

No. 7714

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**UNITED STATES OF AMERICA  
and  
GREECE**

**Agricultural Commodities Agreement under Title IV of the  
Agricultural Trade Development and Assistance Act,  
as amended (with exchange of notes). Signed at Athens,  
on 17 November 1964**

*Official text: English.*

*Registered by the United States of America on 26 April 1965.*

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**ÉTATS-UNIS D'AMÉRIQUE  
et  
GRÈCE**

**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 Athènes, le 17 no-  
vembre 1964**

*Texte officiel anglais.*

*Enregistré par les États-Unis d'Amérique le 26 avril 1965.*

No. 7714. AGRICULTURAL COMMODITIES AGREEMENT<sup>1</sup>  
BETWEEN THE GOVERNMENT OF THE UNITED  
STATES OF AMERICA AND THE GOVERNMENT OF  
GREECE UNDER TITLE IV OF THE AGRICULTURAL  
TRADE DEVELOPMENT AND ASSISTANCE ACT, AS  
AMENDED. SIGNED AT ATHENS, ON 17 NOVEMBER  
1964

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

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 Greece;

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 nations;

Recognizing further that by providing such commodities to Greece under long-term supply and credit arrangements, the resources and manpower of Greece 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 Greece 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 Greece 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 periods specified in the following table or such longer periods as may be

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<sup>1</sup> Came into force on 17 November 1964, upon signature, in accordance with article V.

authorized by the Government of the United States of America, sales for United States dollars, to purchasers authorized by the Government of Greece, of the following commodities :

<i>Commodity</i>	<i>Supply Period</i>	<i>Approximate Maximum in Quantity (Metric Tons)</i>	<i>Estimated Export Market Value To be Financed (\$1,000)</i>
Soybean Oil . . . . .	Calendar Year 1965	10,000	\$ 3,190
Tallow, inedible . . . . .	U.S. Fiscal Year 1965	2,000	431
Barley . . . . .	U.S. Fiscal Year 1965	30,000	1,585
Corn . . . . .	U.S. Fiscal Year 1965	175,000	10,282
Grain Sorghums . . . . .	U.S. Fiscal Year 1965	15,000	716
Wheat . . . . .	U.S. Fiscal Year 1965	40,000	2,776
Ocean Transportation (Estimated) . . . . .			3,026
		TOTAL	\$22,006
Corn . . . . .	U.S. Fiscal Year 1966	100,000	\$ 5,876
Wheat . . . . .	U.S. Fiscal Year 1966	40,000	2,776
Tallow, inedible . . . . .	U.S. Fiscal Year 1966	2,000	431
Soybean Oil . . . . .	Calendar Year 1966	10,000	3,190
Ocean Transportation (Estimated) . . . . .			1,516
		TOTAL	\$13,789

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. For commodities exported after December 31, 1965, however, the Government of the United States of America may reduce the financing of ocean transportation to the amount it determines represents the increase of the cost of such transportation resulting from the requirement, as determined by the Government of the United States of America, that the commodities be transported in United States flag vessels. In such a case the Government of Greece shall pay the balance of the cost of trans-

portation in United States flag vessels in United States dollars. 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 authorization 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 Greece 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. Payment of amounts financed in connection with shipments made in each calendar year, including the applicable ocean transportation costs related to such deliveries, shall be made in 19 annual installments. The first annual payment shall become due on March 31 immediately following the calendar year of shipment. This payment shall be for 25% of the amount of commodity value financed by the Government of the United States of America on shipments made during the preceding calendar year. Payment for the balance of amounts financed in connection with shipments made in each calendar year shall be made in 18 approximately equal annual installments due on March 31 of successive calendar years. 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  $3\frac{1}{2}$  percent per annum and shall begin on the date of last delivery of commodities in such calendar year. Interest on each such unpaid balance shall be paid annually not later than the date on which the annual payment of principal becomes due.

4. All payments shall be made in United States dollars and the Government of Greece 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 Greece 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 beginning on the date of this Agreement and ending on the final date on which 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 other countries.

2. The two Governments will take reasonable precautions to assure that sales or purchases of commodities pursuant to the Agreement will not displace cash marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade of countries friendly to the United States of America.

3. The Government of Greece agrees to furnish, upon request of the Government of the United States of America, information on the progress of the program, particularly with respect to arrivals and conditions of commodities and the provisions for the maintenance of usual marketings, and information relating to exports of the same or like commodities.

4. In carrying out the provisions of the Agreement, the two Governments will seek to assure, to the extent practicable, conditions of commerce permitting private traders to function effectively and will use their best endeavors to develop and extend continuous market demand for agricultural commodities.

### *Article IV*

#### CONSULTATION

The two Governments will, upon request of either of them, consult regarding any matter relating to the application of this Agreement or to the operation of arrangements entered into pursuant to this Agreement.

*Article V*

## ENTRY INTO FORCE

The Agreement shall enter into force upon signature.

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

DONE at Athens in duplicate this 17th day of November 1964.

