

琉球大学学術リポジトリ

沖縄関係 外資系企業の取扱い (企業. 職業別 :
石油資本) (6)

メタデータ	言語: 出版者: 公開日: 2019-02-01 キーワード (Ja): キーワード (En): 作成者: - メールアドレス: 所属:
URL	http://hdl.handle.net/20.500.12000/43475

沖繩民需用品製造品長期購入契約

(回覧番号)) 外務省電信案 (分類)

特秘・秘・平・文・類長符号 (未印) 我 級	暗 略 (平)	総第 42457 号
	第 18 号	昭和 年 月 日 時 分 発
大至急	至急 (至急)	普通・LTF 発電係

主管局(部)長 参事官 課長 課長補佐

主管局課名 米比

起案 昭和 33 年 9 月 13 日

起案者 佐藤 電話番号 445

協議先

了了課長 佐藤
copy
9/13/41

在 電 報 大 使 館 領 事 處 代 理

件名 中 絶 民 需 用 石 油 製 品 長 期 購 入 契 約

1. 米 国 路 者 又 任 日 本 郵 長 日 11 日 了 功 局 長 へ 対 し 止 C. USCAR 44. 1971 年 度 以 降 10 年 間 に 亘 り 中 絶 民 需 用 石 油 製 品 長 期 購 入 契 約 入 札 に 係 り 3 Request Request for Proposal (R.F.P.) を 登 出 方 を 予 定 等

13 140

字 濟

従来の3年毎の契約であったものが今回71年度以降10年契約を考へると云ふことは、理解し難きことである。 2.

旨述べたと3. 右米側措置は、中絶民需用品に備えたる今後の中絶民需用品の調達に基本的な内通を促すことと見られ、USCAR 関係方面へ計し。

本件措置の背景、R.F.P. 登出の経緯等につき、調査の上、同電函にて、(その他関連情報とともに) 13日、在京米大使館係官に、北米課係官に対し、米政府印の R.F.P. 書式を作成の作業は終了した旨内話した。

アメリカ局長
参事官
アシア課長
北美課長

秘
無期限

沖縄内需用石油製品購入長期
契約に因り米政府 Request for proposal.
12. 9. 14. 米北

1. 在京米大使館ロコフ書記官付。14日。北米課。
佐藤正未訪。標記の件に因り。前述の通り
Request for proposal の preamble (本文は詳細
を添付して置いたこと。在京米大使館に付送る)。
を午後1時より述べた。

(1) 米政府付。本RFP提出をきく。2
月17日。9月18日(水)までに出す。1
つと意向がある。

(2) 米政府付。2月18日。2月19日。2月20日。2月21日。
近く。富士。東洋。住友。丸七。三井。東芝。
石川島播磨。丸七。との1つ。入札の行中。
3月15日の11時。必出。発行 (4,300\$100)

GA-6

5447

外務省
省令
令
令
令

本件は1976年11月16日午後5時頃開始と行合の旨を伝える。在京米大使館に付送る。同議決は11月16日午後5時頃開始と行合の旨を伝える。

相立のポイントは、170/10/12. 場付不詳)
に計的燃料供給確保に係る。

2. 二つに分け。佐藤正未。土曜日の午後7
時。今から直ぐに action と取り進め。付

指摘1. 日本側にはこうして事前に意見を求
めたい。以上は。日本側の意見。2月17日
付。本RFPの提出と2月20日。関係方面
に連絡して17日。20日。22日。施政権

2月27日。1970年度。10年以内
長期契約を結ぶ。理解。若し。2
月17日。
2月17日。
3月7日。2月18日。施政権。2月17日。
2月17日。長期契約。2月17日。所有。2月17日。

2月17日。2月17日。2月17日。2月17日。
RFPの本文中。施政権。2月17日。

GA-6

外務省

契約解除条項の入りと見せしめ、在京米大使館には ~~本~~ preamble 以上の情報

を保持すべきである。詳細については、日本政府事務局より USCAR 11 月 11 日合意

1911 旨述へた。

3. 取付状は、本 preamble 字下通巻者

石油計画課、総記録、援助記録課に送付し、東京検計方正信館に送付し、40 冊。

通巻者石油計画課相模評者相任は、2>2 短期間、期間つき通報は、日本政府と 12 検計方正信館の間の

協定の中にあることとし、在米の然るべきと述へた。他、日本政府より 17 とラ知記

事、11 月 12 日、と、C. preamble の検計方正信館に送付し、在米の然るべきと述へた。

Confidential

Draft

Preamble to a "Request for Proposals"

"It is desired to enhance the economic growth of the Ryukyu Islands by providing inducement for the construction of a petroleum refinery in the Ryukyu Islands. This request for proposals is issued in furtherance of this goal. Since the ultimate goal is to provide a benefit to the economy of the Ryukyu Islands, proposals, to be considered acceptable, must offer to construct a petroleum refinery at the contractor's expense and to sell at prices competitive with prices obtainable from offshore sources those products which are required herein only if it is clearly within the interest of the Ryukyu Islands to do so.

"The proposals from interested firms are required on a sectional basis for each of the following categories of products: (A) Fuel oil required by the Ryukyu Electric Power Corporation (REPC); (B) Fuel oil required for other needs of the economy including bunker service for vessels calling at the Ryukyu Islands and certain limited military requirements presently supplied by USCAR; (C) So-called "clean" petroleum products for the local economy, the US military exchange system, and those presently supplied by USCAR to the local military forces. Included in this list are automotive gasoline, kerosene, aircraft turbine fuel and diesel fuel.

in paragraph 2A
"The products listed/above must be supplied from a refinery facility in the Ryukyus, construction of which must be completed by three years following the consummation of the POL contract. Requirements will be ordered beginning 1 January 1970, with delivery to begin 1 February 1970 and period of contract for this section will be ten years. Products listed in paragraphs 2B and 2C above may be supplied from off-shore sources, although offers to supply these products from a Ryukyuan refinery will be considered as a positive factor in ~~evaluating~~ the evaluation of a firm's total proposal. The ordering period for "other fuel oil" begins

Confidential

--2--

1 January 1970 with delivery from 1 February 1971 and ends three years later. USCAR has option to extend this section of the contract for one year. Ordering period ~~XXX~~ for "clean products" begins ~~XXXXX~~ 1 March 1971 with delivery from 1 May 1971 and ends three years later. USCAR has the same option to extend for one year.

秘
無期限

アシア課長
経済調査室長

アメリカ局長
参事官
北米課長

沖縄内需用石油製品購長期購入
契約に關する米政府 Request for Proposal.
43.9.16.米北

- 1. 総理府 通産省との打合せ
出席者 当省 北米課佐藤 吉川
アシア課 丸山
通産省 石油計画課 棚橋 課長 補佐 佐々木
総理府 援助課 梶原 課長 中島 課長 補佐
総務課 及川 課長

- (1) 各省の内題矣
(a) 通産省

(a) 通産省としては、沖縄に、関係米資本との
東京に於ける連絡を通じて、うちうち、本件の動

に付いて承知していたか。Request for Proposalの
見体的内容は、14日の当方(北米課)からの情報

で、はじめに知った。本RFPの Preamble の

23限りでは、一番の問題矣はこの時矣?
1970年以降10年という長期間にわたる

契約を結ばんとし、^(理由の余地に及ぶかという点)
この契約は、先般の米系9社の沖縄

進出許可内題と量なり、本土石油業法

内題については、この契約を機に沖縄に
大規模な石油精製施設を建設せしめ、
石油精製施設を建設せしめ、
先般の内題に付、(3年以内の短期間内は
大規模な石油精製施設建設は行わぬか、10年以内
に建設せしめ、15年以内は建設せしめ) (輸出)

- (ii) 通産省としては、先般の米系9社
現政府の許可を待たずに際明らした通り、

施設指し遅延は、沖縄にも本土石油業
法が当然適用に存する立場をとり、

関係米系資本の本土との関係に、
行政指導に付、沖縄に實際に建設せしめ

石油精製施設~~は~~、~~中絶の本工~~後
日本国内全体の石油需給体制と見せられ

程度^の精製能力にあて^る努力を来た。
脱炭、カルテックス及びカレサーが、共同?

日産²⁵ 5万バレルの東洋石油精製²⁵施設
に際しては、~~残~~は~~は~~工²⁵に具体的

動も⁵、また、カル⁷は石油精製⁵、¹²
石油原油貯蔵施設建設と並¹²の目標

113と¹¹³車に¹¹³、¹¹³程度¹¹³、本土復帰
に際しては、国内の需給体制に大¹¹³

力¹¹³と判断¹¹³、¹¹³策¹¹³から¹¹³と
考¹¹³て¹¹³。

(iii) 今回、米¹¹³政府が、1970年以降の長期
契約に¹¹³踏¹¹³切¹¹³た¹¹³裏¹¹³に¹¹³は、¹¹³工¹¹³の¹¹³巻¹¹³

通¹¹³しか¹¹³あ¹¹³た¹¹³の¹¹³工¹¹³と¹¹³推¹¹³測¹¹³と¹¹³す。
その理由¹¹³は、¹¹³工¹¹³の¹¹³当¹¹³初¹¹³計¹¹³画¹¹³と¹¹³日¹¹³産

8万¹¹³バ¹¹³レ¹¹³ル¹¹³の石油¹¹³製¹¹³設¹¹³施¹¹³建¹¹³設¹¹³と¹¹³禁¹¹³制¹¹³
実¹¹³施¹¹³に¹¹³符¹¹³す¹¹³た¹¹³め¹¹³に¹¹³は、¹¹³日¹¹³産¹¹³5万¹¹³バ¹¹³レ¹¹³ル

程度¹¹³の¹¹³販¹¹³売¹¹³見¹¹³通¹¹³し¹¹³か¹¹³ら¹¹³ず¹¹³と¹¹³す¹¹³ら¹¹³る¹¹³。
その¹¹³た¹¹³め¹¹³に¹¹³は、¹¹³東¹¹³南¹¹³ア¹¹³ジ¹¹³ア¹¹³の¹¹³日¹¹³産¹¹³15,000~20,000

バ¹¹³レ¹¹³ル¹¹³、日本¹¹³本¹¹³土¹¹³の¹¹³10,000¹¹³バ¹¹³レ¹¹³ル¹¹³程度¹¹³
の¹¹³販¹¹³売¹¹³見¹¹³通¹¹³し¹¹³て¹¹³は、¹¹³日¹¹³産¹¹³十分¹¹³と¹¹³す¹¹³ら¹¹³る¹¹³。

日¹¹³産¹¹³15,000¹¹³バ¹¹³レ¹¹³ル¹¹³程度¹¹³の¹¹³燃¹¹³料¹¹³不¹¹³油¹¹³
需¹¹³要¹¹³の¹¹³見¹¹³込¹¹³み¹¹³は、¹¹³石¹¹³油¹¹³電¹¹³力¹¹³公¹¹³社¹¹³の

power plant¹¹³への¹¹³販¹¹³路¹¹³確¹¹³保¹¹³の¹¹³是¹¹³否¹¹³も¹¹³
父¹¹³子¹¹³と¹¹³す¹¹³ら¹¹³る¹¹³。日¹¹³産¹¹³1970年¹¹³以¹¹³降¹¹³の

新¹¹³規¹¹³約¹¹³を¹¹³最¹¹³も¹¹³望¹¹³ん¹¹³で¹¹³ら¹¹³る¹¹³工¹¹³の¹¹³工¹¹³の¹¹³
あり¹¹³。 (既¹¹³に¹¹³1970年¹¹³の¹¹³石¹¹³油¹¹³販¹¹³売¹¹³)

契約と経てから先くす、今回の米行政の
石油の長期契約の動きに反し、米行政

及び米本国政府に抗議書を送付しては、経緯
がある。これは、当面、石油の精製

分野については、競争国外にあり、現に、1968-70年
の37年契約入札の際に付添札(211号)

とあり、今回の長期契約の採択
落札し、85年-87年の精製施設建設

踏切切るとして、最も懸念される。
(2) 総理府

総理府も未だ検討中の段階で、付添
した方針を固めようとして、同下の

とあり、今回の米側措置は、米政府と石油会社
間の長期契約がある以上、当面、直接米側

80
PULL
7

以下、逐次協定の段階で処理する方針
とある。

(2) 対応方針

(1) 通商省より、本件の今後の対応方針

211号付添

16日中には、通商省と12の意見と
を協議する方針である。協議は、今回の米側

措置を全く無視する。また、(12) 協議は、
日本政府と12の今回の米側措置を

拘束する旨何等かの方法(例、米側内務
省代表を招いて通告状)で明示する

とある。また、12の意見は、
12の意見は、12の意見は、

12の意見は、12の意見は、
12の意見は、12の意見は、

許可の旨は、総理府及び外務省より

正式に文書で関係省(外務、通商、石油)

石油局

の要^出を徴し、そのうちを^出米例に申請し、
そのことについて如何なる結果を^出、検討す

ことにて。

(四) 他方、日本側の検討は、^出すべし。

^{沖縄}日本政府事務所(以下、米庁)に対し、本計画
の^出詳細説明を^出すこととし、日本政府と

し、この検討^出結果を米例に申請し、^出す
こととし、米例に^出す本RFP^出を^出すこととし、

申請し、^出すことにて。

2. 米庁政府への申請中。(米国次長との電話
連絡)

(一) 16日、^{沖縄}日本政府事務所米国次長と、米庁政府
の^出副行政官との^出訪、^出すこととし、

米例に^出すこととし、1970年以降10年間の

長期契約^出締結に^出す理由、
及び(二)契約期間中に^出る施設^出送^出すこと

を^出すこととし、本件契約の^出取り扱^出い^出すこととし、
その^出すこととし、(一)日本側の^出検討^出すこととし、

その^出すこととし、本件RFP^出送^出すこととし、
その^出すこととし、

(2) その^出すこととし、米例^出回答^出すこととし、

(一) 今回、^出す10年契約の^出踏^出すこととし、理由

として、^出す経済的^出な^出すこととし、^出す10年契約を
10年契約の^出すこととし、^出すこととし、

石油価格の^出すこととし、

(二) 契約期間中に^出る施設^出送^出すこととし、

場合^出すこととし、RFP^出本^出中^出すこととし、^出すこととし、
その^出すこととし、^出すこととし、本件契約は

終了。その指針は復讐中。(状況不明)

(1) RFP発出のことは、各方面に予配

す。一応のシナリオは報告す。

~~且~~ 本件は、余 総合的なアセスメント

延期は不可避である。

(2) 一方、米側関係者を通じて
直産者には十分情報が行くようにする。

10年契約は今、1.5%の引き上げを原案。

(回覧番号 5473) 外務省電信案 (分類)

特秘・極秘・秘・平文・館長符号 (朱印)	暗 (略)	総第 42929 号
第 1719 号	昭和 43 年 9 月 16 日 21 時 20 分発	
大至急	至急・普通・LTP	発電係 42

大臣 政務次官 事務次官 外務審議官 官一房一長	主管局(部)長 参事官 課長 課長補佐	主管局課名 米北 起案 昭和 43 年 9 月 16 日 起案者 佐藤 電話番号 445
--------------------------------------	------------------------------	---

協議先
アシア課長 下村 糸田

在米 下日 大使 総領事あて 推名 大臣 発 臨時代理 代

電報 在 新嘉 日本政務次官 大使 総領事あて 臨時代理

件名 沖繩内需用石油製品長期購入計画

1. 先般米日したスチール日本部長及この紋、在米
米日大使館、情報にも下す。日本政府沖繩事務所
を通じて確認したところ、沖繩、米日
政府は 1970 年以降、沖繩内需用石油
購入契約の目的 Request for Proposal (RFP) GB-1

16 141

薬
7
9119

外務省

(※印欄内は電信録記入)

材料、通商省時建局と協定可也。

(昭和四〇・四一改正)

2
9月18日までに公表する予定の準備中
あるが、同RFPは、琉球電力公社(用)燃料
石油について、1970年以降10年間に亘る
長期契約を予定している。
2. 今回の半側措置について、在米大使
館より上記RFPの前文を入手したのみで、
計画の詳細不明である。現在利明に
3. 沖繩内需用石油について、米日
米日政府が買手として毎年契約を結
ぶことと、施政権返還と前記
今回1970年以降10年という長期契約に改
められた理由が不明であること。(2)本件契約
に基づき、米日石油資本の沖繩進出が既
定事業化した場合、施政権返還後の日本
国内石油需給関係への影響が憂慮

GB-3

外務省

1970年以降10年以内の長期計画の内容をこの本RFPに

3

5月30日及び(3) ~~かかる内容が~~ ^{発表された}
 場合における ~~本報~~ ^(本報) の主席 ~~記事~~ ^{記事} に対する
 政治的影響が憂慮された等の問題
 があること、16日日本政府 ^府 沖繩事務局
 長 ^長 次長を以て、米日民政官リポート ^{副民政官}
 長 ^長 (1) 上記長期契約に踏み切らぬ理由を
 中心に本件RFPの内容説明を求めると
 (2) 日本政府としても上記諸理由に於て本件
 を重視し、右半側説明を基礎に早急に
 検討 ^長 する予定であること、その間、本RFP
 の発表を ^長 遅くして欲しい旨申し入れ
 3. それに於て、リポート ^{副民政官} 長 ^長 長期
 契約決定の理由については、純粋に ^長 経済
 的理由である旨説明(本報) ^長
 公表の期日延期の申し入れについては、

4

一応プリントに取付くも各方面に、
 手配済みであり、^{本件には半紙の用紙を用いる} 延期は ^長 不可
 であること、~~このこと~~ ^長 貴館より ^長 米側
 関係方面に於て、上記の ^長 当方事情を
 適宜説明の上、日本側の ^長 検討結果が
 米日政府に ^長 通報されたことの間、^長 (長期的
 期間に ^長 沖繩現地 ^長 米日政府
~~に ^長 報告する) (RFP発表を ^長 遅くして)~~
~~申し入れられたこと。~~
~~日本政府 ^長 沖繩事務局 ^長 長 ^長~~
 本件処理に ^長 関係する ^長 右側
 長 ^長
 日本政府 ^長 沖繩事務局 ^長 長 ^長

アメリカ局長

参事官

北米課長

秘
無期限

経済調査室長
条約課長

沖地内需用石油製品長期購入契約
(日本政府専断行長と特選局長との連絡)

43.7.17 米北

17日 特選局長より 北米の専断行長と特選局長宛 7月31日付電報 写し送付済み

また、
専断行長、特選局長の二名に基いて、特別の

措置はとつておる。

急
便

GA-6

546

外務省

総務課特選局長宛
43.7.31

特選局長 殿 (散文)

先般、本日得た情報に基き、米政社は

琉球電力会社用重油の門際入札を8月上旬に開催

するものと見られ、
本館各石油会社に招へん札を発送して

いる。現に琉球電力会社用重油については

カルテックと米政社との間に締結された契約

は、3年間はカルテックに供給するに決まっている。

今回の門際入札は、前述の契約が切れた

1971年以降 10~15年間の長期契約とする

当該入札は価格面での考慮のほか、

自由貿易地帯に於けるため、地元の精油

所を有する社を優先し地元資本に投資

総 理 府

11-5 上頁35kg (100枚入り)

4の区別は前記の通りである。

当該入札が実施される場合の問題点として

1. 日本政府の意向を村度(以私)に、琉球
 政府の行政指導に相談した上で地元
 資本の東洋石油は資本も規模も小さく
 競争入札に不利に在るは自明の理
 である。又東洋石油は此の製油(軽
 重油)の供給先を専ら会社に専らに
 有る入札に失敗した場合、此の存在を
 有るに在るを知らぬ。

2. 1971年以降の入札に在るは現時点で
 概しては在るが、1970-75年間の

長期契約の円際入札は、本政府の一体
 化政策を無視したやり方ではないと思
 わす。

本件につきは対処すべきは、諮問委
 員を以ての政策調整を在る必要あり
 此見解を以て至急御指示を仰ぐ

岸

Request for Proposal 本文。
(施政措置送達の場合に同様の事項)
本(国)政府(に)委託(する)こと

29. Assignment by USCAR

It is agreed that in the event the United States relinquishes its authority over the Ryukyu Islands during the term of this contract, USCAR may assign, in whole or in part, its rights and obligations under this contract.

