

No. 19924

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**UNITED STATES OF AMERICA  
and  
NICARAGUA**

**Agreement for sales of agricultural commodities. Signed at  
Managua on 31 August 1979**

**Exchange of notes constituting an agreement amending  
the above-mentioned Agreement. Managua, 11 and  
13 February 1980**

**Exchange of notes constituting an agreement amending the  
above-mentioned Agreement of 31 August 1979, as  
amended. Managua, 20 and 25 March 1980**

**Exchange of notes constituting an agreement amending the  
above-mentioned Agreement of 31 August 1979, as  
amended. Managua, 19 June 1980**

*Authentic text of the Agreement: English.*

*Authentic texts of the exchanges of notes: English and Spanish.*

*Registered by the United States of America on 10 June 1981.*

# AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF NATIONAL RECONSTRUCTION OF NICARAGUA FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of National Reconstruction of Nicaragua,

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

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 the exporting country of purchase authorizations and their acceptance by the Government of the importing country; and

<sup>1</sup> Came into force on 31 August 1979 by signature, in accordance with part III (B).

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 obligation to reimburse the Government of the exporting 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 initial payment as may be specified in part II of this agreement. The amount of this payment shall be that portion 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. *Currency use payment*

The Government of the importing country shall pay, or cause to be paid, upon demand by the Government of the exporting country in amounts as it may determine, but in any event no later than one year after the final disbursement by the Commodity Credit Corporation under this agreement, or the end of the supply period, whichever is later, such payment as may be specified in part II of this agreement pursuant to Section 103(b) of the Act (hereinafter referred to as the currency use payment). The currency use payment shall be that portion of the amount financed by the exporting country equal to the percentage specified for currency use payment in part II. Payment shall be made in accordance with paragraph H and for purposes specified in Subsections 104(a), (b), (e), and (h) of the Act, as set forth in part II of this agreement. Such payment 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. Unless otherwise specified in part II, no requests for payment will be made by the Government of the exporting country prior to the first disbursement by the Commodity Credit Corporation of the exporting country under this agreement.

### C. *Type of financing*

Sales of the commodities specified in part II shall be financed in accordance with the type of financing indicated therein. Special provisions relating to the sale are also set forth in part II.

### D. *Credit provisions*

1. 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 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.

The 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.

2. Interest on the unpaid balance of the principal due the Government of the exporting country for commodities delivered in each calendar year shall be paid as follows:

a. In the case of Dollar Credit, interest shall begin to accrue on the date of last delivery of these commodities in each 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 annually and not later than the due date of each installment payment of principal.

b. In the case of Convertible Local Currency Credit, interest shall begin to accrue on the date of dollar disbursement by the Government of the exporting country. Such interest shall be paid annually beginning one year after the date of last delivery of commodities in each calendar year, except that if the installment payments for these commodities are not due on some anniversary of such date of last delivery, any such interest accrued on the due date of the first installment payment shall be due on the same date as the first installment and thereafter such interest shall be paid on the due dates of the subsequent installment payments.

3. For the period of time 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.

#### E. *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 provided for in this agreement as follows:

1. 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.
2. 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.

#### F. *Sales proceeds*

The total amount of the proceeds accruing to the importing country from the sale of commodities financed under this agreement, to be applied to the economic development purposes set forth in part II of this agreement, shall be not less than the local currency equivalent of the dollar disbursement by the Government of the exporting country in connection with the financing of the commodities (other than the ocean freight differential), provided, however, that the sales proceeds to be so applied shall be reduced by the currency use payment, if any, made by the Government of the importing country. 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. Any such accrued proceeds that are loaned by the Government of the importing country to private or non-governmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The Government of the importing country shall furnish, in accordance with its fiscal year budget reporting procedure, at such times as may be requested by the Government of the exporting country but not less often than annually, a report of the receipt and expenditure of the proceeds, certified by the appropriate audit authority of the Government of the importing country, and in case of expenditures the budget sector in which they were used.

