

No. 3904

**UNITED STATES OF AMERICA
and
FRANCE**

**Exchange of notes constituting an agreement relating to
the disposition of surplus equipment and materials
furnished by the United States under the mutual defense
assistance program. Paris, 23 September 1955**

Official texts: English and French.

Registered by the United States of America on 25 June 1957.

**ÉTATS-UNIS D'AMÉRIQUE
et
FRANCE**

**Échange de notes constituant un accord relatif à la liquida-
tion de l'équipement et du matériel en surplus fournis
par les États-Unis dans le cadre du programme d'aide
pour la défense mutuelle. Paris, 23 septembre 1955**

Textes officiels anglais et français.

Enregistré par les États-Unis d'Amérique le 25 juin 1957.

No. 3904. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND FRANCE RELATING TO THE DISPOSITION OF SURPLUS EQUIPMENT AND MATERIALS FURNISHED BY THE UNITED STATES UNDER THE MUTUAL DEFENSE ASSISTANCE PROGRAM. PARIS, 23 SEPTEMBER 1955

N° 3904. ÉCHANGE DE NOTES CONSTITUANT UN ACCORD² ENTRE LES ÉTATS-UNIS D'AMÉRIQUE ET LA FRANCE RELATIF À LA LIQUIDATION DE L'ÉQUIPEMENT ET DU MATÉRIEL EN SURPLUS FOURNIS PAR LES ÉTATS-UNIS DANS LE CADRE DU PROGRAMME D'AIDE POUR LA DÉFENSE MUTUELLE. PARIS, 23 SEPTEMBRE 1955

I

*The American Ambassador to the French
Minister of Foreign Affairs*

*L'Ambassadeur des États-Unis d'Amérique
au Ministre des affaires étrangères
de la République française*

THE FOREIGN SERVICE OF THE UNITED STATES OF AMERICA
AMERICAN EMBASSY

No. 95

Paris, September 23, 1955

My dear Mr. President :

I have the honor to refer to the conversations and correspondence between representatives of our two Governments concerning procedures to be established pursuant to paragraph 2 of the Agreement between our two Governments of January 5, 1952,³ executed in Paris by an exchange of notes of that date between the American Ambassador and the Minister of Foreign Affairs.

Paragraph 2 of that Agreement provides :

"The two Governments will establish procedures under which equipment and materials furnished by the Government of the United States under the Mutual Defense Assistance Act of 1949, as amended, or by either Government under the Mutual Defense Assistance Agreements of January 27, 1950,⁴ or December 23, 1950,⁵ other than equipment or materials furnished under terms requiring reimbursement, and no longer required

¹ Came into force on 23 September 1955 by the exchange of the said notes.

² Entré en vigueur le 23 septembre 1955 par l'échange desdites notes.

³ United Nations, *Treaty Series*, Vol. 181, p. 177.

⁴ United Nations, *Treaty Series*, Vol. 80, p. 171.

⁵ United Nations, *Treaty Series*, Vol. 185, p. 3, and Vol. 237, p. 319.

for the purposes for which originally made available will be offered for return to the Government which furnished such assistance for appropriate disposition.”

I understand that arrangements for the return of equipment and materials furnished under the Mutual Defense Assistance Agreement of December 23, 1950, are being established in Indochina by appropriate representatives of the Governments concerned.

I have the honor to propose the following procedures for the return of equipment and materials furnished under the Mutual Defense Assistance Agreement of January 27, 1950 :

1. The French Government will notify the United States Military Assistance Advisory Group of all equipment or materials furnished under the Mutual Defense Assistance Agreement of January 27, 1950, including items procured pursuant to the Lisbon and Pleven programs as well as under normal off-shore procurement (and other programs to which it may have been agreed that procedures under paragraph 2 of the Agreement of January 5, 1952, shall apply) which are no longer required in furtherance of the Mutual Defense Assistance Program for France. The Military Assistance Advisory Group may also draw to the attention of the French Government any such equipment or materials which it considers as no longer required for this purpose, in which case the two Governments will consult to decide on the return of such equipment or materials in accordance with the procedures set out in this Note.

2. The Government of the United States may accept title as owner of such equipment and materials for the purpose of transfer to a third country or for such other disposition as may be determined by the Government of the United States.

3. When the Government of the United States decides to take delivery of such equipment or materials, they will be delivered FAS (free alongside ship) whenever transportation by sea is considered by the Military Assistance Advisory Group to be in order, or, whenever sea transportation is not required, will be delivered FOB (free on board) inland carrier at a transportation point in France designated by the Military Assistance Advisory Group.

4. Equipment and materials covered by paragraph 1 above not accepted by the United States Government will be put to a use to be agreed upon by the French and American Governments.

5. Any salvage or scrap from equipment or materials furnished under the programs covered by paragraph 1 shall be offered for return to the Government of the United States in accordance with paragraph 1 and shall be disposed of in accordance with paragraphs 2 and 3. The Military Assistance Advisory Group and appropriate representatives of the French Government, may, however, agree on arrangements for reporting such salvage or scrap in accordance with a formula for allocating to the United States an equitable proportion of the total salvage or scrap recovered by the French armed forces from equipment and materials in their possession; in this event the obligations of the French Government under the first sentence of this paragraph may be carried out in accordance with such arrangements. It is further understood that, with the exception of certain types of materials which the Military Assistance Advisory Group may from

time to time notify the French Government are necessary for United States use, the two Governments may agree on sums to be placed each year at the disposal of the United States in lieu of the return of quantities of the salvage or scrap offered for return pursuant to the provisions of this paragraph. Salvage or scrap not accepted by the Government of the United States will be used, by agreement between the Governments, to support the defense effort of France or other countries to which military assistance is being provided by the Government of the United States, or will be otherwise disposed of as may be agreed between the two Governments.