This provision in no way limit USCAR's right to terminate this contract under clause 30 of the General Provisions.

30. Relinquishment of United States Authority

In the event the United States relinquishes its authority over the Ryukyu Islands during the term of this contract, USCAR may ~~be~~

terminate the contract and will thereby be released of any further

obligation to purchase the items supplied thereunder and from

any claim for damages allegedly incurred thereby. Such termination

will not be regarded as being of the type covered elsewhere in

this contract. USCAR agreed that in the event the United States relinquishes

its authority over the Ryukyu Islands,
it shall use its best efforts

to assign this contract pursuant
to clause 29 of the General provisions

C
O

C
C

注意

1. 本電の取扱いは慎重を期せられたい。
2. 本電の主管変更その他については検閲班に連絡ありたい。

7/11 秘

電信写

大政事外外	務務	房
次次	官官	審審
長長	長長	長長
備人會管計		
総文電厚給		
領移長	領領	領領
國資長	國國	國國
ア参北東		
長中西		
米参保中	米米	米米
長北德審	長長	長長
歐参英		
長西東		
近ア		
近ア		
経次通國米	経経	経経
二カ		
統ラ		
総國一過ス		
長経参経	長長	長長
協政技贈		
長國贈		
余参協		
長余規		
國参軍社專		
長政経科		
簡参内		
長道外		
文文文		
長一一二		

総審号 (F A) 37203
 68年9月17日14時30分 ナハ 署 米北
 68年9月17日19時09分 本省 署
 外務大臣殿 岸 沖縄事務所長

沖縄の民需用石油製品長期購入契約
 米159号 平 (秘級) 至急
 貫電米18号に關し
 16日、リラード副民政官、ラーセン特別顧問が米國に説明せられたところ次のとおり。
 1. 今次の長期購入契約には次の3種があり、10年契約はAについてのみである。
 (A) FUEL OIL TO REPC RYUKYU ELECTRIC POWER CORPORATION 10年
 (B) FUEL OIL FOR CIVILIAN ECONOMY OF RYUKYU 3年
 (C) WHITE PRODUCTS (ガソリン、ケロシン等) 3年
 Aについて従来の3年契約を10年に改

注意

1. 本電の取扱いは慎重を期せられたい。
2. 本電の主管変更その他については検閲班に連絡ありたい。

7/11 秘

電信写

めたのは、全く経済的理由によるものであり、10年契約に改めることにより、REPCに400万ドルのBENEFITがある。
 2. 71年以降10年とするのはマキミナト新REFINERYの完成が70年夏と予定されているからであり、この新REFINERYの燃料を確保したいからである。
 3. (経済的理由は了解できるも、政治的にはわが政府としても重大な関心と有するところであり、わが国関係各省の見解がまとまるまで、18日予定の入札公表を延期できぬか、との申入れに対し) 既にカルテクス、カイザ、ガルフ、エッソの投資許可を得た際、MITIには詳細説明しており、10年の話もはじめて出たものではない。本件に關しては

注意

1. 本電の取扱いは慎重を期せられたい。
2. 本電の主管変更その他については検閲班に連絡ありたい。

電信写

既にフシントンにおいても各方面との折衝と了しており、現地において、手続と変更できる段階ではない。入札公表は9月18日、入札は10月25日の予定。又、施政権返還の際には、USCARが本契約に基く権利を譲渡すべき旨明らかに規定している。以上とりあえず、関係文書2部を送する。なお、総理府特別地域連絡局長あて公電メ128号および公信総沖メ1350号を参照されたい。

(3)

アメリカ局長
参事官
北米課長

緊急

秘

総沖(外)第44号

昭和43年9月17日

外務大臣 殿

日本政府沖縄事務所長

沖縄の民需要石油長期購入契約について
往電第159号に関し、民政府の民需要石油長期購入契約にか
かわる関係文書を2部別添送付する。

別紙添付

施政権返還の際、借入は2021年
10月、30日(土)に決定
あり、

この文書は総理府に送付し、
その旨を関係者に通知し、
必要に応じて対応する。
アノ

要処理	
首席事務官	
渉外課	
漁航課	
科学技術課	
連絡調整課	
力加課	
局庶務	

43.9.19

日 本 政 府

本書二部送付し、その一部を総理府に送付し、

189
CONFIDENTIAL *Until 18 Sept 68*

REQUEST FOR PROPOSALS AND PROPOSAL (NEGOTIATED FIXED PRICE CONTRACT)

Issued By: United States Civil Administration Department: Economic Affairs
of the Ryukyu Islands Contracting Officer
Petroleum Division

Address: APO San Francisco 96248

Appropriation and Other Administrative Data

No U. S. Government Funds are obligated

PREAMBLE

It is desired to enhance the economic growth of the Ryukyu Islands by providing inducement for the construction of a petroleum refinery in the Ryukyu Islands. This Request for Proposals is issued in furtherance of this goal. Since the ultimate goal is to provide a benefit to the economy of the Ryukyu Islands, proposals, to be considered acceptable, must offer to construct a petroleum refinery the Contractor's expenses and to sell at prices competitive with prices obtainable from offshore sources those products which are required herein to originate from such a refinery. USCAR intends to enter into a long term contract as provided herein only if it is clearly in the interest of the Ryukyu Islands to do so.

REQUEST FOR PROPOSALS

Date Issued: 18 September 1968 Request for Proposal Number RFP 69-N-1

Written proposals in duplicate to the Civil Administrator of the Ryukyu Islands, Attn: Contracting Officer, APO San Francisco 96248, and triplicate copy to Defense Fuels Supply Center, Attn: Code PK, Cameron Station, Alexandria, Virginia 22314, subject to (1) the terms and conditions of this request for proposals, (2) the attached schedule, (3) general provisions, which are incorporated herein, and (4) such other contract provisions and specifications as are attached or are in the schedule, will be received at the above offices until the close of business 15 October 1968 for furnishing the supplies set forth in the accompanying schedule.

General information and instructions relative to proposals are contained in the terms and conditions on the following pages.

Date of Proposal

PROPOSAL

In compliance with the above, the undersigned offers and agrees, if this proposal be accepted within calendar days (90 calendar days unless a different period be inserted by the offeror) after the last date for receipt of proposals, as indicated in the request for proposals, to furnish any or all of the items upon which prices are quoted from the sources indicated, at the price set opposite each item, delivered at the designated points and within the time specified in the schedule of the request for proposals.

CONFIDENTIAL

Until 18 Sept 68

The Offeror represents and certifies as part of his offer that:
(Check or complete all applicable boxes or blocks)

(1) **CONTINGENT FEE:**

(a) it has, has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the Offeror) to solicit or secure this contract, and (b) that it has, has not, paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the Offeror) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b) above as requested by the Contracting Officer. (For interpretation of the representation, including the term "bona fide employee", see Code of Federal Regulations, Title 44, Part 150.)

(2) **TYPE OF BUSINESS ORGANIZATION:**

That it operates as an individual, partnership, corporation incorporated under the laws of , and is or is not licensed to build a petroleum refinery on Okinawa.

(3) **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:** (See para 12 of Solicitation Instructions and Conditions).

(a) By submission of this offer, the Offeror certifies, and in the case of a joint offer each party thereto certifies as to its own organization, that in connection with this procurement:

(1) the prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor:

(2) unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to award, directly or indirectly, to any other Offeror or to any competitor; and

(3) no attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

(b) Each person signing this offer certifies that:

(1) he is the person in the Offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above; or

(2) (i) He is not the person in the Offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate in any action contrary to (a) (1) through (a) (3) above, and as their agent does hereby so certify and (ii) he has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above.

ACKNOWLEDGMENT OF AMENDMENTS

This Offeror acknowledges receipt of amendments to the Solicitation for Offers and related documents numbered and dated as follows:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

Full Name and Business Address of Offeror
(Street, City, State, and Zip Code), (Type
or print)

Telephone Number _____

Signature of person authorized to
sign Proposal _____

Typed or Printed Signer's Name and
Title _____

SOLICITATION INSTRUCTIONS AND CONDITIONS

1. PREPARATION OF OFFERS:

(a) Offerors are expected to examine the specifications, Schedule, and all instructions. Failure to do so will be at the Offeror's risk.

(b) Each Offeror shall furnish the information required by the solicitation. The Offeror shall sign the solicitation and print or type his name on the Schedule and each Continuation Sheet thereof on which he makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the issuing office.

(c) Time, if stated as a number of days, will include Saturdays, Sundays and Holidays.

(d) Mistake. In case of mistake in extension of price, the unit price will govern.

2. EXPLANATION TO OFFERORS:

Any explanation desired by an Offeror regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach Offerors before the submission of their offers. Oral explanation or instructions, given before the award of the contract will not be binding. Any information given to a prospective Offeror concerning a solicitation will be furnished to all prospective Offerors as an amendment of the solicitation, if such information is necessary to Offerors in submitting offers on the solicitations or if the lack of such information would be prejudicial to uninformed Offerors.

3. ACKNOWLEDGEMENT OF AMENDMENT TO SOLICITATIONS:

Receipt of an amendment to a solicitation by an Offeror must be acknowledged (a) by signing and returning the amendment, (b) in the space provided in the RFP, or (c) by letter or telegram. Such acknowledgement must be received prior to the hour and date specified for receipt of offers.

4. SUBMISSION OF OFFERS:

(a) Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. The Offeror shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the Offeror on the face of the envelope. A copy of the written proposal shall also be sent or delivered to the Defense Fuels Supply Center.

4. SUBMISSION OF OFFERS: (Continued)

(b) Quotations by wire or letter incorporating the terms and conditions of the Solicitation by reference, to be confirmed in triplicate on the RFP Form, will be considered. Offers may be modified by telegraphic notice provided such notice is received prior to the hour and date specified for receipt.

(c) Price quotations shall be considered firm for the period solicited, unless specifically indicated in the offer as being subject to escalation.

(d) Exceptions to the type or time of delivery, specifications, or any other provisions of the Solicitation should be avoided; however, if the Offeror finds it necessary to make any exceptions, they should be clearly set forth in a separate letter, in triplicate, and forwarded with the Solicitation Form. USCAR reserves the right to consider said exceptions should such be in the interest of USCAR.

5. MODIFICATION OR WITHDRAWAL OF OFFERS:

Offers may be modified or withdrawn by written or telegraphic notice received at any time prior to award. Offers may be withdrawn in person by an Offeror or his authorized representative, provided his identify is made known and he signs a receipt for the offer prior to award.

6. LATE PROPOSALS:

USCAR reserves the right to consider proposals or modifications thereof received after the date indicated for such purpose, but before award is made, should such action be in the interest of USCAR.

7. INFORMATION TO BE FURNISHED BY OFFERORS:

Offers shall include the following information concerning the facilities the Contractor proposes to construct if awarded a contract under this RFP.

(a) The location and capacity of the proposed Ryukyuan refinery complex.

(b) The number, type, capacity and estimated operational date of each processing unit of the refinery.

(c) Total storage capacity for crude oil and dirty fuels and the operational dates of each increment of such storage. Also the same information with respect to clean storage.

(d) The size and number of crude and dirty fuels unloading and outloading lines and the draft and capacity of marine discharge facilities, and the estimated operational date of each increment of such facilities. Also the same information with respect to clean unloading and outloading lines and marine facilities.

7. INFORMATION TO BE FURNISHED BY OFFERORS: (Continued)

(e) Source of Crude Oil for Ryukyuan Refinery and also refinery of origin for products that may be supplied from other sources.

(f) Number of persons to be employed in connection with the operation of the Ryukyuan refinery and facilities.

(g) Size capacity and operational date of pipelines to deliver products hereunder from Contractor's Ryukyuan refinery or storage to:

<u>BLACK OIL</u>	<u>CLEAN PRODUCTS</u>
1. Kin Power Plant	1. USCAR Clean Products Terminal, Naha
2. Machinato Power Plants	2. U. S. Military pipeline
3. Chatan Power Plants	
4. USCAR Black Oil Terminal, Naha	

8. AWARD OF CONTRACT: *Preamble*

(a) It is contemplated that a contract will be awarded to that responsible Offeror whose proposal will be most advantageous to USCAR and the economy of the Ryukyu Islands (as determined by USCAR), price and other factors considered. The right is reserved to accept other than the lowest proposal and to reject any or all proposals.

(b) This Request For Proposals is designed to allow a proposer to offer to supply the products called for from a petroleum refinery located in the Ryukyu Islands or, alternatively, from other sources. However, the Fuel Oil to be supplied for the use of the Ryukyu Electric Power Corporation (REPC) must be supplied from Contractor's refinery in the Ryukyu Islands. USCAR desires that all products supplied under the resulting contract originate from a refinery in the Ryukyu Islands and for this reason an offer to supply all products from a refinery in the Ryukyu Islands will be considered a positive factor in the evaluation of the proposal as a whole. Proposals may be submitted which offer only portions of the requirements for certain items from a refinery in the Ryukyu Islands. Such proposals should be accompanied by a separate letter explaining the offeror's reason for proposing in this manner (i.e. balanced refinery output, etc.).

(c) Proposals must offer to provide the total USCAR requirements for each item on the Schedule.

(d) USCAR may accept any item or group of items of any proposal, unless the Offeror qualifies his offer by specific limitations.

(e) An Acceptance of Proposal mailed (or otherwise furnished) to the successful Offeror within the time for acceptance and upon the terms specified in the proposal shall be deemed to result in a binding contract, without further action by either party.

(f) USCAR may accept within the time specified therein, any offer (or part thereof, as provided in (d) above), whether or not there are negotiations subsequent to its receipt, unless the offer is withdrawn by written notice received by USCAR prior to award. If subsequent negotiations are conducted, they shall not constitute a rejection or counter offer on the part of USCAR.

(g) USCAR may award a contract based on initial offers received, without discussion of such offers. Accordingly, each initial offer should be submitted on the most favorable terms from a price and technical standpoint which the Offeror can submit to USCAR.

(h) Any financial data submitted with any offer hereunder or any representation concerning facilities or financing will not form a part of any resulting contract; provided, however, that if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished hereunder is incomplete, inaccurate, or not current.

(i) If the solicitation provides for offers FOB carrier's equipment at Offeror's refinery, plant, or distribution terminal, USCAR shall have the option of accepting all or any part of the product offered FOB carrier's equipment at said refinery, plant or distribution terminal for subsequent shipment to any destination USCAR may elect.

9. USCAR-FURNISHED PROPERTY:

No material, labor, or facilities will be furnished by USCAR unless otherwise provided in the Schedule.

10. SELLER'S INVOICES:

Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices and extended totals. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.

11. STATEMENT CONCERNING FEES:

If the Offeror, by checking the appropriate box provided therefor in his quotation, has represented that he has employed or retained a company or person (other than a full-time bona fide employee) to solicit or secure this contract, he may be requested by the Contracting Officer to furnish a complete Standard Form No. 119, "Contractor's Statement of Contingent or Other Fees for Soliciting or Securing Contract". If the Offeror has previously furnished a complete Standard Form No. 119 to the office issuing this Request for Proposals, he may accompany his quotation with a signed statement (a) indicating when such completed form was previously furnished, (b) identifying by number of the previous Invitation for Bids, Request for Proposals, or contract, if any, in connection with which such form was submitted, and (c) representing that the statements in such form are applicable to this quotation.

12. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

(a) This certification on the offer is not applicable to a foreign Offeror submitting an offer for a contract which requires performance or delivery outside the United States, its possessions, and Puerto Rico.

(b) An offer will not be considered for award where (a) (1), (a) (3), or (b) of the certification has been deleted or modified. Where (a) (2) of the certification has been deleted or modified, the offer will not be considered for award unless the Offeror furnishes with the offer a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

13. PRICE TERMS:

Offers will be considered whether on a firm price basis or on an escalated price basis. If an offer is to be on an escalated price basis the lowest possible ceiling price is solicited. Factors which will be considered in evaluation include: The price offered; whether the price is firm or subject to escalation; whether the price is subject to downward escalation only, or is subject to a ceiling above which the offered price may not increase and the likelihood (in the judgement of USCAR) of upward or downward movements in the reference prices. Offers providing for escalation based on reference prices for petroleum products or crude oil shall be made on and be subject to the provisions of Section I-A- Price Escalation of the Schedule. Offers providing for escalation based on reference prices for ocean transportation of petroleum products or crude oil shall be made on and be subject to the provisions of Section I-B-Freight Escalation of the Schedule.

14. SPECIAL NOTICE:

Offers must set forth full, accurate, and complete information as required by this Request for Proposal (including attachments). The penalty for making false statements in solicitations is prescribed in 18 U.S. Code 1001.

