

No. 21162

**UNITED STATES OF AMERICA
and
JAMAICA**

**Agreement for the sale of agricultural commodities. Signed
at Kingston on 6 February 1981**

**Exchange of notes constituting an agreement amending the
above-mentioned Agreement. Kingston, 5 August 1981**

Authentic texts: English.

Registered by the United States of America on 27 July 1982.

**ÉTATS-UNIS D'AMÉRIQUE
et
JAMAÏQUE**

**Accord relatif à la vente de produits agricoles. Signé à
Kingston le 6 février 1981**

**Échange de notes constituant un accord modifiant l'Accord
susmentionné. Kingston, 5 août 1981**

Textes authentiques : anglais.

Enregistrés par les États-Unis d'Amérique le 27 juillet 1982.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF JAMAICA FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of Jamaica agree to the sale of agricultural commodities specified below. This agreement shall consist of the preamble and parts I and III of the Agreement signed August 8, 1977,² together with the following part II:

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 (US\$ millions)</i> |
|-----------------------------------|--|---|--|
| Wheat/wheat flour (wheat basis) | 1981 | 44,000 | \$ 8.4 |
| Corn | 1981 | 26,000 | 4.3 |
| Soybean/cottonseed oil | 1981 | 2,000 | 1.4 |
| Blended/fortified foods | 1981 | 3,000 | 0.9 |
| TOTAL | | | 15.0 |

Item II. PAYMENT TERMS

Convertible local currency credit:

- A. Initial payment, none;
- B. Currency use payment, none;
- C. Number of installment payments, fifteen (15);
- D. Amount of each installment payment, approximately equal annual amounts;
- E. Due date of first installment payment, six (6) years after the date of the 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 (metric tons)</i> |
|---|--|--|
| Wheat/wheat flour (wheat basis) | 1981 | 137,000 |
| Feed grains | 1981 | 100,000 |
| Edible vegetable oil and/or oil bearing seeds (oil equivalent basis) | 1981 | 14,100 of which at least 10,100 shall be imported from the United States |
| Blended/fortified foods | 1981 | None |

¹ Came into force on 6 February 1981 by signature, in accordance with part III (A).

² United Nations, *Treaty Series*, vol. 1118, p. 301.

*Item IV. EXPORT LIMITATIONS**A. Export limitation period:*

The export limitation period shall be United States fiscal year 1981, or any subsequent United States fiscal year during 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); for corn—corn, cornmeal, barley, grain sorghum, rye, oats, and any other feedgrains including mixed feeds containing predominantly such grains; for soybean/cottonseed 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; and for blended/fortified foods—blended/fortified foods.

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 Jamaica agrees to programs in the following areas:

1. Support efforts of the Ministry of Agriculture to improve its agricultural planning capacity in order to improve the formulation of agricultural policy and the design and evaluation of agricultural projects. As part of this effort, the Government of Jamaica will undertake steps to improve training opportunities for officials in the Ministry of Agriculture in appropriate managerial, administrative, and technical skills;
2. Continue the efforts of the Ministry of Agriculture directed at helping to make Jamaica more self-sufficient in food crops by intensifying local cultivation of food. As part of this effort, the Government of Jamaica will: A) expand and improve its agricultural extension service and upgrade the training of extension agents at the Jamaica School of Agriculture and related institutions, B) study the need for, and benefits of, a network of agricultural research stations and the steps and resources required to establish such a network, and C) strengthen its ability to coordinate presently existing agricultural research, education, and extension efforts directed at the small-scale farmers;
3. Continue to support soil conservation and erosion control measures and the development of farming plans to maximize the agricultural productivity of small-scale farmers;
4. Provide personnel and financial support to the efforts and programs of the Ministry of Agriculture to increase the effectiveness and efficiency of the agricultural marketing system;
5. Provide adequate personnel and financial support for the development and expansion of inland fish production throughout the country;
6. Provide adequate financial support for rural primary schools to continue the development and implementation of a curriculum with an agricultural focus and to train teachers through in-service training to implement the revised curriculum;
7. Develop within the Government of Jamaica, in conjunction with the Ministry of Health, a comprehensive and integrated population and development policy;
8. Strengthen the ability of the Ministry of Health's National Family Planning Board to carry out national family planning and population programs designed to reduce high rates of adolescent fertility;

9. Provide financial support and personnel to an analysis and evaluation of the nutritional impact and management efficiency of the supplementary feeding program;
10. Allocate foreign exchange and import licences for the purchase of spare parts, equipment, fertilizer and other agricultural inputs. The spare parts and equipment are to be made available to agricultural processing industries, especially those plants and facilities that purchase agricultural products from small farmers for processing.

