

No. 3930

**UNITED STATES OF AMERICA
and
AUSTRIA**

**Agreement (with appendix) concerning the disposition of
certain United States property in Austria. Signed at
Vienna, on 26 September 1955**

Official texts: English and German.

Registered by the United States of America on 12 July 1957.

**ÉTATS-UNIS D'AMÉRIQUE
et
AUTRICHE**

**Accord (avec annexe) concernant la liquidation de certains
biens américains en Autriche. Signé à Vienne, le
26 septembre 1955**

Textes officiels anglais et allemand.

Enregistré par les États-Unis d'Amérique le 12 juillet 1957.

No. 3930. AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF AUSTRIA CONCERNING THE DISPOSITION OF CERTAIN UNITED STATES PROPERTY IN AUSTRIA. SIGNED AT VIENNA, ON 26 SEPTEMBER 1955

1. Whereas, under date of June 21, 1947, the United States of America and the Republic of Austria entered into an agreement entitled: "Agreement between the Government of the United States of America and the Federal Government of Austria regarding settlement for war accounts and claims incident to the operations of the U. S. Forces in Austria during the period 9 April 1945 to 30 June 1947, inclusive²"; and

2. Whereas the United States of America has certain rights and titles to properties, real and personal, located in Austria which the Republic of Austria is desirous of acquiring and which the United States of America is prepared to transfer to the Republic of Austria; and

3. Whereas the Republic of Austria, declares its intention to make maximum use of property and equipment described and transferred in Article II herein for the maintenance of its national defense;

4. Therefore, and in consideration thereof, the undersigned acting on behalf of their Governments, agree on the following provisions:

Article I

1. This agreement is not intended and shall not be construed to be in any way a modification, amendment, or change of the effect of the Austrian State Treaty signed at Vienna on May 15, 1955.³

2. This agreement is not intended, and shall not be construed, as abrogating or limiting in any way the obligations and liabilities of the Republic of Austria under the terms of the said agreement referred to in introductory paragraph 1.

¹ Came into force on 26 September 1955 by signature.

² United Nations, *Treaty Series*, Vol. 67, p. 89.

³ United Nations, *Treaty Series*, Vol. 217, p. 223; Vol. 221, p. 439; Vol. 226, p. 382; Vol. 259, p. 445, and Vol. 263, p. 424.

3. The English and German texts of this agreement shall be equally authentic.

Article II

1. The United States of America transfers, effective on the dates hereinafter mentioned, all of its rights, titles, and interests in the properties, real, personal, and mixed, described in Appendix A¹ hereto and in any supplement which may be added thereto.

2. The effective date of the transfers shall be, as to each property, the day on which the United States of America releases physical possession and control thereof to the Republic of Austria, which releases shall be effected as rapidly as practicable.

3. Each property is so transferred "as is", "where is", in the condition existing on the day of said release of the physical possession and control, without any warranty, guarantee, or any obligation then or thereafter of the United States of America as to its condition or usefulness.

4. The Republic of Austria agrees that it will not export nor permit the exportation of any of said properties for use outside of Austria without prior consent of the United States of America.

Article III

1. The Republic of Austria, for and on behalf of itself, its Departments and Agencies, and for and on behalf of all land, municipal and other local governments, their departments and agencies, and for and on behalf of all Austrian nationals, hereby waives all claims against the United States of America, its agencies, officers, agents and those acting on their behalf or under their authority, and releases and discharges them and each of them from all such claims.

2. The Republic of Austria also hereby assumes and agrees to settle all claims by any and all persons and juridical entities regardless of nationality, citizenship, or residence, against the United States of America, its agencies, officers, agents and those acting on their behalf or under their authority, and to indemnify and save harmless them and each of them from all such claims.

¹ See p. 42 of this volume.

3. The Republic of Austria agrees to pay and settle, on behalf of the United States of America, any claims arising out of contracts (except as otherwise provided for in Article V of this agreement) between individuals, juridical persons or entities regardless of nationality, citizenship or residence, and the United States of America, its departments or agencies entered into, within the then and now existing geographical boundaries of Austria, on and after April 9, 1945 up to and including the date of withdrawal from Austria of the last element of the forces of the United States of America pursuant to the provisions of Article 20 of the said State Treaty.

