

## SINO - AMERICAN GRAINS PROCUREMENT AGREEMENT

Signed on October 2, 1986  
Entered into force retroactively on July 1, 1986

This Sino - American Grains Procurement Agreement (hereinafter referred to as the "Agreement") is entered into in duplicate in both Chinese and English on October 2, 1986 by and between the procurement delegation of importers of corn, barley, wheat and soybeans (hereinafter as the "Buyers") in the Republic of China (hereinafter as the "ROC") and the following grain suppliers of the United States (hereinafter as the "U.S.") :

1. Agrex, Inc.,
2. Alfred C. Toepfer International, Inc.,
3. Alliance Grain, Inc.,
4. Archer Daniels Midland Company,
5. Artfer, Incorporated,
6. Bunge Corporation,
7. Cargill Inc.,
8. Cigra, Incorporated,
9. Columbia Grain International, Inc.,
10. Continental Grain Company,
11. Elders Grain, Inc.,
12. Garnac Grain Company, Inc.,
13. Gulf Coast Grain, Inc.,
14. Louis Dreyfus Corporation,
15. National Council of Farmer Cooperatives,
16. Peavey Grain Company,
17. P S International, Ltd.,
18. Richco Grain Ltd.,
19. Tradigrain, Inc.,
20. United Grain Corporation, and
21. Zen - Noh Grain Corporation.

(hereinafter referred to collectively as the "Sellers")

WITNESSETH

WHEREAS, noting that the five-year Agriculture Products Procurement Agreement signed on September 11, 1981 has been performed by

## 中美穀物採購協定

七十五年十月二日簽訂  
溯自七十五年七月一日生效

本「中美穀物採購協定」(下稱「本協定」)係中華民國玉米、大麥、小麥及黃豆等穀物進口商採購代表團(下稱「買方」)與左列美國穀物供應商。

- 一、Agrex Inc.
- 二、Alfred C. Toepfer International, Inc.
- 三、Alliance Grain, Inc.
- 四、Archer Daniels Midland Company
- 五、Artfer, Incorporated
- 六、Bunge Corporation
- 七、Cargill Inc.
- 八、Cigra, Incorporated
- 九、Columbia Grain International, Inc
- 十、Continental Grain Company
- 十一、Elders Grain, Inc.
- 十二、Garnac Grain Company Inc.
- 十三、Gulf Coast Grain, Inc.
- 十四、Louis Dreyfus Corporation
- 十五、National Council of Farmer Cooperatives
- 十六、Peavey Grain Company
- 十七、P S International, Ltd.
- 十八、Richco Grain Ltd.
- 十九、Tradigrain, Inc.
- 二十、United Grain Corporation
- 二十一、Zen - Noh Grain Corporation

(下稱「賣方」)於中華民國七十五年十月二日簽訂中、英文本各一式二份。

緣中美雙方政府代表，即北美事務協調委員會及美國在台協會，有鑑於在中華民國七十年九月十一

the grain importers in the ROC and the grain suppliers in the U.S. according to its terms, and that the ROC and U.S. have increased economic and trade relations and mutual benefit by means of grains trade, representatives of the governments of the ROC and the U.S., namely, the Coordination Council for North American Affairs and the American Institute in Taiwan, are strongly concerned with the renewal of the grains procurement agreement ;

WHEREAS, the Coordination Council for North American Affairs and the American Institute in Taiwan have in an exchange of letters indicated their support for the renewal of the grains procurement agreement to further promote the trade and economic relations between the ROC and the U.S. ;

WHEREAS, Buyers and Sellers also recognize that such renewal will further enhance their mutual substantive interests ; and

NOW, THEREFORE, in accordance with the spirit of the foregoing exchange of letters and the principle of fair trade, Buyers and Sellers have entered into this Agreement and agreed to the following terms and conditions :

ARTICLE I  
TERM OF AGREEMENT

This Agreement shall be effective retroactively as of July 1, 1986 and shall, subject to provisions set forth herein, remain in full force and effect for a period of five (5) years through June 30, 1991.

