

**AGREEMENT**  
**BETWEEN**  
**THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA**  
**AS REPRESENTED BY**  
**THE DEFENSE ENERGY SUPPORT CENTER**  
**AND**  
**THE MINISTRY OF DEFENCE OF THE HELLENIC REPUBLIC**  
**AS REPRESENTED BY**  
**THE HELLENIC AIR FORCE**  
**CONCERNING**  
**THE EXCHANGE AND REIMBURSEMENT OF**  
**AVIATION AND GROUND FUEL**

I certify that this is a true and complete copy of the Agreement Between the Department of Defense of the United States of America as Represented by the Defense Energy Support Center and the Ministry of Defence of the Hellenic Republic as Represented by the Hellenic Air Force Concerning the Exchange and Reimbursement of Aviation and Ground Fuel

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Gregory Zagorin, Assistant Counsel  
Defense Energy Support Center  
August 15, 2007

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## **PREAMBLE**

The Department of Defense of the United States of America (U.S. DoD) as represented by the Defense Energy Support Center (DESC) and the Ministry of Defense of the Hellenic Republic (GR MoD) as represented by Hellenic Air Force (HAF) hereinafter referred to as the "Party" or "Parties;"

Recognizing The North Atlantic Treaty, signed in Washington, D.C. on April 4, 1949;

Recognizing the Agreement Between the Parties to the North Atlantic Treaty Regarding the Status of Their Forces, signed in London on June 19, 1951;

Recognizing the Agreement Between the Department of Defense of the United States of America and Supreme Headquarters Allied Powers Europe Concerning Mutual Logistic Support, dated January 31, 1995, and the Implementing Arrangement (EC-SH-01) Between the United States Secretary of Defense and Supreme Headquarters Allied Powers Europe Concerning Mutual Logistics Support, dated January 3, 1996; and the Agreement Between the Hellenic Republic and the Supreme Headquarters Allied Powers Europe on the Special Conditions Applicable to the Establishment and Operation on Greek Territory of International Military Headquarters, dated September 15, 1999;

Recognizing the Mutual Defense Cooperation Agreement Between the Government of the United States of America and the Government of the Hellenic Republic, dated November 6, 1990; Agreement Concerning Mutual Logistic Support with Annexes, effective August 5, 1996; and the Comprehensive Technical Agreement Between the United States of America and the Hellenic Republic, dated April 8, 2003; and

Having a common interest in mutual fuel exchange of and accounting for aviation and ground fuels.

Have agreed as follows:

### **I. PURPOSE, SCOPE AND APPLICABILITY**

#### **1.1. Purpose.**

1.1.1. The purpose of this Agreement is to establish the terms and conditions whereby the Parties may exchange aviation fuel (North Atlantic Treaty Organization (NATO) Fuel Codes F34 and F35) and ground fuel (NATO Fuel Code F76 and F57/National Code K57) worldwide on a replacement or reimbursement basis.

1.1.2. Under this Agreement, the balance of one Party or a Third Party may be reconciled against the account of another Party or Third Party. Third Party applies to any NATO Air Force as mutually agreed to in writing by the Parties.

## 1.2. Scope and Applicability.

1.2.1. This Agreement applies to the worldwide refueling of aircraft, vehicles or refueling units at the military installations of the Parties where prior permission to operate has been granted.

1.2.2. This Agreement is applicable to the supply of aviation and ground fuel, which are necessary to meet the requirements of the Parties during peacetime, wartime, contingency operations, peacekeeping operations, humanitarian missions, and other emergency conditions.

1.2.3. The Parties may exchange aviation and ground fuel at any of their military installations. For the purpose of this Agreement, assets authorized refueling include:

1.2.3.1. For U.S. DoD: U.S. DoD aircraft and vehicles, civilian aircraft and vehicles under U.S. military contract, U.S. military bulk refueling units, and other U.S. federal agency aircraft and vehicles identified by the receiving Party. All commercial aircraft under DoD contract with prior landing approval must be in possession of a valid Jet Fuel Identaplate with appropriate billing information in order to receive fuel service. All required information for commercial vehicles under DoD contract will be provided to HAF GS/C4/4 prior to receiving fuel.

