

No. 3094

**GREECE
and
FRANCE**

Agreement concerning the repair of jet engines at Casablanca. Signed at Paris, on 8 February 1954

Official text: French.

Registered by Greece on 28 December 1955.

**GRÈCE
et
FRANCE**

Convention relative à la réparation de moteurs à réaction à Casablanca. Signée à Paris, le 8 février 1954

Texte officiel français.

Enregistrée par la Grèce le 28 décembre 1955.

[TRANSLATION — TRADUCTION]

No. 3094. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE KINGDOM OF GREECE AND THE GOVERNMENT OF THE FRENCH REPUBLIC CONCERNING THE REPAIR OF JET ENGINES AT CASABLANCA. SIGNED AT PARIS, ON 8 FEBRUARY 1954

The Government of the Kingdom of Greece, represented by His Excellency Mr. Raphaël Raphaël, Ambassador of Greece in Paris, hereinafter referred to as Greece, and the Government of the French Republic, represented by the Secretary of State for the Air Force, hereinafter referred to as France;

Both States being parties to the North Atlantic Treaty² and having entered into mutual defence agreements with the Government of the United States;

And desiring to make use, for the overhaul of, and for major and minor repairs to, jet engines owned by the countries signatories to the North Atlantic Treaty and in particular by Greece, of the facilities installed at Casablanca by the French Government with the assistance of the Government of the United States of America;

Have agreed as follows:

Article 1

France undertakes to overhaul and to carry out major and minor repairs to J. 33 A 35 jet engines sent carriage-free by Greece by air, sea, rail or road to the Atelier industriel de l'air de Casablanca (Casablanca repair shop), Gazes Airdrome, Casablanca.

Consequently, the transport of the jet engines from the country of ownership to Casablanca and back from Casablanca to the country of ownership shall be the responsibility of Greece. The Casablanca repair shop shall take delivery of the engines on arrival.

After overhaul, the Greek Government shall, through a qualified representative, take delivery of its jet engines at Casablanca.

Article 2

Greece undertakes to send appropriately packed the complete engines with all their accessories. The engines and accessories shall be accompanied

¹ Came into force on 8 February 1954, in accordance with article 14.

² United Nations, *Treaty Series*, Vol. 34, p. 243, and Vol. 126, p. 350.

by the original USAF documents concerning them, together with USAF Form 54 (unsatisfactory report).

Article 3

After the engines have been overhauled, repaired, inspected and tested, they shall be handed over on the premises of the Casablanca repair shop to a representative of Greece, who shall sign an official receipt. If, when the work is completed, no such representative is present, the Chief Inspector of the Casablanca repair shop shall be authorized to sign on his behalf. A copy of the official receipt shall be forwarded to the Greek Government.

Article 4

(a) During the time that France, for the purposes specified in article 1, is in possession of engines which are the property of Greece, France shall be responsible for the loss of, and/or any damage to, the said engines, on condition that such loss and/or damage are due to negligence on the part of its nationals; liability, however, shall in no event exceed the value of the engine and the packing case.

(b) Greece shall be liable without exception for all third-party claims arising from or relating to the use of an engine after it has been delivered to Greece.

(c) The Greek Government assumes complete liability for all hazards of any kind to which the representative of Greece referred to in article 3 may be exposed with respect to both personal injury and property damage.

Article 5

It is understood that all European nations to which military assistance has been given by the United States of America, as well as the Government of the United States of America itself, shall be considered to have equivalent rights to the use of the Casablanca facilities so long as the interests of mutual defence so require. Consequently, the repair or overhaul of engines sent to the repair shop by any one of the said countries shall as a rule be carried out according to the order of arrival except where export requirements necessitate some other arrangement. The repair shop shall ordinarily return the same engine as received unless otherwise provided by a later mutual agreement.

The Casablanca repair shop shall, however, be prepared to treat the engines received as interchangeable (i.e., as material entering into a pool and replaceable by similar material) and to return the overhauled engines to such nation and in such order of priority as may be prescribed by an appropriate international committee. It is understood, however, that any agreement for such re-allocation

of engines, to be concluded between the representatives of the nations permitted to use the repair shop, would be effective only in a case of urgency and in exceptional circumstances.

Article 6

The Casablanca repair shop will be able to receive engines for overhaul or repair starting on 1 July 1953 but cannot begin any overhaul until 1 February 1954.

In order to enable adequate provision to be made for the well-organized operation of the repair shop, the Greek Government shall officially communicate to the French Government, Secretariat of State for the Air Force, Technical and Industrial Section, before 1 January and 1 July of each year, the programme of repairs which it expects to entrust to the repair shop in each quarter of the three following years.

The said programme shall not be regarded as binding on the Greek Government as regards the French Government but shall be merely informative in character.