### G. *Computations*

The computation of the initial payment, currency use payment and all payments of principal and interest under this agreement shall be made in United States dollars.

### H. *Payments*

All payments shall be in United States dollars or, if the Government of the exporting country so elects,

1. 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 or, in the case of currency use payments, used for the purposes set forth in part II of this agreement; or
2. The payments shall be made in local currency at the applicable exchange rate specified in part I, article III, 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 or, in the case of currency use payments, used for the purposes set forth in part II of this agreement in the importing country.

## *Article III*

### A. *World trade*

The two Governments shall take maximum 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 steps to assure that the exporting country obtains a fair share of any increase in commercial purchases of agricultural commodities by the importing country;
3. 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

4. Take all possible measures to prevent the export of any commodity of either domestic or foreign origin, which is defined in part II of this agreement, during the export limitation 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 the provisions of 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 supply period specified in part II, Item I of this agreement and any subsequent comparable period during which commodities purchased under this agreement are being imported or utilized:

1. The following information in connection with each shipment of commodities under the agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; and the condition in which received;
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 by country of origin and exports by country of 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 on 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 purposes 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 purposes 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 in effect on the date of payment by the importing country which is not less favorable to the Government of the exporting country than the highest exchange rate legally obtainable in the importing country and which is not less favorable to the Government of the exporting country than the highest exchange rate 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 of 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. *Identification and 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 in the same manner as provided for in subsection 103(1) of the Act.

## PART II. PARTICULAR PROVISIONS

### Item I. *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 (millions)</i>
Wheat/wheat flour (wheat basis) . .	1979 and 1980	15,000	\$ 2.6
		TOTAL	\$ 2.6

### Item II. *Payment terms*

Convertible Local Currency Credit (CLCC)

a. Initial payment—none.

b. Currency use payment—none.

c. Number of installment payments—twenty (20).



- d. Amount of each installment payment—approximately equal annual amounts.
- e. Due date of first installment payment—six (6) years after date of last delivery of commodities in each calendar year.
- f. Initial interest rate—two (2) percent.
- g. Continuing interest rate—three (3) percent.

Item III. *Usual marketing table*

<i>Commodity</i>	<i>Import period (United States fiscal year)</i>	<i>Usual marketing requirement</i>
Wheat/wheat flour .....	1979 and 1980	None

Item IV. *Export limitations*

A. *Export limitation period.* The export limitation period shall be United States Fiscal Years 1979, 1980 and any subsequent U.S. fiscal year in which commodities financed under this agreement are being imported or utilized.

B. *Commodities to which export limitations apply.* For the purposes of part I, article III A (4) of this agreement, the commodities which may not be exported are: for wheat/wheat flour—wheat, wheat flour, rolled wheat, semolina, farina, and bulgur (or the same products under a different name).

Item V. *Self-help measures*

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.

B. The Government of Nicaragua agrees to:

1. Increase overall investment in agriculture and agricultural development with particular concern for the rural poor and the small farmer.
2. Provide increased access to markets for small farmers and increased employment opportunities for rural workers through an expanded program in grain stabilization.
3. Improve and expand the Government's AID assisted program of agricultural credit to increase their access to farm inputs such as seed, fertilizer, pesticides, and hand tools.
4. To carry out a Government land distribution program designed to provide land to landless small farmers as well as the related services and inputs needed by the program participants to farm efficiently and productively.
5. Expand training programs for small farmers in modern cultivation and production techniques.
6. Make available to the poor rural population on a nationwide basis education, nutrition, and health programs including basic health services, potable water and sanitation.
7. Construction and maintenance of rural infrastructure.

Item VI. *Economic development purposes for which proceeds accruing to the importing country are to be used*

A. 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 item V above, and for activities related to the reconstruction/recovery program particularly in the agricultural sector.

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.