15. ORDER OF PRECEDENCE:

In the event of an inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) the Schedule; (b) Solicitation Instructions and Conditions; (c) General Provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and (e) the specifications.

16. INSTRUCTIONS ON PRICES OFFERED OR BID:

(a) GENERAL

Price quotations may be submitted either on a firm basis for the contract period or on an escalated basis. Bidders or Offerors desiring to submit firm price quotations shall leave Section I-A of the Schedule, entitled "Price Escalation", blank. Bidders or Offerors desiring to submit price quotations subject to escalation shall complete Section I of the Schedule in accordance with those instructions. Section I-A has been designed to permit flexibility in quoting and ease in evaluation. The terms "base price" and "reference price", used in these instructions, are defined in Part A of said Section I-A.

(b) EVALUATION OF BIDS OR OFFERS RECEIVED

Bids or offers received will be evaluated in the light of market conditions at the time of evaluation and of indicated market trends during the period of the contract. Factors that will be considered in such evaluation include the following:

- (i) the price bid or offered
- (ii) whether the price is firm or subject to escalation;
- (iii) whether the price is subject to downward escalation only or is subject to a ceiling above which bid or offered price may not increase;
- (iv) whether the reference price selected by bidder or Offeror is (a) published in a trade price service or a commercial journal, (b) posted by a company other than the bidder or Offeror, (c) posted by the bidder or Offeror.
- (v) the referenced commodity, location and method of delivery applicable thereto.

(c) DISTINCTION BETWEEN SECTION I-A AND SECTIONS II, III AND IV OF THE SCHEDULE

(a) Section I is the price escalation provisions. Except for Column VII of the Reference Price Tabulation, bidders or Offerors shall insert in Section I-A only information which relates to the reference price selected by the bidder or Offeror with which the base price set forth in Sections II, III and IV is to fluctuate. The reference price has no relation to the base price except to control the amount that it shall increase or decrease.

(b) Sections II, III and IV list the supplies required. The price offered for such supplies shall be inserted opposite the applicable item listed in said Sections II, III and IV. This price is the base price as defined herein.

INSTRUCTIONS ON PRICES OFFERED OR BID: (Continued)

(d) PREPARATION OF PRICE ESCALATION FORM (SECTION I-A)

(a) All bidders or Offerors submitting a bid or offer subject to escalation should complete the price escalation form, set forth as Section I-A of the Schedule.

(b) The purpose of paragraph (b) of Part C is to provide the amount that the base price will increase or decrease in relation to increases or decreases in the reference price. To establish such amount, the appropriate box must be checked and applicable blanks completed. For example, if the base price is to increase or decrease the same amount as the reference price, the first box should be checked. Or, in the event the base price is to increase or decrease by the ratio of \$.00125 per gallon for each \$.05 per barrel that the reference price increases or decreases, the second box should be checked and \$.00125 should be inserted in the first blank and \$.05 inserted in the second blank.

(c) The purpose of paragraph (c) of Part C is for the bidder or Offeror to designate the company or companies posting, or the publication publishing, the reference price selected. For example, if bidder elects that the base price is to fluctuate with a price published in Platts Oilgram Price Service, the first block should be checked and the name "Platts Oilgram Price Service" inserted in blank numbered (1). (If the reference price selected is that of a particular company published in a trade price service or commercial journal, the first block should be checked and both the name of the publication and the name of the company should be inserted in blank numbered (1).)

(d) The purpose of the Reference Price Tabulation is to describe in detail the reference price or reference prices. Column I: Items subject to escalation must be listed in this column. Items may be grouped if tied to an identical reference price. Column II: The name of company or publication selected must be identified in this column. This may be done by inserting in this column the number appearing in paragraph (c) opposite the name of the company or publication.

Column III: If a company's posted price is selected, the name of the product with which the base price is to fluctuate must be shown. If a publication is selected, the name of the product and the heading under which it is published must be shown.

Column IV: The location that must be shown in this column is the location where the reference price applies.

Column V: The method of delivery that must be shown in this column is the method of delivery for which the reference price is posted or published and is not necessarily the same method of delivery to be made under this contract.

16. INSTRUCTIONS ON PRICES OFFERED OR BID: (Continued)

Column VI: The price that must be inserted in this column is the price as posted or published for the product named in Column III and for the method of delivery specified in Column V. The date to be inserted in the blank space provided must be a date on which the price inserted in this column was in effect and should be a date on or about the date on which the bid or offer is prepared. All prices inserted in this column shall exclude all taxes.

Column VII: The manner in which this column is completed determines whether the base price during the period of the contract is maximum subject to downward escalation only, subject to upward and downward escalation with a ceiling above which the base price cannot increase, or subject to escalation upward and downward with no ceiling.

MAXIMUM PRICE (BASE PRICE SUBJECT TO DOWNWARD ESCALATION ONLY)

This may be shown by inserting in Column VII the words "same as base price" or by inserting the actual base price.

CEILING PRICE (ABOVE WHICH BASE MAY NOT INCREASE)

This may be shown by inserting in Column VII the price which the bidder or Offeror selects as the ceiling price above which the base may not increase, or by inserting the words "base price plus \$ _____ per gal. or bbl."

NO CEILING

This may be shown by inserting in Column VII the words "no max" or by merely leaving this column blank. Any price shown in Column VII must include all taxes that are required by Clause 14 of the General Provisions to be included in the base price set forth in Sections II, III, and IV.

END OF INSTRUCTIONS AND CONDITIONS

SCHEDULE

SECTION I-A PRICE ESCALATION

PART A

As used throughout this Section I-A.

(a) The term "listed items" means the items of Section II, III, and IV that are listed in the Reference Price Tabulation of Part C of this Section I and are the only items to which escalation shall apply.

(b) The term "base price" means the unit price set forth opposite the item in Sections II, III, and IV.

(c) The term "reference price" means the price set forth in this Section I with which the base price is to fluctuate.

(d) The term "date of delivery" means

(i) the date and time vessel begins to load where contract calls for delivery at origin into tanker or barge;

(ii) the date and time vessel begins to discharge where contract calls for delivery at destination by tanker or barge;

(iii) the date and time product commences to move past the specified f.o.b. point where contract calls for delivery into storage by pipeline.

PART B

(a) The Contractor shall notify the Contracting Officer, USCAR-EC, APO San Francisco 96248 of any change in the reference price by telegram dated (preferably confirmed promptly, by letter), registered letter mailed, or unregistered letter received, within seven (7) days from the date thereof.

(i) In the event the Contractor fails so to notify the Contracting Officer of any increase in reference price, such increase shall apply only to deliveries made on and after the date of receipt by the Contracting Officer of a written notification from the Contractor of such increase.

(ii) In the event the Contractor fails to give notice of a decrease in the reference price, such decrease shall apply to all deliveries made on or subsequent to the date of such decrease.

(iii) An increase or decrease in any reference price published in a trade price service or in a commercial journal shall apply to deliveries made on and after the publication date of such trade price service or commercial journal.

SCHEDULE (Continued)

PART B (Continued)

(iv) The Contracting Officer will issue a Change Notice to this Contract to reflect any change pursuant to Section I-A.

(b) Notwithstanding any provision of this Section to the contrary, the prices payable under this contract shall in no event exceed either

(i) The lower of Contractor's posted or established selling price in effect at the refinery from which the product originates, on the date of delivery for the product supplied plus the applicable freight factors reflected herein, or

(ii) The maximum prices shown in Column VII of the Reference Price Tabulation.

(c) The Contractor warrants that the prices to be invoiced hereunder for listed items shall be computed in accordance with these escalation provisions.

(d) In the event the reference price is an average of prices, and any one price ceases to be posted or published, the remaining prices shall be used to determine the average. In the event the reference price is published in a trade price service or commercial journal and such publication shall cease to publish said reference price or changes its method of quoting prices, this contract shall be amended effective on the date such publication cease to publish or changes its method of quoting to (i) provide for a substitute reference price comparable to the one which the publication has ceased to publish or has changed its method of quoting, or (ii) conform to the new method of price quotations.

PART C

(a) The prices payable under this contract for listed items shall be the base price for the listed item increased or decreased by the amount, determined according to the formula in paragraph (b) below, that the reference price for the listed item shall have increased or decreased to and including the date of delivery

(b) The amount of increase or decrease in the base price shall be

(check appropriate box and complete applicable blanks)

- the same number of cents, or fractions thereof, that the reference price increases or decreases per like unit of measure.
- the number of cents, or fractions thereof, determined by the ratio of \$ _____ per gallon for each \$ _____ per barrel that the reference price increases or decreases.
- the number of cents, or fractions thereof, at the rate of \$ _____ per gallon for each full \$ _____ per barrel that the reference price increases or decreases.

(c) The reference price with which the base price for the listed item is to fluctuate (and which is more fully defined in the tabulation to follow) is

(check appropriate box and complete applicable blanks)

- the low price published in
- the average of the prices posted by

(1) _____
(name of publication)

(7) _____
(name of company)

(2) _____
(name of publication)

(name of company)

(3) _____
(name of publication)

(name of company)

the price posted by

the average of prices of

(4) _____
(name of company)

(8) _____
(name of company)

(5) _____
(name of company)

(name of company)

(6) _____
(name of company)

(name of company)

published in _____
(name of publication)

(The name of the company or companies posting, or of the publication publishing, the reference price shall be identified in Column II of the following tabulation by the number appearing opposite the name of the company(s) or publication, above.)

REFERENCE PRICE TABULATION

I	II	III	IV	V	VI	VII
Item No. (listed items)	Name of company(s) or publication (identify by number par. (c) above)	If company — name of product If publication — heading under which reference price is published and name of product	Location where posted or published price is applicable	Method of delivery applicable to the posted or published price	Posted or published price as of (date) (excludes all taxes)	Maximum price payable under this contract (includes any tax included in the base price)

SECTION I-B FREIGHT ESCALATION

(a) The unit price for products delivered hereunder shall be increased or decreased by the same number of cents or fractions thereof per gallon that the below indicated applicable ocean or barge freight rates on petroleum products or crude oil may have increased or decreased; provided, however, that the Contractor notifies the Civil Administrator of the Ryukyu Islands, ATTN: Contracting Officer, APO San Francisco, California 96248, by telegram or letter within fifteen (15) days of each such increase or decrease.

(b) Notification of freight rate changes shall indicate the date on which the new rate became effective, and shall be stated in United States Dollars per United States Gallon (US \$/USG).

(c) Notwithstanding the provisions of paragraph (b), above, any change in ocean freight rates authorized pursuant to this Section I-B shall become effective under this contract on the first day of the second month following the month in which the change in freight actually occurred.

(d) Contractor's ocean or barge freight rates are based upon 1/

(e) Contractor represents and warrants that applicable freight rates were as indicated below on the dates specified herein:

ITEM	PRODUCT	OCEAN OR BARGE	POINT OF LOADING	POINT OF DISCHARGE	US \$/USG	EFFECTIVE DATE
------	---------	----------------	------------------	--------------------	-----------	----------------

1/ If ocean freight is based upon the International Tanker Nominal Freight Scale and Average Freight Rate Assessment indicate whether the rate is based upon General Purpose Vessels, Medium Range Vessels or Large Range Vessels.

SECTION II

The Contractor shall supply and deliver Fuel Oil requirements of the Ryukyu Electric Power Corporation as follows:

- A. PRODUCT TO BE FURNISHED:
 - ITEM 1: Fuel Oil Burner No. 5 (heavy) Specification VV-F-815A maximum sulphur content 3.5% by wt. Flash Point 150° F minimum.
- B. QUANTITIES (in Barrels): Upon the order of USCAR or its designee Contractor shall furnish such quantities as may be required to meet all requirements of the Ryukyu Electric Power Corporation (REPC).

SCHEDULE (Continued)

B. (Continued)

The estimated annual requirements by delivery point are set forth in Annex A of this Section II of the Schedule. The actual requirements may vary substantially from the estimated requirements due to changing conditions over the contract period. The stated estimates do not limit in any manner the obligation of the Contractor to furnish the total requirements of REPC for the entire contract period. All requirements will be furnished at the prices stated in the applicable portion of the Schedule and there will be no increase in price due to an increase in requirements above the estimated volume or due to a decrease in requirements below the estimated volume. The Contractor shall be the exclusive supplier of Fuel Oil No. 5 for the use of REPC.

C. ORDERING AND DELIVERY PERIODS:

The ordering period begins 1 January 1970 and ends 31 January 1980. The delivery period begins 1 February 1970 and ends 29 February 1980. Fuel Oil consuming facilities for electric power generation together with estimated completion dates for planned facilities are set forth in Annex B of this Section II of the Schedule.

D. SOURCE OF PRODUCTS:

Contractor agrees that within three years after the effective date of the contract, Contractor will have completed construction of a refinery in the Ryukyu Islands capable of producing the Fuel Oil called for by this Section II of the Schedule in the volumes set forth in Annex A of Section II. Until such time as the Contractor is required to have completed such refinery in the Ryukyu Islands, and thereafter to the extent of requirements in excess of the volumes set forth in Annex A of Section II of the Schedule Contractor may supply Fuel Oil from other sources, provided, however, that Contractor shall furnish all facilities for and begin delivering the required Fuel Oil in the manner specified herein no later than the beginning of the delivery period specified herein.

E. METHODS OF DELIVERY AND PRICES FOR FUEL OIL ORIGINATING FROM CONTRACTOR'S REFINERY IN THE RYUKYU ISLANDS:

Price quotations are desired in all categories set out below. As a minimum a proposal must include a quotation for ITEM 1 (a) and one quotation for each location under either ITEM 1 (b) or ITEM 1 (c). Quotations under ITEM 1 (b) will be favored if prices are competitive.

ITEM 1 (a) F.O.B. tankers or barges at Contractor's Refinery in the Ryukyu Islands at _____ at \$ _____ per bbl.
(LOCATION)

SCHEDULE (Continued)

ITEM 1 (b) Delivered by pipeline to storage tanks at:

1. Kin \$ _____ per bbl.
2. Naha \$ _____ per bbl.
3. Machinato \$ _____ per bbl.
4. Chatan \$ _____ per bbl.
5. Buckner Bay Area \$ _____ per bbl.

ITEM 1 (c) Delivered by tanker or barge to storage tanks at:

1. Kin \$ _____ per bbl.
2. Naha \$ _____ per bbl.
3. Machinato \$ _____ per bbl.
4. Chatan \$ _____ per bbl.
5. Buckner Bay Area \$ _____ per bbl.

F. METHODS OF DELIVERY AND PRICES FOR FUEL OIL SUPPLIED FROM OUTSIDE RYUKYU ISLANDS PRIOR TO COMPLETION OF REFINERY OR TO MEET REQUIREMENTS IN EXCESS OF THE ESTIMATED REQUIREMENTS:

Price quotations are desired in all categories set out below. As a minimum a proposal must include a quotation for ITEMS 1 (d) and 1 (e) and one quotation for each location under either ITEM 1 (f) or ITEM 1 (g). Quotations under ITEM 1 (f) will be favored if prices are competitive.

ITEM 1 (d) F.O.B. tankers or barges at Contractor's storage facilities in the Ryukyu Islands at _____ at \$ _____ per bbl.
(LOCATION)

ITEM 1 (e) F.O.B. tankers at Contractor's refinery at _____
at \$ _____ per bbl. (LOCATION)

ITEM 1 (f) Delivered by pipeline to storage tanks at:

1. Kin \$ _____ per bbl.
2. Naha \$ _____ per bbl.
3. Machinato \$ _____ per bbl.
4. Chatan \$ _____ per bbl.
5. Buckner Bay Area \$ _____ per bbl.

SCHEDULE (Continued)

ITEM 1 (g) Delivered by tanker or barge to storage tanks at:

1. Kin \$_____ per bbl.
2. Maha \$_____ per bbl.
3. Machinato \$_____ per bbl.
4. Chatan \$_____ per bbl.
5. Buckner Bay Area \$_____ per bbl.

G. CONTRACTOR FURNISHED FACILITIES:

The Contractor shall furnish at his expense all facilities required for the delivery of Fuel Oil by the Methods specified hereunder except those facilities present and planned to be furnished by USCAR as set forth in Annex B to this Section II of the Schedule. Contractor shall bear the cost of connecting Contractor furnished facilities to USCAR facilities.

H. INVENTORY: The Contractor shall maintain in inventory at all times for delivery to REPC not less than twenty days supply of Fuel Oil No. 5.

ESTIMATED ANNUAL REQUIREMENTS OF REPC BY DELIVERY POINTS (Unit:Barrel)
(All quantities in Thousands)

Period	REPC POWER PLANTS-EXISTING AND PLANNED (a)				Total REPC
	Kin	Machinato	Naha Port	Chatan Area (b)	
1 Feb 70 - 31 Jan 71	960	1,540	230	360	3,090
1 Feb 71 - 31 Jan 72	1,110	1,710	130	350	3,300
1 Feb 72 - 31 Jan 73	1,100	1,810	420	350	3,690
1 Feb 73 - 31 Jan 74	610	1,720	190	350	3,700
1 Feb 74 - 31 Jan 75	690	1,780	310	350	3,990
1 Feb 75 - 31 Jan 76	200	1,680	90	350	3,990
1 Feb 76 - 31 Jan 77	210	1,750	90	370	4,160
1 Feb 77 - 31 Jan 78	260	1,420	170	270	4,360
1 Feb 78 - 31 Jan 79	270	1,470	180	340	4,580
1 Feb 79 - 31 Jan 80	280	1,520	185	280	4,655
Total	5,690	16,400	1,995	3,370	39,515

NOTES: a. See Annex B for planned new power plants, time frame, and locations.

b. Site not firm - plant to be located adjacent to or near oil refinery.

