

81 or 5-11-96

30 May 96.

**AGREEMENT BETWEEN
THE COMMODITY CREDIT CORPORATION
AND
THE MINISTRY OF FINANCE, ON BEHALF OF
THE GOVERNMENT OF THE COOPERATIVE REPUBLIC OF GUYANA
FOR SALES OF AGRICULTURAL COMMODITIES**

The Commodity Credit Corporation, an agency and instrumentality of the United States of America, and the Ministry of Finance on behalf of the Government of the Cooperative Republic of Guyana, have mutually agreed 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 17, 1995 in Georgetown and signed for the Commodity Credit Corporation on August 22, 1995 with the following Part I, Article III, Paragraph C and Part II.

PART I - GENERAL PROVISIONS

ARTICLE III

C. Reporting and Compliance

1. In addition to any other reports agreed upon by the two governments, on or before January 31, 1997, the government of the importing country shall furnish, in such form and at such time as may be requested by the Commodity Credit Corporation:
2. A report on the arrival of each shipment of commodities purchased under the Agreement which shall include: the name of each vessel; the commodity and quantity received; the discharge port; the date discharge was completed; the condition of the commodity on arrival; any significant loss or damage in transit; and advice of any claim for, or recovery of, or reduction of freight charges due to loss or damage in transit on U.S. flag ships.
3. A report on the tonnage distributed and/or sold under this Agreement.
4. A report covering the supply period specified in Part II, Item I, of the Agreement and containing: statistical data on imports by country of origin to meet usual marketing requirements specified in Part II, Item III, of the Agreement; a statement of the measures taken to implement the provisions of Paragraph A, Items 2 and 3 of this Article; statistical data on exports by country of destination of commodities the same as or like those imported under the Agreement, as specified in Part II, Item IV of the Agreement; a statement on utilization of commodities imported under the Agreement; and a statement of measures taken to implement the publicity provision of Paragraph G of this Article.
5. A report covering the status of the development plan measures and/or any other objectives specified in Part II, Item V of this Agreement.

6. Unless this Agreement specifically provides otherwise, all notifications and communications to the government of the exporting country required to be made under this Agreement, or otherwise relating to this Agreement, shall be made to the Director, CCC Program Support Division, USDA/FAS, Room 4071-S, Ag Box 1031, Washington, D.C. 20250-1031, USA.

7. The government of the importing country shall maintain records and documents for a period of three years from the date of receipt of the agricultural commodities in a manner which will accurately reflect all transactions pertaining to their receipt and distribution.

PART II - PARTICULAR PROVISIONS

Item I. Commodity Table:

Commodity	Supply Period (U.S. Fiscal Year)	Approximate Quantity (Metric Tons)	Maximum Export Market Value (US\$ Million)
Wheat	1996	40,000	9.0
TOTAL:			9.0

Item II. Payment Terms: Dollar Credit (DC)

- A. Number of Installment Payments - twenty-four (24).
- B. Amount of Each Installment Payment - Approximately equal annual amounts.
- C. Due Date of First Installment Payment - Seven (7) years after date of last delivery of commodities in each calendar year.
- D. Initial Interest Rate - two (2) percent.
- E. Continuing Interest Rate - three (3) percent.

Item III. Usual Marketing Table.

Commodity	Import Period (U.S. Fiscal Year)	Usual Marketing Requirement (Metric Tons)
Wheat	1996	None

Item IV. Export Limitations.

A. **Export Limitation Period.** The export limitation period shall be U.S. fiscal year 1996 or any subsequent U.S. 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 3, of this Agreement, the commodities which may not be exported are: wheat, wheat flour, rolled wheat, semolina, farina, or bulgur (or the same products under different names).

Item V. Development Plans.

A. The agricultural commodities provided under this Agreement or the revenues generated by the sale of such commodities will be integrated into the overall development plans of the importing country to improve food security, alleviate poverty, and promote broad-based, equitable, and sustainable agriculture in the following ways:

1. **Rehabilitate and maintain agricultural infrastructure, including sea defenses, drainage and irrigation systems, and farm to market roads;**
2. **Support programs which will lead to more secure land tenure rights for small farmers;**
3. **Support for the institutional reform of the agencies responsible for the maintenance and operation of the drainage and irrigation systems and for land titling;**
4. **Support agricultural research, extension, marketing, training and other activities which contribute to increasing agricultural production;**
5. **Support for environmental programs and activities;**
6. **Fulfill Government of Guyana funding obligations and/or direct support to development projects and programs funded by the U.S. Government and other donors, including: support for the deeds registry and rehabilitation of the land court; and support for the development of water users associations for the drainage and irrigation systems.**

B. **Competitive private sector participation within Guyana in the storage, marketing, transportation, and distribution of agricultural commodities made available under this Agreement will be encouraged by: allowing the private sector to import and distribute 100 percent of the P.L. 480 Title I commodities.**

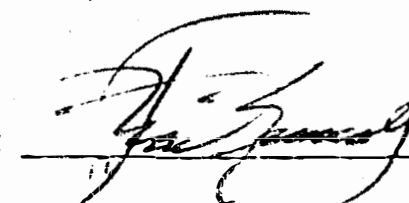
C. The government of the importing country will provide reports as requested by the exporting country on progress made toward accomplishing the development plans described in this Item V. An annual report is due not later than September 30, 1996.

This agreement shall enter into force upon signature.

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

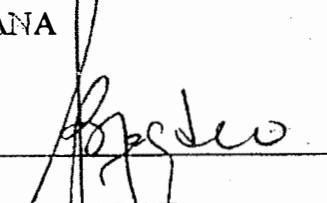
DONE in Georgetown, Guyana, this seventh day of December, 1995.

ON BEHALF OF
THE UNITED STATES OF AMERICA


BY: 
J. CHRISTIAN KENNEDY
CHARGE D'AFFAIRS
EMBASSY OF THE
UNITED STATES OF AMERICA

DATE: 7 Dec. 95

FOR THE MINISTRY OF FINANCE, ON
BEHALF OF THE GOVERNMENT OF
THE COOPERATIVE REPUBLIC OF
GUYANA

BY: 
BHARRAT JAGDEO
SENIOR MINISTER OF
FINANCE

DATE: 1995-12-07

BY: 
CHRISTOPHER E. GOLDTHWAIT
GENERAL SALES MANAGER
COMMODITY CREDIT CORPORATION

DATE: 12-12-95