1.2.3.2. For GR MoD: GR MoD aircraft and vehicles, civilian aircraft and vehicles under GR MoD military contract, GR MoD military bulk refueling units, and other GR MoD federal agency aircraft and vehicles identified by the receiving Party. All commercial aircraft under GR MoD contract with prior landing approval must be in possession of a valid Jet Fuel Identaplate with appropriate billing information in order to receive fuel service. All required information for commercial vehicles under GR MoD contract will be provided to DESC-EU MED prior to receiving fuel.

## II. RELATIONSHIP

### 2.1. U.S. DoD.

2.1.1. DESC is the administrator of this Agreement.

2.1.2. DESC-Europe (DESC-EU) is the point of contact for administration of this Agreement.

2.1.3. DESC-EU-Mediterranean (DESC-EU-MED) is the manager of DESC day-to-day operations for this Agreement and the direct liaison with the HAF, address information in Annex A.3.

### 2.2. GR MoD.

2.2.1. The HAF is the administrator of this Agreement.

2.2.2. The HAF is the point of contact for the day-to-day operation and administration of this Agreement, address information in Annex A.3.

4.2.3.1. After reconciliation, remaining quantities shall be converted to a monetary value using the standard price of the Party owed as of the transaction date.

4.2.3.2. The Party owed shall invoice the owing Party within thirty (30) days of the settlement meeting. The invoice will be in the currency of the Party owed.

4.2.3.3. The owing Party shall make cash settlement within thirty (30) days of the invoice date/date prepared or within the legal timeframe prescribed by national law not to exceed ninety (90) days.

## **V. GENERAL PROVISIONS**

5.1. All activities of the Parties under this Agreement shall be carried out in accordance with their national laws. The obligations of the Parties shall be subject to the availability of funds for such purposes.

5.2. Customs and Excise. The Parties shall not charge or pay any taxes or duties under this Agreement

5.3. Amendment. Amendments to this Agreement may be proposed by either Party at any time. The Agreement may only be amended by written agreement between the Parties.

5.4. Termination. This Agreement may be terminated at any time upon the written consent of the Parties. Either Party may unilaterally terminate the Agreement by giving the other Party ninety (90) days written notification of its intent to terminate. Any balance owed by the Parties shall be paid within one hundred eighty (180) days after termination. The Parties, in consultation, shall take action to limit the impact of termination on either Party.

5.5. Dispute. Any disputes regarding the interpretation of this Agreement or transactions executed hereunder shall be resolved through consultation between the Parties and shall not be referred to any national or international tribunal or third party for settlement.

5.6. Supersession. This Agreement supersedes the "Protocol Between The United States Forces In Europe And The Hellenic Air Force Concerning Replacement-In-Kind Or Cash Payment After Issue Of Aviation Pol And Other Products Under STANAG 3113," dated April 4, 2002.

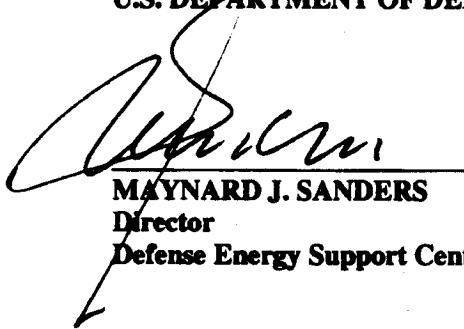
5.7. Effective Date and Duration. This Agreement shall become effective upon signature of both of the Parties and shall remain in effect for five (5) years. This Agreement shall automatically renew at the end of the five (5) year period for additional five (5) year periods unless objected to in writing by either Party at least ninety (90) days before the end of the five (5) year period. The Agreement shall not exceed 20 years.

**VI. AUTHENTICATION:** This Agreement shall be concluded in both the English and the Greek languages with each text being equally authentic.

**This Agreement consists of five (6) Articles and three (3) Annexes.**

**In witness thereof, the undersigned, being duly authorized by their Governments, have signed this Agreement.**

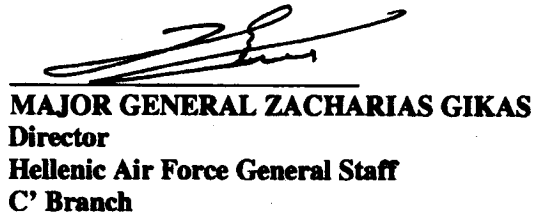
**FOR THE  
U.S. DEPARTMENT OF DEFENSE**



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**MAYNARD J. SANDERS  
Director  
Defense Energy Support Center**