ELECTRIC POWER GENERATING PLANTS AND ANCILLARY FACILITIES

ANNEX B
SECTION II

POWER PLANTS	CAPA CITY (MW) SCALE	STORAGE (BARRELS)	NO. OF TANKS	MARINE FACILITIES	LOCATION
A. EXISTING AT DATE OF CONTRACT.					
1. Machinato Steam Power Plant (4 units @ 11.5 MW)	46	80,000	2	Barge mooring pier w/19' draft; 1x8' dockline to tanks	Machinato
2. Kin Steam Power Plant (4 units @ 22 MW)	88	240,000	3	Buoy Mooring (up to 45,000 DWT) 2x14' Submarine discharge lines; 60' draft	Kin
3. Jacona Power Barge (to be retired Dec 1970)	20	10,000	1	Barge mooring w/19' draft; 1x6' dockline to tank	Sukiran Basin (Chatan)
4. Impedence Power Barge	30	(on board tanks only)		1x8' pipeline from USGAR BOT (2x80,000 bbl. tanks)	Naha Port
5. Inductance Power Barge	30	" "		Fuel supplied through same pipeline as Impedence	Naha Port
B. IN PROGRESS					
1. Chatan Steam Unit No. 1 (Est completion date, July 69)	33	40,000(1 tank)	1	Same as A-3 for Jacona Power Barge	Chatan
2. Machinato Steam Unit No. 5 (Est completion date, Mar 70)	85	200,000	1	Same as A-1 for Machinato Units 1-4. (See Part D, Section II of the Schedule)	Machinato
3. Machinato Steam Unit No. 6 (Est completion date, July 70)	85	Supply from same tank as Unit 5		do	do

ELECTRIC POWER GENERATING PLANTS AND ANCILLARY FACILITIES

<u>POWER PLANTS</u>	<u>CAPA CITY (MW)</u>	<u>STORAGE BARRELS</u>	<u>MARINE FACILITIES</u>	<u>LOCATION</u>
<u>C. IN PLANNING STAGE ONLY</u>				
1. Chatan Steam Unit No. 2 (Est completion date May 1970)	33	(See B-1)	Same as A-3	Chatan
2. East Coast Steam Unit No. 1 (Est completion date June 1973)	85	10,000 (See note)	None	Near refinery
3. East Coast Steam Unit No. 2 (Est completion date June 1975)	85	10,000 (See note)	None	do
4. East Coast Steam Unit No. 3 (Est completion date June 1978)	85	10,000 (See note)	None	do

NOTE: Depending on distance from refinery, and the suppliers ability to guarantee the fuel supply, "day" tanks only may be built at these plants. If, due to distance, or other circumstances, supplier cannot guarantee delivery, larger tanks will be considered.

SCHEDULE (Continued)

SECTION III - Contractor shall supply and deliver clean petroleum products as follows:

A. PRODUCTS TO BE FURNISHED:

ITEM 2 - Gasoline, Automotive, Combat, Type I, shall conform to Specification MIL-G-3056B and Amendment 2 except as modified as follows:

(1) Table I - The distillation 10 percent evaporation point shall be 131 to 158° F in lieu of 140 to 158° F.

(2) Table I - The Reid Vapor Pressure shall be 7 to 9 psi in lieu of 8 psi maximum.

(3) The vapor-liquid ratio shall not exceed 10 to 1 at 131° F and shall not exceed 30 to 1 at 145° F as determined by Federal Test Method Standard No. 791a, Change Notice 3, Method 1010 or by the identical method, ASTM Proposed Method of Test for Vapor-Liquid Ratio of Gasoline, page 1030 of ASTM Standards, Part 17 of 1965, except that each method is modified as follows:

(a) Federal Test Method 1010:

- a. Paragraph 4.1 - delete "sleeve type or".
- b. Paragraph 4.6 - delete "1 ml, with 0.01 ml divisions" and substitute "1.0 ml, with 0.5 ml and 1.0 ml divisions, Hamilton Syringe with Chaney Adapter".

(b) ASTM Proposed Method:

- a. Paragraph 5(a) - delete "sleeve type or."
- b. Paragraph 5(f) - delete "1 ml, with 0.01 ml divisions" substitute "1.0 ml, with 0.5 ml and 1.0 ml divisions Hamilton Syringe with Chaney Adapter."

(c) Until the apparatus for the above two test methods is available, Method 1011 of Federal Test Method Standard No. 791a, Change Notice 3, may be used provided the distillation characteristics of the gasoline are determined by ASTM Test Method D-216.

ITEM 3 - Kerosene, Spec: VV-K-211D and amendment 2.

ITEM 4 - Aircraft turbine fuel, kerosene type, Freeze Point - 58° F, DERR 2924 Issue 2 (Jet Type 1-A)

SCHEDULE (Continued)

ITEM 5 - Fuel Oil, Diesel (Grade DF-2 Specifications VV-F-800) (Pour Point + 20° F max. and Cloud point + 30° F max.).

B. QUANTITIES (Gallons): Upon the order of USCAR or its designee Contractor shall furnish such quantities as may be required to meet the fuel consumption and distribution requirements of USCAR. Such requirements include all non-military requirements of the Ryukyu Islands, the quantities furnished by USCAR to the U. S. Military Exchange service stations, and the quantities furnished by USCAR to the U. S. Military Forces in the Ryukyu Islands. The estimated annual requirements are set forth in Annex A of this Section III of the Schedule. The actual requirements may vary substantially from the estimated requirements due to changing conditions over the contract period. The stated estimates do not limit in any manner the obligation of the Contractor to furnish the total requirements of USCAR for the entire contract period. All requirements will be furnished at the prices stated in the applicable portion of the Schedule and there will be no increase in price due to an increase in requirements above the estimated volume or due to a decrease in requirements below the estimated volume. The Contractor shall be the exclusive supplier of the products covered by Section III of the Schedule to USCAR.

C. ORDERING AND DELIVERY PERIODS: The ordering period begins 1 March 1971 and ends 31 March 1974. The delivery periods begins 1 May 1971 and ends 30 April 1974. USCAR shall have the right at its option to extend the ordering and delivery periods to end 31 March 1975 and 30 April 1975 respectively by written notice delivered to the Contractor prior to 1 February 1974.

D. SOURCE OF PRODUCTS: Contractor may propose to supply the clean petroleum products called for by this Section III of the Schedule from a refinery in the Ryukyu Islands, in which case he shall enter proposals under Subsection E or F (or both) and Subsection G. Alternatively, Contractor may propose to supply these products from other sources, in which case he shall enter proposals under Subsection H. The Contractor may propose under all of the Subsections of Section III, in which case it is understood that the government may choose to accept either his proposal under Subsections E or F and G or his proposal under Subsection H. Proposals which offer to supply the clean petroleum products from a refinery in the Ryukyu Islands are desired and such an offer will be considered a positive factor in the evaluation of the proposal as a whole. If the Contractor proposes to supply the clean petroleum products called for by this Section III of the Schedule from a refinery in the Ryukyu Islands and this proposal is accepted by USCAR, the following provision shall be incorporated in Section III of the Schedule of the resulting contract between USCAR and the Contractor: "D. SOURCE OF PRODUCTS: Contractor agrees that within three years after the effective date of the contract Contractor will have completed construction of a refinery in the Ryukyu Islands capable of producing the products called for by this Section III. Until such time as the Contractor is required to have completed such refinery in the Ryukyu Islands, and thereafter to the extent of requirements in excess of the volumes set forth in Annex A of Section III of the Schedule Contractor may supply products from other sources, provided, however, that Contractor shall furnish all facilities for and begin delivering the required products in the manner specified herein no later than the beginning of the delivery period specified herein."

SCHEDULE (Continued)

E. METHODS OF DELIVERY AND PRICES FOR PRODUCTS WHICH ORIGINATE FROM CONTRACTOR'S REFINERY IN THE RYUKYU ISLANDS.

Price quotations are desired in all categories set out in this paragraph E.

ITEM 2. GASOLINE

a. F.O.B. conveyance at Contractor's refinery as follows:

1. Barge or tanker \$ _____ per gallon
2. Tank truck \$ _____ per gallon
3. Pipeline connection \$ _____ per gallon

b. Delivered to USCAR Clean Products Terminal at Naha, Okinawa by:

1. Barge or tanker \$ _____ per gallon

ITEM 3. KEROSENE

a. F.O.B. conveyance at Contractor's refinery as follows:

1. Barge or tanker \$ _____ per gallon
2. Tank truck \$ _____ per gallon
3. Pipeline connection \$ _____ per gallon

b. Delivered to USCAR Clean Products Terminal at Naha, Okinawa by:

1. Barge or tanker \$ _____ per gallon

ITEM 4. AIRCRAFT TURBINE FUEL

a. F.O.B. conveyance at Contractor's refinery as follows:

1. Barge or tanker \$ _____ per gallon
2. Tank truck \$ _____ per gallon
3. Pipeline connection \$ _____ per gallon

b. Delivered to USCAR Clean Products Terminal at Naha, Okinawa by:

1. Barge or tanker \$ _____ per gallon

SCHEDULE (Continued)

ITEM 5. FUEL OIL DIESEL

a. F.O.B. conveyance at Contractor's refinery as follows:

1. Barge or tanker \$ _____ per gallon
2. Tank truck \$ _____ per gallon
3. Pipeline connection \$ _____ per gallon

b. Delivered to USCAR Clean Products Terminal at Naha, Okinawa by:

1. Barge or tanker \$ _____ per gallon

F. ALTERNATE METHODS OF DELIVERY: Contractor shall deliver clean products from its refinery by Contractor's pipeline as follows; for which it shall be paid the applicable unit price specified below, which price shall be in addition to the applicable prices set forth in Paragraph E of this Section III of the Schedule for delivery F. O. B. pipeline connection at the Contractor's refinery.

Delivered to USCAR Clean Products Terminal Naha, Okinawa by:

4. Contractor's pipeline \$ _____ per gallon to above terminal
5. Contractor's pipeline \$ _____ per gallon to U.S. Military pipeline

G. METHODS OF DELIVERY AND PRICES THEREFOR FOR CLEAN PETROLEUM PRODUCTS SUPPLIED FROM OUTSIDE THE RYUKYU ISLANDS PRIOR TO COMPLETION OF CONTRACTOR'S REFINERY IN THE RYUKYU ISLANDS OR TO MEET REQUIREMENTS IN EXCESS OF THE ESTIMATED REQUIREMENTS:

Price quotations are desired for all products set out in this Paragraph G:

a. For products delivered by barge or tanker to USCAR Clean Products Terminal Naha, Okinawa and F.O.B. tankers at Contractor's refinery as indicated below:

ITEM 2. GASOLINE

1. Delivered by _____ \$ _____ per gallon
2. F.O.B. Refinery _____ \$ _____ per gallon
(LOCATION)

ITEM 3. KEROSENE

1. Delivered by _____ \$ _____ per gallon
2. F.O.B. Refinery _____ \$ _____ per gallon
(LOCATION)

SCHEDULE (Continued)

ITEM 4. AIRCRAFT TURBINE FUEL

1. Delivered by _____ \$ _____ per gallon
2. F.O.B. Refinery _____ \$ _____ per gallon
(LOCATION)

ITEM 5. FUEL OIL DIESEL

1. Delivered by _____ \$ _____ per gallon
2. F.O.B. Refinery _____ \$ _____ per gallon
(LOCATION)

H. METHODS OF DELIVERY AND PRICES THEREFOR FOR CLEAN PETROLEUM PRODUCTS SUPPLIED FROM OUTSIDE THE RYUKYU ISLANDS TO MEET ALL USCAR REQUIREMENTS UNDER SECTION III OF THE SCHEDULE FOR THE ENTIRE DELIVERY PERIOD.

Price quotations are desired for all products set out in this Paragraph H.

a. For products delivered by barge or tanker to USCAR Clean Products Terminal, Naha, Okinawa and F.O.B. tankers at Contractor's refinery as indicated below:

ITEM 2. GASOLINE

1. Delivered by _____ \$ _____ per gallon
2. F.O.B. Refinery _____ \$ _____ per gallon
(LOCATION)

ITEM 3. KEROSENE

1. Delivered by _____ \$ _____ per gallon
2. F.O.B. Refinery _____ \$ _____ per gallon
(LOCATION)

ITEM 4. AIRCRAFT TURBINE FUEL

1. Delivered by _____ \$ _____ per gallon
2. F.O.B. Refinery _____ \$ _____ per gallon
(LOCATION)

ITEM 5. FUEL OIL DIESEL

1. Delivered by _____ \$ _____ per gallon
2. F.O.B. Refinery _____ \$ _____ per gallon
(LOCATION)

SCHEDULE (Continued)

I. CONTRACTOR FURNISHED FACILITIES: The Contractor shall furnish at his expense all facilities required for delivery of clean petroleum products by the methods specified hereunder. Contractor shall bear the cost of connecting Contractor furnished facilities to USCAR or U. S. Military facilities.

J. INVENTORY: The Contractor shall maintain in inventory at all times for delivery to USCAR not less than twenty days supply of each product covered by this contract.

ANNEX A, SECTION III

ESTIMATED ANNUAL REQUIREMENTS FOR CLEAN PRODUCTS
(Estimated Quantity in Thousands of US Gallons)

PERIODS	MOTOR GASOLINE	KEROSENE	JET A-1	DIESEL GAS OIL
1 May 71 - 30 Apr 72	87,000	10,300	71,200	36,000
1 May 72 - 30 Apr 73	93,500	9,800	71,300	38,000
1 May 73 - 30 Apr 74	100,500	9,300	71,400	40,000
1 May 74 - 30 Apr 75	108,000	8,800	71,500	42,000

SCHEDULE (Continued)

SECTION IV - The Contractor shall supply and deliver the Fuel Oil requirements of USCAR which are not for the use of REPC as follows:

A. PRODUCT TO BE FURNISHED:

ITEM 1. Fuel Oil Burner No. 5 (heavy) Specification VV-F-815A; maximum sulphur content 3.5% by wt.; Flash Point 150° F minimum.

B. QUANTITIES (in Barrels): Upon the order of USCAR or its designee Contractor shall furnish such quantities as may be required to meet all non-military requirements of the Ryukyu Islands (excluding REPC requirements which are covered by Section II of the Schedule) plus those military requirements supplied by USCAR. Such requirements include, but are not limited to, those quantities supplied to the civilian economy, bunkers for vessels calling at the Ryukyu Islands, and certain limited military requirements which are supplied by USCAR. The estimated annual requirements by delivery point are set forth in Annex A of this Section IV of the Schedule. The actual requirements may vary substantially from the estimated requirements due to changing conditions over the contract period. The stated estimates do not limit in any manner the obligation of the Contractor to furnish the total requirements of USCAR for the entire contract period. All requirements will be furnished at the prices stated in the applicable portion of the Schedule and there will be no increase in price due to an increase in requirements above the estimated volume or due to a decrease in requirements below the estimated volume. The Contractor shall be the exclusive supplier of Fuel Oil No. 5 to USCAR.

C. ORDERING AND DELIVERY PERIODS: The ordering period begins 1 January 1970 and ends 31 January 1973. The delivery period begins 1 February 1970 and ends 28 February 1973. USCAR shall have the right at its option to extend the ordering and delivery periods to end 31 January 1974 and 28 February 1974 respectively, by written notice delivered to the Contractor prior to 1 November 1972.

D. SOURCE OF PRODUCTS: Contractor may propose to supply the Fuel Oil called for by this Section IV of the Schedule from a refinery in the Ryukyu Islands, in which case he shall enter proposals under Subsection E and F. Alternatively, Contractor may propose to supply these products from other sources, in which case he shall enter proposals under Subsection G. The Contractor may propose under all of the Subsections of Section IV, in which case it is understood that the Government may choose to accept either his proposal under Subsection E and F or his proposal under Subsection G. Proposals which offer to supply these products from a refinery in the Ryukyu Islands are desired and such an offer will be considered a positive factor in the evaluation of the proposal as a whole. If the Contractor proposes to supply the Fuel Oil called for by this Section IV of the Schedule from a refinery in the Ryukyu Islands and this proposal is accepted by USCAR, the following provision shall be incorporated in Section IV of the Schedule of the resulting contract between USCAR and the Contractor:

SCHEDULE (Continued)

"D. SOURCE OF PRODUCTS: Contractor agrees that within three years after the effective date of the contract Contractor will have completed construction of a refinery in the Ryukyu Islands capable of producing the Fuel Oil called for by this Section IV of the Schedule in the volumes set forth in Annex A of Section IV in addition to those volumes required by Section II of the schedule. Until such time as the Contractor is required to have completed such refinery in the Ryukyu Islands, and thereafter to the extent of requirements in excess of the volumes set forth in Annex A of Section IV of the Schedule Contractor may supply products from other sources, provided, however, that Contractor shall furnish all facilities for and begin delivering the required products in the manner specified herein no later than the beginning of the delivery period specified herein."

E. METHODS OF DELIVERY AND PRICES FOR FUEL OIL ORIGINATING FROM CONTRACTOR'S REFINERY IN THE RYUKYU ISLANDS:

Price quotations are desired in all categories set out below. As a minimum a proposal must include a quotation for ITEM 6(a) and one quotation for either ITEM 6(b) or ITEM 6(c). Quotations under ITEM 6(b) will be favored if prices are competitive.

ITEM 6(a) F.O.B. tankers or barges at Contractor's Refinery in the Ryukyu Islands at _____ at \$ _____ per bbl.
(Location)

ITEM 6(b) Delivered by pipeline to storage tanks at Naha \$ _____ per bbl.

ITEM 6(c) Delivered by tanker or barge to storage tanks at Naha \$ _____ per bbl.

F. METHODS OF DELIVERY AND PRICES FOR FUEL OIL SUPPLIED FROM OUTSIDE RYUKYU ISLANDS PRIOR TO COMPLETION OF REFINERY OR TO MEET REQUIREMENTS IN EXCESS OF THE ESTIMATED REQUIREMENTS:

Price quotations are desired in all categories set out below. As a minimum a proposal must include a quotation for ITEM 6(d) and 6(e) and one quotation for either ITEM 6(f) or ITEM 6(g). Quotations under ITEM 6(f) will be favored if prices are competitive.

ITEM 6(d) F.O.B. tankers or barges at Contractor's storage facilities in the Ryukyu Islands at _____ at \$ _____ per bbl.
(Location)

ITEM 6(e) F.O.B. tankers at Contractor's refinery at _____ at \$ _____ per bbl.
(Location)

SCHEDULE (Continued)

ITEM 6(f) Delivered by pipeline to storage tanks at Naha \$ _____ per bbl.

ITEM 6(g) Delivered by tanker or barge to storage tanks at Naha \$ _____ per bbl.

G. METHODS OF DELIVERY AND PRICES THEREFOR FOR FUEL OIL SUPPLIED FROM OUTSIDE THE RYUKYU ISLANDS TO MEET ALL USCAR REQUIREMENTS UNDER SECTION IV OF THE SCHEDULE FOR THE ENTIRE DELIVERY PERIOD.

Price quotations are desired in all categories set out below. As a minimum proposal must include a quotation for ITEMS 6(h) and 6(i) and one quotation for each location under either ITEM 6(j) or ITEM 6(k). Quotations under ITEM 6(j) will be favored if prices are competitive.

