

AUTORIZACION DE TRANSFERENCIA

Programa de Alimentos por Emergencia

AID No. 527-XXX-000-3656

Vice Presidente Ejecutivo
Commodity Credit Corporation
Departamento de Agricultura de
los Estados Unidos de América
Washington, D.C.

Fecha de Aprobación del Programa:

Título del Programa:
PERU Programa de Emergencia - Aceite
Vegetal

De conformidad con las disposiciones del Título II de la Ley Pública 480 y su enmienda, de la Sección 1-201 de la Orden Ejecutiva No. 12220 y de la Delegación de Autoridad No. 5 del 27 de Junio de 1980, de la Agencia de Cooperación para el Desarrollo Internacional, la Commodity Credit Corporation (CCC) mediante la presente está autorizada para transferir y despachar al Gobierno del Perú (GDP) los artículos de consumo para uso en una cantidad estimada en US\$6'529,600 de acuerdo con las siguientes instrucciones:

I. Cantidad (Toneladas métricas que no excederán:)

<u>Total Anterior</u>	<u>Aumento</u>	<u>Disminución</u>	<u>Total a la Fecha</u>
	10,600		10,600

II. Productos que se Despacharán:

<u>No. de Código</u>	<u>Artículo</u>	<u>Toneladas Métricas</u>	<u>Valor Estimado</u>
421.2040	Aceite Vegetal	10,600	US\$6'529,600

III. Costo Estimado de Transporte Marítimo: U.S. Dólares 1'312,000

Todos los gastos de transporte marítimo bajo este programa, sin considerar el estimado que se indica arriba, se deben cargar a la Autorización de Transferencia No. 35-9500-000-3899.

IV. Especificaciones de los Productos:

Aceite vegetal (aceite comestible, del tipo para ensalada). Especificaciones del Departamento de Agricultura de los Estados Unidos. En cilindros de 55 galones, sin marcas ni etiquetas.

V. Instrucciones de Embarque

A. Plan de Entrega: A la brevedad posible en un solo embarque.

B. Puerto de desembarque: Callao, Perú.

C. Consignatario: Empresa Nacional de Comercialización de Insumos (ENCI), Lima, Perú.

D. Envío de Copias de Conocimiento de Embarque y otra documentación de embarque a:

- (1) Consignatario por via aérea--original y 2 copias.
- (2) Consignatario acompañando la carga--original y 2 copias.
- (3) SER/COM/TR, Agencia para el Desarrollo Internacional, Washington D.C., 20523. Atn.: Ms. Ioanna Jackson--original y 2 copias.
- (4) USAID, c/o Embajada Americana, Lima, Perú--original y 2 copias

VI. Objetivos del Programa

- A. Los productos autorizados mediante la presente son una contribución del Gobierno de los Estados Unidos (USG) al GDP como parte del programa de apoyo de emergencia y reconstrucción del USG a las áreas del Perú que han sido afectadas por las inundaciones y sequía como resultado del fenómeno del Niño. Los desastres han afectado seriamente a más de 1.3 millones de peruanos y han causado pérdidas en la producción y daños en la infraestructura, los cuales ascienden a \$1,100 millones. Se incluyen en las pérdidas en la producción una baja de cerca del 11 por ciento de la producción agropecuaria estimada para 1983, lo cual incluye pérdidas considerables en las principales fuentes de producción local de aceite comestible (pescado, soya, maíz, semilla de algodón y otros).
- B. El suministro de aceite vegetal al GDP tal como se menciona en la presente tiene los siguientes objetivos básicos:
 - (1) Aliviar el serio déficit de aceite comestible doméstico que se prevee continuará durante los próximos 12 meses;
 - (2) Ayudar a prevenir un aumento acelerado en el precio de mercado de aceite comestible.
 - (3) Permitir al GDP utilizar sus escasas divisas para importar otros víveres vitales;
 - (4) Generar ingresos para colaborar con el GDP en apoyar el programa de restauración y rehabilitación agrícola propuesto así como otros programas humanitarios de suplementos nutricionales; y
 - (5) Canalizar recursos vitales a las zonas afectadas por los desastres.

