

No. 1906

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**UNITED STATES OF AMERICA  
and  
SAUDI ARABIA**

**Exchange of notes constituting an agreement relating to  
mutual defense assistance. Jidda and Mecca, 18 June  
1951**

*Official texts: English and Arabic.*

*Registered by the United States of America on 14 October 1952.*

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

**Échange de notes constituant un accord relatif à l'aide  
pour la défense mutuelle. Djeddah et La Mecque,  
18 juin 1951**

*Textes officiels anglais et arabe.*

*Enregistré par les États-Unis d'Amérique le 14 octobre 1952.*

No. 1906. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN THE UNITED STATES OF AMERICA AND SAUDI ARABIA RELATING TO MUTUAL DEFENSE ASSISTANCE. JIDDA AND MECCA, 18 JUNE 1951

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I

*The American Ambassador to the Saudi Arabian Minister for Foreign Affairs*

THE FOREIGN SERVICE  
OF THE UNITED STATES OF AMERICA  
AMERICAN EMBASSY

Jidda, June 18, 1951

Your Royal Highness :

1. In view of the friendship existing between the Government of Saudi Arabia and the Government of the United States of America, in pursuance of conversations which have been held over a considerable period of time regarding the desire of Saudi Arabia to obtain military arms and equipment from the United States, and in confirmation of recent discussion with representatives of the Government of Saudi Arabia regarding the extending of procurement assistance to Saudi Arabia for the transfer of military supplies and equipment, I have the honor to confirm that by executive decision of the President of the United States Saudi Arabia has been found eligible for such assistance under Section 408 (E) of the Mutual Defense Act of 1949 (Public Law 329, 81st Congress)<sup>2</sup> as amended by Public Law 621, 81st Congress,<sup>3</sup> which provided *inter alia* for the extending of procurement assistance to a nation whose ability to defend itself, or to participate in the defense of the area of which it is a part, is important to the security of the United States.

2. I understand that the Government of Saudi Arabia desires to take advantage of such procurement assistance and to have sent to it a United States Army, Navy and Air Force group to come to agreement with the appropriate Saudi Arabian authorities on the training program and the phasing of deliveries of arms and equipment required by the Saudi Arabian Government.

3. The cost of supplies or equipment provided by procurement assistance shall be the fair value as determined by the President of the United States under the terms of the Act.

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

<sup>2</sup> United States of America, 63 Stat., Pt. 1, p. 720.

<sup>3</sup> United States of America, 64 Stat., Pt. 1, p. 373.

4. The United States Government, in addition to providing the procurement assistance mentioned above, as indicated in paragraph 15 (a) of the Embassy's note of this date, is prepared to make available adequate numbers of qualified United States Army, Navy and Air Force personnel to provide training in the use of equipment acquired under procurement assistance as well as for tactical training. Certain expenses of the United States personnel assigned for these purposes will be borne by the United States Government. These expenses will include payment of salaries of such personnel, allowances, per diem and other concomitants of military duty.

5. The United States Government will, to the extent it is possible to do so, accept Saudi Arabian cadets of outstanding promise for study and training in the United States.

6. I understand your Government is prepared to agree to use such items as may be provided to foster international peace and security within the framework of the Charter of the United Nations; and moreover, that items to be provided by the United States Government are required by the Saudi Arabian Government to maintain its internal security, its legitimate self-defense or to permit it to participate in the defense of the area of which it is a part, and that it will not undertake any act of aggression against another state.

7. I understand also that your Government will obtain the consent of the Government of the United States prior to the transfer of title to or possession of any equipment and materials, information or services furnished, and that your Government will take measures to protect the security of any article, service or information furnished.

8. In order to pay for military assistance, the Saudi Arabian Government will open an irrevocable letter of credit in favor of the Secretary of State in a United States bank for the full cost, including accessorial and administrative expenses incident thereto of each order of equipment to be purchased when the order is made. Drafts on this letter payable to the Treasurer of the United States will be drawn before equipment out of United States Government stock is transferred to the Saudi Arabian Government.

9. Regarding equipment for which orders must be placed with manufacturers, contracts will be placed in behalf of the Saudi Arabian Government by an agency of the United States Government. Payment for such equipment must therefore be arranged in advance in the same manner outlined above, including such amounts as may be required to defray progress payments on contract. It is understood that any damages resulting from cancellation of contract by the Saudi Arabian Government may be reimbursed by drawing upon the irrevocable letter of credit under reference. Any remaining funds will be returned to the Saudi Arabian Government. Similarly, refund will promptly be made of any deposits for material out of United States Government stocks

on which payment is made but transfer of which is not made by the United States Government.

10. The Government of Saudi Arabia will also understand that the Government of the United States necessarily retains the privilege of diverting items of equipment or of not completing services undertaken, if such action is dictated by considerations of national interest.

11. Under the established eligibility of Saudi Arabia under Section 408 (E) of the Mutual Defense Act, the foregoing conditions regarding the furnishing of procurement assistance would also be applicable to further requests of the Saudi Arabian Government additional to those which have been currently under discussion and on which agreement in principle has been reached. Compliance with such requests by the United States Government will be in accordance with its capabilities and existing legislation.

12. A reply by the Government of Saudi Arabia to the effect that these understandings are correct will be considered as constituting an agreement between our two Governments.

Accept, Your Royal Highness, the renewed assurance of my highest consideration.

Raymond A. HARR

His Royal Highness Prince Feisal  
Minister for Foreign Affairs  
Jidda

[TRANSLATION<sup>1</sup> — TRADUCTION<sup>2</sup>]

MINISTRY FOR FOREIGN AFFAIRS  
MECCA

Ramadhan 13, 1370  
June 18, 1951

No. 1/2/9/647

Excellency :

I have received Your Excellency's letter dated June 18, 1951 reading as follows :

[*See note I*]

It is my pleasure to inform Your Excellency that the Saudi Arabian Government agrees to all that was said in this letter.

Please accept my high respect.

FEISAL

His Excellency  
The Ambassador of the United States of America  
Jidda

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<sup>1</sup> Translation by the Government of the United States of America.

<sup>2</sup> Traduction du Gouvernement des États-Unis d'Amérique.