ITEM 6(h) F.O.B. tankers or barges at Contractor's storage facilities in the Ryukyu Islands at _____ at \$ _____ per bbl.
(Location)

ITEM 6(i) F.O.B. tankers at Contractor's refinery at _____ at \$ _____ per bbl.
(Location)

ITEM 6(j) Delivered by pipeline to storage tanks at Naha \$ _____ per bbl.

ITEM 6(k) Delivered by tanker or barge to storage tanks at Naha \$ _____ per bbl.

H. CONTRACTOR FURNISHED FACILITIES: The Contractor shall furnish at his expense all facilities required for the delivery of Fuel Oil by the Methods specified herein.

I. INVENTORY: The Contractor shall maintain in inventory at all times for delivery to USCAR not less than twenty days supply of each product covered by this contract.

ANNEX A, SECTION IV

ESTIMATED ANNUAL NON-REPC FUEL OIL REQUIREMENTS (Unit:Barrel)

<u>Period</u>	<u>Volume</u>
1 Feb 70 - 31 Jan 71	2,530,000
1 Feb 71 - 31 Jan 72	2,580,000
1 Feb 72 - 31 Jan 73	2,620,000
1 Feb 73 - 31 Jan 74	2,660,000
1 Feb 74 - 31 Jan 75	2,700,000

GENERAL PROVISIONS

1. DEFINITIONS:

As used throughout this contract, the following terms shall have the meaning set forth below:

(a) The term "head of the agency" or "Secretary" means the Secretary of the Army, the Under Secretary, any Assistant Secretary, or any other head or assistant head of the Department of the Army and the term "his duly authorized representative" means any person or persons or board (other than the Contracting Officer) authorized to act for the head of the agency or the Secretary.

(b) The term "Administrator" means the Civil Administrator of the Ryukyu Islands (USCAR); and the term "his duly authorized representative" means any person or persons or board (other than the Contracting Officer) authorized to act for the Administrator.

(c) The term "Contracting Officer" means the person executing this contract on behalf of USCAR, and any other officer or civilian employee of the Office of the Civil Administrator of the Ryukyu Islands who is properly designated Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of his authority.

(d) The term "USCAR" means the United States Civil Administration of the Ryukyu Islands or members of the USCAR staff designated to act on its behalf.

(e) Except as otherwise provided in this contract, the term "sub-contracts" includes purchase orders under this contract.

(f) United States, when used in a geographic sense, means the States and the District of Columbia.

(g) The term "effective date of the contract" means the date upon which this contract is awarded.

(h) The symbol "TK" means tanker, "B" barge, "TC" tank car, "T" truck, "TT" transport truck, "TTR" truck and trailer, "TW" tank wagon and "P" pipeline. The symbols or terms "(TT) transport truck" and "(TTR) truck trailer" means tank truck equipment, whereas the symbol or term "(T) truck" means truck equipment for hauling drummed or packaged supplies.

GENERAL PROVISIONS (Continued)

2. CHANGES:

The Contracting Officer may at any time, by a written order, and without notice to the sureties, make changes within the general scope of this contract, in any one or more of the following: (i) Specifications of the supplies to be furnished; (ii) method of shipment or packing; (iii) grade of the product to be furnished, but only to a grade within the same specification; (iv) type of container or of transportation equipment; (v) place of inspection, delivery or acceptance; and (vi) destination of shipments. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the contractor of the notification of change, provided, however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Where the cost of property made obsolete or excess as result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

3. EXTRAS

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefor have been authorized in writing by the Contracting Officer.

4. VARIATION IN QUANTITY

No variation in the quantity set forth in any individual order for any item will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in refining or manufacturing processes, and then only to extent that such variation is within 10 percent, plus or minus, of the quantity ordered. Any such variation in quantity accepted hereunder that is in excess of the quantity ordered shall not be applied to reduce; nor shall any such variation in quantity that is less than the quantity ordered be deemed a quantity ordered in determining the maximum quantity of supplies or services which USCAR is entitled to order, and the Contractor is required to furnish if ordered.

GENERAL PROVISIONS (Continued)

5. INSPECTION:

a. All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and end products) shall be subject to inspection and test by USCAR, to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance.

b. In case any supplies or lots of supplies are defective or otherwise not in conformity with the requirements of this contract, USCAR shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Contracting Officer, corrected in place by and at the expense of the Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of acceptance is disclosed. If the Contractor fails promptly to remove such supplies or lots of supplies or lots of supplies which are required to be removed, or promptly to replace or correct such supplies or lots of supplies, USCAR either (i) may by contract or otherwise replace or correct such supplies and charge to the Contractor the cost occasioned USCAR thereby, or (ii) may terminate this contract for default as provided in the clause of this contract entitled "Default". Unless the Contractor corrects or replaces such supplies within the delivery schedule, the Contracting Officer may require the delivery of such supplies at a reduction in price which is equitable under the circumstances. Failure to agree to such reduction of price shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes".

c. If any inspection or test is made by USCAR on the premises of the Contractor or a subcontractor, the Contractor without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of the USCAR inspectors in the performance of their duties. If USCAR inspection or test is made at a point other than the premises of the Contractor or a subcontractor, it shall be at the expense of USCAR except as otherwise provided in this contract: Provided, That in case of rejection USCAR shall not be liable for any reduction in value of samples used in connection with such inspection or test. All inspections and tests by USCAR shall be performed in such a manner as not to unduly delay the work. USCAR reserves the right to charge to the Contractor any additional cost of USCAR inspection and test when supplies are not ready at the time such inspection and test is requested by the Contractor or when reinspection or retest is necessitated by prior rejection. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery,

GENERAL PROVISIONS (Continued)

except as otherwise provided in this contract; but failure to inspect and accept or reject supplies shall neither relieve the Contractor from responsibility for such supplies as are not in accordance with the contract requirements nor impose liability on USCAR therefor.

d. The inspection and test by USCAR of any supplies or lots thereof does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements which may be discovered prior to acceptance. Except as otherwise provided in this contract, acceptance shall be conclusive except as regards latent defect, fraud, or such gross mistakes as amount to fraud.

e. The contractor shall provide and maintain an inspection system acceptable to USCAR covering the supplies hereunder pursuant to clause 32 of these General Provisions.

6. RESPONSIBILITY FOR SUPPLIES:

Except as otherwise provided in this contract, (i) the Contractor shall be responsible for the supplies covered by this contract until they are delivered at the designated delivery point, regardless of the point of inspection; (ii) after delivery to USCAR at the designated point and prior to acceptance by USCAR, or rejection and giving notice thereof by USCAR, USCAR shall be responsible for the loss or destruction of or damage to the supplies only if such loss, destruction, or damage results from the negligence of officers, agents, or employees of USCAR acting within the scope of their employment; and (iii) the Contractor shall bear all risks as to rejected supplies after notice of rejection, except that USCAR shall be responsible for the loss, or destruction of, or damage to the supplies only if such loss, destruction or damage results from the gross negligence of officers, agents, or employees of USCAR acting within the scope of their employment.

7. PAYMENTS:

The Contractor shall be paid, upon the submission of proper invoices or vouchers, the prices stipulated herein for supplies delivered and accepted or services rendered and accepted less deductions, if any, as herein provided. Unless otherwise specified, payment will be made on partial deliveries accepted by USCAR when the amount due on such deliveries so warrants; or, when requested by the Contractor, payment for accepted partial deliveries shall be made whenever such payment would equal or exceed \$1,000.

GENERAL PROVISIONS (Continued)

8. ASSIGNMENT OF CLAIMS:

a. Pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15) (if applicable to this contract) if this contract provides for payments aggregating \$1,000 or more, claims for moneys due or to become due the Contractor from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. Unless otherwise provided in this contract, payments to an assignee of any moneys due or to become due under this contract shall not, to the extent provided in said Act, as amended, be subject to reduction or setoff. (The preceding sentence applies only if this contract is made in time of war or national emergency as defined in said Act and is with the Department of Defense, the General Services Administration, the Atomic Energy Commission, the National Aeronautics and Space Administration, the Federal Aviation Agency, or any other department or agency of the United States designated by the President pursuant to Clause 4 of the proviso of section 1 of the Assignment of Claims Act of 1940, as amended by the Act of May 15, 1951, 65 Stat. 41).

b. In no event shall copies of this contract or of any plans, specifications, or other similar documents relating to work under this contract if marked "Top Secret", "Secret", or "Confidential," be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive the same. However, a copy of any part or all of this contract so marked may be furnished, or any information contained therein may be disclosed, to such assignee upon the prior written authorization of the Contracting Officer.

9. ADDITIONAL BOND SECURITY

If any surety upon any bond furnished in connection with this contract becomes unacceptable to USCAR or if any such surety fails to furnish reports as to his financial condition from time to time as requested by USCAR, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of USCAR and of persons supplying labor or materials in the prosecution of the work contemplated by this contract.

GENERAL PROVISIONS (Continued)

10. DEFAULT

a. USCAR may, subject to the provisions of paragraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:

(i) if the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or

(ii) if the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performances of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

b. In the event USCAR terminates this contract in whole or in part as provided in paragraph (a) of this clause, USCAR may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to USCAR for any excess costs for such similar supplies or services: PROVIDED, That the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

c. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the United States in its sovereign capacity, acts of USCAR in either its governmental or contractual capacity, fires, floods, epidemics, quarantine, freight, embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

d. If this contract is terminated in whole or in part, as provided in paragraph (a) of this clause, USCAR, in addition to any other rights provided in this clause may require the Contractor to make available to USCAR the use of such completed or partially completed facilities as the Contractor has constructed for such part of the contract as has been terminated and as may be required by USCAR to adequately receive, store,

GENERAL PROVISIONS (Continued)

transport and deliver products obtained from third parties of the kind and quality called for in the terminated portion of the contract. Contractor shall, upon direction of the Contracting Officer, protect and preserve property in possession of the Contractor in which USCAR has an interest, payment for completed supplies delivered to and accepted by USCAR shall be at the contract price. Payment for use of petroleum facilities used by USCAR shall be in an amount agreed upon by the Contractor and Contracting Officer: failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." USCAR may withhold from amounts otherwise due the Contractor for such completed supplies or use of petroleum facilities such sum as the Contracting Officer determines to be necessary to protect USCAR against loss because of outstanding liens or claims or former lien holders.

e. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of USCAR be the same as if the notice of termination had been issued pursuant to such clause. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and if this contract does not contain a clause providing for termination for convenience of USCAR the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

f. If the Contractor fails to complete the construction of a petroleum refinery in the Ryukyu Islands adequate to produce the products which this contract requires the Contractor to supply from such a refinery within the time specified in the contract, or any extension thereof, the actual damage to USCAR and the economy of the Ryukyu Islands will be difficult or impossible to determine. Therefore, in lieu of actual damages the Contractor shall pay to USCAR as fixed, agreed, and liquidated damages for each calendar day of delay, \$2,500.00. There shall be a 30 day grace period before such liquidated damages shall begin to accrue. Alternatively, USCAR may terminate this contract in whole or in part as provided in paragraph (a) of this clause, and in that event the Contractor shall be liable, in addition to the excess costs provided in paragraph (b) above, for such liquidated damages (\$2,500.00 for each calendar day of delay, excluding a 30 day grace period) accruing until such time as a petroleum refinery is actually completed under a subsequent USCAR contract. The Contractor shall not be liable for any portion of such delay which exceeds two (2) years. Contractor shall not be liable for liquidated damages for any delay beyond the effective date of termination of this contract if at the end of a period of six (6) months from the effective date

GENERAL PROVISIONS (Continued)

of termination of this contract USCAR has not entered into a subsequent contract which requires that a petroleum refinery be built in the Ryukyu Islands. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault of negligence of the Contractor, as defined in paragraph (c) above, and in such event, subject to the "Disputes" clause, the Contracting Officer shall ascertain the facts and extent of the delay and shall extend the time for performance of the contract when in his judgment the findings of fact justify an extension.

g. The rights and remedies of USCAR provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

11. DISPUTES:

a. Except as otherwise provided in this contract any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Secretary. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a United States court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

b. This Disputes clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above; Provided, that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

12. OFFICIALS NOT TO BENEFIT:

No member of or delegate to Congress, or resident COMMISSIONER, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

13. COVENANT AGAINST CONTINGENT FEES:

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling

GENERAL PROVISIONS (Continued)

agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty USCAR shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

14. TAXES, DUTIES, AND CHARGES FOR DOING BUSINESS:

a. As used throughout this clause, the words and terms defined in this paragraph shall have the meanings set forth herein.

(i) The term "country concerned" means any country in which expenditures under this contract are made. This term includes the Ryukyu Islands.

(ii) The words Tax and Taxes includes fees and charges for doing business that are levied by the Government of the country concerned or by political subdivisions thereof.

(iii) The term "contract date" means the date of this contract; as to additional supplies or services procured by modification on this contract, the term means the date of the modification.

b. Except as may be otherwise provided in this contract, the contract price includes all taxes and duties in effect and applicable to this contract on the contract date, except taxes and duties (i) from which USCAR, the Contractor, and subcontractor, or the transactions of property covered by this contract are exempt under the laws of the country concerned or political subdivision thereof; or (ii) which the Government of the United States or USCAR and the government of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of USCAR.

c. (1) If the contractor is required to pay or bear the burden --

(i) of any tax or duty which either was not to be included in the contract price pursuant to the requirements of paragraph b, hereof, or was specifically excluded from the contract price by a provision of this contract; or

(ii) of an increase in rate of any tax or duty, whether or not such tax or duty was excluded from the contract price; or

(iii) of any interest or penalty on any tax or duty referred to in (i) or (ii) above, the contract price shall be correspondingly increased; PROVIDED that the Contractor warrants in writing that no amount of such tax, duty, or increase therein was included in the contract price as a contingency reserve or otherwise; and PROVIDED FURTHER, that liability for such tax, duty, increase therein, interest or penalty was not incurred through the fault or negligence of the Contractor or his failure to follow instructions of the Contracting Officer or to comply with the provisions of subparagraph d. (1) below.

GENERAL PROVISIONS (Continued)

(2) If the Contractor is not required to pay or bear the burden, or obtains a refund or drawback, in whole or in part, of any tax, duty, increase therein, interest or penalty which (i) was to be included in the contract price pursuant to the requirement of paragraph b, (ii) was included in the contract price, or (iii) was the basis of an increase in the contract price, the contract price shall be correspondingly decreased or the amount of such relief, refund, or drawback shall be paid to USCAR, as directed by the Contracting Officer. The contract price also shall be correspondingly decreased if the Contractor, through his fault or negligence or his failure to follow instructions is required to pay or bear the burden, or does not obtain a refund or drawback of any such tax, duty, increase therein, interest or penalty. Interest paid or credited to the Contractor incident to a refund of taxes or duties shall inure to the benefit of USCAR to the extent that such interest was earned after the Contractor was paid or reimbursed by USCAR for such taxes or duties.

(3) Invoices or vouchers covering any adjustment of the contract price pursuant to this paragraph (d) shall set forth the amount thereof as a separate item and shall identify the particular tax or duty involved.

(4) No adjustment in the contract price or payment or credit to USCAR is required pursuant to this paragraph (c) if the total amount thereof for the contract period will be less than one hundred dollars (\$100).

(5) Subparagraphs (1) and (2) of this paragraph (c) shall not be applicable to social security taxes; income and franchise taxes, other than those levied on or measured by (i) sales or receipts from sales, or (ii) the Contractor's possession of, interest in, or use of property, title to which is in USCAR; excess profits taxes; capital stock taxes; transportation taxes; unemployment compensation taxes; or property taxes, other than such property taxes, allocable to this contract, as are assessed either on completed supplies covered by this contract, or on the contractor's possession of, interest in, or use of property, title to which is in USCAR.

d. (1) The Contractor shall take all reasonable action to obtain exemption from or refund of any taxes or duties, including interest or penalty, from which USCAR, the Contractor, any subcontractor, or the transactions, or property covered by this contract are exempt under the laws of the county concerned or political subdivision thereof, or which the Government of the United States or USCAR and the government of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of USCAR.

(2) The Contractor shall promptly notify the Contracting Officer of all matters pertaining to taxes or duties which reasonably may be expected to result in either an increase or decrease in the contract price.

(3) Whenever an increase or decrease in the contract price may be required under this clause, the Contractor shall take action as directed by the Contracting Officer and the contract price shall be equitably adjusted to cover the cost of such action, including any interest, penalty, and reasonable attorneys' fees.

GENERAL PROVISIONS (Continued)

15. REPORTING OF ROYALTIES:

(The provisions of this clause shall not be applicable where the supplies to be furnished under this contract were refined or manufactured in the United States, its possessions or Puerto Rico.)

a. If this contract is in an amount which exceeds fifty thousand United States dollars (\$50,000), the Contractor shall report in writing to the Contracting Officer during the performance of this contract the amount of royalties paid or to be paid by the Contractor directly to others in the performance of this contract. The Contractor shall also (i) furnish in writing any additional information relating to such royalties as may be requested by the Contracting Officer, and (ii) insert a provision similar to this clause in any subcontract hereunder which involves an amount in excess of the equivalent of fifty thousand United States dollars (\$50,000).

b. The term royalties as used herein refers to any cost or charges in the nature of royalties, license fees, patent or license amortization costs or the like for the use of or for rights in patents or patent applications.

16. COMMUNIST AREAS:

a. Unless he first obtains the written approval of the Contracting Officer, the Contractor shall not acquire for use in the performance of this contract:

(i) any supplies or services originating from sources within the following communist areas: Albania; Bulgaria; China, excluding Taiwan (Formosa), but including Manchuria, Inner Mongolia the provinces of Tsinghai and Sikiang, Sinkiang, Tibet, the former Kwantung Leased Territory the present Port Arthur Naval Base Area, and Liaoning Province; Communist-controlled area of Viet Nam and Communist-controlled area of Laos; Cuba; Czechoslovakia; East Germany (Soviet zone of Germany and the Soviet Sector of Berlin; Estonia; Hungary; Latvia; Lithuania; North Korea; Other Mongolia; Poland and Danzig; Rumania; Union of Soviet Socialist Republics;

(ii) any supplies, however processed, which are or were located in or transported from or through China (as described in (i) above, North Korea, North Viet Nam, or Cuba;

b. The Contractor agrees to insert the provisions of this clause, including this paragraph (b), in all subcontracts hereunder.