6. Such equipment, materials, salvage and scrap may not, after having been returned to the Government of the United States, be sold on the French market without the prior assent of the Government of France.

Upon receipt of a Note from your Government indicating that the foregoing provisions are acceptable to the French Government, the Government of the United States of America will consider that this Note and your reply thereto constitute an agreement between the two Governments on this subject which shall enter into force on the date of your Note in reply.

Please accept, my dear Mr. President, the renewed assurances of my highest consideration.

Douglas DILLON

His Excellency Antoine Pinay
Minister of Foreign Affairs
Paris

[TRADUCTION — TRANSLATION]

SERVICE DIPLOMATIQUE DES ÉTATS-UNIS D'AMÉRIQUE
AMBASSADE DES ÉTATS-UNIS D'AMÉRIQUE

Nº 95

Paris, le 23 septembre 1955

Mon cher Président,

[*Voir note II*]

Veillez agréer, etc.

Douglas DILLON

Son Excellence Monsieur Antoine Pinay
Ministre des affaires étrangères
Paris

paragraphe. Les objets récupérés ou débris qui n'auront pas été acceptés par le Gouvernement des États-Unis seront employés, moyennant accord entre les Gouvernements, pour soutenir l'effort de défense de la France ou d'autres pays auxquels le Gouvernement des États-Unis accorde une assistance militaire, ou seront affectés à tel autre usage qui pourra être décidé d'un commun accord par les deux Gouvernements.

« 6. Lesdits équipement, matériels, objets récupérés et débris qui auront été restitués au Gouvernement des États-Unis ne pourront plus ensuite être vendus sur le marché français sans l'assentiment préalable du Gouvernement français.

« Au reçu d'une note de votre Gouvernement indiquant que les dispositions ci-dessus ont obtenu l'agrément du Gouvernement français, le Gouvernement des États-Unis d'Amérique considérera que la présente Note et votre réponse à celle-ci constituent un accord conclu en la matière entre les deux Gouvernements, lequel accord entrera en vigueur à la date de votre Note de réponse. »

J'ai l'honneur de vous notifier l'accord du Gouvernement français aux dispositions contenues dans cette lettre.

Veuillez agréer, Monsieur l'Ambassadeur, les assurances de ma très haute considération.

R. DUCHET

Son Excellence Monsieur Douglas Dillon
Ambassadeur des États-Unis d'Amérique
Paris

[TRANSLATION¹ — TRADUCTION²]

LIBERTY-EQUALITY-FRATERNITY

FRENCH REPUBLIC
MINISTRY OF FOREIGN AFFAIRS

Paris, September 23, 1955

Mr. Ambassador,

I have the honor to acknowledge the receipt of your note No. 95 dated today, the French translation of which reads as follows :

[See note I]

I have the honor to notify you of the agreement of the French Government to the provisions contained in that note.

Accept, Mr. Ambassador, the assurances of my very high consideration.

R. DUCHET

His Excellency Douglas Dillon
Ambassador of the United States of America
Paris

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

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

III

*The American Ambassador to the French
Minister of Foreign Affairs*

*L'Ambassadeur des États-Unis d'Amérique
au Ministre des affaires étrangères
de la République française*

EMBASSY OF THE UNITED STATES OF AMERICA

Paris, September 23, 1955

My dear Mr. President :

I have the honor, under instructions from my Government and with reference to the exchange of notes of September 23, 1955, establishing an Agreement on the disposition of property supplied by the United States to France under the Mutual Defense Assistance Agreement of January 27, 1950, to state, in connection with the last sentence of numbered paragraph one of the Agreement, that as in the past, the United States will continue to use the criteria established by the U. S. Joint Chiefs of Staff as the basis for programming deliveries of end-items and determining excess equipment originally made available under the Mutual Defense Assistance Program. The entry into force of this Agreement should not, therefore, be considered as indicating any deviation by the United States from this policy or as the relinquishing of any claims under such policy.

Please accept, my dear Mr. President, the renewed assurances of my most distinguished consideration.

Douglas DILLON

His Excellency Antoine Pinay
Minister of Foreign Affairs
Paris

[TRADUCTION — TRANSLATION]

AMBASSADE DES ÉTATS-UNIS D'AMÉRIQUE

Paris, le 23 septembre 1955

Mon cher Président,

[*Voir note IV*]

Veuillez agréer, etc.

Douglas DILLON

Son Excellence Monsieur Antoine Pinay
Ministre des affaires étrangères
Paris

[TRANSLATION¹ — TRADUCTION²]

LIBERTY-EQUALITY-FRATERNITY

FRENCH REPUBLIC
MINISTRY OF FOREIGN AFFAIRS

Paris, September 23, 1955

Mr. Ambassador,

I have the honor to acknowledge the receipt of your note dated today, the French translation of which reads as follows :

[*See note III*]

I have the honor to confirm to you the agreement of the French Government to the provisions contained in that note.

Accept, Mr. Ambassador, the assurances of my very high consideration.

R. DUCHET

His Excellency Douglas Dillon
Ambassador of the United States of America
Paris

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

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