ARTICLE II  
COMMODITIES AND QUANTITIES

2.1 The Buyers agree to purchase and the Sellers severally and not jointly agree to supply the following amounts of grains of the U.S. set forth below in accordance with the procurement procedures outlined in Article IV hereinbelow and for each year during the term of this Agreement :

Commodities	Total Amount (in thousand metric ton)	7 / 1 / 86 through 6 / 30 / 87	7 / 1 / 87 through 6 / 30 / 88	7 / 1 / 88 through 6 / 30 / 89	7 / 1 / 89 through 6 / 30 / 90	7 / 1 / 90 through 6 / 30 / 91
(1) CORN	8,600	1720	1,720	1,720	1,720	1,720
(2) BARLEY	1,000	200	200	200	200	200

日所簽訂之農產品採購五年協定，業已由中華民國穀物進口商及美國穀物供應商依約履行，且中美雙方藉穀物貿易亦增進經濟貿易關係及相互利益，致甚為關切穀物採購協定之續約；

緣北美事務協調委員會及美國在台協會已換文表示支持穀物採購協定之續約，以進一步促進中美雙方經濟貿易之關係；

緣買方及賣方亦認為續約有助於進一步增進雙方的相互實質利益；

準此，買方及賣方秉持上述換文之精神以及公平貿易之原則，雙方締結本協定並同意下列條款：

第一條  
本約期限

本協定溯及自中華民國七十五年七月一日起生效，除本協定另有規定外，有效期間為期五年至中華民國八十年六月三十日止。

第二條  
穀物品名及數量

(一) 買賣雙方同意依后述第四條之採購程序於本協定期間每年由買方採購並由賣方分別而非連帶供應美國穀物品名及數量如下：

(3)WHEAT	2,850	570	570	570	570	570
(4)SOYBEANS	5,700	1,100	1,100	1,150	1,150	1,200
GRAND TOTAL	18,150	3,690	3,690	3,640	3,640	3,690

數量 \ 品名	玉米	大麥	小麥	黃豆	合計
七十五年七月一日起七十六年六月卅日止	一、七二〇	二〇〇	五七〇	一、一〇〇	三、五九〇
七十六年七月一日起七十七年六月卅日止	一、七二〇	二〇〇	五七〇	一、一〇〇	三、五九〇
七十七年七月一日起七十八年六月卅日止	一、七二〇	二〇〇	五七〇	一、一五〇	三、六四〇
七十八年七月一日起七十九年六月卅日止	一、七二〇	二〇〇	五七〇	一、一五〇	三、六四〇
七十九年七月一日起八十年六月卅日止	一、七二〇	二〇〇	五七〇	一、二〇〇	三、六九〇
總計	八、六〇〇	一、〇〇〇	二、八五〇	五、七〇〇	一八、一五〇

2.2 Buyers and Sellers are obligated to fulfill the minimum quantities of annual purchases and supplies; provided, however, that such annual minimum quantities are subject to an allowance upward and downward of 10% of such annual amounts in favor of Buyers. Buyers shall have the option, where necessary as deemed by Buyers, to increase the annual quantities to be procured by delivering a 30 days prior written notice or notices at any time during the term of this Agreement. Sellers shall also give priority to the procurement by Buyers and supply sufficient amount thereof.

### ARTICLE III QUALITY AND PRICE TERMS

3.1 The U.S. grains to be supplied by Sellers shall conform to the following grades:

(a) U.S. Yellow Corn: U.S. Grade No. 2 or better;

(b) U.S. Barley: U.S. Grade No.2 or better;

(c) U.S. Wheat: U.S. Grade No. 1, in the following approximate proportion for each procurement:

(i) Hard Red Winter Wheat: 40%

(ii) Hard Red Spring Wheat: 35%

(iii) White Wheat: 25%

(二) 買賣雙方皆有義務達成上述之每年最低採購及供應量，惟此每年最低數額買方得於百分之十之額度內增減之。買方如認為有必要時得於本協定期間內任何時間以三十天之書面事先通知增加每年採購量。賣方亦有義務優先充分供應買方所需之穀物。

### 第三條 品質與價格條件

(一) 賣方供應之美國穀物其品質標準如下:

1. 美國黃玉米: 美國國家標準二級品或較佳者;

2. 美國大麥: 美國國家標準二級品或較佳者;

3. 美國小麥: 美國國家標準一級品。每次採購麥種大致比例分別為: 硬紅冬麥占百分之四十, 硬紅春麥占百分之三十五, 白麥占百分之二十五;

(d) U.S. Yellow Soybeans : U.S. Grade No. 2 or better.

3.2 Where other quality terms are not set forth herein or where supplementary quality terms are required, the provisions of the Buyers' invitation to tender shall govern.