GENERAL PROVISIONS: (Continued)

17. NON-USE OF FOREIGN FLAG VESSELS ENGAGED IN CUBAN AND NORTH VIETNAM TRADE:

a. If, after the date of award, any supplies to be furnished or any materials to be incorporated in such supplies or in a construction project will require ocean transportation from the United States in the performance of this contract, the Contractor shall not use any foreign-flag vessel which the Maritime Commission has listed in the Federal Register as having called at a Cuban port on or after 1 January 1963, or a North Vietnam port on or after 25 January 1966, unless an exception has been made by the Secretary of Commerce.

b. For purpose of this clause, the term "United States" includes the fifty States, Puerto Rico, possessions of the United States, and the District of Columbia.

c. The Contractor shall include the substance of this clause, including this paragraph (c), in each subcontract or purchase order hereunder which may involve ocean transportation from the United States.

18. GRATUITIES:

a. USCAR may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found, after notice and hearing, by the Secretary or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of USCAR with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract: PROVIDED, that the existence of the facts upon which the Secretary or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent United States court.

b. In the event this contract is terminated as provided in paragraph (a) hereof, USCAR shall be entitled (i) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and (ii) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee.

c. The rights and remedies of USCAR provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

GENERAL PROVISIONS (Continued)

19. RENEGOTIATION:

a. This contract will be exempt from the provisions of the Renegotiation Act of 1951 (50 U.S.C. App. 1211, et seq.) as amended, if it is wholly performed outside the United States, its possessions and Puerto Rico and if throughout the performance of the contract the Contractor is not engaged in a trade or business in the United States, its possessions and Puerto Rico and is:

(i) an individual who is not a national of the United States; or

(ii) a partnership or joint venture in which individuals who are not nationals of the United States or corporations which are not created by, or organized under the laws of the United States or any state or possession thereof or Puerto Rico are entitled to more than 50 percent of the profits; or

(iii) a corporation (other than a corporation created by, or organized under the laws of the United States or any state or possession thereof or Puerto Rico) more than 50 percent of the voting stock of which is owned directly or indirectly by persons described in (i) and (ii) above.

b. If the Contractor does not meet all the requirements for exemption, set forth in paragraph (a) above at all times during the entire performance of this contract, this contract shall be subjected, to the extent required by law, to the Renegotiation Act of 1951, as amended, and to any subsequent Act of the United States Congress providing for the renegotiation of contracts; PROVIDED, however, that nothing contained in this clause shall impose any renegotiation obligation with respect to this contract or any subcontract hereunder which is not imposed by an Act of the United States Congress heretofore or hereafter enacted. In the event this contract is subject to the Renegotiation Act of 1951, it shall be deemed to contain all the provisions required by Section 104 of that Act, and by any such other Act, without subsequent contract amendment specifically incorporating such provisions.

c. The Contractor agrees to insert the provisions of this clause, including this paragraph (c) in all subcontracts, as that term is defined in section 103g of the Renegotiation Act of 1951, as amended.

20. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-PRICE ADJUSTMENTS:

a. This clause shall become operative only with respect to any change or other modification of this contract which involves a price adjustment in excess of \$100,000, except where the price is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation. The right to price reduction under this clause shall be limited to such price adjustments.

GENERAL PROVISIONS (Continued)

b. If any price, including profit, or fee, negotiated in connection with any price adjustment under this contract was increased by any significant sums because the Contractor or any subcontractor, pursuant to the clause of this contract entitled "Subcontractor Cost or Pricing Data-Price Adjustments", or any subcontract clause therein required, furnished incomplete or inaccurate cost or pricing data, or data not current as of the date of execution of the Contractor's Certificate of Current Cost or Pricing Data, then such price shall be reduced accordingly and the contract shall be modified in writing to reflect such reduction. (Note: Since the contract is subject to reduction under this clause by reason of defective cost or pricing data submitted in connection with certain subcontracts, it is expected that the Contractor may wish to include a clause in each such subcontract requiring the subcontractor to appropriately indemnify the contractor. However, the inclusion of such a clause and the terms thereof are matters for negotiation and agreement between the contractor and the subcontractor. It is also expected that any subcontractor subject to such indemnification will generally require substantially similar indemnification for defective cost or pricing data required to be submitted by his lower-tier subcontractors.)

c. The Contractor agrees to insert this clause, including this paragraph (c) in all subcontracts hereunder which when entered into exceed \$100,000. When so inserted, changes shall be made to designate the higher-tier subcontractor at the level involved as the contracting and certifying party; to add "of the USCAR prime contract" after "Contracting Officer"; and to add, at the end of (a) above, the words, "Provided that the change or other modification to the subcontract results from a change or other modification to the USCAR prime contract".

GENERAL PROVISIONS (Continued)

21. AUDIT:

(a) For purposes of verifying that cost or pricing data submitted, in conjunction with the negotiation of this contract or any contract change or other modification involving an amount in excess of \$100,000 are accurate, complete, and current, the Contracting Officer, or his authorized representatives, shall until the expiration of three years from the date of final payment under this contract--have the right to examine those books, records, documents and other supporting data which will permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein, which were available to the Contractor as of the date of execution of the Contractor's Certificate of Current Cost or Pricing Data.

(b) The Contractor agrees to insert the substance of this clause including this paragraph (b) in all subcontracts hereunder in excess of \$100,000, so as to apply until three years after final payment under the subcontract, unless the price is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation. In each such excepted subcontract hereunder in excess of \$100,000, the Contractor shall insert the substance of the following clause to apply until three years after final payment under the subcontract.

22. AUDIT-PRICE ADJUSTMENTS

(a) This clause shall become operative only with respect to any change or other modification made pursuant to one or more provisions of this contract which involves a price adjustment in excess of \$100,000 unless the price adjustment is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation and further provided that such change or other modification to this contract must result from a change or other modification to the USCAR prime contract.

(b) For purposes of verifying that cost or pricing data submitted in conjunction with a contract change or modification involving an amount in excess of \$100,000 are accurate, complete and current, the Contracting Officer or his authorized representative shall until the expiration of three years from the date of final payment under this contract--have the right to examine those books, records, documents, and other supporting data which will permit adequate evaluation of the cost or pricing data submitted along with the computations and projections used therein, which were available to the Contractor as of the date of execution of the Contractor's Certificate of Current Cost or Pricing Data.

(c) The Contractor agrees to insert the substance of this clause, including this paragraph (c), in all subcontracts hereunder in excess of \$100,000 so as to apply until three years after final payment of the subcontract.

GENERAL PROVISIONS (Continued)

23. SUBCONTRACTOR COST AND PRICING DATA-PRICE ADJUSTMENTS:

(a) Paragraphs (b) and (c) of this clause shall become operative only with respect to any change or other modification made pursuant to one or more provisions of this contract which involves a price adjustment in excess of \$100,000. The requirements of this clause shall be limited to such price adjustments.

(b) The Contractor shall require subcontractors hereunder to submit cost or pricing data under the following circumstances: (i) prior to award of any cost-reimbursement type, incentive, or price redeterminable subcontracts; (ii) prior to the award of any subcontract the price of which is expected to exceed \$100,000; (iii) prior to the pricing of any subcontract change or other modification for which the price adjustment is expected to exceed \$100,000; except in the case of (ii) or (iii) where the price is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the general public, or prices set by law or regulation.

(c) The Contractor shall require subcontractors to certify that to the best of their knowledge and belief the cost and pricing data submitted under (b) above is accurate, complete, and current as of the date of execution, which date shall be as close as possible to the date of agreement on the negotiated price of the contract modification.

(d) The Contractor shall insert the substance of this clause including this paragraph (d) in each subcontract which exceeds \$100,000.

24. RESTRICTION ON SALES BY CONTRACTOR:

Contractor agrees that it will not compete with USCAR for sales of any products furnished under this contract to USCAR for the supply of the non-military requirements of the Ryukyu Islands, including, but not limited to, bunkers for ships discharging or lifting cargo at ports on the Western side of Okinawa and commercial aircraft engaged in international flights.

25. CHOICE OF LAW:

The parties to this contract agree that it shall be interpreted and governed by the common law principles of contract generally recognized in the United States of America. Should any conflict arise as to the law stipulated by this section, the parties agree that the law of the District of Columbia shall govern this contract.

26. CONFLICT IN TRANSLATION:

In the event of a disagreement between the English text of this contract and any translation thereof, or an ambiguity in such translation, the English text shall govern.

GENERAL PROVISIONS (Continued)

27. SUB-CONTRACTING AND ASSIGNMENT:

Performance of this contract shall not be assigned and no contract shall be made with any other party for furnishing any of the supplies or services herein contracted for without the written approval of the Contracting Officer as to source. (Exception: Petroleum products procured and/or supplied by oil companies affiliated with the Contractor).

28. USCAR RESPONSIBILITY AND FUNDS:

Any claims or liabilities created by this contract are the exclusive responsibility of the USCAR Petroleum Distribution Fund or its assignee or successor. This contract shall not be construed to obligate the United States or any appropriated funds of the United States in any way.

29. ASSIGNMENT BY USCAR:

It is agreed that in the event the United States relinquishes its authority over the Ryukyu Islands during the term of this contract, USCAR may assign, in whole or in part, its rights and obligations under this contract. This provision in no way limits USCAR's right to terminate this contract under clause 30 of the General Provisions.

30. RELINQUISHMENT OF UNITED STATES AUTHORITY:

In the event the United States relinquishes its authority over the Ryukyu Islands during the term of this contract, USCAR may terminate the contract and will thereby be relieved of any further obligation to purchase the items supplied thereunder and from any claim for damages allegedly incurred thereby. Such termination will not be regarded as being of the type covered elsewhere in this contract. USCAR agrees that in the event the United States relinquishes its authority over the Ryukyu Islands, it shall use its best efforts to assign this contract pursuant to clause 29 of the General Provisions.

31. TERMINATION FOR THE CONVENIENCE OF USCAR:

(a) This contract may be terminated by USCAR in accordance with this clause in whole or from time to time in part, at any time when the Contracting Officer shall determine that such termination is in the best interest of USCAR and the economy of the Ryukyu Islands. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

GENERAL PROVISIONS (Continued)

31. TERMINATION FOR THE CONVENIENCE OF USCAR: (Continued)

(b) The term "effective date of termination" means the date upon which the notice of termination first requires the Contractor to stop performance, in whole or in part, under the contract. If, however, the termination notice is received subsequent to the date fixed for termination, then the effective date of termination means the date on which the notice is received.

(c) After receipt of a Notice of Termination, and except as otherwise directed by the Contracting Officer, the Contractor shall:

(1) stop deliveries under the contract on the date and to the extent specified in the Notice of Termination;

(2) continue such deliveries to USCAR as shall not have been terminated by the Notice of Termination; and

(3) take such action as may be necessary, or as the Contracting Officer may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which USCAR has or may acquire an interest.

(d) If this contract is terminated, in whole or in part, by USCAR pursuant to this clause, Contractor shall use its best efforts to sell at the best price reasonably attainable such terminated quantities of the products as were estimated to be the requirements of USCAR for a period of two years following the effective date of termination or with the end of the delivery period whichever period is shorter. If the contract is terminated prior to the beginning of the delivery period, such two year period shall be measured from the beginning of the delivery period. (See Annex A of Section II of the Schedule, Annex A of Section III of the Schedule, and Annex A of Section IV of the Schedule.)

(e) If this contract is terminated, in whole or in part, by USCAR pursuant to this clause, USCAR's liability to the Contractor shall be limited to payments due for products delivered prior to the effective date of termination, plus any amount by which the contract price, as stated in the applicable section of the Schedule, exceeds the price obtained by the Contractor for the quantities of the terminated products which he sells pursuant to paragraph (d) of this clause. In no event shall USCAR be liable for any costs related to the construction, operation, or maintenance of Contractor's petroleum refinery in the Ryukyu Islands.

GENERAL PROVISIONS (Continued)

31. TERMINATION FOR THE CONVENIENCE OF USCAR: (Continued)

(f) Contractor shall submit only one termination claim for payment pursuant to paragraph (e) relating to any termination, in whole or in part, of this contract. The preceding sentence shall not apply to claims for payments due for products delivered prior to the effective date of termination. Contractor's claim for payment shall be submitted not later than twenty-six months after the effective date of termination or, if the contract is terminated prior to the beginning of the delivery period, Contractor's claim shall be submitted not later than twenty-six months after the beginning of the delivery period. The Contracting Officer may, in his discretion, grant extensions of this time limit. Contractor shall furnish such documentation of his termination claim as shall be required by the Contracting Officer.

(g) After receipt of Contractor's termination claim or claims, the Contracting Officer and the Contractor may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of the contract pursuant to this clause. The contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(h) In the event of failure of the Contractor and the Contracting Officer to agree as provided in paragraph (h) upon the whole amount to be paid to the Contractor, the Contracting Officer shall pay to the Contractor the amounts determined by the Contracting Officer to be due the Contractor from USCAR.

(i) The Contractor shall have the right of appeal, under the clause of this contract entitled "Disputes", from any determination made by the Contracting Officer under paragraph (i).

(j) In arriving at the amount due the Contractor under this clause there shall be deducted (i) all unliquidated advance or other payments on account theretofore made to the Contractor in connection with this contract.

(k) If the termination hereunder be partial, prior to the settlement of the terminated portion of this contract, the Contractor may file with the Contracting Officer a request for an equitable adjustment of the price or prices specified in the contract relating to the continued portion of the contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices.

GENERAL PROVISIONS (Continued)

31. TERMINATION FOR THE CONVENIENCE OF USCAR: (Continued)

(1) Unless otherwise provided for in this contract, or by applicable statute, the Contractor, from the effective date of termination and for a period of three years after final settlement under this contract, shall preserve and make available to USCAR at all reasonable times at the office of the Contractor but without direct charge to USCAR, all his books, records, documents, and other evidence bearing on the costs and expenses of the Contractor under this contract and relating to the work terminated hereunder, or, to the extent approved by the Contracting Officer, photographs, micro-photographs, or other authentic reproduction thereof.

32. CONTRACTOR INSPECTION RESPONSIBILITIES:

(a) The Contractor shall provide and maintain, and be responsible that subcontractors provide and maintain, an inspection system acceptable to USCAR. Upon establishment of an acceptable inspection system, unless otherwise indicated by USCAR, the Contractor shall prepare, and be responsible that subcontractors prepare, for and with the assistance of the Quality Assurance Representative, who shall be designated by USCAR, a written description thereof, including the designation of key operational positions. Such description shall cover the following operations relating to the supplies to be furnished under this contract: (i) receiving, (ii) blending and compounding, (iii) sampling, (iv) testing, (v) calibration of testing and measuring equipment, (vi) storage and handling, (vii) packaging, packing and marking, (viii) loading and shipping and (ix) records and reports.

(b) The Contractor shall perform, or cause to be performed, in a laboratory acceptable to USCAR all inspection and acceptance tests set forth in the specifications of the supplies to be furnished under this contract to substantiate conformance of such supplies to requirements of the specification and of this contract; Provided, however, that in the event such tests are performed at origin on supplies to be accepted at destination the Contractor shall further provide, or cause to be provided, at the point and time of acceptance, such evidence of quality that will enable USCAR to verify original test results.

(c) The Contractor shall inspect, prior to loading all shipping conveyances and containers to determine that such conveyances and containers are suitable for loading. In the event of a dispute between the Contractor and the Quality Assurance Representative as to the suitability for loading of a USCAR furnished conveyance or container for supplies to be accepted at origin, the determination of the Quality Assurance Representative shall govern. USCAR furnished transportation equipment that is unsatisfactory for loading shall be promptly reported by the Contractor to USCAR.

GENERAL PROVISIONS (Continued)

32. CONTRACTOR INSPECTION RESPONSIBILITIES: (Continued)

(d) The Contractor, if required by the Quality Assurance Representative, shall take a representative sample, after loading or filling from each shipment made under this contract and verify quality requirements. Samples taken from each shipment shall be retained for a period of 6 months or such less period as may be authorized by the Quality Assurance Representative.

(e) The Contractor shall also furnish hereunder, from time to time, at the request of, in the manner and to the place designated by the Quality Assurance Representative, no more than five (10 in the case of jet fuels) 1-gallon samples of liquid product or five 1-pound samples of solid or semi-solid product from any individual batch or lot of the supplies to be furnished under this contract. Such samples shall be furnished without charge to the Government and shall be packed, marked and shipped by the Contractor, shipping expense prepaid, in containers and shipping boxes furnished by the Contractor.

(f) The Contractor shall keep all quality and quantity records, including DD Form 250-series documents or other forms designated by USCAR complete and available to USCAR during the performance of this contract and for 3 years after final payment under this contract.

(g) At the time of each delivery under this Contract, the Contractor shall prepare and furnish to USCAR a Material Inspection and Receiving Report (DD Form 250-series) or other forms designated by USCAR in the manner and to the extent required by USCAR.

(h) Except for delivery into tanker, barge, or pipeline, strainers and filter, located as near the loading or filling point as practicable, shall be used as outlined below:

(1) All aviation fuel shall be passed through strainers of 100 mesh or finer.

(2) Contractor shall furnish and periodically inspect strainers and filters required pursuant to this paragraph (h) to determine condition and perform maintenance as necessary, keeping a written record thereof.

(i) The Contractor, immediately following the award of this contract, shall notify the Quality Assurance Representative of the source or sources of the supplies to be furnished under this contract. The Contractor shall also furnish such notification with respect to any change in source. Such notification shall be sufficiently timely to permit necessary inspection by USCAR.

(j) The inspection system, including operations directly related thereto, that must be provided or performed pursuant to this clause shall be subject to surveillance by the Quality Assurance Representative.

(k) USCAR will notify the Contractor of the name and address of its Quality Assurance Representative.

GENERAL PROVISIONS (Continued)

33. SUPPLEMENTAL INSPECTION:

(a) On items calling for f.o.b. origin delivery, inspection and acceptance will be performed at the point of delivery.

(b) On items calling for f.o.b. destination delivery, preliminary inspection for quality will be performed at the product source, with final inspection and acceptance at destination.

(c) Whenever the item calls for delivery into or by tanker, either f.o.b. origin or f.o.b. destination, the Contractor shall keep the Inspector informed of the loading date and source of supply and any changes thereto as far in advance of the loading date as is possible to permit necessary inspection by USCAR.