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 the Agreement, and for the following development sector: Agriculture, in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritious, and stable food supply.

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.

Item VII. OTHER PROVISIONS

A. The Government of the exporting country agrees to waive repayment of up to that part of the product value which is attributed to the costs of processing, enrichment, or fortification of the blended or fortified foods to be financed under this agreement. The cost to the Government of the importing country for such commodities shall be the value of the quantity of the basic whole grain on which such commodities are based, determined by the Government of the exporting country as of the date of sale of blended or fortified foods.

B. The Government of the importing country assures the Government of the exporting country that benefits accruing by virtue of this waiver will be passed on to the individual recipients of such foods by means of free distribution through schools and maternal/child health centers.

C. Not later than one year after the close of the supply period for blended/fortified foods provided under this agreement, the Government of the importing country will furnish the Government of the exporting country a report describing the purposes for which such commodities were used, the locations in which they were used, and the average daily number of recipients benefitting from the distribution of those commodities.

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

DONE at Kingston, Jamaica, in duplicate, this 6th day of February, 1981.

For the Government
of the United States of America:

[Signed]

By: ROY T. HAVERKAMP
Title: Chargé d'Affaires

For the Government
of Jamaica:

[Signed]

By: EDWARD G. SEAGA
Title: Minister of Finance

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF JAMAICA AMENDING THE AGREEMENT
OF 6 FEBRUARY 1981 FOR THE SALE OF AGRICULTURAL
COMMODITIES.² KINGSTON, 5 AUGUST 1981

I

The American Ambassador to the Jamaican Minister of Foreign Affairs

Kingston, Jamaica, August 5, 1981

No. 207

Excellency,

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two governments on February 6, 1981,² and to propose that part II, Particular provisions, of that Agreement be amended as follows:

1. In item I, Commodity table, make the following changes:

- A. On line entitled "Wheat/wheat flour (wheat basis)", under appropriate column headings change "44,000—Dols 8.4" to "45,300—Dols 8.7".
- B. On line entitled "Soybean/cottonseed oil", under appropriate column headings change "2,000—Dols 1.4" to "3,400—Dols 2.3".
- C. Under appropriate column headings, insert new line as follows: "Rice—1981—2,000—Dols 0.9".
- D. On line entitled "Total", and under column headed "Maximum export market value (millions)", delete "Dols 15.0", and insert "Dols 17.1".

2. In item III, Usual marketing table, under appropriate column headings, insert new line as follows: "Rice—1981—47,000 metric tons".

3. In item IV, Export limitations, in paragraph B, Commodities to which export limitations apply, following the words "oil bearing seeds, from which these oils are produced;" delete the word "and". At the end of the paragraph, following the word "blended/fortified foods.", change the period to a semicolon and add the following: "and for rice—rice, in the form of paddy, brown, or milled."

All other terms and conditions of the February 6, 1981, Agreement remain the same. If the foregoing is acceptable to your government, I propose that this note, together with 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.

Kingston, August 5, 1981

The Embassy of the United States of America:
L. E. L.

The Rt. Honorable Hugh Lawson Shearer
Minister of Foreign Affairs
Government of Jamaica
Kingston, Jamaica

¹ Came into force on 5 August 1981, the date of the note in reply, in accordance with the provisions of the said notes.

² See p. 276 of this volume.

II

The Jamaican Deputy Prime Minister to the American Ambassador

JAMAICAN FOREIGN SERVICE

5th August, 1981

Excellency,

I have the honour to refer to your Note No. 207 of 5th August, 1981 which reads as follows:

[See note I]

I have the honour to inform you that the Government of Jamaica accepts the proposals outlined and agrees that your Note and this reply constitute an agreement between our two governments.

Please accept, Excellency, the assurances of my highest consideration.

[Signed]

H. L. SHEARER
Deputy Prime Minister and
Minister of Foreign Affairs

His Excellency Loren Lawrence
Embassy of the United States of America
Kingston