### PART III. FINAL PROVISIONS

A. This agreement may be terminated by either Government by notice of termination to the other Government for any reason, and by the Government of the exporting country if it should determine that the self-help program described in the agreement is not being adequately developed. 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 Managua in duplicate, this 31st day of August, 1979.

For the Government  
of the United States of America:

[Signed — Signé]<sup>1</sup>

For the Government of National  
Reconstruction of Nicaragua:

[Signed]

ALFONSO ROBELO  
National Reconstruction Board

[Signed]

JOAQUIN CUADRA  
Minister of Finance

[Signed]

ALEJANDRO MARTÍNEZ  
Director, INCEI

<sup>1</sup> Signed by Lawrence Pezzullo — Signé par Lawrence Pezzullo.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF NATIONAL RECONSTRUCTION OF NICARAGUA AMENDING THE AGREEMENT OF 31 AUGUST 1979 FOR SALES OF AGRICULTURAL COMMODITIES<sup>2</sup>

I

No. 37

The Embassy of the United States of America presents its compliments to the Ministry of Exterior of the Republic of Nicaragua and has the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on August 31, 1979,<sup>2</sup> and to propose that the Agreement be amended by making the following changes in part II, Particular Provisions:

- A. In item I, Commodity table, under appropriate column headings:
- (1) On line entitled Wheat/wheat flour (wheat basis), change quote 15,000 unquote to quote 40,000 unquote, and quote dollars 2.6 unquote to quote dollars 7.1 unquote.
  - (2) Immediately beneath line entitled quote wheat/wheat flour (wheat basis) unquote, and under appropriate column headings, insert two new line items as follows: quote rice—1980—3,000—1.0 unquote and quote soybean/cotton seed oil—1980—5,700—4.5 unquote.
  - (3) On line entitled quote total unquote, change quote dollars 2.6 unquote to dollars 12.6 unquote.
- B. In item III, Usual marketing table, under appropriate column headings insert two new line items as follows: quote rice—1980—none unquote and quote edible vegetable oil and/or oil-bearing seeds (oil equivalent basis)—1980—none unquote.
- C. In item IV, Export limitations, paragraph B, Commodities to which export limitations apply, change the period concluding that paragraph to a semicolon, and add the following: quote for rice—rice, in the form of paddy, brown, or milled; and for soybean/cotton seed oil—all edible vegetable oils including peanut oil, soybean oil, cottonseed oil, rapeseed oil, sunflower oil, sesame oil, and any other edible vegetable oil or oil-bearing seeds from which these oils are produced unquote.
- D. In item VI, Economic development purposes for which proceeds accruing to importing country are to be used, insert a new paragraph as follows: quote C. Furthermore, the parties agree that the total amount of the proceeds accruing from the sale of commodities financed under this Agreement be deposited in a special Account with Nicaragua's Central Bank, and that the

<sup>1</sup> Came into force on 13 February 1980, the date of the note in reply, in accordance with the provisions of the said notes.

<sup>2</sup> See p. 232 of this volume.

specific utilizations of these funds shall be governed by sub-agreements approved jointly in writing by the International Reconstruction Fund (FIR), the Nicaraguan implementing agency, and the U.S. Agency for International Development (A.I.D.).

All other terms and conditions of the August 31, 1979 Agreement remain the same.

If the foregoing Amendment is acceptable to your Government, we propose that this Diplomatic Note, together with your reply thereto, constitute an Agreement between our two Governments to become effective on the date of your Diplomatic Note in reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Exterior the assurances of its highest consideration.

