

No. 5304

**UNITED STATES OF AMERICA
and
BELGIUM**

**Exchange of notes constituting an agreement concerning a
weapons production program. Brussels, 6 and 22 April
1960**

Official texts: English and French.

Registered by the United States of America on 12 August 1960.

**ÉTATS-UNIS D'AMÉRIQUE
et
BELGIQUE**

**Échange de notes constituant un accord relatif à un pro-
gramme de production d'armes. Bruxelles, 6 et 22 avril
1960**

Textes officiels anglais et français.

Enregistré par les États-Unis d'Amérique le 12 août 1960.

No. 5304. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND BELGIUM CONCERNING A WEAPONS PRODUCTION PROGRAM. BRUSSELS, 6 AND 22 APRIL 1960

I

The American Ambassador to the Belgian Minister of Foreign Affairs

THE FOREIGN SERVICE OF THE UNITED STATES OF AMERICA

No. 160

Brussels, April 6, 1960

Excellency :

I have the honor to refer to recent discussions between representatives of our two Governments concerning a Weapons Production Program, the purpose of which is to increase the capacity of North Atlantic Treaty² Organization countries, jointly and severally, to produce, maintain, repair, and overhaul equipment and materials needed for their mutual defense.

As a result of these discussions, the following understandings were reached :

1. The Government of the United States of America will furnish under the Weapons Production Program to the Government of Belgium such equipment, materials, services, and information as may be mutually arranged in accordance with paragraph 8 hereof, to assist in the production, maintenance, repair, and overhaul of equipment and materials needed for the common defense.

2. The assistance furnished by the Government of the United States of America under this program will be made available in accordance with the terms and conditions of the Mutual Defense Assistance Agreement between the United States of America and Belgium signed on January 27, 1950,³ and agreements amendatory and supplementary thereto.

3. The Weapons Production Program shall be carried on through mutually agreed projects, which may include projects carried on solely by Belgium as well as joint projects of coordinated production. Such joint projects may include those in which NATO countries carry out the project work through the North Atlantic Treaty Organization, including subsidiary bodies of the North Atlantic Council. Accordingly, assistance furnished

¹ Came into force on 22 April 1960 by the exchange of the said notes.

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

³ United Nations, *Treaty Series*, Vol. 51, p. 213; Vol. 222, p. 391; Vol. 253, p. 312; Vol. 256, p. 334; Vol. 283, p. 304; Vol. 357, p. 338, and Vol. 361, p. 238.

by the Government of the United States of America under this agreement may, at the request of the Government of Belgium, be furnished to the North Atlantic Treaty Organization or such a subsidiary body. The undertakings of the Government of Belgium set forth in this agreement will extend to the participation of Belgium in all joint projects, as well as to projects carried out exclusively by the Government of Belgium.

4. *a.* The Government of Belgium, in connection with assistance intended to create or expand facilities under this program, will :

(1) Maintain or cause to be maintained those facilities which the Government of the United States of America has assisted to establish or expand so that they will be in a condition properly to produce, maintain, repair, and overhaul equipment and materials, when they may be required. Pending such time, such additional facilities and equipment furnished by the Government of the United States of America may be used for other purposes to be agreed upon by appropriate representatives of the two Governments, provided, that such use will not interfere with the ready availability of such facilities for use for the purposes for which they were established or expanded.

(2) Furnish all of the land, buildings, equipment, materials, and services required for such additional facilities, except for the equipment, materials, services, and information to be furnished either by the Government of the United States of America or by other governments participating in joint projects, and take whatever measures are required to establish or expand such facilities in good operating order.

(3) Use its best efforts to maintain or cause to be maintained in usable condition a total capacity of facilities for the production or fabrication, for military purposes, of equipment and materials of the same type as those which may be produced or fabricated in a facility established or expanded with the assistance of the Government of the United States of America, which shall not be less than the aggregate of the capacity of such facilities already existing, those already programmed for construction in Belgium under public or private ownership on the date of the conclusion of the project arrangements for such a corresponding facility, and those established or expanded with United States assistance.

(4) Maintain or cause to be maintained in usable condition a total capacity of facilities for the maintenance, repair, or overhaul of military equipment or materiel of the same type as those established or expanded with the assistance of the Government of the United States of America, which shall not be less than the aggregate of the capacity of such facilities already existing, those already programmed for construction in Belgium under public ownership on the date of the conclusion of the project arrangement for such a corresponding facility, and those established or expanded with United States assistance.

b. The undertakings in this paragraph with respect to the maintenance of facilities are subject to the understanding that should changed conditions make continued compliance with these undertakings either unnecessary as a matter of defense, or impracticable, the Government of Belgium may, after consultation with the Government of the United States of America, modify those undertakings to accord with these changed conditions.

