

No. 3889

**UNITED STATES OF AMERICA
and
ITALY**

**Agreement concerning facilities for overhaul and repair
of jet engines in Torino, Italy. Signed at Rome, on
8 July 1955**

Official texts: English and Italian.

Registered by the United States of America on 19 June 1957.

**ÉTATS-UNIS D'AMÉRIQUE
et
ITALIE**

**Accord relatif à des services de revision et réparation de
moteurs à réaction à Turin (Italie). Signé à Rome, le
8 juillet 1955**

Textes officiels anglais et italien.

Enregistré par les États-Unis d'Amérique le 19 juin 1957.

No. 3889. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF ITALY CONCERNING FACILITIES FOR OVERHAUL AND REPAIR OF JET ENGINES IN TORINO, ITALY. SIGNED AT ROME, ON 8 JULY 1955

The Government of the United States of America and the Government of Italy,

Being among the parties to the North Atlantic Treaty, signed at Washington on the 4th April, 1949,² and having concluded at Washington on the 27th January, 1950 a Mutual Defense Assistance Agreement,³

Desiring to establish certain facilities for the major overhaul and (or) repair of J-47 type jet engines of the North Atlantic Treaty countries and certain other countries, pursuant to Article I of the Mutual Defense Assistance Agreement of 27th January, 1950,

Agree as follows :

Article I

The United States Government, in addition to those items which it has already provided to the Italian Government, proposes to provide under the Mutual Security Act certain special tools (jigs, dies, and fixtures) peculiar to the J-47 engine which are not presently available in Italy, and which are of a nature necessary to establish a facility in Torino, Italy, capable of the major overhaul and (or) repair of J-47 type jet engines in accordance with standards outlined in applicable United States Air Force Technical Orders. As hereinafter used in this agreement, the term "engines" or "jet engines" means only J-47 jet engines.

The United States Government also proposes to provide to the Italian Government an initial bin-stockage of spare parts for jet engines under its end-item program. Subsequent replacement of spare parts consumed from the bin-stockage will be furnished only until such time as European sources are developed. The transfer of the items which are mentioned in this paragraph shall commence at such time as the Italian Government has made arrangements which will assure the fulfillment of the objective of this agreement.

¹ Came into force on 8 July 1955, the date of signature, in accordance with article V.

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

³ United Nations, *Treaty Series*, Vol. 80, p. 145, and Vol. 238, p. 312.

The United States Government will provide the necessary technical assistance as determined by the United States Air Force for installing the J-47 overhaul equipment and during the initial operations of the facility.

The United States Government intends that this facility will be the European center for the major overhaul and (or) repair of J-47 type engines. However, this intention is without prejudice to the right of any country receiving J-47 type engines under the Mutual Defense Assistance Program to effect its own minor repairs to J-47 type engines. The United States Air Force in Europe proposes to make use of the facility for the major overhaul and (or) repair of J-47 type engines required by its own aircraft, provided the standard of overhaul meets USAF specifications and to the extent such use is considered to be technically and economically feasible. Moreover, the United States Government through its various defense assistance programs will encourage other governments which are recipients of these engines to utilize this facility. However, the United States Government does not guarantee the Government of Italy any minimum workload with respect to the overhaul or repair of J-47 type jet engines either from the United States Air Force in Europe or from other countries which are recipients of these engines under the Mutual Defense Assistance Program.

Article II

The Italian Government agrees that :

1. The tools, production equipment and spare parts received from the United States will be used in the establishment and operation of a facility, which will be located in an establishment designated by the Italian Government in Torino, for the major overhaul and (or) repair of jet engines. The Italian Government agrees to furnish all items not furnished by the U.S., such as machine tools, production and processing equipment, buildings, utilities, engineering services, etc., needed to complete and establish this facility as a going operation.

2. As regards prices charged, quantities, and delivery schedules, it will make available on a non-discriminatory basis to the U.S. and friendly foreign countries the end products and services of those facilities in which the U.S. Government has provided assistance.

3. The repair or overhaul of engines sent to the facility by any of the said countries will be performed under ordinary conditions in the order of receipt except where efficiency of operation requires other treatment. Unless a country which has sent to the facility jet engines for major overhaul shall assent to receive back an overhauled engine which is not necessarily the same engine which it has delivered to the facility, the facility will return the identical engine which was received. In emergency or extraordinary conditions, however, reallocation of engines may be made according to a precedence other than that of their receipt; this will be based on the decisions of an appropriate international committee, formed by representatives of the countries concerned.

