foodgrain prices not fall below remunerative levels;
- E. direct public works programs are needed to increase the rural purchasing power of the poorest and to create physical infrastructure in rural areas;
- F. the Government should procure domestic foodgrain to partially supply its ration systems, to provide for emergencies, and to maintain foodgrain prices;
- G. the Government should take steps to expand the acreage under oilseeds and wheat;
- H. the Government should upgrade capability for planning agricultural and rural development including computation of statistics. Such programs should be designed to assist in formulating policies and program implementation.

6. ECONOMIC DEVELOPMENT PURPOSES FOR WHICH PROCEEDS ACCRUING TO IMPORTING COUNTRY ARE TO BE USED:

The proceeds accruing to the importing country from the sale of commodities financed under this agreement will be used for financing the self-help measures set forth in the agreement and for funding and implementation of economic development and rehabilitation programs under the Government of Bangladesh Development and Reconstruction Budget, Annual Development Plan for FY 1976, and the Five Year Development Plan.

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

DONE at Dacca, in duplicate, this eleventh day of September, 1975.

For the Government
of the United States of America:

[Signed]

DAVIS E. BOSTER
Ambassador Extraordinary
and Plenipotentiary

For the Government
of the People's Republic
of Bangladesh:

[Signed]

ASHRAF-UZ-ZAMAN
Additional Secretary
Ministry of Planning

AGREED MINUTES OF THE MEETINGS ON JULY 23 AND AUGUST 4, 1975, BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA (USG) AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH (BDG)

1. *Reference to the FY 1975 PL 480, Title I Agreement*

USG officials pointed out that the Preamble, Parts I and III of the FY 1975 PL 480, Title I Agreement signed October 4, 1974, will be considered an integral part of the FY 1976 PL 480, Title I Agreement.

2. *Sales Proceeds*

USG officials pointed out that the language in Part I, Article II, of the Agreement was standard for all such agreements. BDG officials explained that the foodgrains imported under this Agreement would be sold at less than the local currency equivalent of the dollar disbursement by the U.S. Government in connection with the financing of those foodgrains and thus the total amount of the proceeds accruing to Bangladesh would be less than the local currency equivalent of such USG dollar disbursement. However, BDG officials noted that the 1975/76 Annual Development Plan envisaged development expenditures on agriculture of amounts far in excess of those contemplated in the Agreement and agreed to include in the reports and statements required by Part I, Article II, Paragraph F, and Part I, Article III, Paragraph C, information concerning expenditures on agricultural development under that plan of an amount equal to, but not less than the local currency equivalent of the United States Government dollar disbursements for commodities financed under this Agreement.

3. *Financial Terms*

USG officials explained that the financial terms as set forth in Part II, Item II, of the proposed agreement include: convertible local currency credit (CLCC) terms of 40 years credit, including a 10-year grace period, interest rates of 2 percent during the grace period and 3 percent thereafter, no initial payment, and 1 percent currency use payment (CUP) limited to Section 104 (a) uses.

4. *Commodity Composition*

USG officials noted that the proposed commodity composition, as shown in Part II, Item I, of the agreement, provides for supply in FY 1976 of 300,000 metric tons of wheat/wheat flour, 100,000 metric tons of rice and 15,000 metric tons of vegetable oil, with an export market value of \$90.7 million. The USG is not able at this time to respond to the BDG's request for raw cotton and inedible tallow in the FY 1976 agreement. The export market value for each of the above commodities, as listed in the Commodity Table of Part II of this agreement, may not be exceeded. If commodity prices increase, the quantity to be financed under the proposed

agreement would be less than the approximate maximum quantity set forth in the same Commodity Table. Should commodity prices decrease, however, the quantity to be financed under the proposed agreement would be limited to that specified in the Commodity Table. The quantity/value limitation is included in Article I B of Part I of the FY 1975 Agreement.