**FOR THE  
GREEK MINISTRY OF DEFENSE**



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**MAJOR GENERAL ZACHARIAS GIKAS  
Director  
Hellenic Air Force General Staff  
C' Branch**

**Date Signed:** JUL 26 2007

**Place Signed:** Ft Belvoir, VA 22060

**Date Signed:** 25 May 2007

**Place Signed:** Athens, GREECE

## ANNEX A

### REQUIRED INFORMATION FOR FUEL SERVICING

#### A.1. Aircraft Aviation Fuel:

A.1.1. Issues to authorized aircraft or refueling units of U.S. or HAF Military Forces as specified in Article III, shall be recorded on the Fuel Sale Slip. Forms shall be imprinted with the Jet Fuel Identaplate. Proper completion and signature of this form shall be accepted as evidence that the aviation fuels were provided. The Fuel Sale Slip shall contain the information as outlined below:

A.1.1.1. Receiving Parties Printed Name.

A.1.1.2. Receiving Parties Signature.

A.1.1.3. Receiving Parties Rank.

A.1.1.4. Receiving Parties Organization and Location (company name for commercial aircraft).

A.1.1.5. Date of Issue.

A.1.1.6. Place of Issue.

A.1.1.7. Aircraft or Vehicle Type and Number.

A.1.1.8. Aircraft Tail Number (must be all numbers) or Vehicle Number.

A.1.1.9. Quantity and unit of Issue.

A.1.1.10. Type of Product.

A.1.1.11. Signature of Supplying Party.

A.1.2. Completed copies of the form shall be annotated "Fuel Exchange." One copy of the issue voucher shall be furnished to the aircraft commander or to the person who signs for the fuel issue. Remaining copies of the issue voucher shall be processed in accordance with procedures prescribed by the U.S. Military Forces for subsequent posting to the Fuel Exchange account.

A.1.2.1. Requests for JP-8 and F57 must be faxed 24 hours in advance to issue location to ensure availability and confirmation of issue of product.

A.1.2.2. For fuel issued by DESC, copies of the fuel vouchers shall be forwarded to HAF monthly in accordance with Annex B.

A.1.2.3. For fuel issued by HAF, copies of the fuel vouchers shall be forwarded to DESC-RR monthly in accordance with Annex B.

A.1.3. Air Refueling Operations.

A.1.3.1. Air refueling operations shall be conducted in accordance with STANAG 3113.

A.1.3.2. Information for air refueling operations shall be included on appropriate forms by personnel of the Party issuing the fuel. Completed forms shall be annotated "Fuel Exchange" and one copy of each form shall be mailed monthly to the party receiving the fuel. One copy shall also be forwarded to DESC-RR.

A.1.4. The following information shall be provided for Air Refueling Operations:

A.1.4.1. Receiving or issuing Party.

A.1.4.2. Mission place, date and time.

A.1.4.3. Type of aircraft.

A.1.4.4. Aircraft tail number (must be filled).

A.1.4.5. Aircraft call sign.

A.1.4.6. Home base.

A.1.4.7. Type of fuel.

A.1.4.8. Quantity issued in pounds.

A.1.4.9. Quantity issued in U.S. gallons.

A.1.4.10. Printed name and grade of tanker boom operator.

A.2. Vehicle Ground Fuel.

A.2.1. HAF issues of vehicle ground fuel shall be recorded on the Fuel Sale Slip. The Fuel Sale Slip shall contain all information outlined in A.1.1.1. through A.1.2. above.

A.2.2. U.S. DoD issues of vehicle ground fuel shall not normally be recorded on paper supporting documentation. The U.S. DoD Automated Fuel Service Stations are unmanned and do not provide paper receipts for ground fuel purchases. Since no documents shall be generated, usage of the Vehicle Information Link (VIL) key constitutes acceptance of the charges to this account. A summary of transactions shall be provided along with the Fuel Exchange invoice, but individual transaction documents will not be provided.



A.2.3. To receive ground fuel from the U.S. DoD, HAF shall request the base fuels operation make a VIL key entry according to the format in Attachment 1 of this Annex. VIL keys shall be coded with an expiration date. Responsibility for ensuring VIL keys are recoded when vehicles change ownership/units is the responsibility of HAF. An example of the request is at attachment 1 of this Annex.

