No. 7145

UNITED STATES OF AMERICA
and
COLOMBIA

Agricultural Commodities Agreement under Title IV of the Agricultural Trade Development and Assistance Act, as amended (with related letters of 29 March and 15 April 1963). Signed at Bogotá, on 27 March 1963

Official text of the Agreement: English.

Official texts of the letters: English and Spanish.

Registered by the United States of America on 28 February 1964.

ÉTATS-UNIS D'AMÉRIQUE
et
COLOMBIE

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 lettres connexes des 29 mars et 15 avril 1963). Signé à Bogota, le 27 mars 1963

Texte officiel de l'Accord: anglais.

Textes officiels des lettres: anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 28 février 1964.

No. 7145. AGRICULTURAL COMMODITIES AGREEMENT[1] BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF COLOMBIA UNDER TITLE IV OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED. SIGNED AT BOGOTÁ, ON 27 MARCH 1963

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

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 Colombia;

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 Colombia under long-term supply and credit arrangements, the resources and manpower of Colombia 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 Colombia 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 Colombia 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 the period July 1, 1962 to June 30, 1963 inclusive, or such longer periods as may be authorized by the Government of the United States of America, sales for

[1] Came into force on 27 March 1963, upon signature, in accordance with article IV.

United States dollars, to purchasers authorized by the Government of Colombia, of the following:

Commodity	*Approximate maximum quantity (Metric tons)*	*Maximum export market value to be financed (Thousands)*
Wheat, wheat flour and/or bulgur wheat	30,000	$2,130
Inedible tallow	2,000	330
Cottonseed and/or soybean oil	10,000	2,620
Tobacco/tobacco products	500	1,100
Ocean transportation (estimated)		635
Total		$6,815

The total amount of financing provided in the credit purchase authorizations shall not exceed the above-specified total maximum 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 of America 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. With respect to the above commodities the two Governments will review annually supply and requirements factors and related matters, including normal patterns of trade with countries friendly to the United States of America, and agree upon any necessary adjustments of the composition and the approximate maximum quantities of the commodities, specified in paragraph 1 of this Article, to be supplied and export market value to be financed for any subsequent period.

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

4. 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 Colombia will pay, or cause to be paid, in United States dollars to the Government of the United States of America for the com-

modities specified in Article I and related ocean transportation (except excess ocean transportation costs resulting from the requirement that United States 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 19 approximately equal annual payments, the first of which shall become due two years after the date of the last delivery of commodities in such calendar year. 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 percentum per annum and shall begin on the date of the last delivery of commodities in such calendar year. Interest on the amount due with respect to deliveries in each calendar year which accrues for the semi-annual periods ending respectively 6 months, 12 months and 18 months after the date of the last delivery of commodities in such calendar year shall be paid not later than the ending dates of such respective semi-annual periods. Interest for the 6-month period ending on the first annual principal payment date shall be paid not later than such principal payment date. Thereafter, the interest on the unpaid balance shall be paid annually not later than the date on which annual payment of principal becomes due.

4. All payments shall be made in United States dollars, and the Government of Colombia 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 Colombia 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 this Agreement; to prevent the export of any commodity of either domestic or foreign origin which is the same as or like the commodities purchased pursuant to this