

No. 3507

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**UNITED STATES OF AMERICA  
and  
HEADQUARTERS OF THE SUPREME ALLIED  
COMMANDER ATLANTIC,  
UNDER THE NORTH ATLANTIC TREATY**

**Agreement (with exchange of letters) regarding the Headquarters of the Supreme Allied Commander Atlantic.  
Signed at Washington, on 22 October 1954**

*Official text: English.*

*Registered by the United States of America on 31 August 1956.*

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**ÉTATS-UNIS D'AMÉRIQUE  
et  
QUARTIER GÉNÉRAL DU COMMANDANT SUPRÊME  
DES FORCES ALLIÉES DE L'ATLANTIQUE,  
DANS LE CADRE DU TRAITÉ  
DE L'ATLANTIQUE NORD**

**Accord (avec échange de lettres) relatif au Quartier général du Commandant suprême des forces alliées de l'Atlantique. Signé à Washington, le 22 octobre 1954**

*Texte officiel anglais.*

*Enregistré par les États-Unis d'Amérique le 31 août 1956.*

No. 3507. AGREEMENT<sup>1</sup> BETWEEN THE UNITED STATES OF AMERICA AND THE HEADQUARTERS OF THE SUPREME ALLIED COMMANDER ATLANTIC, UNDER THE NORTH ATLANTIC TREATY,<sup>2</sup> REGARDING THE HEADQUARTERS OF THE SUPREME ALLIED COMMANDER ATLANTIC. SIGNED AT WASHINGTON, ON 22 OCTOBER 1954

The Government of the United States of America and the Headquarters of the Supreme Allied Commander Atlantic,

Considering that the general relations between the parties to the North Atlantic Treaty and the several Allied Headquarters have been defined in the Protocol to the Agreement between the Parties to the North Atlantic Treaty Regarding the Status of Their Forces,

Have agreed as follows in order to implement, interpret, and apply the said Protocol as it relates to the establishment and operation in the United States of the Headquarters of the Supreme Allied Commander Atlantic and Allied Headquarters immediately subordinate thereto which are or may be established in the United States :

*Definitions*

As used in this Agreement :

(a) "SACLANT" means the Supreme Allied Commander Atlantic;

(b) "Headquarters SACLANT" mean the Headquarters of the Supreme Allied Commander Atlantic;

(c) "Subordinate Headquarters" means the headquarters of any international commander immediately subordinate to the Supreme Allied Commander Atlantic which is located in the United States;

(d) "the Agreement" means the Agreement between the Parties to the North Atlantic Treaty Regarding the Status of Their Forces, signed at London on June 19, 1951;<sup>3</sup>

(e) "the Protocol" means the Protocol on the Status of International Military Headquarters set up pursuant to the North Atlantic Treaty, signed at Paris on August 28, 1952;<sup>4</sup>

<sup>1</sup> Came into force on 22 October 1954 by signature and, in accordance with article 7, became operative retroactively from 10 April 1954.

<sup>2</sup> United Nations, *Treaty Series*, Vol. 34, p. 243; Vol. 126, p. 350, and Vol. 243, p. 308.

<sup>3</sup> United Nations, *Treaty Series*, Vol. 199, p. 67.

<sup>4</sup> United Nations, *Treaty Series*, Vol. 200, p. 340.

(f) the expressions “force”, “civilian component”, and “dependent” shall have the same meanings as set out in Article 3 of the Protocol.

#### *Article 1*

The right of Headquarters SACLANT to acquire or dispose of interests in land in the United States will be exercised only after consultation with appropriate representatives of the United States Government.

#### *Article 2*

The powers vested in Headquarters SACLANT by Articles 10 and 11 of the Protocol may be exercised either directly by SACLANT or by any agent designated by him to act on his behalf.

#### *Article 3*

In accordance with Article IX, paragraph 5 of the Agreement, the United States will make available to members of a force or civilian component, and their dependents, medical and dental care, including hospitalization, under the same conditions as such care is made available to comparable personnel of the United States.

#### *Article 4*

In accordance with Article 8, paragraph 2 of the Protocol and Article XI, paragraph 4 of the Agreement, it is agreed that the United States will permit the importation, free of duty, by Headquarters SACLANT of reasonable quantities of supplies, provisions, and other goods for the exclusive use of Headquarters SACLANT, Subordinate Headquarters, members of the force, members of the civilian component, and their dependents. In connection with such importation, Headquarters SACLANT will comply with such procedures as may be mutually agreed upon between Headquarters SACLANT and the Treasury Department of the United States.

