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No. 7892

UNITED STATES OF AMERICA
and
DOMINICAN REPUBLIC

Agricultural Commodities Agreement under Title IV of the Agricultural Trade Development and Assistance Act, as amended (with exchange of notes). Signed at Santo Domingo, on 18 March 1965

Official texts: English and Spanish.

Registered by the United States of America on 12 August 1965.

ÉTATS-UNIS D'AMÉRIQUE
et
RÉPUBLIQUE DOMINICAINE

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). Signé à Saint-Domingue, le 18 mars 1965

Textes officiels anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 12 août 1965.

No. 7892. AGRICULTURAL COMMODITIES AGREEMENT[1] BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE DOMINICAN REPUBLIC UNDER TITLE IV OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED. SIGNED AT SANTO DOMINGO, ON 18 MARCH 1965

The Government of the United States of America and the Government of the Dominican Republic ;

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 the Dominican Republic ;

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 the Dominican Republic under long-term supply and credit arrangements, the resources and manpower of the Dominican Republic can be utilized more effectively for economic development without jeopardizing meanwhile adequate supplies of agricultural commodities for domestic use ;

Desiring to set forth the understandings which will govern the sales, as specified below, of commodities to the Dominican Republic 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 the Dominican Republic of credit

[1] Came into force on 18 March 1965, upon signature, in accordance with article V.

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 specified in the following table or such longer period as may be authorized by the Government of the United States of America, sales for United States dollars, to purchasers authorized by the Government of the Dominican Republic, of the following commodities :

Commodity	*Supply Period*	*Approximate Maximum Quantity (Metric Tons)*	*Maximum Export Market Value to be Financed*
Wheat and/or wheat flour . . .	U.S. Calendar Year 1965	15,000	$1,020,000
Rice	U.S. Fiscal Year 1965	20,000	2,646,000
Ocean transportation (estimated)			397,000
		TOTAL	$4,063,000

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 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. Credit purchase authorizations will include provisions relating to the sale and delivery of such 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 the Dominican Republic 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 19 approximately equal annual payments, the first of which shall become due two years after the date of 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 begin on the date of the last delivery of commodities in such calendar year and be paid not later than the date on which the annual payments of principal become due. The interest shall be computed at the rate of one percent per annum during the period from the date of last delivery of commodities in such calendar year to the due date of the first annual payment of principal and at two and one-half percent per annum thereafter.

4. All payments shall be made in United States dollars and the Government of the Dominican Republic shall deposit or cause to be deposited such payments in the United States Treasury for credit to the Commodity Credit Corporation, 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 the Dominican Republic 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 Agreement during the period said commodities are being received and utilized (except where such export is specifically approved by the Government of the United States of America) ; and to ensure that the purchase of commodities pursuant to this Agreement does not result in increased availability of these or like commodities to nations unfriendly to the United States of America.