3.3 Buyers shall in principle conduct bids for the U.S. grains included in this Agreement based on the FOB terms ; provided, however, that in the event of bid procurement by Buyers, Buyers may request Sellers to separately submit bids based on the FOB terms and the C&F terms and Buyers may determine which terms to select. In any event, the purchase of barley under this Agreement shall be made by Buyers only when the FOB west coast price of U.S. barley of U.S. Grade No. 2 is 12% or more below that of the price of U.S. corn of Grade No. 2 FOB gulf port for the same or approximate shipping period.

#### ARTICLE IV PROCUREMENT PROCEDURE

4.1 Buyers shall in principle invite open tenders by Sellers for the procurement of the grains included in this Agreement. Such tenders may be held in Taipei, the ROC and / or cities in the U.S. as Buyers may determine. Buyers shall notify Sellers of their respective agents in the ROC approved by the appropriate authorities of the government of the ROC in writing at least seven (7) days before the opening of the tender so as to enable Sellers, severall and not jointly, to submit their individual competitive bids directly or through the foregoing agents.

4.2 Tenders for the procurement of grains hereunder shall in principle be conducted once every three (3) months ; provided, however, that where it is deemed necessary by Buyers, Buyers may, regardless of such intervals, notify Sellers or their agents referred to above in writing at any time to participate in such tender.

4.3 The procurement agreement shall be awarded to the qualified bidder with the lowest price who participated in the tender ; provided, however, that under unusual circumstances Buyers may reserve the right to withhold the awarding of the procurement agreement and to retender.

4. 美國黃豆：美國國家標準二級品或較佳者。

(二) 其他品質條件未有規定者或另須補充規定者，依買方招標單之規定辦理。

(三) 買方對本協定內所列之美國穀物之採購，原則上應以FOB條件決標，惟買方標購時得要求賣方分別以FOB及C&F條件報價，其決標條件由買方決定之。但本協定中大麥一項之採購，買方僅需於同一或接近裝船期內美國國家標準二級品之美國大麥FOB西岸價格較美國國家標準二級品之美國玉米FOB灣區港價格低於百分之十二時予以採購。

#### 第四條 採購程序

(一) 買方採購本協定所列之穀物以對賣方公開招標為原則。招標於中華民國台北市及 / 或美國城市舉行，地點由買方決定之。買方至少需於開標前七日以書面通知賣方或其各自設立於中華民國境內並經有關機關認可之代理商，俾使賣方以個別而非連帶地直接或經由前述代理商提出各別競標報價。

(二) 穀物標購原則上每三個月舉行一次，惟買方得視情況需要不定期次隨時以書面通知賣方或其前述代理商參加標售。

(三) 標購案件之得標者為合格投標者中報價最低之競標廠商，惟買方於特殊狀況下得保留不予決標或再行招標之權利。

4.4 In the event of tenders to be held by the ROC Special Procurement Mission in the U.S., all other grain suppliers not included in this Agreement who are recommended in writing by the host state government, a state senator, state congressman, or a member of the U.S. Congress representing the host state may participate in that particular tender in accordance with the provisions of this Agreement.

4.5 Every grain supplier who successfully obtains a bid shall post a performance bond equal to five percent (5%) of the price of the procurement within seven (7) days after the award of the procurement agreement. where it fails to perform in accordance with the procurement agreement, Buyers may claim against the performance bond as penalty for nonperformance in addition to exercising their rights under the procurement agreement. In the event of a violation of the procurement procedures by any Seller or failure of the successful bidder / grain supplier to perform its obligations in accordance with this Agreement or the procurement agreement, Buyers may suspend its right, depending on the degree of aggravation, to participate in tenders for three (3) months, six (6) months, one (1) year or during the remaining term of this Agreement. Such sanction shall not limit other rights of Buyers or the respective grain importers in the ROC against such Seller. A successful bidder / grain supplier who fails to post the performance bond referred to above within seven (7) days after the award of the procurement agreement shall be automatically disqualified from participating in subsequent tenders.

4.6 In the event of the execution of a new Grain Procurement Agreement, Buyers may exclude any U.S. grain supplier from the Sellers if, during the term of this Agreement, it has not obtained any bid hereunder.

#### ARTICLE V PAYMENT

Buyers agree to open irrevocable, at sight, without recourse, letters of credit by cable in favor of the successful bidder / grain supplier or its designated beneficiary before the shipment date of the grains procured hereunder.

