

No. 876

UNITED STATES OF AMERICA
and
FRANCE

Agreement for free entry and free inland transportation of relief supplies and packages. Signed at Paris, on 23 December 1948

Agreement extending the application of the above-mentioned agreement to Algeria, Tunisia and the French Zone of Morocco. Signed at Paris, on 31 January 1950

Official texts : English and French.

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

ÉTATS-UNIS D'AMÉRIQUE
et
FRANCE

Accord relatif à l'entrée en franchise et au transport intérieur gratuit des approvisionnements et paquets de secours. Signé à Paris, le 23 décembre 1948

Accord étendant l'application de l'Accord mentionné ci-dessus à l'Algérie, la Tunisie et la zone française du Maroc. Signé à Paris, le 31 janvier 1950

Textes officiels anglais et français.

Enregistrés par les Etats-Unis d'Amérique le 18 juillet 1950.

No. 876. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE FRENCH REPUBLIC FOR FREE ENTRY AND FREE INLAND TRANSPORTATION OF RELIEF SUPPLIES AND PACKAGES. SIGNED AT PARIS, ON 23 DECEMBER 1948

The Government of the United States of America and the Government of the French Republic, desirous of giving effect to Article VI, Paragraph 2, and Article IV, Paragraph 5, of the Economic Cooperation Agreement between France and the United States of America, signed on June 28, 1948,² agree as follows :

Article I

DUTY-FREE ENTRY

The French Government shall accord duty-free entry into Metropolitan France of :

1. Supplies of Relief Goods and Standard Packs donated to or purchased by United States voluntary nonprofit relief agencies qualified under Economic Cooperation Administration (hereinafter referred to as ECA) regulations and consigned to such charitable organizations (including French branches of these agencies), as have been or hereafter shall be approved by the French Government;

2. Relief Packages from residents of the United States sent by parcel post or other commercial channels to individuals residing in Metropolitan France whether privately packed or by order placed with a commercial firm;

3. Standard Packs put up by United States voluntary nonprofit relief agencies, or their agents, qualified under ECA regulations, for the account of persons residing in the United States and addressed to individuals residing in Metropolitan France.

¹ Came into force on 23 December 1948, as from the date of signature, in accordance with article VI.

² United Nations, *Treaty Series*, Volume 19, page 9, and Volume 34, page 418.

Article II

CONTENTS OF DUTY-FREE SHIPMENTS

1. Relief Packages and Standard Packs, as referred to in Article I, shall contain only non-perishable food; clothing and shoes for every day use; clothes-making and shoe-making materials; mailable medical and health supplies the admission of which is permitted under French regulations and household supplies and utensils : expressly excluding

- (a) tobacco, cigars and cigarettes
- (b) alcohol and alcoholic beverages
- (c) luxury clothing; hides, furs, textiles of silk or nylon, gloves or other articles of like nature

and, furthermore, any goods which are not qualified for ocean freight subsidy under the ECA act and regulations issued by the Administrator thereunder.

Such Relief Packages and Standard Packs shall not exceed, in any case, 44 lbs. in weight and shall be intended only for the personal use of the addressee and his immediate family.

2. Relief Goods, as referred to in paragraph 1 of Article I, may include products and articles permitted in Relief Packages and Standard Packs and also, upon special authorization of the French Customs Administration at the request of the charitable organizations (including French branches of United States voluntary nonprofit relief agencies) to which such goods are consigned, may include any product or article which is not expressly specified in sub-paragraphs (a), (b), and (c) of paragraph 1 above.

Article III

FURTHER PROVISIONS REGARDING DUTY-FREE ENTRY

1. The French Government may limit the quantities of any product or article which may be included in any Relief Package or Standard Pack and the number of Relief Packages or Standard Packs which any one addressee may receive free of duty in any month. Relief Packages and Standard Packs containing quantities of any product or article in excess of such limitations or those for any one addressee in excess of the maximum monthly number or quantity so prescribed will not be entitled to duty-free entry.

The French Government will give reasonable notice to the ECA Special Mission to France of any such proposed limitations.

2. Relief Packages, as referred to in paragraph 2 of Article I, must be accompanied by detailed description of contents and declaration of value and shall be labelled "U.S.A. Gift Parcel."

3. Recipients of Relief Packages and Standard Packs must be able to furnish proof, at the request of the French Customs Administration, that no person residing in France has directly or indirectly made payment therefor in France or abroad.

