

**UNITED STATES OF AMERICA
and
CHILE**

**Agricultural Commodities Agreement under Title IV of the
Agricultural Trade Development and Assistance Act,
as amended (with exchange of notes of 7 August and
3 and 4 October 1962). Signed at Santiago, on 7 August
1962**

**Exchange of notes constituting an agreement amending the
above-mentioned Agreement. Santiago, 29 August and
10 September 1962**

Official texts: English and Spanish.

Registered by the United States of America on 22 April 1963.

**ÉTATS-UNIS D'AMÉRIQUE
et
CHILI**

**Accord relatif aux produits agricoles, conclu dans le cadre
du titre IV de la loi tendant à développer et à favoriser
le commerce agricole, telle qu'elle a été modifiée (avec
échange de notes des 7 août et 3 et 4 octobre 1962).
Signé à Santiago, le 7 août 1962**

**Échange de notes constituant un accord modifiant l'Accord
susmentionné. Santiago, 29 août et 10 septembre 1962**

Textes officiels anglais et espagnol.

Enregistrés par les États-Unis d'Amérique le 22 avril 1963.

No. 6652. AGRICULTURAL COMMODITIES AGREEMENT¹
BETWEEN THE GOVERNMENT OF THE UNITED STATES
OF AMERICA AND THE GOVERNMENT OF CHILE UN-
DER TITLE IV OF THE AGRICULTURAL TRADE DEVEL-
OPMENT AND ASSISTANCE ACT, AS AMENDED. SIGN-
ED AT SANTIAGO, ON 7 AUGUST 1962

The Government of the United States of America and the Government of Chile :

Recognizing the desirability of expanding trade in agricultural commodities between their two countries in a manner which would utilize surplus agricultural commodities, including the products thereof, produced in the United States of America to assist economic development in Chile ;

Recognizing that such expanded trade should be carried on in a manner which would not displace cash marketings of the United States of America in those commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries ;

Recognizing further that by providing such commodities to Chile under long-term supply and credit arrangements, the resources and manpower of Chile can be utilized more effectively for economic development without jeopardizing meanwhile adequate supplies of agricultural commodities for the domestic use ;

Desiring to set forth the understandings which will govern the sales, as specified below, of commodities to Chile pursuant to Title IV of the Agricultural Trade Development and Assistance Act, as amended, (hereinafter referred to as the Act) ;

Have agreed as follows :

Article I

COMMODITY SALES PROVISIONS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of Chile of credit purchase authorizations and to the availability of commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance during United States fiscal year 1963, or such longer periods as may be authorized by the Government of the

¹ Came into force on 7 August 1962, upon signature, in accordance with article V.

United States of America, the sales for United States dollars to purchasers authorized by the Government of Chile of the following :

<i>Commodity</i>	<i>Approximate Maximum Quantity</i>	<i>Maximum Export Market Value to be Financed (in thousands)</i>
Wheat, wheat flour and/or bulgur wheat . .	175,000 MT	\$10,900
Cottonseed and/or soybean oil	6,000 MT	1,660
Corn	10,000 MT	485
Tobacco	660 MT	1,500
Cotton	25,000 bales	3,500
Seeds	485 MT	535
Ocean Transportation (estimated)		995
		TOTAL \$19,575

The total amount of financing provided in the credit purchase authorizations shall not exceed the above-specified export market value to be financed, except that additional financing for ocean transportation will be provided if the estimated amount for financing shipments required to be made on United States flag vessels proves to be insufficient. It is understood that the Government of the United States will, as price declines or other marketing factors may require, limit the amount of financing provided in the credit purchase authorizations so that the quantities of commodities financed will not substantially exceed the above specified approximate maximum quantities.

2. Credit purchase authorizations will include provisions relating to the sale and delivery of commodities and other relevant matters.

3. The financing, sale and delivery of commodities hereunder may be terminated by either Government if that Government determines that because of changed conditions the continuation of such financing, sale and delivery is unnecessary or undesirable.

Article II

CREDIT PROVISIONS

1. The Government of Chile will pay, or cause to be paid, in United States dollars to the Government of the United States of America for the commodities specified in Article I and related ocean transportation (except excess ocean transportation costs resulting from the requirement that United States flag vessels be used) the amount financed by the Government of the United States of America together with interest thereon.

2. The principal amount due for commodities delivered in each calendar year under this Agreement, including the applicable ocean transportation costs related to such deliveries, shall be paid in twenty approximately equal annual payments. The first annual payment for commodities delivered in any calendar year shall become due on December 31 following the calendar year in which such deliveries were made. Subsequent annual payments shall become due at intervals of one year thereafter. Any annual payment may be made prior to the due date thereof.

3. Interest on the unpaid balance of the principal amount due the Government of the United States of America for commodities delivered in each calendar year shall be computed at the rate of three-quarters of one per centum per annum and shall begin on the date of the last delivery of commodities in such calendar year. Interest on each such unpaid balance shall be paid annually not later than the date on which the annual payment of principal becomes due.

4. All payments shall be made in United States dollars, and the Government of Chile will deposit, or cause to be deposited, such payments in the United States Treasury unless another depository is agreed upon by the two Governments.

5. The two Governments will each establish appropriate procedures to facilitate the reconciliation of their respective records of the amounts financed with respect to the commodities delivered during each calendar year.

6. For the purpose of determining the date of the last delivery of commodities for each calendar year, 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.

Article III

GENERAL PROVISIONS

1. The Government of Chile will take all possible measures to prevent the resale or transshipment to other countries or the use for other than domestic consumption of the agricultural commodities purchased pursuant to the provisions of this Agreement ; to prevent the export of these or similar types of commodities during the period that these commodities are being received and utilized ; and to ensure that the purchase of these commodities does not result in increased availability of these or similar types of commodities to nations unfriendly to the United States of America.

2. The two Governments will take reasonable precautions to assure that sales or purchases of commodities pursuant to the Agreement will not displace cash marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade of countries friendly to the United States of America.

3. In carrying out the provisions of this Agreement, the two Governments will seek to assure, to the extent practicable, conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and extend continuous market demand for agricultural commodities.

4. The Government of Chile will furnish, upon request of the Government of the United States of America, information on the progress of the program, including the arrival and condition of commodities, imports of commodities which may be required under this Agreement to be purchased from the United States of America or countries friendly to the United States of America in addition to commodities financed under this Agreement, and any exports of the same or like commodities.

Article IV

CONSULTATION

The two Governments will, upon request of either of them, consult regarding any matter relating to the application of this Agreement or to the operation of arrangements entered into pursuant to this Agreement.

Article V

ENTRY INTO FORCE

The Agreement shall enter into force upon signature.

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

DONE in duplicate at Santiago this 7th day of August, 1962.

For the Government
of the United States of America :

Charles W. COLE

For the Government
of Chile :

S. DEL RIO