

No. 1412

**SAUDI ARABIA
and
UNITED STATES OF AMERICA**

**Exchange of notes (with annex) constituting an agreement
concerning Dhahran airfield. Mecca and Jidda, 18 June
1951**

Official texts: English and Arabic.

Registered by Saudi Arabia on 20 September 1951.

**ARABIE SAOUDITE
et
ÉTATS-UNIS D'AMÉRIQUE**

**Échange de notes (avec annexe) constituant un accord
relatif à l'aérodrome de Dhahran. La Mecque et
Djiddah, 18 juin 1951**

Textes officiels anglais et arabe.

Enregistré par l'Arabie saoudite le 20 septembre 1951.

No. 1412. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN SAUDI ARABIA AND THE UNITED STATES OF AMERICA CONCERNING DHAHRAN AIRFIELD. MECCA AND JIDDA, 18 JUNE 1951

I

MINISTRY FOR FOREIGN AFFAIRS
MECCA

13th Ramadan 1370
18th June, 1951

1/2/8/646

Your Excellency,

I have the honor to inform Your Excellency that as of this date the Agreement between the Government of the Kingdom of Saudi Arabia and the Government of the United States of America concerning Dhahran Airfield, concluded on June 23, 1949, as extended, will be terminated. In view of the desire of the Government of Saudi Arabia to offer to the Government of the United States of America certain facilities after that date, I have the honor to transmit to Your Excellency herein below the provisions upon which agreement was reached for the continuation of the use of facilities and services at Dhahran Airfield by the transient and supporting aircraft of the Government of the United States, in accordance with the conditions mentioned in this letter. It is my hope that you will inform me in your reply of the approval thereof by the Government of the United States in order to consider this note and Your Excellency's reply an agreement committing the two parties.

1. The term Dhahran Airfield as used in this Agreement means the area of land located in the so-called Damman tracts measuring five statute miles on each side of a square with the center located at the terminal building of the existing airdrome.

2. (a). In accordance with the request of the Saudi Arabian Government, the Government of the United States agrees to send, at its expense, to

¹ Came into force on 18 June 1951, by the exchange of the said notes.

Dhahran Airfield a Mission to be employed for training Saudi nationals and for organizing the operations of the Dhahran Airport technical administration.

(b). The number of the members of the Mission will be determined by request of the head of the Mission and approval thereof by the Saudi Arabian Minister of Defense. Such specification in numbers of personnel will be reviewed from time to time in the light of developing circumstances and requirements.

(c). The Mission referred to in paragraph (a) above is permitted to employ an additional number of civilians on the airfield on condition that such civilians shall be the subjects of the Kingdom of Saudi Arabia or the subjects of the United States or the subjects of a third State friendly to both, and that the number of non-Saudi personnel will be determined by request of the Mission and approval of the Saudi Arabian Minister of Defense. Such specification in numbers of personnel will be reviewed from time to time in the light of developing circumstances and requirements.

(d). It is provided that there must not be among members of the Mission or among the other employees any individual who is objectionable to the Saudi Arabian Government, and that the Government of the United States will submit a detailed list of the names and identity of these personnel and employees.

(e). If the Saudi Arabian Government requests the Mission to send out or replace any of its personnel or employees whom the Saudi Arabian Government does not desire to remain in the country, the Mission will carry out such request promptly.

3. (a). United States aircraft are permitted to use the Saudi Arabian Government Airport at Dhahran to land and take off for refueling and other technical services such as maintenance and repair.

(b). United States aircraft are permitted to fly over these air routes of Saudi Arabia of which the Saudi Arabian Government permits the use.

(c). United States aircraft are permitted to perform air rescue operations for aircraft which are in need of aid, upon notice to the Saudi Arabian Government. In performing such air rescue, vehicles and crash boats may be used to the extent necessary for air rescue operations.

(d). The number of aircraft which will be permitted to be based at Dhahran Airfield and which will be used for air rescue and other authorized operations will be determined by request of the United States Mission and approval of the Saudi Arabian Minister of Defense. Such specification in the number of aircraft will be reviewed from time to time in the light of developing circumstances and requirements.

