### No. 4049

# UNITED STATES OF AMERICA and GREECE

Exchange of notes constituting an agreement concerning financial arrangements for the furnishing of certain supplies and services to naval vessels. Athens, 18 and 19 January 1957

Official text: English.

Registered by the United States of America on 28 October 1957.

# ÉTATS-UNIS D'AMÉRIQUE et GRÈCE

## Échange de notes constituant un accord relatif aux arrangements financiers qui régiront la fourniture de certains approvisionnements et services aux navires de guerre. Athènes, 18 et 19 janvier 1957

Texte officiel anglais.

Enregistré par les États-Unis d'Amérique le 28 octobre 1957.

No. 4049. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN THE UNITED STATES OF AMERICA AND GREECE CONCERNING FINANCIAL ARRANGEMENTS FOR THE FURNISHING OF CER-TAIN SUPPLIES AND SERVICES TO NAVAL VESSELS. ATHENS, 18 AND 19 JANUARY 1957

I

The American Ambassador to the Greek Acting Minister for Foreign Affairs

AMERICAN EMBASSY

No. 237

Athens, January 18, 1957

Excellency:

I have the honor to refer to previous communications<sup>2</sup> between your Ministry and this Embassy pertaining to the desirability of concluding an agreement between the United States and Greece concerning financial arrangements for port services to naval vessels.

The terms of the Agreement which my Government is prepared to enter into are set forth in the enclosed draft. It is suggested that we also agree that the Agreement may be terminated by either Government by giving notice of such termination at least ninety days in advance of the effective date thereof. If these terms are acceptable to the Government of Greece, it is suggested that this note and your reply to that effect be considered an Agreement which would come into force ninety days from the date of your reply and apply to all supplies and services furnished on or after such date.

Accept, Excellency, the assurances of my highest consideration.

George V. Allen

Enclosure :

As stated.

His Excellency Constantine Tsatsos Acting Minister for Foreign Affairs Athens

46

<sup>&</sup>lt;sup>1</sup> Came into force on 19 April 1957, ninety days from the date of the note addressed by the Acting Minister for Foreign Affairs of Greece to the Ambassador of the United States of America in Athens, in accordance with the provisions of the said notes. <sup>3</sup> Not printed by the Department of State of the United States of America.

#### AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE KINGDOM OF GREECE CONCERNING FINANCIAL ARRANGEMENTS FOR THE FURNISHING OF CERTAIN SUPPLIES AND SERVICES TO NAVAL VESSELS

In consideration of the fact that from time to time naval vessels of the United States of America may visit ports and naval activities of the Kingdom of Greece, and likewise, naval vessels of the Kingdom of Greece may visit ports and naval activities of the United States of America, the Government of the United States of America and the Government of the Kingdom of Greece agree that supplies and services will be furnished on a reimbursable basis by each of the Governments to naval vessels of the other Government as follows :

#### Article 1

Routine port services, such as pilotage, tugs, garbage removal, line handling, and utilities, will be furnished by each of the Governments to visiting naval vessels of the other Government on a reimbursable basis without an advance of funds.

#### Article 2

Miscellaneous supplies, such as fuel, provisions, spare parts and general stores, will be furnished by each of the Governments to visiting naval vessels of the other Government on a reimbursable basis without an advance of funds, on the condition that such miscellaneous supplies are available in the naval supply system of the host government. Whenever possible, the quantities of fuel, supplies, spare parts and equipment supplied by the Royal Hellenic Navy to United States vessels, so long as these are imported from abroad, shall be returned in kind and not in cash. If, however, the return of these supplies in kind should be impossible, their value in cash shall be determined at the price at which they may be replaced and not at the price at which they were purchased.

#### Article 3

Services, such as overhauling, repairs, alterations, and installation of equipment, together with supplies incidental thereto, will be furnished by each of the Governments to visiting naval vessels of the other Government when funds to cover the estimated cost of such supplies and services have been made available in advance by the benefiting Government, on the condition that such supplies are available in the naval supply system of the host Government or readily obtainable from commercial sources.

#### Article 4

Supplies which are distinctive to the naval service of the host Government, and supplies which have been duly classified under applicable security regulations of such naval service, shall not be required to be furnished under the terms of this agreement.

#### Article 5

Costs of services to be furnished in accordance with Article 1 of this Agreement will be reimbursed to the host Government at the standard rate prescribed for use within the naval service of the host Government. In the absence of a standard rate, such costs will be reimbursed to the host Government in full, including the cost of labor, material and overhead incurred by the naval activity performing the services. Costs of services to be performed in accordance with Article 3 of this Agreement will be reimbursed to the host Government in full, including the cost of labor, material and overhead incurred by the naval activity performing the services, plus charges covering the cost of military pay and allowances and depreciation of machinery and equipment. If such services covered by either Article 1 or Article 3 are obtained commercially, reimbursement will be made in the amount of the contract cost to the host Government. Costs of supplies to be furnished in accordance with Article 2 of this Agreement will be reimbursed at the prices at which such supplies are regularly made available for use within the naval service of the host Government, plus accessorial charges covering costs of such items as packing, crating, handling, transportation, distribution and storage.

#### Article 6

Prior to departure of a visiting naval vessel or vessels from a port or naval activity of the host Government, the commanding officer of such visiting naval vessel or vessels will be presented with one bill covering the total value of all services rendered and supplies furnished by the port or naval activity. This bill will be either paid in cash or appropriately certified by such commanding officer as to the receipt and acceptance of the services and supplies listed thereon. The bill so certified will be returned to the appropriate naval representative at the port or naval activity, who will forward it in such manner as may be prescribed by regulation of his naval service for ultimate presentation to the appropriate representative of the benefiting Government. The bill will be due and payable within a period of thirty (30) days from the time of presentation to such representative.

#### Article 7

In the case of an extended visit, intermittent billings for the supplies and services furnished hereunder will be presented to the commanding officer of the visiting naval vessel or vessels at such intervals as may be mutually agreed upon between such commanding officer and the naval representative of the port or naval activity. Such billings will be certified and processed for payment in the same manner as provided in Article 6 hereof.

#### Article 8

The payments for services and supplies covered by this agreement shall be made in the currency of the host Government.

## The Greek Acting Minister for Foreign Affairs to the American Ambassador

#### ROYAL MINISTRY FOR FOREIGN AFFAIRS

No. 143

Excellency,

I have the honour to acknowledge receipt of your letter sub No. 237, dated January 18th 1957, concerning an agreement to be concluded between the United States and Greece about financial arrangements for port services to naval vessels.

In reply I wish to inform you that the provisions set forth in the aforementioned letter and the enclosed draft are acceptable to the Royal Hellenic Government and that the letter in question together with the present one, constitute on this subject an agreement between the two Governments which shall enter into force ninety days from today.

Accept, Excellency, the assurances of my highest consideration.

C. TSATSOS

H. E. the Honourable George Venable Allen Ambassador of the U.S.A. Athens Athens, 19th January, 1957