5. *Usual Marketing Requirements (UMR's)*

USG officials explained that because of BDG's economic and financial difficulties, Part II, Item II, in the proposed agreement provides for no Usual Marketing Requirements for wheat/wheat flour, rice and vegetable oil for FY 1976. However, the BDG is expected to continue commercial imports of foodgrains and vegetable oil in FY 1976. The UMR's will be reviewed on a year-to-year basis.

6. *Reporting on Self-Help Measures*

USG officials informed the BDG officials that the annual self-help report required by the proposed agreement should:

- (a) provide budgetary and other quantitative data that document progress your Government is making towards fulfilling self-help provisions in the proposed agreement; and
- (b) discuss policy changes that have or are being taken to accomplish these measures.

7. *Purchasing Commodities and/or Ocean Freight*

USG officials explained that with this proposed agreement and until further notice the following procedures will be required regarding the purchase of commodities and ocean freight under this proposed agreement: (a) All tenders for ocean freight and commodities will be issued in the USA; (b) All submission and acceptance of bids shall be in the USA; (c) All awarding of contracts shall be done in the USA; (d) All invitations for bids for ocean freight and commodities must be submitted to FAS, USDA for review and approval prior to release to the trade; and (e) All bid openings shall be public.

8. *Reporting Requirements*

USG officials pointed out that the BDG has been seriously delinquent in supplying required arrival reporting for wheat and rice. Completed Shipping and Arrival Reports for vessels that discharged and departed Bangladesh ports in April, 1975, have not been received as of late July, 1975.

9. *Identification and Publicity*

The BDG should publicly announce the agreement when signed and give publicity to the arrival of foodgrain shipments as outlined in Section 103 (1) of the PL 480 Act. BDG will insure, insofar as practical, that food commodities are marked or identified at the point of distribution or sale as being provided on a concessional basis to Bangladesh through the generosity of the people of the U.S.

10. *Designation of Consultants*

USG officials informed the BDG officials that the BDG must designate one or more persons in the USA to consult with representatives of the USG to discuss the rules and procedures applicable to procurement, financing reporting and ocean transportation, because of the complications involved in connection with the implementation of all the provisions of the agreement. This consultation must be completed before any purchase authorizations are issued. A designated person or persons in the US should be authorized to sign all documents relating to the implementation of the agreement. In addition, the BDG will designate individuals or agencies in Bangladesh with whom representatives of the USG may consult regarding the implementation of the agreement, such as, (1) commodity arrival and off-loading information, (2) marking or identifying and publicizing arrivals, (3) assurances against resale and transshipment, (4) compliance with the export limitations, (5) information on the deposit of local currencies, (6) generation and use of currencies arising from credit sales for dollars or convertible local cur-

rency credit sales, (7) carrying out self-help measures, (8) reconciliation of accounts, including principal and interest payments, and (9) CUP payments.

11. *Approval of Agents*

USG officials informed the BDG officials that if the BDG engages the services of a US person or firm as its agent to handle procurement of the commodity and/or ocean transportation, such agent must be approved by the USDA. A copy of the written agreement between the recipient government and the US agent must be submitted to USDA for approval prior to the issuance of applicable purchase authorizations.

12. *Taka Deposits*

USG officials explained that the Taka received by the USG under the CUP may be deposited in interest bearing accounts in banks in Bangladesh selected by the USG. (See Part I, Article II C.1, in the FY 1975 Agreement.) This provision is included in the agreements. Also, the USG officials pointed out that US legislation requires that: (a) deposits of Taka to the US account be at a rate which is not less favorable than the highest exchange rate legally obtainable and which is not less favorable than the highest of exchange rates obtainable by any other nation; (b) if there is any change in the exchange system or in the level of the effective rate, or any other development which would require an adjustment in the deposit rate to comply with the legislation, the US reserves the right to suspend deliveries pending negotiations of a mutually agreeable rate, and (c) US owned Taka may be deposited in interest bearing accounts as noted above.

13. *Delivery of Commodities*

BDG representatives urged the USG representatives to expedite the signing of the FY 1976, PL 480, Title I Agreement and issuance of Purchase Authorization thereunder so that a maximum per month of 200,000 tons of foodgrains under the agreement arrive in Bangladesh from October, 1975. USG officials indicated that the USG would work with the BDG officials to help arrange shipment schedules.