4. In accordance with paragraph 23 of the existing Dhahran Airfield Agreement which states that all fixed installations and other property used in operation and maintenance of the airfield will be returned to the Saudi Arabian Government upon termination of the Agreement, and in view of the fact that the said Agreement is being terminated and that such installations and properties thereby revert to the Saudi Arabian Government, and, due to the desire of the Saudi Arabian Government to facilitate the errand of the Mission, it agrees to place at the disposition of the Mission at Dhahran Airfield, rent free, certain existing buildings and installations as specified in the list agreed upon by the appropriate authorities of the two Governments and approved by the Saudi Arabian Minister of Defense. This list will be reviewed from time to time in the light of developing circumstances and requirements.

5. (a). The United States Mission at Dhahran Airfield will perform the necessary technical operations, and such operations will be determined and agreed upon between the members of the Mission and the appropriate officials of the Saudi Arabian Government, and, after obtaining the approval of the Saudi Arabian Minister of Defense, the Mission will perform its duties on the base, provided that such duties will be reviewed from time to time subject to the technical developments and circumstances.

(b). The United States Mission is permitted to administer, at Dhahran Airfield only, and in addition to what is mentioned in paragraph (a), matters connected with United States military aircraft, the military personnel and the civilian employees of the Mission. The Mission at Dhahran Airfield will not act in any other matters except when specifically authorized by the Saudi Arabian Government.

(c). Civil aviation operations and all other aviation operations at Dhahran Airfield, with the exception of those mentioned in paragraphs 5 (a) and (b), will be administered by the Saudi Arabian Government under its responsibility. The Saudi Arabian Government will take the necessary action to prevent interference with the operation of United States aircraft as authorized under this Agreement. All regulations and instructions of the Saudi Arabian Government will be applied to civilian aircraft which are permitted by the Saudi Arabian Government to use Dhahran Airfield, including compliance by such aircraft with the international provisions which are accepted by the Saudi Arabian Government. The Saudi Arabian Government will also perform customs procedures, collection of fees, inspections, passport control and similar matters.

6. (a). To assure efficient operation and the furnishing of technical services at Dhahran Airfield to the best possible extent the United States Mission will be permitted to improve, alter, modify and replace buildings and facilities for improvement purposes or, after notifying the Saudi Arabian Government, and obtaining its approval, to construct such buildings and facilities at Dhahran

Airfield (including runways, taxiways, parking aprons, weather services, radio communications and navigational aids) as may be deemed necessary for the purpose of this Agreement. The Saudi Arabian Government will issue instructions to the appropriate authorities to prohibit the construction of buildings or obstacles for a distance of five kilometers in the plain west of the present airfield, and it will also issue instructions to prevent the construction of obstacles in the approaches to the runways.

(b). Such installations and constructions will become, as soon as they are established, the property of the Saudi Arabian Government. All fixed properties will also be considered as belonging to the Saudi Arabian Government as soon as they are established. The Saudi Arabian Government will permit such new installations and fixed items to remain at the disposition of the United States Mission during the period of this Agreement.

(c). It is agreed that the United States Mission will not remove any of the property and installations which have been installed and have become the property of the Saudi Arabian Government. In case the Mission replaces any installations or property which has become the property of the Saudi Arabian Government, then such replacements will become the property of the Saudi Arabian Government and the items which were removed will become the property of the United States Government.

(d). Neither the Mission nor the United States Government has the right to sell, lease, donate or pledge to a third party anything granted to it in this Agreement or which has been put at its disposition at Dhahran Airfield under this Agreement.

7. The Mission is permitted to employ radio codes.

8. The Mission may construct at the expense of the United States Government a railway spur to connect Dhahran Airfield with the railway which passes through the city of Dhahran. This spur will be considered as soon as constructed the property of the Saudi Arabian Government. The use of such spur during the period of this Agreement will be subject to a special agreement.

9. (a). The Saudi Arabian Government will accord exemption from customs duties, taxes and all Government charges on materials, equipment and supplies necessary for the construction, maintenance, supply and operation of the airfield, provided that the Mission will submit to the appropriate authorities of the Saudi Arabian Government the official bills of lading and manifests on the material, equipment and supplies imported for the operation and maintenance of Dhahran Airfield.

(b). The Saudi Arabian Government accords the military personnel of the Mission personal exemption from customs duties and Government charges for themselves or their personal effects which may be brought in for their personal use provided that such effects will be subject to submission of official bills of lading and manifests and provided that quantities of such effects will be within reasonable limits and that no such articles will be sold unless the appropriate authorities of the Saudi Arabian Government are informed in order that the applicable taxes may be collected. Civilians of United States nationality who are attached to the Mission will also be accorded exemption from customs duties, taxes and Government charges for themselves or on their personal effects which may be brought in for their personal use provided that such effects will also be subject to submission of official bills of lading and manifests and provided that the quantities of such effects will be within reasonable limits and that no such articles will be sold unless the appropriate authorities of the Saudi Arabian Government are informed in order that the applicable taxes may be collected.