4. The French Customs Administration may exclude from the benefit of this agreement all Relief Packages forwarded by commercial firms which accept unlawful settlement in payment therefor or which, in France, advertise or take other steps to obtain orders for Relief Packages to be paid for by French addressees.

Article IV

REIMBURSEMENT OF TRANSPORTATION COSTS

Costs of transportation in Metropolitan France (as defined in Paragraph 5 of Article IV of the Economic Cooperation Agreement) of shipments which are accorded duty-free entry in accordance with the above provisions will be reimbursed under the following conditions:

1. The cost of transportation of packages sent by United States parcel post will be computed by the French Postal Administration in conformity with the agreements, rules and regulations of the International Postal System in effect at the time of forwarding. Such costs will be reimbursed to the French Postal Administration out of the special account provided for in Article IV of the Economic Cooperation Agreement (hereinafter referred to as the Special Account) and no claim for such costs will be made against the United States Government.

2. The cost of transportation of Relief Goods and Standard Packs despatched from the United States by any normal commercial channel and forwarded in France to the final addressee by an agent (approved by the shipper and by the French Government) by means of a French public or contract carrier or by other means of transport arranged by such agent will be reimbursed to such agent by the French Government out of the Special Account upon presentation of adequate documentation.

3. The cost of transportation of Relief Goods and Standard Packs as referred to in paragraph 1 of Article I dispatched from a country other than the United States by any normal commercial channel and forwarded in France to the final addressee by an agent (approved by the shipper and by the French Government) by means of a French public or contract carrier (other than the French Postal Administration) or by other means of transport arranged by such agent will be reimbursed to such agent by the French Government out of the Special Account upon presentation of adequate documentation.

4. If, in the case of any such shipments as are referred to in paragraphs 2 and 3 next preceding, the carrier, by arrangement with the shipper or such agent, has forwarded such shipments without requiring payment of the cost of transportation, the French Government will reimburse the carrier for the cost thereof out of the Special Account upon presentation of adequate documentation, including verification by such agent.

Article V

AUDITING OF REIMBURSEMENTS

The French Government, when reimbursements provided for in Article IV have been made, will submit to the ECA Special Mission to France, with a copy to the Controller, ECA Washington, monthly statements of the amounts so expended, in form mutually satisfactory to the French Government and said Mission. Each such statement shall at least show the total weight carried and the charges therefor, and adjustments shall be made to the Special Account if shown to be required by ECA audit.

Article VI

PERIOD OF AGREEMENT

This agreement shall come into effect

1. Immediately, insofar as the provisions with regard to duty-free entry are concerned;

2. As of June 28, 1948, insofar as the provisions for the reimbursement of costs of transportation of Relief Goods and Standard Packs as referred to in paragraphs 1 and 3 of Article I are concerned; and immediately insofar as the provisions for the reimbursement of costs of transportation of Relief Packages as referred to in paragraph 2 of Article I are concerned;

and shall remain in force, subject to such prior termination or modification as may be agreed upon between the Government of the United States and the Government of France, for the same period as the Economic Cooperation Agreement of June 28, 1948.

IN WITNESS THEREOF the respective plenipotentiaries have affixed their signatures and seals to the present agreement.

DONE, at Paris, in duplicate, in the English and French languages, both texts authentic, this 23d day of December, 1948.

For the Government of the
United States of America
Jefferson CAFFERY [SEAL]
David K. E. BRUCE [SEAL]

For the Government of the
French Republic :
SCHUMAN [SEAL]

AGREEMENT¹ EXTENDING THE APPLICATION OF THE AGREEMENT OF 23 DECEMBER 1948 TO ALGERIA, TUNISIA AND THE FRENCH ZONE OF MOROCCO. PARIS, 31 JANUARY 1950

The Government of the United States of America and the Government of the French Republic, desirous of extending the Agreement, signed December 23, 1948², giving effect to Article VI, paragraph 2, and Article IV, paragraph 5, of the Economic Cooperation Agreement between the United States of America and France,³ agree as follows :

Article I

DUTY-FREE ENTRY

The French Government shall accord duty-free entry into Algeria and Tunisia of

- (a) shipments of supplies of Relief Goods and Standard Packs donated to or purchased by United States voluntary nonprofit relief agencies qualified under Economic Cooperation Administration (hereinafter referred to as ECA) regulations and consigned to such charitable organizations (including branches of these agencies located in said territories) as have been or hereafter shall be approved by the French Government;
- (b) Relief Packages from Residents of the United States sent by parcel post or by any other commercial means of transport to individuals residing in said territories, whether privately packed or by order placed with a commercial firm;

¹ Came into force on 31 January 1950, as from the date of signature, in accordance with article VI.