The above sets forth the understanding between the BDG and the USG.

For the Government
of the United States of America:

[Signed]

DAVIS E. BOSTER
Ambassador Extraordinary
and Plenipotentiary

For the Government
of the People's Republic
of Bangladesh

[Signed]

ASHRAF-UZ-ZAMAN
Additional Secretary
Ministry of Planning

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH AMENDING THE AGREEMENT OF 11 SEPTEMBER 1975² FOR SALES OF AGRICULTURAL COMMODITIES

I

The American Ambassador to the Bangladesh Secretary, Planning Commission

EMBASSY OF THE UNITED STATES OF AMERICA

DACCA

February 23, 1976

Dear Mr. Secretary:

I have the honor to refer to the PL 480, Title I Agricultural Sales Agreement signed by representatives of our two Governments on September 11, 1975,² and to propose that the Agreement be amended as follows:

(A) In Part II, Item I—Commodity Table: under the appropriate columns—(1) for Rice—delete “100,000” and “\$33.6” and insert “150,000” and “\$45.4”; (2) for Wheat/wheat flour—delete “300,000” and “\$45.7” and insert “400,000” and “\$60.5”; (3) for Soybean/Cottonseed oil—delete “15,000” and “\$11.4” and insert “40,000” and “\$22.7”; and (4) under the Maximum Export Market Value on line stating “Total”—delete “\$90.7” and insert “\$128.6”.

(B) Add the following paragraph at the outset of Part II, Item 5: “A. In implementing these self-help measures, specific emphasis will be placed on contributing directly to development progress in poor rural areas and on enabling the poor to participate actively in increasing agricultural production through small farm agriculture”.

(C) In Part II, Item 5, insert “B” before the existing initial sentence which begins “in recognition of . . .”.

(D) Existing subparagraphs of Part II, Item 5, originally designated “A to H” should now be designated “1 to 8”.

(E) Insert before existing paragraph in Part II, Item 6 “A”.

(F) Add the following paragraph to Part II, Item 6: “B. In the use of proceeds for these purposes, emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country”.

All other terms and conditions of the September 11, 1975, Title I Agreement remain the same.

¹ Came into force on 23 February 1976, the date of the note in reply, in accordance with the provisions of the said notes.

² See p. 74 of this volume.

I propose that this note and your reply concurring therein will constitute an agreement between our two Governments effective on the date of your note in reply. Please accept the renewed assurances of my highest consideration.

D. E. BOSTER

Kafiluddin Mahmood
Secretary
Planning Commission
Government of Bangladesh
Dacca

II

The Bangladesh Secretary, Planning Commission, to the American Ambassador

MINISTRY OF PLANNING
EXTERNAL RESOURCES DIVISION

Mr. Kafiluddin Mahmood
Secretary

Dated February 23, 1976

D.O.No. 84/ERD-II/USA(PL-480)-2/75

Excellency,

I have the honour to refer to the PL 480, Title I Agricultural Sales Agreement signed by representatives of our two Governments on September 11, 1975, and we concur to the amendment as proposed in your note dated February 23, 1976 as follows:

[See note I]

This note in reply concurring to the proposals as mentioned in your note of February 23, 1976, constitutes an Agreement between our two Governments effective the date of our reply.

Please accept the renewed assurances of my highest consideration.

Yours sincerely,

[Signed]
KAFILUDDIN MAHMOOD

H. E. Davis E. Boster
Ambassador for USA in Bangladesh
Dacca

RELATED LETTERS

I

AMERICAN EMBASSY
DACCA, BANGLADESH

Office of Agricultural Attaché

February 12, 1976

Dear Mr. Secretary:

In the meeting on February 9, 1976, in your office, regarding the amendment to the FY1976 PL 480, Title I Agreement to add 25,000 MT of edible oil, the subject of delinquent reporting was discussed. I had explained that the United States Government was so concerned over the delinquent reports which your Government had specifically agreed to supply that they asked that the problem of non-receipt be resolved before we are authorized to exchange these notes to amend the agreement. (A fuller discussion of the problem is included as paragraph No. 2 of the "Notes for Discussion" which accompanied the draft note left with you on February 9, 1976.) We have been requested to secure from you a schedule or a deadline for the submission of delinquent reports and adequate assurances that future reporting requirements will be met.