Embassy of the United States of America

Managua, D.N., February 11, 1980

## II

[SPANISH TEXT — TEXTE ESPAGNOL]

[TRANSLATION<sup>1</sup> — TRADUCTION<sup>2</sup>]

REPÚBLICA DE NICARAGUA  
MINISTERIO DEL EXTERIOR  
MANAGUA, NICARAGUA  
Secretaría General

REPUBLIC OF NICARAGUA  
MINISTRY OF FOREIGN RELATIONS  
MANAGUA, NICARAGUA  
General Secretariat

“*Año de la Alfabetización*”

“*Year of Literacy*”

MJP. No. 046

MJP No. 046

El Ministerio del Exterior de la República de Nicaragua saluda muy atentamente a la Honorable Embajada de los Estados Unidos de América y tiene el honor de dar aviso de recibo a la nota verbal No. 37 de fecha 11 de febrero en curso, por la que al referirse al Convenio de la Venta de Productos Agrícolas, firmado por representantes de los Gobiernos de los dos países el 31 de agosto de 1979, se propone sea enmendado el Capítulo II, Disposiciones Particulares, en la forma que se estipula en dicha comunicación.

Finalmente se propone, que si la Enmienda es aceptable para el Gobierno

The Ministry of Foreign Relations of the Republic of Nicaragua presents its compliments to the Embassy of the United States of America and has the honor to acknowledge receipt of note verbale No. 37 of February 11, 1980, which refers to the Agricultural Commodities Agreement signed by representatives of the two governments on August 31, 1979, and proposes that Part II, Particular Provisions, be amended as stipulated in the aforesaid note.

Lastly, it is proposed that if the amendment is acceptable to the Govern-

<sup>1</sup> Translation supplied by the Government of the United States.

<sup>2</sup> Traduction fournie par le Gouvernement des Etats-Unis.

de Nicaragua, la nota recibida y la correspondiente respuesta, constituyan un Acuerdo entre los dos Gobiernos, efectivo a partir de la fecha de esta nota.

Habiendo revisado la Enmienda en referencia la Junta de Gobierno de Reconstrucción Nacional la acepta en la forma propuesta, constituyendo la nota de la Honorable Embajada de los Estados Unidos de América en mención y esta contestación un Acuerdo entre los dos Gobiernos, que entrará en vigor a partir de esta fecha.

El Ministerio del Exterior aprovecha la oportunidad para reiterar a la Honorable Embajada de los Estados Unidos de América las seguridades de su más alta consideración.

Managua, 13 de febrero de 1980

[Signed — Signé]<sup>1</sup>

A la Honorable Embajada de los Estados Unidos de América  
Managua

ment of Nicaragua, the note received and the reply thereto shall constitute an agreement between the two governments to become effective on the date of this note.

Having reviewed the aforesaid amendment, the Junta of the Government of National Reconstruction accepts it as proposed. Therefore, the note from the Embassy of the United States of America and this reply thereto constitute an agreement between the two governments that shall become effective today.

The Ministry of Foreign Relations avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Managua, February 13, 1980

[MIGUEL D'ESCOTO]

The Embassy of the United States of America  
Managua

<sup>1</sup> Signed by Miguel d'Escoto — Signé par Miguel d'Escoto.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF NATIONAL RECONSTRUCTION OF NICARAGUA AMENDING THE AGREEMENT OF 31 AUGUST 1979 FOR SALES OF AGRICULTURAL COMMODITIES AS AMENDED<sup>2</sup>

I

*The American Embassy to the Nicaraguan Ministry of Foreign Relations*

No. 99

The Embassy of the United States of America presents its compliments to the Ministry of Exterior of the Republic of Nicaragua and has the honor to refer to the Agricultural Commodities Agreement signed by Representatives of our two Governments on August 31, 1979, as amended on February 11, 1980,<sup>2</sup> and to propose that the Agreement be further amended as follows:

In part II, particular provisions, item IV, export limitations:

A. In paragraph B, commodities to which export limitations apply, add the following sentence: Quote. However, for purposes of this Agreement, sesame seed shall not be considered to be included among those commodities listed above. Unquote.