4. However, the Republic of Austria does not agree to pay and settle any claims which may be asserted by any contractor (other than the Republic of Austria, its departments or agencies, or a land, municipal or other local government or department or agency thereof) on the basis of a contract with the United States of America, its departments or agencies, which has been completed or terminated and settlement thereof has been made between the contractor and the United States of America according to the terms of the contract. Upon request from the Republic of Austria information will be furnished by the United States of America whether or not an asserted claim falls within the provisions of this paragraph.

Article IV

1. The term "claims" as used in paragraphs 1 and 2 of Article III covers and includes, except as specified by the provisions of paragraphs 3 and 4 of Article III, and Article V, all claims of every kind, nature and description, arising out of acts or omissions occurring, or out of contracts entered into with the Republic of Austria, its Departments and Agencies and all Land, Municipal and other local governments, their departments and agencies, on or after April 9, 1945 up to and including the date of withdrawal from Austria of the last element of the forces of the United States of America pursuant to the provisions of Article 20 of the said State Treaty, which accrued or will accrue within the then and now existing geographical boundaries of Austria.

2. The Republic of Austria agrees to consider, determine and settle promptly the claims herein assumed.

Article V

1. In accordance with the policy of the United States of America to make provisions for claimants through the period of the presence of the United States Forces in Austria, it is agreed that the following exceptions are made to

the provisions of Articles III and IV above, subject to the conditions stated hereunder.

2. The United States of America shall continue to pay and discharge the following :

a. Wages and salaries due employees of the United States of America, its departments, agencies and officers including termination pay due according to USFA and USCOA [1] directives.

b. Amounts due to individuals, juridical persons or entities, other than Austrian Federal, Land, municipal, or other local governments or agencies or departments of such governments, for :

- (1) Purchases of foodstuffs and other items, objects, or articles for consumption or use by the United States of America, its departments, agencies or personnel.
- (2) Emergency services or repairs.
- (3) Transportation services.

3. The United States of America shall, subject to the conditions hereunder, continue to pay up to the dates hereinafter specified, the following :

a. Amounts due up to and including August 31, 1955, but not thereafter; for rent, utilities, and services, including lease personnel and their termination pay (if employment is terminated) according to USFA directives and the provisions of the applicable lease, but not for restoration and repairs, under leases and requisitions of real, personal or mixed property; for transportation services furnished by the Austrian Federal Railways; and for communication services furnished by the Austrian Post and Telegraph Administration; provided however that :

- (1) The amounts so due up to and including August 31, 1955 are properly and correctly computed and bills and statements therefor are submitted not later than September 30, 1955 to the United States Officer responsible for certifying the same for payment. Any such amounts not properly and correctly billed by September 30, 1955 will not be paid by the United States of America and will, on and after October 1, 1955 become and remain the obligation of the Republic of Austria under the terms of Articles III and IV above.

- (2) With respect to lease personnel, it is further agreed that if the United States Forces in Austria retain the services of any lease personnel after August

¹ Office of the United States High Commissioner for Austria.

31, 1955 USFA will reimburse the Republic of Austria for the pay of such lease personnel during the period so retained beyond August 31, 1955, including termination pay according to USFA directives and the provisions of the applicable lease.

4. The United States of America shall continue to make payment and settlement of building construction contracts and building repair contracts according to the terms of the contracts.

5. Without in any way affecting the other terms of this agreement, the Embassy of the United States of America will pay for services, supplies and facilities required by it on and after 1 September 1955.

Article VI

1. It is agreed that on the effective date of the said State Treaty, the obligation heretofore existing of the United States of America to make payment of its occupation obligations in American dollars ceased and that then and thereafter the United States of America may make payment in Austrian national schillings from any schilling accounts owned by the United States Government.

IN WITNESS WHEREOF the undersigned duly authorized representatives of their Governments have signed this agreement in the city of Vienna, Austria, on this 26th day of September, 1955.

For the United States
of America :
H. H. ARNOLD

For the Republic
of Austria :
Julius RAAB
SCHÄRF

APPENDIX A

There follows list of real property transferred to the Republic of Austria in accordance with paragraph 1, Article II.

1. Detailed lists of buildings and installed property at each of the following installations are included in brochures.

INSTALLATION

Camp Roeder
 Camp Truscott
 Camp Klessheim
 Camp Riedenburg
 Minor Installations (Salzburg Area)
 Camp St Johann
 Camp Saalfelden
 Camp Rum
 Camp McCauley
 Minor Installations (Linz-Wels Area)

Note: The following Engineer prefabricated buildings are included in the brochures.