Of particular importance are the Shipping and Arrival Reports. The US Treasury has paid many millions of dollars to suppliers of wheat, rice and soybean oil to Bangladesh as well as the ocean freight differentials on those shipments required to be shipped on US vessels, but on many of the vessels the USG has not received a report that these commodities were received in Bangladesh.

Based on the meeting held in your office and on discussions with the Food Secretary, the following is our understanding of an acceptable resolution of the problem of the delinquent Shipping and Arrival Reports:

- (1) the BDG assures that the delinquent Shipping and Arrival Reports will be completed and returned as soon as possible, but no later than 30 days from the date of receipt of the draft note that formally initiates negotiations of the foodgrain/edible oil amendment; and
- (2) the BDG will complete and return future Shipping and Arrival Reports within 30 days after completion of the vessel's discharge (as called for in the PL 480, Title I regulations.) If future Shipping and Arrival Reports are not received within the 30 day period after discharge, the USG representatives are to inform the BDG Food Secretary and he will take the necessary steps to obtain the reports concerned without delay.

Also delinquent is the report on the amount of the Taka generated from the sale of the wheat, rice and edible oil financed under the PL 480, Title I Agreement for FY1974 and FY1975 and the disposition or expenditure of the Taka funds generated. Your Government agreed to supply these reports in the agreements for FY1974 and FY1975. I enclose two letters to your predecessor pertaining to this required report—one is dated March 11, 1975, and the reminder was dated October 22, 1975.

The following resolution of the problem on non-receipt of the reports on the use of Taka generations is agreeable. The BDG assures that:

- (1) the delinquent reports for the use of Taka generations for FY1974 and FY1975 will be submitted not later than 30 days from the date of receipt of the draft note that formally initiates negotiations of the foodgrain/edible oil amendment; and
- (2) the BDG will submit future reports on the use of Taka generations as soon as possible after June 30 of each year in which there is an active PL 480, Title I program, but no later than 30 days after June 30 each year.

Paragraph No. 8 of the "Notes for Discussion" which accompanied the draft note left with you on February 9, 1976, states:

"8. *Self-Help Report*

As the President of the USA must submit the annual Self-Help report to the US Congress by April 1, 1976, it is necessary to send a summary of the Self-Help report for Bangladesh by telegram to Washington not later than the week of February 16, 1976. This Self-Help report is required under the October 4, 1974¹ Agreement, Part I, Article III, Para C. The report covers the progress made in implementing the Self-Help measures contained in the PL 480, Title I agreement with Bangladesh for FY1975."

Your assistance is requested in supplying a summary of the Self-Help report for FY1975 so that it can be sent to Washington not later than the week of February 16, 1976.

The BDG assures that:

- (1) every effort will be made to provide a brief summary of the Self-Help report by February 18, 1976;
- (2) the completed Self-Help report for FY1975 will be submitted by March 1, 1976; and,
- (3) future Self-Help reports will be submitted by December 1 of each year for each year in which there is a PL 480, Title I agreement. The period covered will be the previous fiscal year.

For your ready reference a copy of the Self-Help report submitted by the Planning Commission for FY1974 is attached.

Your concurrence of the above schedules and deadlines by signing below would be appreciated.

[Signed]

KAFILUDDIN MAHMOOD
Secretary
Planning Commission
Government of Bangladesh, Dacca

Sincerely,

[Signed]

CARL O. WINBERG
Agricultural Attaché

Mr. Kafiluddin Mahmood
Secretary
Planning Commission
Dacca, Bangladesh

¹ United Nations, *Treaty Series*, vol. 967, p. 203.