34. PAYMENTS AND SUBMISSION OF INVOICES:

(a) On supplies delivered f.o.b. origin, but not on supplies delivered f.o.b. destination, the Contractor shall support each invoice with two copies, one of which must be signed by the Quality Assurance Representative (duplicated signatures are acceptable), of the applicable inspection report form prepared by the Contractor pursuant to paragraph (g) of the clause entitled "Contractor Inspection Responsibilities".

(b) Invoices shall be prepared and submitted in quadruplicate and shall contain the contract number, order number, name of tanker and cargo number, item number, contract description of supplies, sizes, quantities, unit prices and extended totals. Such invoices shall be made out and forwarded in accordance with instructions of USCAR.

(c) Payment of invoices will be made in United States currency. When the Contract prices or reference prices are expressed in pounds sterling, the rate of exchange for the conversion of sterling into U. S. dollars for payment purposes shall be \$2.40 per one (1) pound sterling, as long as the limits of the dollar/sterling exchange rate remain \$2.38 - \$2.42 per one (1) pound sterling. In the event the limits of the dollar/sterling exchange rate should change, the rate of exchange for conversion would be the mean of the established new limits as of the date of delivery and will be expressed in a modification to this contract.

35. INTEREST:

Notwithstanding any other provision of this contract, unless paid within 30 days all amounts that become payable by the Contractor to USCAR under this contract shall bear interest at the rate of six percent per annum from the date due until paid. Amounts shall be due upon the earliest one of (i) the date fixed pursuant to this contract; (ii) the date of the first written demand for payment, consistent with this contract including demand consequent upon default termination; (iii) the date of transmittal by USCAR to the Contractor of a proposed supplemental agreement to confirm completed negotiations fixing the amount; or (iv) if this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or in connection with a negotiated pricing agreement not confirmed by contract supplement.

GENERAL PROVISIONS (Continued)

36. REPORTS:

The Contractor shall, upon request of USCAR, report as to the quantities of each grade of supplies shipped by items under this contract as of the date set forth in the request.

37. NOTICE TO USCAR OF LABOR DISPUTES:

(a) Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to the Contracting Officer.

(b) The Contractor agrees to insert the substances of this clause, including this paragraph (b), in any subcontract hereunder as to which a labor dispute may delay the timely performance of this contract; except that each such subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify his next higher tier subcontractor, or the prime contractor, as the case may be, of all relevant information with respect to such dispute.

38. SHIPMENT AND ROUTING:

(a) The Contractor shall make shipments of the supplies ordered hereunder by the method specified in the Schedule, to the delivery point, in the quantity, and according to the delivery date specified in the order or in the Schedule.

(b) On items calling for delivery at Contractor's refinery, terminal or bulk plant on an f.o.b. origin basis, transportation equipment will be furnished by USCAR. Whenever any item of the Schedule specifies delivery by more than one method, selection of the method to be used shall be at USCAR'S option. USCAR furnished transportation equipment which Contractor finds unsatisfactory for loading shall be reported to USCAR.

(c) The Contractor shall be responsible for scheduling of commercial tank trucks to its plant in accordance with instructions of USCAR. The Contractor shall reimburse USCAR for any demurrage incurred as a result of improper scheduling.

(d) The Contractor shall furnish serially numbered seals and effectively seal all transport trucks and trucks and trailer, whether delivery is made on an f.o.b. origin or on an f.o.b. destination basis. The marking on the seal shall be indicated on all shipping documents.

GENERAL PROVISIONS (Continued)

39. TANKER LOADING CONDITIONS:

On items calling for delivery f.o.b. tanker at origin:

(a) Unless otherwise specified in the Schedule, orders placed under items of the Schedule calling for delivery f.o.b. tanker at Contractor's refinery, terminal or bulk plant will be furnished the Contractor at least 10 days in advance of the date on which delivery is to be made, which date is hereinafter referred to in this clause as the "scheduled delivery date." Each order will specify the quantity to be delivered, the scheduled delivery date, the cargo number and, if then available, the name and size of the tanker to be loaded. The scheduled delivery date may be revised by USCAR at any time, and, unless the Contractor registers objections with USCAR within 48 hours of receipt of such revised scheduled delivery date, such revised date shall become the scheduled delivery date.

(b) USCAR or the Quality Assurance Representative will notify the Contractor, or cause it to be notified, of the name, size and expected hour of arrival of each tanker at least 72 hours before the time of arrival.

(c) Within 6 hours after receipt of notice by the Contractor from the captain or master of a tanker of readiness to load, the Contractor shall provide, free of cost to USCAR, a reachable berth at the loading port for the loading of the supplies ordered where at least tankers with a maximum draft of 35 feet can be safely moored and afloat at all time. Provided, however, that if the Contractor does not receive notice of a tanker's readiness to load within 24 hours before or after noon of the latest approved scheduled delivery date, the Contractor will be allowed 24 hours after receipt of notice within which to provide a berth.

(d) The Contractor shall be allowed and shall complete loading within laytime determined as follows:

(i) One half of the allowable laytime as provided in the International tanker nominal freight scale (or American tanker rate schedule with respect to U.S. flag tankers).

(ii) Where partial tanker cargoes are to be loaded, the allowable laytime as specified in (i) above, will be prorated with the quantity loaded at each loading port: Provided, however, that if the condition or facilities of the tanker to be loaded do not permit loading within such period of time, such allowed laytime shall be increased by a number of hours sufficient to permit the loading of the tanker: Provided, further, that when the tanker is delayed in reaching its berth within 6 hours or 24 hours, as the case may be, from the time notice of readiness to load is given, and the delay is caused by the fault of the tanker, such allowed laytime shall be increased by the duration of such delay: Provided, further, that if regulations of the owner or operator of the tanker or Port Authorities prohibit loading at any time, time so lost shall be added to the amount of such allowed laytime: and Provided, further, that if for any reason the

GENERAL PROVISIONS (Continued)

39. TANKER LOADING CONDITIONS: (Continued)

(ii) (Continued)

Contractor is delayed in loading the tanker, or there is a delay in releasing the tanker for sailing, because of action of the Quality Assurance Representative that arises through no fault of the Contractor, such allowed laytime shall be increased by the duration of such delay. Laytime shall commence either (i) at the expiration of the notice period prescribed by paragraph (c) above (the 6 hours' or the 24 hours' notice period, as the case may be), berth or no berth or (ii) immediately upon the tanker's arrival in berth (i.e., all fast), with or without notice of readiness, whichever first occurs. Laytime shall continue 24 hours per day, 7 days per week without interruption from its commencement until loading of the tanker is completed and the tanker has been released for sailing by the Inspector.

(e) For all hours of laytime which elapse in excess of the allowed laytime for loading provided for by paragraph (d) above, demurrage shall be paid by the Contractor as follows:

(i) Voyage Chartered Tanker: At the demurrage rate in the charter, except that the demurrage payable by the Contractor shall in no event exceed the actual demurrage expense incurred by USCAR under the charter;

(ii) USS, USNS or Time Chartered Tanker: At the per diem rate appropriate for the tanker loading computed to the nearest whole hour, as published by the Military Sea Transportation Service and in effect on the date loading of the tanker is completed.

The rates as provided for in (i) and (ii) above shall be reduced by one half if demurrage is incurred due to causes, such as those specified in the clause entitled Default, General Provisions, beyond the control and without the fault or negligence of the contractor.

(f) Hoses for loading a tanker shall be furnished, connected and disconnected by the Contractor.

(g) Title to the supplies delivered, and risk of loss thereof, shall pass from the Contractor to USCAR when the supplies pass the tanker's permanent hose connections.

(h) The temperature of any fuel oil loaded shall be at least 10° F below the flash point of the oil and in no case higher than 150° F if the cargo tanks are uncoated, or 135° F if coated; Provided, however, that in no event shall the difference between the temperature of the oil entering the tanker manifold and the recorded temperature of sea water at the tanker's condenser intake exceed 70° F.

GENERAL PROVISIONS (Continued)

40. TANKER UNLOADING CONDITIONS:

On items calling for delivery f.o.b. destination by means of tanker:

(a) The supplies ordered hereunder shall be delivered, all transportation charges paid, to the destination specified in the Schedule. Unless otherwise specified in the Schedule, orders placed under items of the Schedule calling for delivery f.o.b. destination by means of tanker will be furnished the Contractor at least 20 days in advance of the date on which delivery is to be made, which date is hereinafter referred to in this clause as "the scheduled delivery date". Each order will specify the quantity to be delivered and the scheduled delivery date. The schedule delivery date may be changed by the Contractor at any time if USCAR approves.

(b) The Contractor will notify the receiving activity, or cause it to be notified of the name, size of and expected hour of arrival of each tanker at least 72 hours before the time of arrival.

(c) Within 6 hours after receipt of notice by the receiving activity from the Captain or Master of a tanker of readiness to unload, USCAR will provide, free of cost, a reachable berth at the unloading port for the unloading of the supplies ordered. Provided, however, that if the receiving activity does not receive notice of a tanker's readiness to unload 24 hours before or after noon of the latest approved scheduled delivery date USCAR will be allowed 24 hours after receipt of notice within which to provide a berth.

(d) USCAR shall be allowed, and will complete unloading within, laytime determined as follows: 1 hour for each 3,000 barrels of supplies to be unloaded, plus 3 hours: Provided, however, that if the condition or facilities of the tanker to be unloaded do not permit unloading within the number of hours so determined, such allowed laytime shall be increased by a number of hours sufficient to permit the unloading of the tanker; Provided, further, that when the tanker is delayed in reaching its berth within 6 hours or 24 hours, as the case may be, from the time notice of readiness to unload is given, and the delay is caused by the fault of the tanker, such allowed laytime shall be increased by the duration of such delay, and Provided, further, that if regulations of the owner or operator of the tanker or Port Authorities prohibit unloading at any time, time so lost shall be added to the amount of such laytime. Laytime shall commence either (i) at the expiration of the notice period prescribed by paragraph (c) above (the 6 hours' or the 24 hours' notice period, as the case may be) berth or no berth, or (ii) immediately upon the tanker's arrival in berth (i.e. all fast), with or without notice of readiness whichever first occurs. Laytime shall continue 24 hours per day 7 days per week without interruption from its commencement until unloading of the tanker is completed and the hoses have been disconnected.

GENERAL PROVISIONS (Continued)

40. TANKER UNLOADING CONDITIONS: (Continued)

(e) For all hours of laytime which elapse in excess of the allowed laytime for unloading provided for by paragraph (d) above, demurrage will be paid by USCAR at the demurrage rate in the charter if a chartered tanker; or, if not a chartered tanker, at the charter rate applicable to tankers of the type unloaded under market conditions prevailing on the date the tanker is unloaded, except (i) that such rates shall be reduced by $\frac{1}{2}$ if demurrage is incurred due to causes beyond the control and without the fault or negligence of USCAR such as those specified in the clause entitled "Default," of the General Provisions; and (ii) that, if a chartered tanker, the demurrage payable by USCAR shall in no extent exceed the actual demurrage expense incurred by the Contractor under the charter. For purposes of computing demurrage payable by USCAR where a chartered tanker is utilized, $\frac{1}{2}$ of the total laytime allowed for loading and discharging under the charter shall be allocated to the unloading operation, except when less than a full cargo is unloaded where such allocation shall be determined on a pro rata basis.

(f) Hoses for unloading a tanker will be furnished, connected and disconnected by USCAR.

(g) Title to the supplies delivered, and risk of loss thereof, shall pass from the Contractor to USCAR when the supplies pass the tanker's permanent hose connections.

(h) While unloading, the tanker shall be governed by all applicable regulations in force at unloading port, including those relating to fires on board ships.

41. BUNKERS FOR TANKERS LOADING CARGOES:

(a) If this contract provides for delivery of Fuel Oil No. 5 into tankers as cargo:

(i) Contractor agrees, upon request of USCAR to deliver Fuel Oil No. 5 into bunkers of any vessel loading Fuel Oil No. 5 cargo under this contract at the price applicable hereunder to such cargo; or, at the option of USCAR;

(ii) Contractor agrees, upon request of USCAR to deliver commercial grade bunker fuel into such bunkers (i) at the price applicable hereunder to Fuel Oil No. 5 cargo or

(ii) at a price not in excess of Contractor's posted or established price for such type of delivery, whichever is lower.

GENERAL PROVISIONS (Continued)

41. BUNKERS FOR TANKERS LOADING CARGOES:

(b) If this contract provides for delivery of No. 6 Fuel Oil into tankers as cargo:

Contractor agrees, upon request of USCAR to deliver No. 6 Fuel Oil into bunkers of any vessel loading No. 6 Fuel Oil cargo under this contract at the price applicable hereunder to such cargo.

(c) If this contract provides for delivery of product, other than Fuel Oil No. 5 or No. 6 Fuel Oil, into tankers as cargo:

Contractor agrees, upon request of the Ordering Officer, to deliver commercial grade bunker fuel into bunkers of any vessel loading such cargo under this contract at a price not in excess of the price applicable hereunder to Fuel Oil No. 5 cargoes.

(d) Notwithstanding the clause entitled "Payment and Submission of Invoices", General Provisions, invoices for any product delivered as bunkers hereunder shall be separately prepared in quadruplicate and processed pursuant to instructions of USCAR.

42. BARGE LOADING CONDITIONS:

On items calling for delivery f.o.b. barge at origin:

(a) Unless otherwise specified in the Schedule, orders placed under items of the Schedule calling for delivery at Contractor's refinery, terminal or bulk plant f.o.b. barge will be furnished to the Contractor at least 48 hours in advance of the date on which delivery is to be made, which date is hereinafter referred to in this clause as the "scheduled delivery date." Each order will specify the quantity to be delivered and the scheduled delivery date. The scheduled delivery date may be changed by USCAR at any time if the Contractor approves.

(b) Within 3 hours after receipt of notice by the Contractor from the Master or Mate of a tug or of a self-propelled barge of readiness to load, the Contractor shall provide, free of cost to USCAR a reachable safe berth for the tug and tow or self-propelled barge to be afloat at all times at the loading port. Provided, however, that if the Contractor does not receive notice of a barge's readiness to load within 24 hours before or after noon of the latest approved scheduled delivery date the Contractor will be allowed 12 hours after receipt of notice within which to provide a berth.

GENERAL PROVISIONS (Continued)

42. BARGE LOADING CONDITIONS: (Continued)

(c) Unless otherwise provided in the Schedule, the Contractor shall be allowed, and shall complete loading within, laytime determined as follows: 1 hour for each 2,000 bbls. of supplies to be loaded, plus 1 1/2 hours: Provided, however, that if the condition or facilities of the barge to be loaded do not permit loading within the number of hours so determined, such allowed laytime shall be increased by a number of hours sufficient to permit the loading of the barge; provided, further, that when the barge is delayed in reaching its berth within 3 hours or 12 hours, as the case may be, from the time notice of readiness to load is given, and the delay is caused by the fault of the barge, such allowed laytime shall be increased by the duration of such delay; provided, further, that if regulations of the owner or operator of the barge or Port Authorities prohibit loading at any time, time so lost shall be added to the amount of such allowed laytime; and provided, further, that if for any reason the Contractor is delayed in loading the barge, or there is a delay in releasing the barge for sailing, because of action of the Quality Assurance Representative that arises through no fault of the Contractor, such allowed laytime shall be increased by the duration of such delay. Laytime shall commence either (i) at the expiration of the notice period prescribed by paragraph (b) above (the 3 hours' or the 12 hours' notice, as the case may be), berth or no berth, or (ii) immediately upon the barge's arrival in berth (i.e., all fast), with or without notice of readiness, whichever first occurs. Laytime shall continue 24 hours per day 7 days per week without interruption from its commencement until loading of the barge is completed and the barge has been released for sailing by the Quality Assurance Representative.

(d) For all hours of laytime which elapse in excess of the allowed laytime for loading provided for by paragraph (c) above, demurrage shall be paid by the Contractor at the demurrage rate in the charter for the barge loaded, except (i) that such rate shall be reduced by 1/2 if demurrage is incurred due to causes, such as those specified in paragraph (c) of the clause entitled Default, General Provisions, beyond the control and without the fault or negligence of the Contractor; and (ii) that the demurrage payable by the Contractor shall in no event exceed the actual demurrage expense incurred by USCAR under the charter. For purposes of computing demurrage payable by the Contractor, if the laytime allowed in the charter is a combined total for both loading and discharging, 1/2 thereof shall be allocated to the loading operation, except when less than a full cargo is loaded where such allocation shall be determined on a pro rata basis.

(c) Hoses for loading a barge shall be furnished, connected and disconnected by the Contractor.

(f) Title to the supplies delivered, and risk of loss thereof, shall pass from the Contractor to USCAR when the supplies pass the permanent hose connections of the barge receiving the supplies.

GENERAL PROVISIONS (Continued)

42. BARGE LOADING CONDITIONS: (Continued)

(g) Notwithstanding any provision in this clause to the contrary, delivery of supplies f.o.b. barge at Contractor's refinery, terminal or bulk plant, which are ordered for ships bunkers, shall be made at the specific time specified in the order, provided that such order shall have been received by the Contractor at least 24 hours prior to the specific time such delivery is required to be made.

(h) The term "barge" as used herein shall include tankers of up to 5000 tons.

43. BARGE UNLOADING CONDITIONS:

On items calling for delivery f.o.b. destination by means of barge:

(a) The supplies ordered hereunder shall be delivered, all transportation charges paid, to the destination specified in the Schedule. Unless otherwise specified in the Schedule, orders placed under items of the Schedule calling for delivery f.o.b. destination by means of barge will be furnished the Contractor at least 24 hours, plus the normal barge running time from the point of loading to the destination, in advance of the date on which delivery is to be made, which date is hereinafter referred to in this clause as the "scheduled delivery date". Each order will specify the quantity to be delivered and the scheduled delivery date. The scheduled delivery date may be changed by the Contractor at any time if USCAR approves.

(b) Within 3 hours after receipt of notice by the receiving activity from the Master or Mate of a tug or of a self-propelled barge of readiness to unload, USCAR will provide, free of cost, a reachable safe berth for the tug and tow or self-propelled barge to be afloat at all times at the unloading port: Provided, however, that if the receiving activity does not receive notice of a barge's readiness to unload within 24 hours before or after noon of the latest approved scheduled delivery date USCAR will be allowed 12 hours after receipt of notice within which to provide a berth.