A.2.4. During the reconciliation conference, ground fuel quantities shall be converted to an equivalent value of aviation fuel quantity based on the cost of fuel of the Party owed and reimbursed as aviation fuel.

A.3. Contact information for day to day operation:

A.3.1. For GR MOD.

A.3.1.1: HELLENIC AIR FORCE GENERAL STAFF (HAFGS)

C' BRANCH  
C4 DIRECTORATE  
SECTION 4  
229 Mesogion Avenue  
Papagou Camp  
PC 15500 Holargos – Athens  
GREECE  
Tel: 0030-210-6593441  
E-mail: [C4d.gs@haf.gr](mailto:C4d.gs@haf.gr)

A.3.2. For DESC.

A3.2.1. DESC-MED

CAMP DARBY, BLDG 302  
VIA VECCHIA LIVORNESE  
TIRRENIA 56018 (PI)  
ITALY  
Tel: 0039-050-54-7085  
Fax: 0039-050-54-7406  
E-mail: [DESC-EU.med2@dla.mil](mailto:DESC-EU.med2@dla.mil)

**Attachment 1 to Annex A**

**MEMO FOR RECORD**

**FROM: (Name of HAF Organization Requesting VIL Keys)**

**SUBJECT: Vehicle Information Link (VIL) Key Request**

**TO: (Name of U.S DoD Organization and Office Symbol for Office Responsible for Encoding VIL Keys)**

**Request Vehicle Information Link (VIL) keys for the vehicles listed in Attachment 1 to this memo. The VIL Keys must be encoded with the following financial billing data:**

**Customer "T" DoDAAC: TFGRA1  
Fund Code: XP  
Signal Code: A  
Supplemental DoDAAC: Not applicable**

**By signing this request for the VIL Keys with the appropriate billing data, the HAF acknowledges responsibility for payment of fuel bills for purchases based on VIL key readers from Automated Fuel Service Station that are fully automated and do not provide paper receipts for fuel purchases.**

**(Signature)**

**Typed Name of Customer  
Organization and Office**

**1 Attachment, Vehicle List**

<u>Vehicle Type</u>	<u>Model/Year</u>	<u>Vehicle ID Number/Unit Number</u>	<u>Grade of Fuel</u>
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**(License plate/Tag Number  
if rental/lease vehicle)**

**B.2.3. Billings to DFAS-ADPSD/CA shall be issued by:**

**HELLENIC AIR FORCE  
FINANCIAL LOGISTIC CENTER  
229 Mesogion Avenue  
Papagou Camp  
PC 15500 Holargos – Athens  
GREECE**

**B.2.4. Request payments from DFAS-ADPSD/CA shall be forwarded to:**

**201 SUPPLY DEPOT/FINANCIAL DIRECTORATE  
Elefsina Airport  
P.C 19200 Elefsina  
GREECE**

## **ANNEX C**

### **QUALITY**

**C.1. Product issued to either Party shall meet the specifications defined in NATO STANAG 1135 with permitted modifications listed in NATO STANAG 1110. Quality surveillance of the petroleum products supplied shall be performed in accordance with NATO STANAG 3149.**

**C.2. Product issued into aircraft from refueling units or hydrant systems and into refueling units from a fillstand shall be metered by way of a temperature compensated meter. Meters must be calibrated according to NATO STANAG 3756 and register in U.S. gallons or liters. Conversion of liters at 15° C to U.S. gallons at 60° F shall use 0.264172 U.S. gallons per liter or conversely, 3.78541 liters per U.S. gallon.**

**C.3. Product issued to refueling units where no temperature compensating meter is used the quantity issued shall be converted to a Net Standard Volume, either in liters at 15° C or gallons at 60° F. Measurement shall be made in accordance with locally approved procedures. Conversion of liters at 15° C to U.S. gallons at 60° F shall use 0.264172 U.S. gallons per liter or conversely, 3.78541 liters per U.S. gallon.**

**C.4. Every attempt shall be made to reach consensus on the quantity of fuel exchanged. In the event a discrepancy cannot be resolved, the quantity determined by the issuing authority shall be considered conclusive and the details of the discrepancy reported to each Party's Agreement Administrator for resolution during the Reconciliation and Settlement phase. Bulk product replaced to the HAF under this Agreement shall conform to NATO Fuel Code F35 with corrosion inhibitor or NATO Fuel Code F34 without fuel system icing inhibitor (FSII) and static dissipator additive (SDA).**