(四) 中華民國特別採購團於美國地區招開標購時，原未列入本協定之其他美國穀物供應商，如經當地之美國州政府、州參眾議員、代表該州之聯邦參眾議員書面之推荐，亦可依此協定之規定參加該項投標。

(五) 任何得標之穀物供應商應於得標七日內提供採購價金百分之五之履約保證金，如其未依採購合約履行，買方除得依法行使權利外，並得以履約保證金抵充對違約金之求償。任何供應商違反投標採購程序、或得標之穀物供應商未依本協定或該採購合約履行其義務，則買方得視其情節之輕重，對之施予三個月內、六個月內、一年內或本協定期限內不得再參加標售之處分，此處分不影響買方或各該中華民國穀物進口商對其所得主張之其他權利。得標之穀物供應商未於開標後七日內提供前述之履約保證金，即自動失去嗣後參與標售之資格。

(六) 買方對於本協定期間之內無成交紀錄之任何美國穀物供應商得於簽訂新穀物協定時將其從賣方中除名不予續約。

#### 第五條 付款條件

買方同意以電報開具以得標者或其指定人為受益人之即期無追索權且不可撤銷之信用狀支付依本協定採購之穀物之價金，並須於運送日前開狀。

ARTICLE VI  
AMENDMENT

Any amendment to or extension of this Agreement shall be made by the written consent of both Buyers and Sellers.

第六條  
修訂事項

本協定之修訂及延展，須以買賣雙方之書面同意為之。

ARTICLE VII  
GOVERNING LAW

This Agreement shall be interpreted and governed by the laws of the ROC.

第七條  
準據法

本協定以中華民國法律解釋及管理。

ARTICLE VIII  
ARBITRATION

All disputes arising under this Agreement shall be referred to a final and binding arbitration in Taipei, the ROC to be conducted in accordance with the Commercial Arbitration Act of the ROC.

第八條  
仲裁

與本協定有關之所有爭議應移付終局且具拘束力之仲裁。仲裁應於中華民國台北市舉行並依中華民國商務仲裁條例為之。

ARTICLE IX  
COOPERATION

Sellers shall cooperate fully with Buyers to enable Buyers to comply with the laws and regulations of the ROC relating to imports, including without limitation any laws and regulations relating to the importation of grains.

第九條  
合作

賣方應全力與買方合作以符合中華民國有關進口之法令規定，包括不限於有關穀物進口之規定。

ARTICLE X  
GOVERNING LANGUAGE

This Agreement is made in both Chinese and English and in the event of any discrepancy between the Chinese text and the English text, the Chinese text shall govern.

第十條  
文字

本協定以中英文製作。如中英文本有任何歧異，以中文本為準。

ARTICLE XI  
OTHER MATTERS

Other matters such as the quality, inspection, loading, shipment, unloading, delivery and the posting of the performance-bond, etc. in connection with the purchase and sale of grains by Buyers and Sellers in accordance herewith which are not provided for herein shall be governed by the provisions in the invitations to tender in individual procurement cases.

第十一條  
其他事項

有關買賣雙方依本協定標購穀物之品質、檢驗、裝運、卸貨及提貨、履約保證金等其他未盡事宜，應另依個案招標單之規定辦理之。

IN WITNESS WHEREOF, the Buyers and Sellers have executed this Agreement in Washin-

買賣雙方謹此於本約首揭日期於美國華盛頓市簽署本協定。

gton, D.C., the U.S. on the date and year first written above.

**BUYERS : PROCUREMENT DELEGATION OF IMPORTERS OF CORN, BARLEY, WHEAT AND SOYBEAN IN THE ROC**

(1) Taiwan Maize Importers  
Joint Committee, ROC

By :  
Kun - chung Lin  
Chairman

(2) Taiwan Barley - Related Products  
Industry Association, ROC

By :  
Yung - hua Yang  
Chairman

(3) Taiwan Soybean Importers  
Joint Committee, ROC

By:  
Su - yuo Chen  
Chairman

(4) Taiwan Flour Mills Association, ROC

By:  
Yu - shiu Miao  
Chairman

**SELLERS : U.S. GRAIN SUPPLIERS**

(1) Agrex, Inc.

By:

(2) Alfred C. Toepfer International, Inc.

By :

(3) Alliance Grain, Inc.

