

No. 4128

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**UNITED STATES OF AMERICA  
and  
ITALY**

**Agreement for the sale in Italy of waste material and scrap  
and of useable property in excess of the requirements  
of the United States military authorities. Signed at  
Rome, on 22 June 1957**

*Official texts: English and Italian.*

*Registered by the United States of America on 20 December 1957.*

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**ÉTATS-UNIS D'AMÉRIQUE  
et  
ITALIE**

**Accord relatif à la vente en Italie de matériaux de rebut,  
de déchets et de biens utilisables excédant les besoins  
des autorités militaires des États-Unis. Signé à Rome,  
le 22 juin 1957**

*Textes officiels anglais et italien.*

*Enregistré par les États-Unis d'Amérique le 20 décembre 1957.*

No. 4128. AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF ITALY FOR THE SALE IN ITALY OF WASTE MATERIAL AND SCRAP AND OF USEABLE PROPERTY IN EXCESS OF THE REQUIREMENTS OF THE UNITED STATES MILITARY AUTHORITIES. SIGNED AT ROME, ON 22 JUNE 1957

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Whereas, the Government of the United States of America, acting through its military authorities, anticipates having property in Italy which will be in excess to its needs and wishes to dispose of such excess property in Italy; and

Whereas, the disposal of such property in Italy is of mutual benefit to the Italian economy and to the military authorities of the United States of America; and

Whereas, the Government of the Republic of Italy consents to the disposal of United States property in the foreign excess category by the military authorities of the United States of America in Italy;

Now, therefore, the Government of the United States of America and the Government of the Republic of Italy have agreed as follows :

A) WASTE MATERIAL AND SCRAP

1. United States military authorities in Italy may sell to all individuals, firms, or other non-governmental entities authorized to conduct business in Italy waste material and scrap, including ferrous and non-ferrous scrap, which are the property of the United States military authorities and which are no longer of use to them, for a total aggregate sales value not to exceed \$400,000 per calendar year. This amount, which does not include possible sales to Italian Government entities, may, by mutual agreement, be increased to meet requirements in any particular year.

2. The United States military authorities shall notify the Italian Government of the quality, quantity, value, location, and place of sale of the materials they intend to offer for sale.

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<sup>1</sup> Came into force on 22 June 1957, in accordance with section C (3).

3. The Italian Government is accorded the right of "first refusal" on waste material and scrap offered for sale by the United States military authorities, regardless of how the material is divided into lots, at prices to be agreed upon promptly. In the absence of mutual agreement as to the purchase price of such property within forty-five days of the date on which the property is offered to the Italian Government for purchase, the United States military authorities may dispose of such property as otherwise provided in this Agreement. It is understood that the United States military authorities may contract with individuals, firms, and other entities authorized to conduct business in Italy, without offering the Italian Government the right of "first refusal", for the sale of refuse, food and shipping containers, and parts thereof.

4. For the importation into Italy of these materials, the Italian Government shall grant every technical and administrative facility in accord with existing Italian law.

5. United States military authorities in Italy may, without limitation or restriction as to types, quantities, or value of property, sell directly to foreign individuals, firms, or entities waste material or scrap, including ferrous and non-ferrous scrap, which is the property of the United States military authorities and which is solely for export. Sale for export of these same items to individuals, firms, or other entities authorized to conduct business in Italy shall be subject to the specific approval of the Italian Government. It is agreed that if no objection to sale for export is registered by the Italian Government within thirty days of the date of mailing of a request by the United States military authorities, the United States military authorities may consider approval to have been automatically granted.

B) USEABLE PROPERTY IN EXCESS OF THE REQUIREMENTS  
OF THE UNITED STATES MILITARY AUTHORITIES

1. The United States military authorities shall notify the Italian Government of the quality, quantity, value, location, and place of sale of useable property in excess of their requirements which they intend to sell to individuals, firms, or other entities authorized to conduct business in Italy, and which is the property of the United States military authorities.

2. The Italian Government shall consider, case by case, the desirability of authorizing, totally or partially, the importation of this property.

3. The Italian Government is accorded the right of "first refusal" on excess property offered by United States military authorities at prices to be agreed upon promptly. If within sixty days from the date on which the United States military authorities notify the Italian Government of their intent to sell excess property, the Italian Government has not authorized the importation of the material, and/or a mutual agreement as to the purchase price of the property

offered for sale to the Italian Government has not been reached, the United States military authorities may dispose of such property as otherwise provided in this Agreement.

4. The importation of useable materials shall remain subject to normal import license, to be applied for case by case by the purchaser from the Italian Government. The United States military authorities shall release the property only upon presentation of documentation that the corresponding customs duties have been paid by the purchaser.

5. United States military authorities in Italy may, without limitation or restriction as to types, quantities, or value of property, sell directly to foreign individuals, firms, or entities useable property in excess of their requirements, which is the property of the United States military authorities and which is solely for export. Sale for export of these same items to individuals, firms, or other entities authorized to conduct business in Italy shall be subject to the specific approval of the Italian Government. It is agreed that if no objection to sale for export is registered by the Italian Government within thirty days of the date of mailing of a request by the United States military authorities, the United States military authorities may consider approval to have been automatically granted.

#### C) GENERAL CLAUSES

1. Export sales made under this Agreement shall be subject to customs bonding procedures of the Italian Government. It is understood that materials which are sold only for export under this Agreement are not subject to customs duties levied by the Italian Government.

2. It is agreed that any lira proceeds of sales of excess property by United States military authorities may be used for any and all United States Government expenditures in Italy.

3. This Agreement shall enter into effect immediately, and shall remain in force until December 31, 1957. It shall be considered automatically extended year by year, unless either Contracting Party gives notice of intention to terminate at least two months before the end of each calendar year.

4. The Contracting Parties also reserve the right to request, at least two months in advance, such amendments as may be deemed necessary.

DONE at Rome, in duplicate, in the English and Italian languages, the two texts having equal authenticity, this 22nd day of June 1957.

For the Government  
of the United States of America :  
Francis DEAK

For the Government  
of the Republic of Italy :  
A. CATTANI