VII. Distribución de los Productos

- A. El aceite vegetal bajo esta transferencia será consignado a la entidad designada por el GDP, Empresa Nacional de Comercialización de Insumos (ENCI). El aceite será importado libre de impuestos y será puesto a la venta al por menor a nivel nacional a través de los canales de comercialización existentes. El GDP, a través de ENCI, será responsable de los gastos por concepto de almacenaje, manipuleo interno, transporte a los puestos de venta, así como por cualquier otro gasto de distribución de los productos.
- B. Las ventas al por menor de este aceite del programa de la Ley Pública 480, Título II se harán en mercados públicos y otros lugares designados para la venta al por menor en todo el Perú. No será vendido por intermediarios no autorizados. Las ventas serán efectuadas a precios aprobados por el GDP sin ganancias indebidas para ninguna de las partes o agente encargado del manipuleo del producto.
- C. La estructura de precios de este producto del programa de la Ley Pública 480, Título II, será establecida de manera de poder brindar precios justos, en todos los lugares de venta. El consignatario establecerá condiciones de venta para asegurar que el producto pueda ser adquirido por todos los segmentos de la población, incluyendo a familias de bajos ingresos. La estructura de precios para el aceite del Título II no debe proporcionar un incentivo para la re-exportación del aceite del Título II a otros países.

VIII. Depósito y Desembolso de los Ingresos

- A. El Gobierno del Perú conviene en depositar todos los ingresos acumulados de la venta de aproximadamente 10,600 TM de aceite vegetal comestible bajo este convenio en una Cuenta Especial con el Banco de la Nación en Lima, que se utilizará exclusivamente para actividades de emergencia para rehabilitación y reconstrucción por motivo del desastre. Para fines de este Convenio, el término ingresos significa el valor más alto del valor CIF (Costo, Seguro y Flete), o el precio de mayorista de ENCI para el aceite. La contabilidad para los ingresos se llevará por separado y aparte de cualesquiera otros fondos que posea el GDP. El GDP venderá los productos bajo este convenio antes de vender otros productos del mismo tipo o similares que posea. Los ingresos serán depositados en una Cuenta Especial lo más pronto posible y bajo ninguna circunstancia posterior a cinco días útiles después de que ENCI haya efectuado la venta del aceite.
- B. El Gobierno del Perú ha designado al Instituto Nacional de Desarrollo (INADE), una institución peruana, para determinar prioridades, coordinar y asignar los usos de los ingresos,

EN TESTIMONIO DE LO CUAL, los representantes respectivos, debidamente autorizados para el efecto, han suscrito el presente Convenio. Hecho en duplicado, en Lima, Perú a los veintidós días del mes de Setiembre de 1983.

POR EL GOBIERNO DE LOS ESTADOS
UNIDOS DE AMERICA

POR EL GOBIERNO DE LA REPUBLICA
DEL PERU

Título:

Frank V. Ortiz

Título:

Beltrando

Fecha:

22 de Setiembre de 1983

Fecha:

22 de Setiembre de 1983

Solicitud y Aceptación:

La asistencia descrita en esta autorización es solicitada, y los términos y condiciones de este Convenio y de la Regulación 11 de AID y su enmienda 44 FR 34034-45 del 13 de Junio de 1979 (incluida e incorporada en la presente como referencia) son aceptados, excepto que se dispusiera de otra manera por la presente.

TRANSFER AUTHORIZATION

Program Classification:
Emergency Food Assistance

AID No. 527-XXX-000-3656

Executive Vice President
Commodity Credit Corporation
U.S. Department of Agriculture
Washington, D.C.