B. Add a new paragraph C as follows:

Quote C. *Permissible exports:*

<i>Commodity</i>	<i>Quantity</i>	<i>Period exports permitted</i>
Peanuts . . . . .	994 metric tons	During United States Fiscal Year 1980 and any subsequent period during which soybean or cotton seed oil purchased under this Agreement is being imported or utilized.
Peanut oil . . . . .	382 metric tons	

Unquote.

All other terms and conditions of the August 31, 1979, Agreement, as amended, remain the same.

If foregoing Amendment is acceptable to your Government, we propose that this note, together with your reply thereto, constitute an Agreement between our two Governments to become effective on the date of your Diplomatic Note in reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Exterior the assurances of its highest consideration.

Embassy of the United States of America

Managua, D.N., March 20, 1980

<sup>1</sup> Came into force on 25 March 1980, the date of the note in reply, in accordance with the provisions of the said notes.

<sup>2</sup> See pp. 232 and 241 of this volume.

[TRANSLATION<sup>1</sup> — TRADUCTION<sup>2</sup>]GOVERNMENT OF NATIONAL RECONSTRUCTION  
MINISTRY OF FOREIGN AFFAIRS  
MANAGUA, NICARAGUA

The Secretariat

No. 072

The Ministry of Foreign Relations presents its compliments to the Embassy of the United States of America and has the honor to acknowledge receipt of its note verbale No. 99 of March 20, 1980, referring to the Agricultural Commodities Agreement concluded between Nicaragua and the United States of America on August 31, 1979, as amended on February 11, 1980, and proposing a new amendment, worded as follows:

[See note I]

In reply, the Junta of the Government of National Reconstruction accepts the proposed amendment, the terms of which are transcribed above. Therefore, the aforementioned note of the Embassy of the United States of America and this reply constitute an agreement between the two Governments, which shall enter into force today.

The Ministry of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Managua, March 25, 1980

Embassy of the United States of America  
Managua

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<sup>1</sup> Translation supplied by the Government of the United States.

<sup>2</sup> Traduction fournie par le Gouvernement des Etats-Unis.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF NATIONAL RECONSTRUCTION OF NICARAGUA AMENDING THE AGREEMENT OF 31 AUGUST 1979 FOR SALES OF AGRICULTURAL COMMODITIES AS AMENDED<sup>2</sup>

I

*The American Embassy to the Nicaraguan Ministry of Foreign Affairs*

No. 115

The Embassy of the United States of America presents its compliments to the Ministry of Exterior of the Republic of Nicaragua and has the honor to refer to the Agricultural Commodities Agreement signed by Representatives of our two Governments on August 31, 1979, as amended February 11, 1980 and March 25, 1980,<sup>2</sup> and to propose that part II, Particular Provisions of that Agreement be further amended as follows:

1. In item I, Commodity table:
  - A. On line entitled Wheat/wheat flour, under appropriate column headings delete quote 40,000—dollars 7.1 unquote and insert quote 60,000—dollars 10.6 unquote.
  - B. Delete in its entirety the line entitled quote rice unquote.
  - C. On line entitled quote soybean/cotton seed oil unquote, under appropriate column headings, delete quote 5,700—4.5 unquote and insert quote 10,200—7.0 unquote.
  - D. On line entitled quote total unquote delete quote dollars 12.6 unquote, and insert quote dollars 17.6 unquote.
2. In item III, Usual marketing table, delete in its entirety the line entitled quote Rice unquote.
3. In item IV, Export limitations, paragraph B, Commodities to which export limitations apply, delete the words, quote for rice—rice, in the form of paddy, brown, or milled; unquote.

All other terms and conditions of the August 31, 1979 Agreement, as amended, remain the same.

If the foregoing Amendment is acceptable to your Government, we propose that this note, together with your reply thereto, constitute an Agreement between our two Governments to become effective on the date of your Diplomatic Note in reply.

<sup>1</sup> Came into force on 19 June 1980, the date of the note in reply, in accordance with the provisions of the said notes.