<i>Item No.</i>	<i>No. of Units</i>	<i>Year Built</i>	<i>Location</i>	<i>Size</i>	<i>Type</i>	<i>Source</i>
1	10	1951	Reichenau	35 × 100		European
2	1	1953	Rum	48 × 20	Metal	European
3	1	1952	Rum	48 × 20	Metal	European
4	1	1952	Rum	48 × 20	Metal	U.S.
5	1	1953	Rum	48 × 20	Metal	European
6	1	1951	Rum	35 × 100	Metal	European
7	1	1950	Rum	20 × 92	Metal	U. S.
8	2	1952	Rum	48 × 20	Metal	European
9	1	1954	Rum	20 × 16	Metal	U. S.
10	1	1952	Rum	48 × 20	Metal	European
11	1	1952	Rum	36 × 25	Metal	U. S.
12	1	1952	Rum	36 × 25	Metal	U. S.
13	1	1952	Rum	36 × 25	Metal	U. S.
14	1	1952	Rum	36 × 25	Metal	U. S.
15	1	1948	Vienna	20 × 24	Metal	U. S.
16	1	1953	Vienna	20 × 80	Metal	U. S.
17	1	1947	Vienna	38 × 20	Metal	U. S.
18	1	1947	Vienna	33 × 57	Wood	European
19	1	1953	Vienna	32 × 19	Wood	U. S.
20	1	1952	Vienna	20 × 48	Metal	U. S.
21	1	1952	Vienna	20 × 16	Metal	U. S.
22	1	1954	Vienna	24 × 20	Metal	U. S.
23	1	1948	Vienna	20 × 48	Metal	U. S.
24	1	1950	Vienna	53 × 16	Wood	European
25	1	1950	Vienna	16 × 24	Metal	U. S.
26	1	1950	Vienna	19 × 15	Metal	U. S.
27	1	1950	Vienna	20 × 20	Metal	U. S.
28	1	1952	Vienna	30 × 16	Wood	U. S.
29	1	1946	Vienna	15 × 18	Wood	European

<i>Item No.</i>	<i>No. of Units</i>	<i>Year Built</i>	<i>Location</i>	<i>Size</i>	<i>Type</i>	<i>Source</i>
30	3	1954	Roeder	30 × 100	Steel	European
31	1	1952	Roeder	20 × 48	Steel	U. S.
32	1	1953	Roeder	20 × 160	Wood	U. S.
33	1	1951	Roeder	20 × 100	Wood	European
34	1	1950	Truscott	20 × 48	Steel	U. S.
35	1	1950	AG Bldg	40 × 100	Steel	U. S.
36	1	1950	Keyes Str	40 × 100	Steel	U. S.
37	1	1950	Klessheim	20 × 160	Steel	U. S.
38	2	1947	McCauley	20 × 48	Steel	U. S.
39	2	1953	McCauley	20 × 98	Steel	U. S.
40	1	1953	McCauley	28 × 53	Wood & Steel	U. S.-European
41	1	1953	McCauley	20 × 36	Steel	U. S.
42	1	1947	McCauley	20 × 64	Steel	U. S.
43	1	1947	McCauley	36 × 87	Wood	European
44	1	1950	McCauley	20 × 20	Steel	U. S.
45	3	1949	Wels	27 × 87	Wood	European
46	1	1947	Wels	27 × 61	Wood	European
47	1	1947	Wels	22 × 51	Wood	European
48	1	1947	Wels	20 × 100	Wood	U. S.
49	1	1949	Wels	26 × 234	Wood	European
50	1	1950	St Johann	13 × 38	Wood	European
51	2	1952	St Johann	20 × 48	Steel	U. S.
52	1	1954	St Johann	20 × 36	Steel	U. S.
53	2	1952	Lofer	20 × 48	Steel	U. S.
54	2	1950	Lofer	20 × 48	Steel	U. S.
55	1	1953	Lofer	20 × 80	Steel	U. S.
56	1	1954	Lofer	20 × 68	Steel	U. S.
57	1	1954	Lofer	20 × 56	Steel	U. S.
58	1	1953	Roeder	65 × 240	Steel	European