II

AMERICAN EMBASSY
DACCA, BANGLADESH

October 22, 1975

Subject: PL 480, Title I—Use of Taka Generations

Dear Mr. Secretary:

The first report on the use of Taka generated under the PL 480, Title I programs with Bangladesh was to be forwarded to Washington as soon as possible after June 30, 1975. Please refer to my letter of March 11, 1975. (For your convenience I enclose a copy.)* According to the PL 480, Title I agreement signed August 6, 1973,¹ and October 4, 1974, a certified report was to be furnished of the receipts and expenditures of the proceeds (generations) of the Taka accruing from the sales of the PL 480 financed commodities. This report is to be certified by the appropriate audit authority and in the case of expenditures, list the budget section in which they were used.

I have now received a telegram from Washington asking the Embassy to ensure that this required report has been received for the FY 1974 and the FY 1975 PL 480, Title I agreements, but as of this date, no report has been received. Washington also points out that no report has been received from Bangladesh for these periods. They urgently request a copy of each of the reports due.

Please let me know when the reports may be expected so that I can send Washington an immediate interim report.

cc: Zea-Uddin Ahmad, Dpty. Chf., Planning Commission

Dr. Ekram Hossain, Jt. Sec., Planning Commission

M. A. Malik, Jt. Secretary, Ministry of Finance

Sincerely,

[Signed]

CARL O. WINBERG
Agricultural Attaché

Mr. Syed-uz-Zaman, Secretary
Planning Commission
Dacca, Bangladesh

* Enclosure: As stated.

¹ United Nations, *Treaty Series*, vol. 917, p. 103.

III

AMERICAN EMBASSY
DACCA, BANGLADESH

Office of Agricultural Attaché

March 11, 1975

Dear Mr. Secretary:

I wish to bring to your attention that the October 4, 1974, PL 480, Title I Agreement contained revised procedures for the requirement to report, at least annually, the amount of both the Taka generated from the sale of the wheat and rice financed under the program and the disposition or expenditure of the Taka funds generated.

The actual wording of the revised procedure, as quoted from the agreement is:

“The Government of the importing country (Bangladesh) shall furnish, in accordance with its fiscal year budget reporting procedures, at such times as may be requested by the Government of the exporting country (USA), but not less often than annually, a report of the receipts and expenditure of the proceeds, certified by the appropriate audit authority of the Government of the importing country (Bangladesh), and in the case of expenditures the budget sector in which they were used.”

I am writing at this time to urge that reporting procedures be initiated in your Government to assure a certified report of funds generated (proceeds) since October 1974 under the current PL 480, Title I Agreement and the expenditure of at least part of the funds for your fiscal 1975 (July 1, 1974-June 30, 1975). A certified report should be forwarded as soon as it can be made available after the close of each of your fiscal years as soon after June 30th as possible. The first report would be as soon after June 30, 1975, as possible.

Sincerely,

[*Signed*]

CARL O. WINBERG
Agricultural Attaché

Mr. Syed-uz-Zaman, Secretary
Planning Commission/External Resources Division
Secretariat
Government of Bangladesh
Dacca

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH AMENDING THE AGREEMENT OF 11 SEPTEMBER 1975² FOR SALES OF AGRICULTURAL COMMODITIES, AS AMENDED³

I

The American Ambassador to the Bangladesh Joint Secretary, Planning Commission

EMBASSY OF THE UNITED STATES OF AMERICA
DACCA

March 30, 1976

Dear Dr. Hossain:

I have the honor to refer to the PL 480, Title I Agricultural Sales Agreement signed by representatives of our two Governments on September 11, 1975,² as amended February 23, 1976,³ and to propose that the agreement be further amended as follows:

In Part II, Item I, Commodity Table:

- (A) under the appropriate columns for Rice—delete “150,000” and “\$45.4”, and insert “200,000” and “\$57.2”;
- (B) for Wheat/Wheat flour—delete “400,000” and “\$60.5” and insert “550,000” and “\$84.7”; and
- (C) under the column entitled Maximum Export Market Value at the line designated “Total”—delete “\$128.6” and insert “\$164.6”.

