

No. 22829

**BRAZIL
and
BOLIVIA**

Supplementary Agreement to the Agreement on economic and technical co-operation between the Government of the Federative Republic of Brazil and the Government of the Republic of Bolivia. Signed at Santa Cruz de la Sierra, Bolivia, on 8 February 1984

Authentic texts: Portuguese and Spanish.

Registered by Brazil on 30 March 1984.

**BRÉSIL
et
BOLIVIE**

Accord complémentaire à l'Accord de coopération économique et technique entre le Gouvernement de la République fédérative du Brésil et le Gouvernement de la République de Bolivie. Signé à Santa Cruz de la Sierra (Bolivie) le 8 février 1984

Textes authentiques : portugais et espagnol.

Enregistré par le Brésil le 30 mars 1984.

[TRANSLATION — TRADUCTION]

SUPPLEMENTARY AGREEMENT¹ TO THE AGREEMENT ON ECONOMIC AND TECHNICAL CO-OPERATION BETWEEN THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL AND THE GOVERNMENT OF THE REPUBLIC OF BOLIVIA²

The Government of the Federative Republic of Brazil and the Government of the Republic of Bolivia,

Desiring to intensify their economic and commercial co-operation and to increase trade between the two countries;

Having as their purpose to establish basic criteria for the use of up to \$US 100,000,000 (one hundred million United States dollars) in CACEX supplier financing for the export of Brazilian machinery, equipment, goods and services for use in priority projects to be undertaken by the Government of Bolivia with the aim of reviving the Bolivian economy;

Have agreed as follows:

Article I. The Bolivian Government has submitted to the Brazilian Government the following projects, which were subjected to a preliminary joint review, and will be regarded as having priority for purposes of granting credits, under the criteria which CACEX applies to this type of financing:

1. Puerto Quijarro;
2. Alcohol and PVC plant at La Paz;
3. Refrigerated slaughterhouse at Santa Cruz;
4. Equipment for urban construction projects at La Paz;
5. Equipment for services and assistance at Viru Viru airport;
6. Replacement parts for Bolivian railways rolling stock;
7. Equipment and studies for highway-linking projects under the Road Transport Master Plan, agreed to by both countries, covering the following sections:
 - Rurrenabaque–Guayaramerin;
 - Yucumo–Cobija;
 - Cobija–El Hondo;
 - La Paz–Yucumo;
 - San Rafael–San Matías and Puerto Suárez;
 - Casarabe–El Hondo and Blanca Flor;
8. Cobija Airport;
9. Final plans for Puerto Busch;
10. Livestock improvement and reconstitution of the animal population;
11. Silos and storage centres at Cochabamba, La Paz and Santa Cruz;

¹ Came into force on 8 February 1984 by signature.

² United Nations, *Treaty Series*, vol. 831, p. 121.

12. Feasibility study, final plans and other services for the La Paz industrial park;
13. Equipment and assistance for rural telecommunications;
14. Frontier systems and links;
15. Agricultural inputs;
16. Agricultural research equipment;
17. Assistance, equipment and materials for engineering projects on the Pirai River at Santa Cruz; and
18. Vehicles for ENTA.

Article II. The Bolivian entities will select Brazilian exporters for the projects listed in article I after the provisions of article IV have been complied with. Bolivian public corporations shall be required to make their selection through a public invitation to bid in which only Brazilian companies may participate, except when the specialized nature of the request limits the number of potential suppliers. In the latter case, official certification by Brazil shall be necessary. Priority shall be given to technical factors in contracting for services, and to the price factor in the procurement of goods.

Article III. When the invitation to bid has been approved, the Central Bank of Bolivia shall establish the mechanisms and financial terms [with which Bolivian importers shall comply. Guarantees shall be issued]¹ and the relevant arrangements made accordingly.

Article IV. On the basis of the Bolivian request, Brazilian exporters shall submit the financing applications to CACEX under the supplier credit procedures. CACEX shall review the applications on a project-by-project basis, in the light of the criteria applicable to the said supplier credit of up to \$US 100,000,000 (one hundred million United States dollars).

Article V. The Government of Bolivia shall designate the agency responsible for each project, and the Government of Brazil may, upon request, name an appropriate counterpart for the undertaking of joint implementation activities.

Article VI. This Supplementary Agreement shall remain in force until the financing referred to above has come to an end, unless one of the Parties informs the other in writing, at least six months in advance, through the diplomatic channel, of its intention to denounce the Agreement.

Article VII. This Agreement may be amended by an exchange of notes constituting understandings between the Parties, and the amendment shall enter into force on the date of the note of reply.

¹ Because of a typographical error, the words between brackets do not appear in the authentic Portuguese text of the Agreement. The text in brackets is a translation done by the Secretariat of the United Nations on the basis of the authentic Spanish text.

DONE at Santa Cruz de la Sierra, on 8 February 1984, in two originals in the Portuguese and Spanish languages, both texts being equally authentic.

For the Government
of the Federative Republic of Brazil:

[Signed]

RAMIRO SARAIVA GUERREIRO

For the Government
of the Republic of Bolivia:

[Signed]

JOSÉ ORTIZ MERCADO