2. Following additional equipment located at various installations in Austria which is not included in the brochures.

SIGNAL PROPERTY

INSTALLED EQUIPMENT

<i>Item No.</i>	<i>Description</i>	<i>No. of Units</i>	<i>Location</i>
1	Cable, telephone, 150 pr L. C. (Aerial) mtr 1000	1	Camp McCauley
2	Cable, telephone, 100 pr armored L. C. underground mtr 600	1	Camp McCauley
3	Cable, telephone, 420 pr, .8 mm, armored	5,000	Camp Roeder
4	Cable, telephone, .6mm, various sizes (armored)	31,800	Camp Roeder
5	Pole, telephone, wood, 45 ft	21	Camp Roeder
6	Cable, terminal, telephone, various sizes	166	Camp Roeder

SPECIAL SERVICE PROPERTY

INSTALLED EQUIPMENT

<i>Item No.</i>	<i>Description</i>	<i>No. of Units</i>	<i>Location</i>
1	Chairs, theatre plywood back and seats	121	Riedenburg
2	Chairs, theatre plywood back and seats	294	St Johann
3	Chairs, theatre plywood back and cushion seats	132	St Johann

ORDNANCE PROPERTY

INSTALLED EQUIPMENT

<i>Item No.</i>	<i>Description</i>	<i>No. of Units</i>	<i>Location</i>
1	Compress, 3 cfm, 220 v	1	Camp McCauley
2	Forge, double furnace, elec blower, 75" long, 40" wide	1	Camp McCauley
3	Grinder, bench, 220 v, wheel size 8 × 2"	1	Camp McCauley
4	Grinder, bench, single wheel 8 × 2", 220 v	2	Camp McCauley
5	Lathe, engine, 220 v, 7" swing, 7' bed	4	Camp McCauley
6	Lathe, engine, 220 v, 6" swing, 7' bed	1	Camp McCauley
7	Machine, milling, universal type, 220 v	1	Camp McCauley
8	Press, hydraulic, 30 ton capacity w/rack	1	Camp McCauley
9	Press, hydraulic, 60 ton capacity w/rack	1	Camp McCauley
10	Press, drill, bench type $\frac{3}{8}$ " capacity, 4" swing	1	Camp McCauley
11	Press, drill, bench type $\frac{3}{8}$ " capacity, 5" swing	1	Camp McCauley
12	Press, drill, floor type, 1½" cap, 20" swing	1	Camp McCauley
13	Saw, hack, power operated, 220 v, 10" blade	1	Camp McCauley
14	Shear, nipping, hand operated, blade $\frac{1}{8}$ × 8"	1	Camp McCauley
15	Shear, nipping, hand operated, blade $\frac{3}{16}$ × 10"	1	Camp McCauley
1	Bender, Universal	1	Salzburg Ord Ctr
2	Charger, Battery	1	Salzburg Ord Ctr
3	Grinder, tool and cutter, floor, ped type, wheel size 18 × 2"	1	Salzburg Ord Ctr
4	Grinder, tool and cutter, swivel table and headstock, 5" cap	1	Salzburg Ord Ctr
5	Grinder, tool and cutter, floor type, wheel size 12 × 1½"	1	Salzburg Ord Ctr
6	Grinder, surface	1	Salzburg Ord Ctr
7	Grinder, bench, 220 v, wheel size 8" × 2"	1	Salzburg Ord Ctr
8	Grinder, floor, ped mount, wheel size 12" × 1½"	1	Salzburg Ord Ctr
9	Grinder, bench, 220 v, wheel size 8" × 2"	1	Salzburg Ord Ctr
10	Grinder, bench, 220 v, wheel size 8" × 2"	1	Salzburg Ord Ctr
11	Grinder, Planer Blade	1	Salzburg Ord Ctr
12	Lathe, engine, 20 to 25 HP, 20" swing, 48" between ctrs	1	Salzburg Ord Ctr
13	Lathe, engine, 18" swing, 6½' bed, ped type	1	Salzburg Ord Ctr
14	Lathe, engine, 16" swing, 6½' bed, ped type	1	Salzburg Ord Ctr
15	Lathe, engine, 16" swing, 8' bed, ped type	1	Salzburg Ord Ctr
16	Lathe, engine, 16" swing, 5' bed, ped type	1	Salzburg Ord Ctr
17	Lathe, turret, 10" swing, 3¼' bed (super progress)	1	Salzburg Ord Ctr
18	Lathe, engine, bench type, 10" swing, 4½' bed	1	Salzburg Ord Ctr
19	Lathe, engine	1	Salzburg Ord Ctr
20	Lathe, engine	1	Salzburg Ord Ctr
21	Lathe, engine	1	Salzburg Ord Ctr
22	Lathe, woodworking (Schmalz)	1	Salzburg Ord Ctr
23	Machine, bending and shearing, 78" swing, $\frac{3}{32}$ " cap	1	Salzburg Ord Ctr