Program Approval Date:
April 25, 1983

Program Title:
PERU Vegoil Emergency
Support

In accordance with the provisions of Title II, P.L. 480 (as amended), Sec. 1-201 of Executive Order 12220 and International Development Cooperation Agency Delegation of Authority No. 5 effective June 27, 1980, the Commodity Credit Corporation (CCC) is hereby authorized to transfer and deliver agricultural commodities to the Government of Peru (GOP) for use in an amount estimated at \$6,529,600 pursuant to the following instructions:

I. Quantity (Metric Tons, not to exceed:)

<u>Previous Total</u>	<u>Increase</u>	<u>Decrease</u>	<u>Total to Date</u>
	10,600		10,600

II. Commodities to be Shipped:

<u>Code</u>	<u>Commodity</u>	<u>Metric Tons</u>	<u>Estimated Value</u>
421.2040	Vegoil	10,600	\$6,529,600

III. Estimated Cost of Ocean Freight: U.S. Dols. 1,312,000:

All actual ocean transportation expenditures under this program, regardless of the estimate shown above, are to be charged to blanket freight transfer authorization No. 35-9500-000-3899.

IV. Commodity Specifications

Vegoil (edible, salad type). USDA specifications. In 55 gallon drums, unlettered and free of labels.

V. Shipping Instructions

A. Delivery Schedule: As soon as possible in one tranche.

B. Port of Discharge: Callao, Peru.

C. Consignee: Empresa Nacional de Comercialización de Insumos (ENCI),
Lima, Peru

D. Send copies of bill of lading and other related shipping documents as follows:

- (1) Original and 2 copies to consignee via airmail.
- (2) Original and 2 copies to consignee accompanying cargo.
- (3) Original and 2 copies to SER/COM/TR, Agency for International Development, Washington, D.C. 20523. Attn.: Ms. Ioanna Jackson.
- (4) Original and 2 copies to USAID, c/o American Embassy, Lima, Peru.

VI. Program Objectives

- A. The commodities authorized herein are contributed by the U.S. Government (USG) to the GOP as part of an USG emergency and reconstruction response to the drought, flooding and landslide disasters which have affected Peru as a consequence of El Niño weather phenomenon. The disasters have severely affected over 1.3 million Peruvians and caused production losses and infrastructure damage totalling more than Dols. 1.1 billion. Included in the production loss is about 11 percent of expected 1983 agricultural production, which includes serious losses of principal sources of domestic edible oil production (fish, soybeans, corn, cottonseed and others).
- B. The provision of vegetable oil as noted herein to the GOP have the following basic objectives:
 - (1) To alleviate the severe domestic edible oil deficit foreseen as continuing during the next 12 months;
 - (2) To help prevent an accelerated increase in the market price of edible oil;
 - (3) To enable the GOP to use its scarce hard currency to import as necessary other vital foodstuffs;
 - (4) To generate income to help the GOP support the proposed agricultural restoration and rehabilitation program as well as other concurrent humanitarian food relief programs; and
 - (5) To channel vital resources to the affected disaster areas.

VII. Commodity Distribution

- A. The vegetable oil herein will be consigned to the GOP designated agency, the Empresa Nacional de Comercialización de Insumos (ENCI). The oil will be imported duty free and made available for retail sale nation wide through existing commercial channels. The GOP, through ENCI, will be responsible for all costs of commodity storage, internal handling, transportation to regional sales points, as well as other related distribution costs.
- B. The retail sales of this PL 480 Title II oil will be made at public markets and other designated retail outlets throughout Peru. It will not be sold to unauthorized intermediaries. The sales will be transacted at GOP approved prices without windfall profits to any party or service agent handling the commodity.
- C. The pricing structure of this PL 480, Title II commodity will be established so as to afford fair prices, at all sales points. The consignee will establish conditions of sale to ensure that the commodity is readily available for purchase by all population segments, including low income families. The pricing structure for the Title II oil must not provide an incentive to re-export Title II oil to other countries.