By :

(4) Archer Daniels Midland Company

By :

(5) Artfer, Incorporated

By :

(6) Bunge Corporation

By :

買方：中華民國玉米、大麥、小麥  
及黃豆進口商採購代表團：

一、中華民國台灣區進口玉米聯合  
工作委員會主任委員 林坤鐘  
簽名：林坤鐘

二、中華民國台灣區大麥類製品工  
業同業公會理事長 楊榮華  
簽名：楊榮華

三、中華民國台灣區麵粉工業同業  
公會理事長 苗育秀  
簽名：苗育秀

四、中華民國台灣區進口黃豆聯合  
工作委員會主任委員 陳書友  
簽名：陳書友

賣方：美國穀物供應商

一、Agrex, Inc.  
代表簽名：

二、Alfred C. Toepfer Interna-  
tional, Inc.  
代表簽名：

三、Alliance Grain, Inc.  
代表簽名：

四、Archer Daniels Midland  
Company  
代表簽名：

五、Artfer, Incorporated  
代表簽名：

六、Bunge Corporation  
代表簽名：

(7) Cargill Inc.

By:

(8) Cigra, Incorporated

By :

(9) Columbia Grain International, Inc.

By:

(10) Continental Grain Company

By :

(11) Elders Grain, Inc.

By:

(12) Garnac Grain Company, Inc.

By :

(13) Gulf Coast Grain, Inc.

By:

(14) Louis Dreyfus Corporation

By :

(15) National Council of Farmer Cooperatives

By:

(16) Peavey Grain Company

By :

(17) P S International, Ltd.

By:

(18) Richco Grain Ltd.

By :

(19) Tradigrain, Inc.

By:

(20) United Grain Corporation

By :

(21) Zen - Noh Grain Corporation

By :

WITNESSETH :

七、Cargill Inc.

代表簽名 :

八、Cigra, Incorporated

代表簽名 :

九、Columbia Grain International, Inc.

代表簽名 :

十、Continental Grain Company

代表簽名 :

十一、Elders Grain, Inc.

代表簽名 :

十二、Garnac Grain Company Inc.

代表簽名 :

十三、Gulf Coast Grain, Inc.

代表簽名 :

十四、Louis Dreyfus Corporation

代表簽名 :

十五、National Council of Farmer Cooperatives

代表簽名 :

十六、Peavey Grain Company

代表簽名 :

十七、P S International, Ltd.

代表簽名 :

十八、Richco Grain Ltd.

代表簽名 :

十九、Tradigrain, Inc.

代表簽名 :

二十、United Grain Corporation

代表簽名 :

二十一、Zen - Noh Grain Corporation

代表簽名 :

見證人 :

北美事務協調委員會駐美代表處



Coordination Council for North  
American Affairs

By :  
Frederick F. Chien  
Representative

代表 錢復  
簽名：錢復 程建人代

American Institute in Taiwan

By:  
David Dean  
Chairman of the Board  
and Managing Director

中華民國經濟部國際貿易局  
局長 蕭萬長  
簽名：蕭萬長

Board of Foreign Trade, Ministry of  
Economic Affairs, ROC

By :  
Vincent C. Siew  
Director General

美國在台協會理事主席 丁大衛  
American Institute in Taiwan  
簽名：

U.S. Feed Grains Council

By:  
William Griffin  
Chairman of the Board

美國飼料穀物協會理事長 葛立芬  
U. S. Feed Grains Council  
簽名：

U.S. Wheat Associates, Inc.

By :  
Winston Wilson  
President

美國小麥協會主席 威爾遜  
U. S. Wheat Associates, Inc.  
簽名：

American Soybean Association

By:  
George Fluegel Chairman of the Board

美國黃豆協會理事長 福祿格  
American Soybean Association  
簽名：

U.S. Senators, Congressmen, or State Governors

By:

北美事務協調委員會與美國在臺協會間關於  
中美穀物採購協定換函

EXCHANGE OF LETTERS BETWEEN CCNAA AND AIT CONCERNING  
EXTENSION OF THE SINO-AMERICAN  
GRAINS PROCUREMENT AGREEMENT

七十五年九月三日簽訂  
七十五年九月三日生效

Signed on September 3, 1986  
Entered into force on September 3, 1986

September 3, 1986

Representative  
Coordination Council for  
North American Affairs

Dr. Fredrick F. Chien