(c). It is understood that the Mission will inform the appropriate authorities of the Saudi Arabian Government of anything the Mission may intend to sell in order that the applicable taxes may be collected.

(d). Subject to the provisions of paragraph 6 (b) the Mission may withdraw from Saudi Arabia any of those items which have been brought in after notifying the Saudi Arabian Government; if the United States has no special interest in using such items in some other place outside Saudi Arabia, these items will be offered for sale to the Saudi Arabian Government at a fair price. In case the Saudi Arabian Government does not wish to buy these items they may then be exported free of any export charges.

10. The Mission is permitted to receive its military mail and to send it to and from Dhahran Airfield exempt from customs duties provided that parcel post will be in accordance with the terms of paragraph 9 (a).

11. The members of the Mission, its personnel and employees may carry on any social activities on condition that they will take into account the local customs and laws in effect in Saudi Arabia.

12. (a). The complete authority and sovereignty inside and outside of Dhahran Airfield is the absolute right of the Saudi Arabian Government and it will make arrangements for guarding and maintaining the safety of the airport.

(b). The United States Mission will assign special guards for the installations which are used by the Mission and such guards will be responsible for such installations under their guard inside the airfield.

(c). The Mission shall comply with the request of the Director of the Dhahran Airport in appointing certain responsible persons from the Mission to accompany the Saudi patrol guards to identify members of the Mission and to cooperate during patrol duty.

13. (a). All United States military personnel, members of the Mission, and all civilian employees of the Mission who are United States nationals or the nationals of other friendly States and their dependents at Dhahran Airfield shall obey all applicable laws and regulations of the Kingdom of Saudi Arabia.

(b). Any offense committed by any of the individuals referred to in (a) with the exception of American military personnel will be subject to the local jurisdiction of the Kingdom of Saudi Arabia.

(c). Depending on international authority, the Saudi Arabian Government agrees that :

(i) If any member of the armed forces of the United States commits an offense inside Dhahran Airfield he will be subject to United States military jurisdiction.

(ii) In the case of any offense committed by a member of the armed forces of the United States outside Dhahran Airfield at Al Khobar, Dammam, Dhahran, Ras Tanura, the beaches south of Al Khobar to Half Moon Bay, and the roads leading to these places, the Saudi Arabian authorities will arrest the offender and after promptly completing the preliminary investigation will turn such person over to the Mission at Dhahran Airfield for trial and punishment under American military jurisdiction.

(iii) Any offense committed by a member of the armed forces of the United States outside the places mentioned in (i) and (ii) will be subject to the local jurisdiction of the Kingdom of Saudi Arabia.

(d). Claims for compensation for damages arising out of acts of members of the armed forces of the United States will be settled by agreement between the appropriate Saudi Arabian authorities and the Head of the Mission. In case no agreement is reached, settlement will be made through diplomatic channels.

14. Members, personnel and employees of the Mission who are United States nationals will be in possession of valid passports or identification papers to be presented to the appropriate authorities upon arrival at Dhahran Airfield. All of them must obtain Saudi visas from the point of departure, and if, for unavoidable reasons, it is impossible to obtain such visas, the Saudi Arabian Government will honor competent United States Government travel orders on condition that such persons are not undesirable. If anyone arrives without

having followed the said arrangement, he will be subject to the laws and regulations of the Saudi Arabian Government.

15. The United States Government agrees to provide the Saudi Arabian Government the following services :

(a) A military training program, the details of which will be agreed upon in a separate agreement and whereby an American military mission will be sent to Saudi Arabia.

(b) Training in the maintenance and operation of airfields to a maximum at one time of one hundred Saudi Arabian students selected by the Saudi Arabian Government. The Saudi Arabian Government will select from these students, in consultation with the Mission, twenty Saudi Arabian students to pursue at United States Air Force schools in the United States advanced technical training in airfield operation and maintenance, under conditions embodied in the attached annex. Saudi Arab students of the Training Mission who have completed a course of technical training in United States schools and who have been found fully qualified in their technical specialty will, to the maximum degree possible, be given consideration and priority for employment at Dhahran Airfield. Every opportunity will be taken to increase the training and experience of these advanced graduates to the degree where they will be capable of administering and operating the international airports of Saudi Arabia. Rates of pay will be on the same scale as others of equal qualifications.