² See page 172 of this volume.

³ United Nations, *Treaty Series*, Volume 19, page 9, and Volume 34, page 418.

- (c) Standard Packs put up by United States voluntary nonprofit relief agencies, or their agents qualified under ECA regulations, for the account of persons residing in the United States and addressed to individuals residing in said territories.

Article II

FURTHER PROVISIONS REGARDING DUTY-FREE ENTRY

The provisions of Articles II and III of the Agreement of December 23, 1948, shall apply to shipments admitted free of duty by virtue of Article I of this Annex.

Article III

REIMBURSEMENT OF TRANSPORTATION COSTS

Costs of transportation (as defined in paragraph 5 of Article IV of the Economic Cooperation Agreement) within Algeria and Tunisia will be reimbursed under the following conditions:

1. The costs of transportation of packages sent by United States parcel post will be reimbursed out of the Special Account referred to in paragraph 1 of Article IV of the Agreement of December 23, 1948 under the conditions stipulated in said paragraph.

2. The costs of transportation of Relief Goods and Standard Packs despatched from the United States by any normal commercial channel and forwarded to the final addressee residing in Algeria or Tunisia by an agent (approved by the shipper and by the French Government) by means of a French public or contract carrier or by other means of transport arranged by such agent will be reimbursed to such agent by the French Government out of the Special Account upon presentation of adequate documentation.

3. If, by arrangement with the shipper or such agent, the carrier has forwarded such shipments without requiring payment of the cost of transportation, the French Government will reimburse the carrier for the cost thereof out of the Special Account upon presentation of adequate documentation, including verification by such agent.

4. In case the course of transit from the United States to Algeria or Tunisia includes any transit within Metropolitan France or from Metropolitan France to Algeria or Tunisia, the costs of transportation to be reimbursed by the French Government out of the Special Account shall not, in any case, include the costs of transportation within Metropolitan France or from Metropolitan France to Algeria or Tunisia.

Article IV

FRENCH ZONE OF MOROCCO

DUTY-FREE ENTRY AND REIMBURSEMENT OF TRANSPORTATION COSTS

The French Government shall accord duty-free entry into the French Zone of Morocco and will reimburse costs of transportation within the limits of that zone for goods of the types specified in Article I of this Annex, subject to the provisions of Articles I, II and III of this Annex in regard to supplies sent from the United States to Algeria and Tunisia, but subject to the further condition that such duty-free entry and reimbursement of costs of transportation shall be applicable only to goods which are exempt from payment of customs duties by virtue of the provisions of Article No. 206 of the Customs Regulations of Morocco or any amendment thereof or by virtue of any law or regulation of the same purport.

Article V

AUDITING OF REIMBURSEMENTS

The provisions of Article V of the agreement of December 23, 1948 shall apply to payments effected in accordance with this Annex.

Article VI

PERIOD OF AGREEMENT

The provisions of this Annex

1. Shall come into effect immediately, except that the provisions of paragraph 2 of Article III, as applicable to Algeria, Tunisia and the French Zone of Morocco, shall come into effect as of June 28, 1948; and
2. Shall remain in force, subject to such prior termination as may be agreed upon by the Government of the United States and the Government of France, for the same period as the Economic Cooperation Agreement of June 28, 1948, Provided, However, That the application of the provisions of this Annex to the French Zone of Morocco shall, in any case, terminate if and when the provisions of said Article No. 206 of the Customs Regulations of Morocco, as the same may be amended, or of any law or regulation of the same purport shall cease to be in force in the French Zone of Morocco.

IN WITNESS WHEREOF the plenipotentiaries of the respective Governments have affixed their signatures and seals to the present agreement.

DONE, at Paris, in duplicate, in the English and French languages, both texts authentic, this 31st day of January, 1950.

For the Government of the
United States of America:

David BRUCE
Barry BINGHAM

For the Government of the
French Republic:

p. c.
Pierre SCHNEITER