

No. 3075

**UNITED STATES OF AMERICA
and
FRANCE**

**Exchange of notes constituting an agreement relating to the
loan of an aircraft carrier to France. Washington,
2 September 1953**

Official texts : English and French.

Registered by the United States of America on 20 December 1955.

**ÉTATS-UNIS D'AMÉRIQUE
et
FRANCE**

**Échange de notes constituant un accord relatif au prêt d'un
porte-avions à la France. Washington, 2 septembre 1953**

Textes officiels anglais et français.

Enregistré par les États-Unis d'Amérique le 20 décembre 1955.

No. 3075. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND FRANCE RELATING TO THE LOAN OF AN AIR CRAFT CARRIER TO FRANCE. WASHINGTON, 2 SEPTEMBER 1953

N^o 3075. ÉCHANGE DE NOTES CONSTITUANT UN ACCORD² ENTRE LES ÉTATS-UNIS D'AMÉRIQUE ET LA FRANCE RELATIF AU PRÊT D'UN PORTE-AVIONS À LA FRANCE. WASHINGTON, 2 SEPTEMBRE 1953

I

The Secretary of State to the Chargé d'Affaires ad interim of the French Republic

DEPARTMENT OF STATE, WASHINGTON

September 2, 1953

Sir :

I refer to recent conversations between representatives of our two Governments concerning a loan by the Government of the United States to the Government of France of the small aircraft carrier *Belleau Wood* (CVL-24). I also confirm the understandings reached as a result of those conversations, as follows :

1. The Government of France will retain possession of and will use this carrier in accordance with the conditions contained in the Mutual Defense Assistance Agreement between our two Governments signed on January 27, 1950,³ and amended on January 5, 1952,⁴ except that it may be assigned temporarily for use outside the North Atlantic area in accordance with the proposals contained in the French Embassy's note No. 307 to my Government, dated May 23, 1953.⁵

2. This loan shall remain in effect until six months after the cessation of hostilities in Indochina, as determined by the President of the United States, or until August 5, 1958, whichever is earlier. The Government of the United States may, however, request the return of the carrier at any earlier date if such action is necessitated by its own defense requirements, in which event the Government of France will promptly redeliver the vessel in accordance with paragraph 6 below.

3. The carrier, together with its available on-board spares and allowances, including consumable stores and fuel, will be delivered to the Government of France at such a place and time as may be mutually agreed upon, the delivery to be

¹ Came into force on 2 September 1953 by the exchange of the said notes.

² Entré en vigueur le 2 septembre 1953 par l'échange desdites notes.

³ United Nations, *Treaty Series*, Vol. 80, p. 171.

⁴ United Nations *Treaty Series*, Vol. 181, p. 177.

⁵ Not printed by the Department of State of the United States of America.

evidenced by a delivery certificate. The Government of France shall have the use of all outfitting, equipment, appliances, fuel, consumable stores and spares and replacement parts on-board the carrier at the time of delivery.

4. While the Government of France may place the carrier under the French flag, the title to the carrier, and to the appurtenances enumerated in paragraph 3 except fuel, consumable stores, spares and replacement parts, shall remain in the Government of the United States. The Government of France shall not, without the consent of the Government of the United States, relinquish physical possession of the carrier or any such appurtenances.

5. The Government of France renounces all claims which might arise against the Government of the United States in connection with the transfer, use or operation of the carrier and will save the Government of the United States harmless from any claim asserted by third parties in such connection.