(c) In cases of emergency the United States will provide Saudi Arabia for its state-owned aircraft at delivery cost price, aircraft parts, including engines, when such parts can be made available from stock at Dhahran Airfield. In the event that such parts cannot be made available at Dhahran Airfield, the United States will assist Saudi Arabia in procuring them from commercial sources.

(d) The Mission will make available, within the capabilities of its facilities in operation at Dhahran Airfield, its weather services, radio communications, air rescue and aircraft operation services for the use of civilian aircraft which are authorized by the Saudi Arabian Government to use Dhahran Airfield.

(e) The United States Mission will provide to the best of its ability and within its capabilities at Dhahran Airfield medical treatment and dispensary services for Saudi Arabian nationals who are employees of the United States Mission and for Saudi members and students of the United

States Training Mission. In the event of epidemic or infectious diseases the United States Mission will assist the Saudi Arabian Government to the extent possible to combat the situation.

16. Upon the termination of this Agreement, the Mission will return to the Saudi Arabian Government in sound operating condition all fixed installations, properties and equipment of which it makes use in the operation and maintenance of Dhahran Airfield.

17. (a). The Mission is permitted to construct wells, water reservoirs or dams to insure an ample supply of water for Dhahran Airfield.

(b). The Mission will undertake, in cooperation with the appropriate Saudi authorities, to take such steps as may be mutually agreed upon to improve health and sanitation in areas contiguous to Dhahran Airfield.

18. The Mission is permitted to contract for any construction work at Dhahran Airfield authorized by this Agreement without restriction as to choice of contractor provided that the contracting firm or the people working with it will not be unacceptable to the Saudi Arabian Government. So far as may be practicable, Saudi nationals will be given preference in employment and contracts.

19. Nothing in this Agreement shall be interpreted or construed to infringe or detract in any way from the complete and absolute sovereignty of the Saudi Arabian Government over Dhahran Airfield, nor does it include any authorization whatsoever which would for any reason permit flying over, landing or conducting any aviation operations over or near the Holy Places or over any prohibited areas.

20. This Agreement shall come into force as of this date, shall continue in force for a period of five years, and shall remain in force for an additional period of five years thereafter unless, six months prior to the termination of the first five-year period, either party to the Agreement gives to the other notice of intention to modify or terminate the Agreement.

Please accept my best greetings.

(Signed) FEISAL
Minister for Foreign Affairs

His Excellency
The Ambassador of the United States of America
Jidda

ANNEX

The following are the conditions covering the training of Saudi Arabian students in the United States as specified in paragraph 15 (b) :

1. Transportation from Dhahran to the United States and return will be furnished by the United States Air Force via military aircraft at no cost to the Saudi Arabian Government. Travel within the United States will be at the expense of the Saudi Arabian Government although the United States Air Force will render all advice and assistance to trainees.
2. Saudi students will mess at their own expense on a cost basis at Officers' Messes at the established local rates.
3. Where quarters are available, they will be furnished on a scale equivalent to that authorized officers of the United States Air Force. No reimbursement will be made to the United States for this service. Where quarters are not available, the officer trainee or the Saudi Arabian Government will make their own arrangements at no cost to the United States Government.
4. All training will be without cost to the Saudi Arabian Government except as herein provided. Special clothing and equipment required for the prescribed training courses will be furnished for use during the training course upon a temporary loan basis at no cost to the Saudi Arabian Government.
5. Commissary, post exchange and similar privileges which are ordinarily available to officers of the United States Air Force will be extended to these trainees.
6. Medical care will be furnished when available on the same basis as furnished United States Air Force personnel, at no cost to the Saudi Arabian Government other than for subsistence.

II

AMERICAN EMBASSY

Jidda, June 18, 1951

Your Royal Highness :

I have the honor to acknowledge the receipt of Your Highness' note of this date reading as follows :

[See note I and annex]

I have been authorized to inform Your Royal Highness of my Government's agreement to your proposal that your note and this reply should constitute an Agreement between our two Governments effective as of this date.

Please accept, Your Highness, the assurances of my highest consideration.

(Signed) Raymond A. HARE

His Royal Highness Prince Feisal
Minister for Foreign Affairs
Jidda