All other terms and conditions of the September 11, 1975, Title I agreement, as amended, remain the same.

I propose that this note and your reply concurring therein will constitute an agreement between our two Governments effective on the date of your note in reply.

Please accept the renewed assurances of my highest consideration.

D. E. BOSTER

Dr. Ekram Hossain
Joint Secretary
Planning Commission
Government of Bangladesh
Dacca

¹ Came into force on 30 March 1976, the date of the note in reply, in accordance with the provisions of the said notes.

² See p. 74 of this volume.

³ See p. 79 of this volume.

II

The Bangladesh Joint Secretary, Planning Commission, to the American Ambassador

Dr. Ekram Hossain
Joint Secretary

Dated March 30, 1976

D.O. No. 154/ERD-II/USA(PL 480)-2/75

Excellency,

I have the honour to refer to the PL 480, Title I Agricultural Sales Agreement signed by representatives of our two Governments on September 11, 1975, as amended February 23, 1976, and we concur to the amendment as proposed in your note dated March 30, 1976, as follows:

[See note I]

This note in reply concurring to the proposals as mentioned in your note of March 30, 1976, constitutes an Agreement between our two Governments effective the date of our reply.

Please accept the renewed assurances of my highest consideration.

Yours sincerely,

[Signed]

EKRAM HOSSAIN

H. E. Davis E. Boster
Ambassador for USA in Bangladesh
Dacca

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH AMENDING THE AGREEMENT OF 11 SEPTEMBER 1975² FOR SALES OF AGRICULTURAL COMMODITIES, AS AMENDED³

I

The American Ambassador to the Bangladesh Joint Secretary, Planning Commission

EMBASSY OF THE UNITED STATES OF AMERICA
DACCA

April 26, 1976

Dear Dr. Hossain:

I have the honor to refer to the PL 480, Title I Agricultural Sales Agreement signed by representatives of our two Governments on September 11, 1975,¹ as amended February 23² and March 30, 1976,³ and propose that the agreement be further amended as follows:

- (A) In Part II-Item I-Commodity Table: for Wheat/Wheat Flour, Rice and Soybean/Cottonseed Oil under the column entitled Supply Period insert after U.S. Fiscal Year "plus July 1 through September 30, 1976";
- (B) In Part II-Item III-Usual Marketing Table: under the Import Period column for Wheat/Wheat Flour, Rice and Soybean/Cottonseed Oil—delete for each commodity "1976" and insert "1976 plus July through September 30, 1976"; and
- (C) In Part II-Item IV-Export Limitations: after . . . "Fiscal Year 1976" insert "plus July 1 through September 30, 1976".

All other terms and conditions of the September 11, 1975, agreement, as amended February 23 and March 30, 1976, remain the same.

I propose that this note and your reply concurring therein will constitute an agreement between our two Governments effective on the date of your note in reply.

Please accept the renewed assurances of my highest consideration.

D. E. BOSTER

Dr. Ekram Hossain
Joint Secretary
Planning Commission
Government of Bangladesh

¹ Came into force on 26 April 1976, the date of the note in reply, in accordance with the provisions of the said notes.

² See p. 74 of this volume.

³ See p. 79 and p. 85 of this volume.

II

The Bangladesh Joint Secretary, Planning Commission, to the American Ambassador

Dr. Ekram Hossain
Joint Secretary

Dated: April 26, 1976

D.O.No.202/ERD-II/USA (PL 480)-2/75

Excellency,

I have the honour to refer to the PL 480, Title I Agricultural Sales Agreement signed by representatives of our two Governments on September 11, 1975, as amended February 23 and March 30, 1976 and we concur to the amendment as proposed in your note dated April 26, 1976, as follows:

[See note I]

This note in reply concurring to the proposals as mentioned in your note of April 26, 1976, constitutes an Agreement between our two Governments effective the date of our reply.

Please accept the renewed assurances of my highest consideration.

Yours sincerely,

[Signed]

EKRAM HOSSAIN

H. E. Davis E. Boster
Ambassador for USA in Bangladesh
Dacca