6. Upon expiration of the loan as provided in paragraph 2, the carrier, unless lost, shall be redelivered at a place and time to be specified by the Government of the United States in substantially the same condition, except for fair wear and tear or for damage caused through enemy action, including action by hostile forces, as it was when transferred to the Government of France. Any appurtenances of the types enumerated in paragraph 3 on board the carrier at the time of redelivery shall, if they are not already the property of the United States, become the property of the United States. Should the carrier be damaged or lost through enemy action, including action by hostile forces, the Government of France shall be exempted from liability for such damage or loss. Should the carrier sustain damage from any cause, such as in the opinion of the Government of France renders it a total loss, the Government of France shall consult with the Government of the United States before declaring it a total loss. If the carrier is lost from causes other than enemy action, including action by hostile forces, or if it is not in substantially the same condition at the time of redelivery as it was when originally transferred and such condition is not the result of damage caused through enemy action, including action by hostile forces, the Government of France agrees to pay the Government of the United States fair and reasonable compensation as may be agreed upon.

I propose that, if these understandings meet with the approval of the Government of France, the present note and your note in reply will be considered as confirming these understandings in accordance with the last sentence of Article I, paragraph 1 of the Mutual Defense Assistance Agreement between our two Governments.

Accept, Sir, the renewed assurances of my highest consideration.

For the Secretary of State :

Livingston T. MERCHANT

The Honorable Jean Daridan

Chargé d'Affaires ad interim of the French Republic

forces adverses. Tout matériel énuméré au paragraphe 3 se trouvant à bord du porte-avions lors de sa restitution, deviendra, s'il ne l'est pas déjà, la propriété des États-Unis. En cas de perte ou de dommages dus à l'action de l'ennemi y compris l'action des forces adverses, le Gouvernement français sera relevé de toute responsabilité en ce qui concerne ces dommages ou cette perte. Au cas où des dommages quelconques amèneraient le Gouvernement français à considérer le porte-avions comme totalement perdu, le Gouvernement français devra consulter le Gouvernement des États-Unis avant de le déclarer comme une perte totale. Au cas où le porte-avions serait perdu pour des raisons autres que celles dues à l'action de l'ennemi y compris l'action des forces adverses, ou ne serait pas, au moment de la restitution, dans le même état général que lors du transfert, et si ce nouvel état ne provenait pas de dommages causés par l'action de l'ennemi y compris l'action des forces adverses, le Gouvernement français s'engage à verser au Gouvernement américain une compensation juste et raisonnable au sujet de laquelle les deux Gouvernements se seraient mis d'accord.

J'ai l'honneur de vous faire savoir que ces conditions reçoivent l'agrément du Gouvernement français et de vous faire connaître son accord pour que la présente lettre et la lettre que Votre Excellence m'a fait tenir soient considérées comme confirmant ces conditions, conformément à la dernière phrase de l'article I, paragraphe I, du Pacte de Défense et d'Assistance Mutuelle signé par nos deux Gouvernements.

Veillez agréer, Monsieur le Secrétaire d'État, les assurances renouvelées de ma très haute considération.

Jean DARIDAN
Chargé d'affaires de France

Son Excellence M. John Foster Dulles
Secrétaire d'État
Département d'État
Washington (D. C.)

[TRANSLATION¹ — TRADUCTION²]

The Chargé d'Affaires ad interim of France to the Secretary of State

EMBASSY OF FRANCE IN THE UNITED STATES

No. 514

Washington, September 2, 1953

Mr. Secretary of State :

I have the honor to refer to your letter of September 2 and to the recent conversations between our two Governments concerning the loan to France by the Government of the United States of the aircraft carrier *Belleau Wood* (CVL. 24).

¹ Translation by the Government of the United States of America.

² Traduction du Gouvernement des États-Unis d'Amérique.

I also have the honor to confirm to you the terms of the agreement to which those conversations led, namely :

[*See note I*]

I have the honor to inform you that these terms meet with the approval of the French Government, and to make known to you its agreement that the present note and the note which Your Excellency transmitted to me shall be considered as confirming these terms in accordance with the last sentence of Article 1, paragraph 1, of the Mutual Defense Assistance Agreement signed by our two Governments.

Accept, Mr. Secretary of State, the renewed assurances of my very high consideration.

Jean DARIDAN
Chargé d'Affaires ad interim of France

His Excellency John Foster Dulles
Secretary of State
Department of State
Washington, D. C.