(c) Unless otherwise provided in the Schedule, USCAR shall be allowed, and will complete unloading within, laytime determined as follows: 1 hour for each 2,000 barrels of supplies to be unloaded, plus 1 1/2 hours: Provided, however, that if the condition or facilities of the barge to be unloaded do not permit unloading within the number of hours so determined, such allowed laytime shall be increased by a number of hours sufficient to permit the unloading of the barge; provided, further, than when the barge is delayed in reaching its berth within 3 hours or 12 hours, as the case may be, from the time notice of readiness to unload is given, and the delay is caused by the fault of the barge, such allowed laytime shall be increased by the duration of such delay; and provided, further, that if regulations of the owner or operator of the barge or Port Authorities prohibit unloading at any time, time so lost shall be added to the amount of such allowed laytime.

GENERAL PROVISIONS (Continued)

43. BARGE UNLOADING CONDITIONS: (Continued)

(c) Laytime shall commence either (i) at the expiration of the notice period prescribed by paragraph (b) above (the 3 hours' or the 12 hours' notice, as the case may be), berth or no berth, or (ii) immediately upon the barges arrival in berth (i.e., all fast), with or without notice of readiness, which ever first occurs. Laytime shall continue 24 hours per day, 7 days per week, without interruption from its commencement, until unloading of the barge is completed and the hoses have been disconnected.

(d) For all hours of laytime which elapse in excess of the allowed laytime for unloading provided for by paragraph (c) above, or as otherwise provided for in the Schedule demurrage will be paid by USCAR at the demurrage rate in the charter for the barge unloading, except (i) that such rate shall be reduced by 1/2 if demurrage is incurred due to causes, such as those specified in paragraph (c) of the clause entitled Default, General Provisions, beyond the control and without the fault and negligence of USCAR and (ii) that the demurrage payable by USCAR shall in no event exceed the actual demurrage expense incurred by the Contractor under the charter. For purposes of computing demurrage payable by USCAR, if the laytime allowed in the charter is a combined total for both loading and discharging, 1/2 thereof shall be allocated to the unloading operation, except when less than a full cargo is unloaded where such allocation shall be determined on a pro rata basis.

(e) Hoses for unloading a barge will be furnished, connected and disconnected by USCAR.

(f) Title to the supplies delivered, and risk of loss thereof, shall pass from the Contractor to USCAR when the supplies pass the permanent hose connections of the barge unloading the supplies.

(g) Notwithstanding any provision in this clause to the contrary, delivery of supplies by means of barge into vessels or dredges, which are ordered for ships' bunkers, shall be made at the specific time specified in the order, provided that such order shall have been received by the Contractor at least 24 hours prior to the specific time such delivery is required to be made.

(h) The term "barge" as used herein shall include tankers of up to 5000 tons.

GENERAL PROVISIONS (Continued)

44. DELIVERY CONDITIONS FOR TANK, TRUCKS AND PIPELINE:

(a) On items calling for delivery at Contractor's refinery, terminal or bulk plant f.o.b. tank truck or pipeline:

(1) Supplies ordered hereunder shall be delivered, at Contractor's expense, into the equipment specified in the Schedule.

(2) Delivery shall be made on the day specified in the order, provided that such order shall have been received by the Contractor at least 48 hours, unless otherwise specified in the Schedule, prior to the day so specified.

(3) Title to the supplies delivered, and risk of loss thereof, shall pass from the Contractor to USCAR when the supplies pass into the receiving conveyance.

45. DETERMINATION OF QUANTITY:

(a) The quantity of supplies furnished under this contract shall be determined as follows:

(1) on items calling for delivery at Contractor's refinery, terminal or bulk plant on an f.o.b. origin basis:

(i) INTO TANKER OR BARGE: On the basis of shore tank measurements, jointly determined by the Contractor and the Quality Assurance Representative.

(ii) INTO TANK TRUCK: On the basis of certified capacity tables of the conveyance loaded; or, at Contractor's option, by meter, or by weight.

(iii) INTO PIPELINE: On the basis of shipping tank measurements, jointly determined by the Contractor and the Quality Assurance Representative; or, at Contractor's option, by meter.

(2) On items calling for delivery on an f.o.b. destination basis:

(i) BY TANKER OR BARGE: On the basis of receiving shore tank measurements, applying the temperature and gravity of the product in the shore tank after completion of unloading. Contractor shall have the right to have a representative present to witness the delivery and measurement of quantity.

GENERAL PROVISIONS (Continued)

(ii) BY PIPELINE: On the basis of receiving tank measurements, applying the temperature and gravity of the product in the receiving tank upon completion of delivery; or, at USCAR option, by meter: Contractor shall have the right to have a representative present to witness the delivery and measurement of quantity.

(3) On items calling for delivery f.o.b. junction of Contractor-owned or controlled pipeline and U. S. Military owned or controlled pipeline: On the basis of shipping tank measurements, jointly determined by Contractor and Quality Assurance Representative; or, at USCAR option, by meter provided the facilities are so equipped. Pipeline between shipping tank and f.o.b. point shall be full of product at time of all gaugings.

(4) On items calling for delivery f.o.b. vessels by pipeline or ex Contractor's marine service station where product is for vessel's use as distinguished from vessel's cargo: On the basis of shore tank measurements, or by meter if Contractor's facilities are so equipped.

(5) On items calling for delivery f.o.b. vessels by barge; On the basis of barge measurements or, at Contractor's option, by meter.

(b) All storage tank measurements made pursuant to paragraph (a) above shall be obtained in accordance with procedures prescribed by the ASTM Manual on Measurements and Sampling of Petroleum and Petroleum Products, as last revised except that, as provided in paragraph (c) below, Table 7 of the ASTM-IP Petroleum Measurement Tables shall be used for temperature correction. All meters used in determining quantity shall be calibrated in accordance with the provisions of said Manual.

(c) All deliveries of Petroleum products shall be corrected to a standard temperature of 60° in accordance with Table 7 of the ASTM-IP Petroleum Measurement Tables (American Edition) ASTM Designation D-1250, dated 1952. For other than petroleum products, volume correction shall be made in accordance with the provisions of the product specification.

(d) Depending upon the unit shown in the Schedule, the unit of quantity, as used in this Contract shall be (i) the barrel of 42 U. S. gallons, (ii) the U. S. gallon of 231 cubic inches, (iii) the long ton of 2,240 pounds, or (iv) the pound of 16 ounces (v) the metric ton of 2,204.6 pounds, or (vi) the imperial gallon 277.42 cubic inches.

(e) Unless specified otherwise in the Schedule, a reference to Gallon(s) shall be U. S. Gallon(s).

END GENERAL PROVISIONS

(回覧番号) 549号 外務省電信案 (分類)

特秘・極秘・秘・平文・簡易符号 (朱印)	暗略 <input checked="" type="radio"/> 平 <input type="radio"/>	総第 43154 号
	第 22 号	昭和 43 年 9 月 18 日 時 分 秒
	大至急・ <input checked="" type="radio"/> 至急・普通・LTF	発電係 <input checked="" type="checkbox"/>

大 一 臣 政務次官 事務次官 外務審議官 官一房一長	主管局(部)長 参事官 課長 課長補佐	主管局課名 米北 起案 昭和 43 年 9 月 18 日 起案者 左藤 電話番号 485
---	------------------------------	---

協議先
アソ課長 経済調査室

在 那 籍 岸、日本政府事務次官 ~~臨時代理~~ 推名 大臣 發
臨時代理 (代理)

電 在 大 使
報 報 總 領 事 處 臨時代理

件名
沖縄民需用石油製品長期購入契約。
貴電第159号に關し。
日本政府の意向として、至急、民政府に對し、
次の通り伝達した。"
1. 4社の投資許可の際にも、また、その後、
あつても、かかる長期契約の実施案については

南 方 政 策
18 140
写 済

(※印欄内は電信課記入)
二一
十
日
一
三
三
〇
十
八
日
電
報
連
絡
す
み
(昭和四〇・四一改正)

2

は、当方、何等連絡及び説明を怠つて
ない。

2. 一体化施策等沖縄復帰に關する
諸問題の円滑な解決を促す努力が
進めらるゝある程度階において、将来、
沖縄施政権の返還後のわが國の
石油政策に影響を及ぼすことあり
べき長期契約の提示を企てること
については、理解し難いところある。

3. 沖縄復帰の際には、日本政府の石
油政策の当然適用されるものがある
ことを表明する。

(回覧番号 5489, 外務省電信案 (分類))

機密表示 (極秘・秘の朱印)	符号表示 暗 (略) 平	※ 総第 43300 号
※ 第 1786 号	※ 昭和 43 年 9 月 18 日 15 時	※ 発電係
大至急・至急・普通・LTF		

大臣 政務次官 事務次官 外務審議官 (257) (258) 外務審議官 官房長	主管 アメリカ局長 参事官 北米課長	主管局部課 (室) 名 米北 起案 昭和 43 年 9 月 18 日 起案者 吉川 電話番号 445
---	-----------------------------	---

協議先
印 渡 米 調 査 官 長

在米下田 (大使) 臨時代理大使
総領事 代理 推名 大臣 發
電報 在 大使 臨時代理大使 代理 総領事 代理 發

件名
沖繩民需用石油製品長期購入契約
任常米北米1769号及41
在那霸 沖繩事務所長發本大臣電報
分 159号に用い、
1. 通産省、総理府、協議の結果、18日 沖繩
事務所長に対し、次のとおり答復した。
日本政府、意向を12、至急 米政府に対し

済

18 128

(※印刷内は電信課記入)

(昭和四二七一改正)

GB-1

2

次、通り伝達 (付送訓令付)。
 (1) 米北の投資許可の際にも、米北の復
 には、米北の長期契約の実施等
 ついては、米北は何等連絡及び説明を
 受けていない。
 (2) 一体化施策等沖繩復帰に用いた
 諸問題の円滑な解決に米北の努力が
 進められつつある現段階に於いて、將
 来沖繩施政の迅速化の米北の石油
 政策の影響を及ぼすことあり得る
 長期契約の提示に米北の同意を、
 理解し難いことである。
 (3) 沖繩復帰の際には、日本政府の石
 油政策が当然適用されること
 ことを表明す。

GB-3

外務省

2. ①. その後、在京米大使信工クソン参事官より
北米課長に対し、米側としては、日本側
が強く望むならば、本件入札公表を
9月23日午後7時20分、^{日報}「~~日経~~朝日」にて
在米米側が数日前公表予定
か、関係省と協議の上、^{日本側}と
~~して~~ ^{米側}の10年契約期間内
向て
あつたことにつき話(合)に際し
用意
す。陪(中)の米側の~~態度~~
を見せ
あつた。知照^{日本側と}しつて
説明(中)である。上記1.の立場以上
二時
に米側の中に入ることであると判断
し、米側には、~~旨~~回答した。
3. ②. 万が一、本件入札公表後、報道関係
等より質問ありた場合は、関係者
の事情に依り、米側を必要に判断

せしむるに配慮しつ。上記1.の31-7
適宜説明ありこととす。2.11.3.7.
右、お含みありたい。

(回覧番号) 外務省電信案 (分類)

機密表示 (極秘・秘の朱印) 秘	符号表示 暗	※ 総第 43303 号
※ 第 1787 号	※ 昭和 43 年 9 月 18 日 19 時 37 分発	※ 発電係 田
大至急・至急・普通・LTF		

大臣 政務次官 事務次官 外務審議官 外務審議官 参事官 参事官	主管 アメリカ局長 参事官 北米課長	主管局部課(室)名 米北 起案 昭和43年9月18日 起案者 吉川 電話番号 672
--	-----------------------------	--

協議先

在 米下田 大使 臨時代理大使
総領事 代理 あて 権希 大臣 発

電 在 大使 臨時代理大使 あて
報 総領事 代理

件名
沖繩民需用石油製品長期購入契約

花那霸岸沖繩事務所長発本大臣あて
来電才159号(総番号37203)転
電。

18 143

写
済

(※印欄内は電信課記入)

(昭和四三七一改正)

GB-1

写 秘 無期限

米北第 41 号
昭和43年9月19日

日本政府沖繩事務所長殿

外務大臣

電信転報 (沖繩内需用石油製品 次期購入計画)

本件に関する下記電信(1)通を転報する。

記
43年9月16日日本大臣 在 米 下田大使 あて 往電 第1769号

付属添付

本信「沖繩事務所」ファイル

GA-4

外務省

アメリカ局長
参事官
北米課長

印紙

総沖(外)第46号

昭和43年9月20日

外務大臣 殿

日本政府沖繩事務所長

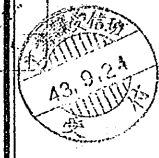
外資民立法について

往電第163号に関し、米側の本件民立法化に対する回答文
書写を別添送付する。

別紙添付

本信写送付先：総務長官

要処理
南
渉
漁
航
科学協力
連絡調整
調
方
方



日 本 政 府

DEPARTMENT OF THE ARMY
U.S. CIVIL ADMINISTRATION OF THE RYUKYU ISLANDS
APO SAN FRANCISCO 96248



HCRI LE

7 May 1968

SUBJECT; LSC-USCAR MEMORANDUM NO.33

Chief, Liaison Division
Government of the Ryukyu Islands

1. Reference is made to GRI-LSC Memo No. 87, dated 1 May 1968, submitting for review a proposed bill concerning Foreign Investment.
2. The proposed bill is premature. The recently established Joint Council for the Promotion of Foreign Investment is now making studies on the subject of foreign investment. A bill on the subject should await the completion of studies and review by the Joint Council.
3. The proposed bill is objectionable in that it is inadequate and will not result in the promotion of foreign investment. Some of the objectionable features are:
 - a. There are no exemptions from licensing requirements, such as now appear in paragraph 2 of HICOM Ordinance No. 11. Many business activities now exempt from licensing would become subject to discretionary licensing authority.
 - b. Foreign licensees would be subjected to spot inspections by the GRI. Similar inspections do not apply to Ryukyuan businesses. This form of discrimination is improper.
 - c. The penal provisions are too prominent and may tend to discourage applicants.
 - d. There is no provision for review of licensing actions and rescissions by the Civil Administrator.
 - e. The Ryukyus constitute a developing area, in which foreign investment laws and principles applied in Japan are not the most desirable.

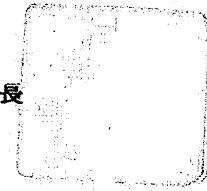
JOHN A. LIGHTMALL
Colonel, JACC
USCAR Chairman, Legislation
Screening Committee

アメリカ局長
参事官
北米課長

総沖(外)第48号
昭和43年9月20日

外務大臣 殿

日本政府沖縄事務所長



沖縄の民需用石油製品長期購入契約問題について

往電第165号に関し、本件に関する本官発「カ」民政官あて
書簡写を別添送付する。

本信写送付先 総理府総務長官

要処理
参事官
科長
連絡
調
カ
局



日 本 政 府

COPY

THE JAPANESE GOVERNMENT OKINAWA OFFICE

JG00 No. 41

September 19th, 1968

Mr. Stanley S. Carpenter
Civil Administrator
Ryukyu Islands

Dear Mr. Carpenter,

I have the honour to inform you as follows, under instructions from my Government, in connection with the alleged long-term contract of the purchase of petroleum products.

1. The Government of Japan has not been informed nor explained about the implementation of such a long-term, that is 10 years, contract when the permission on the foreign investment had been granted to those four companies and after on. ✓
2. It is difficult to understand that this long-term contract, which may affect the Japanese Government's future policy on petroleum after the reversion of Okinawa to Japan proper, be presented at the time when efforts are being exerted to get the smooth solution of various problems related to the Okinawan reversion.
3. As a matter of course, the Government of Japan takes the liberty of making it clear that the petroleum policy of the Government of Japan will be applied on Okinawa when and after the latter is reverted to the former.

Sincerely,

Sakae Kishi
Chief of the Japanese Government
Okinawa Office

Handwritten vertical text on the right margin, possibly a date or reference number.

THE JAPANESE GOVERNMENT OKINAWA OFFICE

JGOO No. 41

September 19th, 1968

Mr. Stanley S. Carpenter
Civil Administrator
Ryukyu Islands

Dear Mr. Carpenter,

I have the honour to inform you as follows, under instructions from my Government, in connection with the alleged long-term contract of the purchase of petroleum products.

1. The Government of Japan has not been informed nor explained about the implementation of such a long-term, that is 10 years, contract when the permission on the foreign investment had been granted to those four companies and after on.
2. It is difficult to understand that this long-term contract, which may affect the Japanese Government's future policy on petroleum after the reversion of Okinawa to Japan proper, be presented at the time when efforts are being exerted to get the smooth solution of various problems related to the Okinawan reversion.
3. As a matter of course, the Government of Japan takes the liberty of making it clear that the petroleum policy of the Government of Japan will be applied on Okinawa when and after the latter is reverted to the former.

Sincerely,

Sakae Kishi
Chief of the Japanese Government
Okinawa Office

THE JAPANESE GOVERNMENT OKINAWA OFFICE

JGOO No. 41

September 19th, 1968

Mr. Stanley S. Carpenter
Civil Administrator
Ryukyu Islands

Dear Mr. Carpenter,

I have the honour to inform you as follows, under instructions from my Government, in connection with the alleged long-term contract of the purchase of petroleum products.

1. The Government of Japan has not been informed nor explained about the implementation of such a long-term, that is 10 years, contract when the permission on the foreign investment had been granted to those four companies and after on.
2. It is difficult to understand that this long-term contract, which may affect the Japanese Government's future policy on petroleum after the reversion of Okinawa to Japan proper, be presented at the time when efforts are being exerted to get the smooth solution of various problems related to the Okinawan reversion.
3. As a matter of course, the Government of Japan takes the liberty of making it clear that the petroleum policy of the Government of Japan will be applied on Okinawa when and after the latter is reverted to the former.

Sincerely,

Sakae Kishi
Chief of the Japanese Government
Okinawa Office

米北才 165号

昭和43年10月 3日

在米大使殿

外務大臣

沖縄民需用石油製品長期
購入契約

日本政府沖縄事務所より、往電才1786
号をもって通報済の沖縄民需用石油製品
長期購入契約に関する米民政府に對
する申し入れ振りに関し 下記電信およ
び公信のとおり報告越したので 各一部
別添送付する。

記

GA-4

外務省

2

1. 来電才165号

2. 9月20日付来信総沖(外)才48号

(別添の岸所長宛カーボン-民政宛

あり9月19日付書筒は複字困難の

ため当才でリタイアしたものの)

付属添付

GA-4

外務省