5. The Government of Belgium also will :

- a. Sell the products and services resulting from this program to other NATO nations at fair and reasonable prices, and shall not discriminate among such nations in terms of the price charged for, or the quality of, such products or services, the time within which such products or services are delivered and performed, or in any other manner.
- b. Sell the products and services resulting from this program to non-NATO nations only in such cases as may be mutually agreed upon.
- c. Exclude as an element of the price of the products and services sold any charge which is attributable in any way to the initial cost of equipment, materials, or services furnished by the Government of the United States of America.
- d. Permit the importation and exportation free from customs duties, taxes, or other similar charges of equipment and materials sent to Belgium for production, maintenance, repair, or overhaul in any facility expanded or established with United States assistance, and permit the exportation free from customs duties, taxes, or other similar charges of the products and services of such facilities sold to other nations in accordance with the provisions of this note.

6. Agreement of our two Governments shall be a prerequisite to the sale or transfer to any other nation by Belgium of the following :

- a. Items produced under this program to which the Government of the United States of America has contributed, either directly or indirectly, classified information essential to their manufacture, use or maintenance.
- b. Any classified information of United States origin furnished in connection with the production, maintenance, repair, overhaul, or use of items produced under this program.

7. The Government of Belgium will furnish without cost to the Government of the United States of America for defense purposes technical information (proprietary or other) utilized or developed in the production, maintenance, repair, overhaul, or development of military items under this program, and will grant to the Government of the United States of America for defense purposes a royalty-free license on inventions, improvements, and discoveries made in connection with the work carried out under this program, to the extent to which, and subject to the conditions under which, the Government of Belgium has the right so to do without the payment of royalties or other compensation to others. The Government of Belgium undertakes that, in entering into contracts subsequent to the effective date of this agreement for the production, maintenance, repair, overhaul, or development of military items under this program, it will obtain for the Government of the United States of America rights to technical information (proprietary or other) and to inventions, improvements and discoveries equal to those obtained under such contracts by the Government of Belgium for itself.

8. In carrying out this program, our two Governments, acting through their appropriate contracting officers, will enter into supplementary arrangements covering the specific projects involved, which will set forth the nature and amounts of the contribu-

tions to be made by each Government, the description and purpose of the facilities to be established, appropriate security arrangements, and other appropriate details. Joint projects may be covered by supplementary arrangements entered into between the Government of the United States of America and the North Atlantic Treaty Organization, including subsidiary bodies of the North Atlantic Council.

9. The Agreement effected by an exchange of notes signed on November 23, 1954, and concerning a special program of facilities assistance¹ is hereby terminated. However, individual project arrangements executed prior to the effective date of this agreement shall continue in full force and effect subject to the provisions of this agreement.

I have the honor to propose that, if these understandings meet with the approval of the Government of Belgium, the present note and Your Excellency's note in reply concurring therein shall constitute detailed arrangements pursuant to Article I, paragraph 1, of the Mutual Defense Assistance Agreement between our two Governments, superseding, except as provided in paragraph 9 of this note, the agreement concerning a special program of facilities assistance effected by an exchange of notes (or letters) signed on November 23, 1954, and shall enter into force on the date of Your Excellency's reply.

Please accept, Excellency, the renewed assurance of my highest consideration.

William A. M. BURDEN

His Excellency Pierre Wigny
Minister of Foreign Affairs
Brussels

II

The Belgian Minister of Foreign Affairs to the American Ambassador

[TRANSLATION² — TRADUCTION³]

MINISTRY OF FOREIGN AFFAIRS AND FOREIGN COMMERCE
FOREIGN COMMERCE ADMINISTRATION

Brussels, April 22, 1960

Mr. Ambassador :

In a note dated April 6, 1960 Your Excellency was good enough to communicate to me the following :

[See note I]

¹ United Nations, *Treaty Series*, Vol. 235, p. 19.

² Translation by the Government of the United States of America.

³ Traduction du Gouvernement des États-Unis d'Amérique.

I have the honor to confirm to Your Excellency the agreement of my Government to the foregoing.

I avail myself of this opportunity, Mr. Ambassador, to renew to Your Excellency the assurance of my very high consideration.

P. WIGNY
Minister of Foreign Affairs

His Excellency William A. M. Burden
Ambassador of the United States of America
Brussels