<i>Item No.</i>	<i>Description</i>	<i>No. of Units</i>	<i>Location</i>
24	Machine, bending, 78" swing, $\frac{3}{16}$ " cap	1	Salzburg Ord Ctr
25	Machine, milling, horizontal knee type, power feed	1	Salzburg Ord Ctr
26	Machine, milling, vertical type, power feed	1	Salzburg Ord Ctr
27	Machine, milling, horizontal knee type, power feed	1	Salzburg Ord Ctr
28	Machine, engraving, w/equipment and accessories	1	Salzburg Ord Ctr
29	Machine, grooving	1	Salzburg Ord Ctr
30	Machine, milling, universal type	1	Salzburg Ord Ctr
31	Machine	1	Salzburg Ord Ctr
32	Machine, abrasing	1	Salzburg Ord Ctr
33	Machine, milling, chain, woodworking (Aldinger)	1	Salzburg Ord Ctr
34	Machine, milling, woodworking	1	Salzburg Ord Ctr
35	Machine, sewing	1	Salzburg Ord Ctr
36	Press, drill, floor type, power feed, $1\frac{1}{4}$ " cap, 20" swing	1	Salzburg Ord Ct ₂
37	Press, drill, floor type, power feed, $1\frac{1}{2}$ " cap, 20" swing	1	Salzburg Ord Ctr
38	Press, drill, floor type, $1\frac{1}{2}$ " cap, 20" swing	1	Salzburg Ord Ctr
39	Press, drill, floor type, $1\frac{3}{8}$ " cap, 20" swing	1	Salzburg Ord Ctr
40	Press, drill, bench type, $\frac{3}{16}$ " cap, 6" swing	2	Salzburg Ord Ctr
41	Plate, surface 39" x 29 $\frac{1}{2}$ "	1	Salzburg Ord Ctr
42	Press, Hand Operated	1	Salzburg Ord Ctr
43	Press, Drill bench type, $\frac{3}{4}$ " cap	1	Salzburg Ord Ctr
44	Press, Drill (Petrvic)	1	Salzburg Ord Ctr
45	Planer, Universal, woodworking (Kirchner)	1	Salzburg Ord Ctr
46	Planer, woodworking (Aldinger)	1	Salzburg Ord Ctr
47	Saw, hack, dry cut, 220 v, 6 x 6" capacity	1	Salzburg Ord Ctr
48	Saw, hack, dry cut, 220 v, 6 x 6" capacity, power operated	1	Salzburg Ord Ctr
49	Shaper, metal, horizontal, 21" cap, 220 v, 3-phase	1	Salzburg Ord Ctr
50	Shaper, vertical die, 5" cap, 220 v, 3-phase	1	Salzburg Ord Ctr
51	Shaper, metal, horizontal, 16" cap, 5 HP, 220 v	2	Salzburg Ord Ctr
52	Shear, Sheet Metal	1	Salzburg Ord Ctr
53	Shears, lever	1	Salzburg Ord Ctr
54	Shears, lever	1	Salzburg Ord Ctr
55	Shears, Sheet Metal	1	Salzburg Ord Ctr
1	Grinder, Circular Saw Blade (Vollmer)	1	Camp Klessheim
2	Press, Drill, bench type	1	Camp Klessheim
3	Saw, Band (Trommer)	1	Camp Klessheim
4	Saw, Circular & Drilling Machine (Panhans)	1	Camp Klessheim
1	Grinder, elec, floor, ped type, wheel size 20 x 2"	1	Reichnau Field

AIR FORCE INSTALLED EQUIPMENT (P PROPERTY) AT TULLN, AUSTRIA

<i>Quantity</i>	<i>Item</i>
2	Pump, Oil
1	Compressor, Air
2	Pump, Gas
1	Transformer, 50 KVA
1	Air-Conditioning System
1	Boiler with Water Pump
75	Runway Lights