#### *Article 5*

Headquarters SACLANT and the Government of the United States shall make arrangements to give effect to the provision in Article 8 of the Protocol that Headquarters SACLANT and Subordinate Headquarters shall be relieved, so far as practicable, from duties and taxes affecting expenditures by them in the interest of common defense and for their official and exclusive benefit.

#### *Article 6*

(a) In accordance with Article 3, paragraph 2 of the Protocol and Article IX, paragraph 3 of the Agreement, the United States shall make available to Headquarters SACLANT and Subordinate Headquarters such existing unoccupied

buildings and grounds owned by the United States as may be agreed upon, as well as facilities and services connected therewith. These buildings and grounds, and any fixed facilities installed therein, shall be made available at no cost to Headquarters SACLANT as long as title thereto shall remain vested in the United States. If, at the request of either of the Parties and by agreement between them, the location of Headquarters SACLANT and Subordinate Headquarters should be changed, Headquarters SACLANT and Subordinate Headquarters will hand back these buildings, grounds and fixed installations to the United States within a reasonable time.

(b) All other facilities and services which may be required shall be made available at a rate no less favorable than the rate at which similiar facilities and services are charged to other United States activities by the agency of the United States furnishing such facilities and services.

#### *Article 7*

The present Agreement on the special conditions for the establishment and operation of Headquarters SACLANT and Subordinate Headquarters on the United States territory shall be effective as of April 10, 1954.

#### *Article 8*

The present Agreement shall remain in force so long as Headquarters SACLANT is located in the Continental United States. It may be revised at any time at the request of one of the Parties and by agreement between them.

IN WITNESS WHEREOF the undersigned duly authorized representatives have signed the present Agreement.

DONE at Washington, in duplicate, this twenty-second day of October, 1954.

For the Government of the United States of America :  
C. Burke ELBRICK

For the Headquarters of the Supreme Allied Commander  
Atlantic :  
Jerauld WRIGHT

## EXCHANGE OF LETTERS

## I

*The Secretary of Defense to the Supreme Allied Commander Atlantic*

THE SECRETARY OF DEFENSE  
WASHINGTON

October 22, 1954

Dear Admiral Wright :

I refer to the Agreement between the United States Government and the Headquarters of the Supreme Allied Commander Atlantic of 1954 in implementation of the Protocol on the Status of International Military Headquarters set up pursuant to the North Atlantic Treaty, signed at Paris on 28 August 1952. Article 5 of the Agreement provides that your headquarters and the United States will make arrangements to give effect to the provision in Article 8 of the Protocol that Headquarters SACLANT and Subordinate Headquarters shall be relieved, so far as practicable, from duties and taxes affecting expenditures by them in the interest of common defense and for their official and exclusive benefit. Since logistical support for your headquarters is currently being made available by the United States, the Department of Defense is prepared to employ the following procedure :

The United States, acting through the Department of the Navy or such other agency as may hereafter be designated, will, upon request of Headquarters SACLANT, provide equipment, materials, and services required for establishing, maintaining, and operating Headquarters SACLANT and Subordinate Headquarters, as defined in the agreement cited above. Such equipment, materials, and services shall be made available, against immediate reimbursement therefor in U.S. dollars, at prices not to exceed the gross cost to the United States Government and excluding identifiable Federal, State and local taxes and duties. To such prices will be added, where applicable, accessorial charges covering costs of such items as packing, crating, handling and transportation. Charges will not be made for administration, inspection and audit.

If this procedure is satisfactory, I would appreciate your confirmation of these arrangements.

Sincerely yours,

C. E. WILSON

Admiral Jerauld Wright, USN  
Supreme Allied Commander Atlantic  
Norfolk, Virginia

## II

*The Supreme Allied Commander Atlantic to the Secretary of Defense*

NORTH ATLANTIC TREATY ORGANIZATION  
HEADQUARTERS OF THE SUPREME ALLIED COMMANDER ATLANTIC  
NORFOLK 11, VIRGINIA, U.S.A.

22 October, 1954

Dear Mr. Secretary :

I am in receipt of your letter of October 22, 1954, in which you refer to the measures which the Department of Defense will take to give effect to Article 5 of the Agreement between the United States Government and the Headquarters of the Supreme Allied Commander Atlantic of 22 October 1954, in implementation of the Protocol on the Status of International Military Headquarters set up pursuant to the North Atlantic Treaty, signed at Paris on 28 August 1952.

The procedure which you propose in your letter is satisfactory. This headquarters will make prompt reimbursement in U. S. dollars for any equipment, materials, and services made available under these arrangements.

Sincerely yours,

Jerauld WRIGHT  
Admiral, U.S. Navy  
Supreme Allied Commander Atlantic

The Honorable the Secretary of Defense

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