Article 7

The Casablanca repair shop shall do its utmost to return the overhauled engines within a period not ordinarily exceeding ninety days. The repair shop shall from time to time inform the Greek Government of the time during which engines received for overhaul in the course of the following six months will probably be out of service. It shall also provide information on the scrapping of engines regarded as non-repairable.

Article 8

The price of overhaul (comprising all expenses of the repair shop but exclusive of parts and accessories supplied by the Government of the United States of America) for every jet engine shall be computed in United States dollars, as money of account, and be fixed at \$2,500. Payment shall be made in French francs and as provided in the French-Greek payments agreement.¹

With respect to engines scrapped in the course of overhaul, the Greek Government shall pay only the amount of the expenses incurred by the Casablanca repair shop.

The cost of any repairs to packing is not included in the above-mentioned price and shall be reimbursed by the Greek Government.

Payment shall be made by means of a credit opened by the Greek Government with the Bank of France in favour of the Secretariat of State for the Air Force in Paris for an amount of 7 million francs, representing the cost of over-

¹ United Nations, *Treaty Series*, Vol. 91, p. 83.

haul of two-thirds of the total number of engines to be sent for overhaul in the twelve months following the entry into force of this contract.

The said credit shall be irrevocable, transferable and divisible and be valid for one year. It shall be renewed whenever the payments made under it have attained two-thirds of the total amount.

It shall be utilizable by the Secretariat of State for the Air Force on presentation to the Bank of France of the following documents:

1. the certificate of receipt specified in article 3;
2. the certificate of delivery given by the representative designated by the Greek Government;
3. a memorandum of the work done by the repair shop.

The above-mentioned cost of overhaul does not include the cost of parts necessary for the overhaul of the engines, or of modified or improved parts, as required by the Technical Orders of the USAF, necessary for repairing the engines.

A review of prices every six months shall specifically include the cost of alterations made during the previous six months. The relevant data cannot ordinarily be ascertained in less than six months.

The above-mentioned prices shall be in effect for a period of six months as from 1 October 1953, i.e., they shall apply to all engines arriving at the repair shop before 1 January 1954. At the request of either of the Parties, they may be modified at six-month intervals (on 1 January and 1 July) on condition that a specific proposal for an amended price is submitted, together with all the relevant data, not less than two months before the expiry of the current six-month period.

In that event, the amended price shall be the subject of a codicil to the present Agreement and shall apply to jet engines arriving at the repair shop after the expiry of the current six-month period. If no request for a price revision is submitted within two months of the expiry of the current six-month period, the prices in force for that period shall remain applicable to all the jet engines of the Greek Government which arrive at the repair shop during the following six-month period.

Article 9

SPARE PARTS

(a) Spare parts needed for overhaul and repairs, as well as parts needed in connexion with the technical improvements required by the Technical Orders of the USAF, shall be drawn from supplies provided free of charge by the United States as a form of mutual defence aid.

(b) The cost of parts or material which might have to be supplied by France from any other source shall be in addition to the prices mentioned in

article 5. Such parts or material shall be charged for at cost price, taking into consideration the cost of packing and transportation to Casablanca. These prices shall be uniformly increased by 10 per cent in order to allow for rejects and material unsold for various reasons, such as technical alterations and programme changes.

The above-mentioned 10 per cent increase may be amended as from 1 January 1954 by mutual agreement on a request submitted by France and accompanied by the necessary data on condition that the request is submitted before 1 November 1953.

The amended rate shall then apply to engines arriving at Casablanca as from 1 January 1954. The rate may subsequently be amended in the same manner at six-month intervals.

Article 10

If any engine suffers damage not due to negligence by France, as mentioned in article 4, and the overhaul or repairs cannot as a result be completed, only the cost of the work actually completed and of the parts supplied by France and the material actually consumed shall be charged to the account of Greece.

Article 11

The present Agreement shall be construed in accordance with French law.

Article 12

The French text of the agreement shall be regarded as the authentic text.

Article 13

The present contract shall remain in force for two years from the date of its entry into force. It shall be tacitly renewable for periods of one year at a time. Notice must be given at least sixty days before the expiry of the current period of validity by the contracting party desiring to terminate the Agreement.

If the United States of America ceases to supply the spare parts, the Agreement will have to be renegotiated.

Article 14

ARBITRATION

In the case of a dispute arising from the provisions and terms of the present Agreement, the Parties undertake to do their utmost to arrive at an amicable settlement before resorting to arbitration. If no agreement can be reached by

the Parties, the dispute shall be settled by three arbitrators, one each being chosen by each Party and the third by the two thus selected.

If the two arbitrators appointed by the Parties cannot agree or the choice of the third arbitrator, the latter shall be designated by the International Chamber of Commerce in Paris.

This Agreement shall come into force on 8 February 1954.

DONE in nine copies.

For the Greek Government:
(Signed) R. RAPHAËL

For the French Government:
Secretary of State for the Air Force