4. Unit costs will be established for all overhaul work. To assist in the establishment of such unit costs, the United States Government agrees to make available to the Italian Government the results of its own experience in this connection in the establishment and maintenance of comparable facilities in the United States. The Italian Government will review unit costs every six months after the date they are first established for the purpose of taking account of the operating experience of those six months in determining the unit costs thereafter to be charged.

5. No charge of any kind for the use of the facility will be made at any time which is attributable in any way to the initial cost of the items provided by the United States Government. When the spare parts which, in accordance with Article I hereof, the United States Government will supply to the Italian Government are used in the repair and overhaul of engines, no charges will be made for them to the country which receives the benefit thereof. It is understood that no spare parts supplied under grant aid by the United States Government will be used for the major overhaul and (or) repair of engines of a country not eligible to receive Mutual Defense Assistance Program assistance at the time such major overhaul and (or) repairs are effected.

6. It will assure that the facility makes the necessary arrangements to secure and have on hand at such time as the U.S. ceases to furnish any particular parts as end-item aid under the MDAP, an adequate supply of such spare parts. The changeover will be effected in such a manner as to assure continuous operation of the facility. For such spare parts as are procured by the facility appropriate charges may be made to the ultimate consumer.

7. It will maintain this facility to which the U.S. has given assistance so that it will be in a condition to maintain or repair J-47 engines and components promptly. This facility may be used for purposes other than that described herein only when such use will not interfere with the ready availability of this facility for mutual defense purposes.

8. Title to any scrap which contains critical materials or used parts (which contain critical materials) developed out of equipment supplied under the Mutual Defense Assistance Program resulting from major overhaul and (or) repair of engines by the facility, which is needed by the United States, shall revert to the United States. Scrap as used in this paragraph means any non-reparable component of any engine. Such scrap will be delivered to a designated U.S. representative, free alongside ship in case ocean shipment is required or delivered free on board inland carrier or aircraft at ports or shipping points designated by agreement between the appropriate U.S. and Italian Government representatives. Any scrap resulting from the major overhaul and (or) repair of engines, which does not come within the definition of scrap in this paragraph, will be disposed of in such manner by the Italian Government as shall preclude

direct or indirect export to the Union of Soviet Socialist Republics or any of its satellite countries, including Communist China and Communist North Korea. Any scrap, disposition of which is made in Italy, will be channeled to support the defense program of that country or friendly countries.

9. The Italian Government will permit the importation, under customs surveillance and free from custom duties, of the engines which are to be repaired and overhauled, and also of the spare parts, special tooling and other equipment furnished by the U.S. or delivered by the U.S. for the establishment and operation of the overhaul facility.

The engines, imported as stated above, will be exported duty-free after repair or overhaul.

Article III

The Italian Government agrees that all J-33 type and J-65 type jet engines belonging to or under the control of the Italian Air Force requiring major overhaul will be sent to such sites as may be selected by the U.S. Commander-in-Chief, Europe. Since the Atelier Industriel de l'Air (AIA) facility in Casablanca, French Morocco, is the currently designated site for this work, the Italian Government further agrees to commence negotiations immediately with the French Government for the use of that facility.

Article IV

The Italian Government agrees to use all diligence to make contractual arrangements with countries other than the United States to which the United States has furnished military assistance. Such individual arrangements with the participating countries shall not provide a price for similar services to be rendered higher than the price which the Italian Government is obliged to pay.

Article V

This Agreement shall enter into force on the date of signature.

The terms of this Agreement may be reviewed at any time at the request of either Government.

This Agreement shall terminate on the date when the Mutual Defense Assistance Agreement terminates and without prejudice to obligations and liabilities which have then accrued pursuant to the terms of this Agreement.

IN FAITH WHEREOF, the undersigned representatives, duly authorized for that purpose, have signed the present Agreement.

DONE at Rome, Italy, in duplicate, in the English and Italian languages; both texts being equally authentic, this 8th day of July, 1955.

For the Government of the United States of America :

[SEAL] Elbridge DURBROW

For the Government of Italy :

[SEAL] Gen. S. A. Mario PEZZI