<sup>2</sup> See pp. 232, 241 and 244 of this volume.



The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Exterior the assurances of its highest consideration.

Embassy of the United States of America

Managua, June 19, 1980

## II

[SPANISH TEXT — TEXTE ESPAGNOL]

REPÚBLICA DE NICARAGUA  
MINISTERIO DEL EXTERIOR  
MANAGUA, D.N.

Dirección Relaciones Económicas Internacionales

MSR. No. 167

El Ministerio del Exterior saluda muy atentamente a la Honorable Embajada de los Estados Unidos de América y tiene el honor de dar aviso de recibo a la nota verbal No. 115 de fecha 19 de junio en curso, por la que al referirse al Convenio de la Venta de Productos Agrícolas celebrado entre Nicaragua y los Estados Unidos de América el 31 de agosto de 1979, enmendado el 11 de febrero de 1980 y el 25 de marzo de 1980, se propone una nueva enmienda en los siguientes términos:

“1. Punto I, Tabla de Productos:

- A. En la línea titulada Trigo/Harina de trigo, bajo el encabezamiento y columnas apropiadas; cámbiese 40.000 — 7,1 a 60.000 10,6.
  - B. Exclúyase totalmente la línea titulada arroz.
  - C. En la línea titulada soya/aceite de semilla de algodón, bajo el encabezamiento y columna apropiada, cámbiese 5.700 — 4,5 a 10.200 — 7,0.
  - D. En la línea titulada Total, cámbiese dólares 12,6 a dólares 17,6.
2. Bajo Punto III, Tabla Usual de Mercadeo, exclúyase totalmente la línea titulada Arroz.
  3. Bajo Punto IV, Limitaciones de Exportación párrafo B, Productos a los cuales se aplican las Limitaciones de Exportación, exclúyanse las palabras Para Arroz-Arroz con cáscara, café o trillado.

Todos los demás términos y condiciones del Convenio del 31 de agosto de 1979, permanecerán iguales.

Si la enmienda anterior es aceptable para su Gobierno, proponemos que esta Nota Diplomática conjuntamente con su respuesta, constituyan un Convenio entre nuestros Gobiernos a ser efectivo a partir de la fecha de su respuesta.”

En respuesta se comunica que la Junta de Gobierno de Reconstrucción Nacional acepta la enmienda propuesta en los términos que se dejan transcritos, constituyendo la nota de la Honorable Embajada de los Estados Unidos de Amé-

rica en referencia y esta contestación un Convenio entre los dos Gobiernos que entrará en vigor a partir de esta fecha.

El Ministerio del Exterior aprovecha la oportunidad para reiterar a la Honorable Embajada de los Estados Unidos de América las seguridades de su más alta y distinguida consideración.

Managua, 19 de junio de 1980.

A la Honorable Embajada  
de los Estados Unidos de América  
Managua

[TRANSLATION<sup>1</sup> — TRADUCTION<sup>2</sup>]

REPUBLIC OF NICARAGUA  
MINISTRY OF FOREIGN AFFAIRS  
Department of International Economic Relations

No. 167

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to acknowledge receipt of its note verbale No. 115 of June 19, 1980 referring to the Agreement for Sales of Agricultural Commodities concluded between Nicaragua and the United States of America on August 31, 1979, as amended on February 11, 1980 and March 25, 1980, and proposing a new amendment worded as follows:

[*See note I*]

In reply, the Junta of the Government of National Reconstruction accepts the proposed amendment, the terms of which are transcribed above. Therefore, the aforementioned note of the Embassy of the United States of America and this reply constitute an agreement between the two Governments, which shall enter into force today.

The Ministry of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.

Managua, June 19, 1980

Embassy of the United States of America  
Managua

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<sup>1</sup> Translation supplied by the Government of the United States.

<sup>2</sup> Traduction fournie par le Gouvernement des Etats-Unis.