

**No. 869**

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**UNITED STATES OF AMERICA  
and  
AUSTRIA**

**Agreement relating to the payment of occupation costs  
incident to the maintenance of United States forces in  
Austria subsequent to 30 June 1947. Signed at Vienna,  
on 21 June 1947**

*Official text : English.*

*Registered by the United States of America on 18 July 1950.*

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

**Accord concernant les frais d'occupation relatifs à l'entre-  
tien des forces des États-Unis en Autriche postérieure-  
ment au 30 juin 1947. Signé à Vienne, le 21 juin 1947**

*Texte officiel anglais.*

*Enregistré par les États-Unis d'Amérique le 18 juillet 1950.*

No. 869. AGREEMENT<sup>1</sup> BETWEEN THE UNITED STATES OF AMERICA AND THE FEDERAL GOVERNMENT OF AUSTRIA RELATING TO THE PAYMENT OF OCCUPATION COSTS INCIDENT TO THE MAINTENANCE OF UNITED STATES FORCES IN AUSTRIA SUBSEQUENT TO 30 JUNE 1947. SIGNED AT VIENNA, ON 21 JUNE 1947

In order to assist the Government of Austria in the restoration of its economic life and the return of its democratic processes, the United States Forces in Austria hereby declares its policy in regard to the payment of Occupation Costs in Austria :

Hereafter, the United States Forces in Austria will pay, in United States dollars, for all real estate and chattels appurtenant thereto, utility service, services, and supplies furnished for the maintenance of United States Forces in Austria.

To assist the United States Forces in Austria in the accomplishment of this objective, the Austrian Government hereby subscribes to the following procedures and agrees to furnish technical assistance necessary to implement the provisions stated below :

#### PAYMENT PROCEDURE

1. Payment for real estate and chattels appurtenant thereto, utility service, services and supplies furnished will be made quarterly, or at such shorter intervals as may be deemed desirable by the United States Forces in Austria in American dollars by the United States Forces in Austria to the Austrian Government. The United States Forces in Austria will present vouchers quarterly or at such shorter intervals as may be deemed desirable by the United States Forces in Austria on all items furnished together with sufficient dollars at the agreed rate of exchange to cover the amount included in the vouchers, for which the Austrian Government will acknowledge receipt and make proper payment against the vouchers submitted and all claims arising under future agreements.

<sup>1</sup> Came into force on 1 July 1947, in accordance with paragraph 13.

## BASES FOR DETERMINATION OF RENTALS AND VALUES

2. The rental value of real estate and chattels appurtenant thereto will be determined by adding (a) the annual furnished rental value in schillings of the real estate as determined by the Federal Ministry of Finance of the Austrian Government as of 1 June 1947, (b) estimated annual schilling cost of electricity, gas and water, (c) estimated annual schilling cost of such inspections and services as may be required by Austrian law and dividing the total in schillings by twelve to determine the monthly rate. This monthly schilling rate will be then computed in dollars at the agreed rate of exchange. In any case where the rental value of the real estate including (a), (b) and (c) above and chattels appurtenant thereto may not have been estimated as of 1 June 1947, the Federal Ministry of Finance agrees to establish not later than 31 July 1947 a value in accordance with practices and similar valuations in effect as of 1 June 1947.

3. The cost of public utility services, such as electricity, gas, and water, other than that which is included in rental agreements, will be in accordance with the rates in schillings prescribed by the Occupation Forces as of 1 June 1947.

4. The cost of personal services, other than that covered in rental agreements, will be in accordance with the wage rates in schillings prevailing at the time in the general locality where the services are performed and as may be negotiated with the appropriate officials.

5. The cost of supplies in Austria will be at prevailing prices which have been approved by the Office of Price Control of the Austria Government.

6. The Austrian Government agrees to maintain properties required for use by the United States Forces in Austria in a condition acceptable to the Commanding General, United States Forces in Austria. If, however, lack of materials or of articles necessary for proper maintenance of such properties prevent the Austrian Government from fulfilling its obligation in this respect, the United States Forces in Austria may make the necessary repairs and deduct the cost of same from the accrued and accruing rentals.

## ACCRUED OR PENDING CLAIMS

7. For various valuable considerations, receipt of which is acknowledged by the Austrian Government, the said Austrian Government hereby acknowledges and assumes full and complete responsibility for the adjudication and for the appropriate payment of all such claims against the United States arising out of the use by the United States Forces in

Austria, of real estate in Austria, loss, damage to or destruction of fixtures and chattels appurtenant thereto; and loss, damage to or destruction of real, personal, and mixed property, as may have accrued during the period 9 April 1945 and 30 June 1947 inclusive as to both dates, without regard to the nationality of the person asserting the claim, thereby relieving the United States of all liability to receive, adjudicate and settle claims of that nature.

#### RESERVATIONS

8. The United States Forces in Austria reserves all right, title, and interest in fixtures which are the property of the United States Government and which have been installed in real estate heretofore requisitioned, and in all fixtures hereafter installed and paid for by the United States Forces in Austria, except when the value of the same shall be charged against the rental of the property in which installed or included in a single payment settlement to the Austrian Government of outstanding obligations.

9. None of the terms or provisions of this instrument shall be interpreted or construed in such a manner as to limit or abrogate the rights and powers vested in the Commanding General, United States Forces in Austria, and the High Commissioner, whether or not the functions of those offices be combined in one and the same individual, under the Allied Control Agreement.

10. The Austrian Government agrees that, without the express consent of the Commanding General, United States Forces in Austria, or of the United States High Commissioner, no law it has heretofore enacted or may hereafter enact to ration and limit the use of electricity, gas, and water shall apply to the use thereof by the United States Forces in Austria, but that those utilities will be furnished, without restriction other than those imposed by an act of God, in accordance with paragraph 3 hereof.

11. The Austrian Government further agrees that during the presence in Austria of representatives of the United States in connection with the Occupation of Austria it will enter into agreements with any other United States Government agency now or hereafter requiring real estate and chattels appurtenant thereto, identical to this agreement unless more favorable terms are offered by the Government of Austria.

12. The Austrian Government hereby agrees that it will not cause nor permit the destruction, removal or exchange of any chattels, furniture, fixtures or accessories in real property the subject of this agreement or of

agreements entered into between the agents of the Austrian Government and the United States Forces in Austria in conformity with this agreement.

13. This agreement shall be binding upon the parties hereto as of 1 July 1947 and until revised in whole or in part or abrogated by mutual agreement.

14. The Austrian Government recognizes that after 1 July 1947 there will be need by the United States Government for Austrian schillings and to protect the United States, the Austrian Government agrees to repurchase from the United States Government upon presentation such schillings at a price not less favorable than the price the United States was required to pay for same. Such purchases by the United States will be made from the National Bank of Austria.

15. This English text in 4 pages, including this one, is agreed upon as the official language of this agreement, but a translation into German will be made.

IN WITNESS WHEREOF the parties hereto by their duly authorized representatives hereunto subscribe their names at Vienna, Austria, this 21st day of June, anno domini one thousand nine hundred and forty-seven.

For the Federal  
Government of Austria :  
FRIGL Leopold  
Chancellor for the  
Federal Government  
of Austria

For the United States  
Forces in Austria :  
Geoffrey KEYES  
Lieutenant General, USA  
Commanding U.S. Forces  
in Austria