For the Government  
of the United States of America :

Henry R. LABOUISSÉ

For the Government  
of Greece :

St. STEPHANOPOULOS

## EXCHANGE OF NOTES

## I

*The American Ambassador to the Greek Minister of Coordination*

Athens, November 17, 1964

Excellency :

I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of Greece signed today,<sup>1</sup> and to confirm my Government's understanding of the following :

In agreeing that the delivery of commodities pursuant to the above cited agreement should not unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries, the Government of Greece agrees that : (1) it will, in addition to the commodities to be programmed under this Agreement, import from friendly nations, as that term is used in the Act, including the United States of America, during each of United States Fiscal Years 1965 and 1966, 1,400 metric tons of inedible tallow; during Calendar Year 1965, 15,000 metric tons of edible vegetable oil of which at least 8,750 metric tons shall be from the United States of America; during Calendar Year 1966, 17,500 metric tons of edible vegetable oil of which at least 10,000 metric tons shall be from the United States of America; during United States Fiscal Year 1965, 50,000 metric tons of corn of which 37,500 metric tons from the United States of America; and during United States Fiscal Year 1966, 75,000 metric tons of corn of which 50,000 metric tons from the United States of America; and during each of United States Fiscal Years 1965 and 1966, 16,000 metric tons of wheat and/or wheat flour; (2) it will limit its exports of oil seeds (oil equivalent) and edible oils during the period begin-

<sup>1</sup> See p. 108 of this volume.

ning on the date of this agreement and ending on the final date on which the commodities purchased under the agreement are being imported and utilized to 5,200 metric tons annually of which not more than 350 metric tons will be exported to unfriendly nations; (3) it will not permit the export of inedible tallow, barley, or grain sorghums of either indigenous or imported origin, during United States Fiscal Year 1965 or any subsequent period during which the commodities purchased under this agreement are being imported and utilized; and (4) in the event Greece exports any feed grains or wheat and/or wheat flour of either indigenous or imported origin during the period beginning on the date of this agreement and ending on the final date on which the commodities purchased under the agreement are being imported and utilized, the Government of Greece will, upon demand of the Government of the United States of America, make payment in United States dollars of an amount equal to the United States dollar value of the quantity or quantities of any such commodities exported by Greece with interest at 6 percent per annum (in lieu of the rate specified in Article II of the agreement) which shall be computed from the respective dates of individual disbursements by the Government of the United States of America, beginning with the first disbursement and continuing as necessary with the oldest disbursements, which equal the total principal payment demanded by the Government of the United States of America. The amount of this payment of principal will be determined by the Government of the United States of America by multiplying the quantity of exports by Greece of feed grains or wheat and/or wheat flour by the average unit cost of the feed grains and wheat and/or flour financed by the Government of the United States of America, it being understood that such average unit cost for wheat will be applied to the total amount due the Government of the United States under this agreement in the case of quantities of wheat and/or wheat flour exported by Greece up to the quantity of wheat and/or wheat flour financed by the Government of the United States of America under the agreement and thereafter the average unit price of feed grains will be applied to the total amount due and in the case of any quantities of feed grains exported by Greece the average unit price of feed grains will be applied to the total amount due. Related ocean freight costs may be included in such determination as deemed appropriate by the Government of the United States of America. The foregoing shall not be applicable to quantities of commodities exported by Greece which are in excess of the combined quantity of feed grains and wheat and/or wheat flour specified in Article I of the agreement or the aggregate of the quantity specified in credit purchase authorizations issued pursuant to this agreement, whichever is the lesser.

With regard to paragraph 3 of Article III of the Agreement, the Government of Greece agrees to furnish quarterly (on January 15, April 15, July 15 and October 15) the following information in connection with each shipment of commodities received under this Agricultural Commodities Agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; the date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally, or if shipped, where shipped. In addition, the Government of Greece agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished, (b) assurances that the program has not resulted in increased availability of the same or like commodities to other nations, and (c) a statement by the Government of Greece showing progress made toward fulfilling commitments on usual marketings, accompanied by statistical data on imports and exports by country of origin or destination of commodities which are

the same or like those imported under this agreement.

The Government of Greece will use the drachmae resulting from the sale of commodities financed under the agreement for economic and social development programs as may be mutually agreed upon by our two Governments.

It is also understood that any drachmae resulting from the sale within Greece of the commodities purchased pursuant to the agreement which are loaned by the Government of Greece to private or non-governmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in Greece.

It is understood that the Government of Greece will not increase exports of poultry and related products over the level of United States fiscal year 1964 during the period when feed grains covered by the agreement are being imported and utilized in Greece. If, however, during such period Greece exports poultry and related products exceeding the level of United States fiscal year 1964, Greece will purchase poultry in the United States by an amount equal to the dollar value of any increase in such exports.

Upon request, the Government of Greece will furnish the Government of the United States of America reports showing the total drachmae available to the Government of Greece from the sale of the commodities and reports listing the projects being undertaken including information on the name, location, and amount invested in each project.

I shall appreciate receiving your confirmation that the foregoing also represents the understanding of Greece.

Accept, Excellency, the renewed assurances of my highest consideration.

Henry R. LABOUISSÉ

His Excellency St. Stephanopoulos  
Minister of Coordination  
Ministry of Coordination  
Athens

## II

*The Greek Minister of Coordination to the American Ambassador*

MINISTRY OF COORDINATION  
THE MINISTER

Athens, November 17, 1964

Dear Mr. Ambassador,

I have the honor to refer to your Note of today's date, confirming certain understandings of your Government with regard to the Agricultural Commodities Agreement between the two Governments that was also signed today.



On behalf of the Government of Greece I confirm that your Note correctly states the understandings of my Government with regard to this Agreement. Accept, Excellency, the assurances of my highest consideration.

Sincerely yours,

St. STEPHANOPOULOS  
Minister of Coordination

His Excellency Henry R. Labouisse  
Ambassador of the United States of America  
Athens