VIII. Deposit and Disbursement of Proceeds

- A. The Government of Peru agrees to deposit all proceeds accruing from the sale of the approximately 10,600 MT of edible vegetable oils covered by this agreement in a Special Account with the Banco de la Nación in Lima, to be used exclusively for disaster emergency relief, rehabilitation and reconstruction activities. For purposes of this agreement, the term proceeds means the higher of the CIF (Cost, Insurance and Freight) value or the ENCI wholesale price for the oil. Accounting for the proceeds will be separate and apart from any other funds owned by the GOP. The GOP will sell the commodities covered in this agreement before the same or similar commodities it may own. The proceeds will be deposited in the Special Account as soon as possible and in no case later than five business days after the ENCI sale of the oil.
- B. The Government of Peru has designated the National Development Institute (NDI), a Peruvian institution, to prioritize, coordinate and allocate the uses of the proceeds; to supervise implementation of rehabilitation and reconstruction activities; and to channel resources to the affected disaster areas. The NDI will coordinate within the GOP and propose uses of funds from the Special Account. NDI will also review, select and submit by a written description each proposed project use, and, until AID agrees otherwise with NDI in writing, obtain AID's approval to disburse funds from the Account to undertake such projects.

IX. Eligibility Criteria

The following eligibility criteria will be applied to the proposed uses of the proceeds to be generated under this agreement.

- A. Emergency Relief - medicines; food; temporary shelter; and potable water and other essential public services.
- B. Rehabilitation and Reconstruction - repair and reconstruction of public infrastructure; housing; and agricultural infrastructure, input, and distribution systems.
- C. Execution of priority projects related to the disaster but not physically located in the disaster area - bridges to transport additional agricultural production from jungle areas; upgrade limited port, storage, and transportation facilities for food imports; road improvements; supplementary planting of potatoes to produce seed; etc.
- D. Activities that put people back to work in areas affected by the disaster and that re-activate the agricultural sector in these areas.
- E. First preference in the use of the proceeds generated under this agreement will be given to approved activities carried out with the cooperation of U.S. voluntary agencies, including both transportation and program costs.

X. Accounting

- A. The Government of Peru will submit to AID a plan, satisfactory in form and substance to AID, for the maintenance of value of the proceeds while in the Special Account. The GOP agrees to provide AID monthly statements of the status of the Special Account which show the balance at the beginning of the period, deposits and other additions to the Account, and individual disbursements from the Account during the period and the ending balance. The first such statement will be submitted at the end of the first full month after establishment of the Account.
- B. In addition, the GOP agrees to establish a system (or expand existing systems) to monitor all aspects of the disaster assistance process and help guide resource allocation decisions, such as: consumer prices for food in the northern and southern disaster zones; nutritional status of the population, especially in the southern drought zone, migration patterns in both sending and receiving areas; and physical progress of rehabilitation and reconstruction activities, by subproject, so as to permit periodic reports to Government of Peru decision makers, information to the

Peruvian press and general public, and to organizations and other countries offering assistance. The Government of Peru agrees to provide monthly reports to AID on the information collected by these monitoring systems. The first report will also include a description of both the steps undertaken to establish (or expand) these systems and their structure and function. A final report upon the conclusion of all commodity sales and proceeds disbursement as noted above will be forwarded to AID within a 12 month period of the signing of this agreement, unless otherwise agreed by the parties to the agreement.

- C. Further, the consignee shall advise all distributors and retailers of AID's right to inspect records and distribution of the commodities at any time during the execution of this agreement.
- D. Items left in the Account after 2 years from the signing of this agreement, including interest accrued, will be deposited with the Controller, USAID, U.S. Embassy in Lima.

XI. Amendments

This agreement may be amended at any time, with the consent of both parties, by an exchange of notes between duly authorized representatives of the respective governments.

~~This agreement is prepared in both English and Spanish. In the event of ambiguity or conflict between the two versions, the English language version will control.~~

IN WITNESS THEREOF, the respective representatives, duly authorized for these purposes, have signed the present agreement. Done in duplicate, at Lima, Peru, this 22 day of September, 1983.

FOR THE UNITED STATES OF AMERICA

FOR THE GOVERNMENT OF PERU

Title: Frank V. Dantz

Date: September 22, 1983

Title: [Signature]

Date: September 22, 1983

Request and Acceptable:

The assistance described in this authorization is requested, and the terms and conditions of this agreement and of AID Regulation 11 (as amended) 44 FR 34034-45, June 13, 1979 (attached and incorporated herein by reference) are acceptable except as otherwise specifically provided herein.