

No. 5745

**UNITED STATES OF AMERICA
and
FRANCE**

**Exchange of notes constituting an agreement relating to a
weapons production program. Paris, 19 September
1960**

Official texts: English and French.

Registered by the United States of America on 7 July 1961.

**ÉTATS-UNIS D'AMÉRIQUE
et
FRANCE**

**Échange de notes constituant un accord relatif à un pro-
gramme de production d'armes. Paris, 19 septembre 1960**

Textes officiels anglais et français.

Enregistré par les États-Unis d'Amérique le 7 juillet 1961.

No. 5745. EXCHANGE OF NOTES
CONSTITUTING AN AGREEMENT¹
BETWEEN THE UNITED STATES
OF AMERICA AND FRANCE RE-
LATING TO A WEAPONS PRO-
DUCTION PROGRAM. PARIS, 19
SEPTEMBER 1960

N° 5745. ÉCHANGE DE NOTES CON-
STITUANT UN ACCORD¹ ENTRE
LES ÉTATS-UNIS D'AMÉRIQUE
ET LA FRANCE RELATIF À UN
PROGRAMME DE PRODUCTION
D'ARMES. PARIS, 19 SEPTEM-
BRE 1960

I

*The American Ambassador to the Secretary
General, French Ministry of Foreign
Affairs*

*L'Ambassadeur des États-Unis d'Amé-
rique au Secrétaire général du Ministère
des affaires étrangères de la République
française*

Paris, September 19, 1960

No. 71

Excellency :

I have the honor to refer to recent discussions between representatives of our two governments concerning the implementing of the program for the production of armaments known in the United States as the "Weapons Production Program" which is translated into French as "Programme de Production d'Armes".

The purpose of this program is to increase the capacity of member countries of the North Atlantic Treaty² Organization, acting jointly or individually, to produce, maintain, repair, and overhaul military material and equipment needed for their mutual defense.

The discussions have been directed towards the conditions under which the Government of the United States of America can make available its assistance for the execution of all or part of the projects comprehended within the framework of this program.

As a result of these discussions, agreement was reached on the following points :

¹ Came into force on 19 September 1960, in accordance with the provisions of the said notes.

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

¹ Entré en vigueur le 19 septembre 1960, conformément aux dispositions desdites notes.

TITLE I

1) Within the framework of the "Weapons Production Program" and with a view to assisting in the manufacture, maintenance, repair, and overhaul of equipment and materials needed for the common defense, the Government of the United States of America will furnish the Government of the French Republic with such equipment, materials, services and information as may be mutually agreed in technical arrangements drawn up in conformity with article 4) of this Title.

2) This assistance will be furnished in accordance with the principles and conditions set forth in the Mutual Defense Assistance Agreement concluded between the Governments of the French Republic and the United States of America on January 27, 1950,¹ as amended and supplemented by the agreements effected by the exchanges of notes of January 5, 1952² and September 23, 1955,³ respectively, and in any other applicable agreements between our two governments.

3) This assistance may apply to projects, mutually agreed upon, including :

- a) projects carried out exclusively by the Government of the French Republic, or
- b) joint projects of coordinated production. Such joint projects may be carried out by member countries of NATO, under the aegis of NATO, or through NATO or subsidiary bodies of the North Atlantic Council created for this purpose and composed of representatives of the countries participating in the project.

As a consequence, the assistance made available by the Government of the United States of America may be furnished, under conditions mutually agreed upon, to the Government of the French Republic, or to the government of the country designated as responsible for carrying out a project of coordinated production, or to the member governments of the subsidiary body created for the execution of a project of coordinated production, or to the subsidiary body itself, or to the North Atlantic Treaty Organization.

The commitments of the Government of the French Republic set forth in this exchange of notes will extend to projects carried out exclusively by it or to the part which it assumes in executing joint projects of coordinated production in which it participates.

4) The technical arrangements needed for carrying out this exchange of notes will be concluded between appropriate representatives of the Government of the United States of America and of the Government of the French Republic acting individually or jointly with those of other interested governments for each project and, where appropriate, of NATO or subsidiary bodies of the North Atlantic Council.

These arrangements will specify, in particular, the nature and amounts of the contributions to be made by each government, the description of the assistance to be furnished, the conditions of repayment, if any, of the assistance, the description and purpose of the facilities to be established, conditions concerning technical assistance and proprietary rights, appropriate security arrangements, and other appropriate conditions.

¹ United Nations, *Treaty Series*, Vol. 80, p. 171 ; Vol. 304, p. 349, and Vol. 337, p. 397.

² United Nations, *Treaty Series*, Vol. 181, p. 177.

³ United Nations, *Treaty Series*, Vol. 270, p. 341.

Such arrangements may provide for the procurement in France by the Government of the United States of America under the Off-Shore Procurement Program of supplies to be placed at the disposition of governments entitled to the benefits of the Military Assistance Program.

TITLE II

In return for the assistance of the Government of the United States of America envisaged in Title I above :

1) The Government of the French Republic will furnish or cause to be furnished the land, buildings, equipment, materials, and services required for the development of existing facilities or for the establishment of new facilities, except for the equipment, materials, and services to be furnished either by the Government of the United States of America or by other governments participating in joint projects.

The Government of the French Republic will facilitate in every possible way the expansion or establishment of the facilities referred to in the preceding paragraph.

2) The Government of the French Republic will maintain or cause to be maintained in good condition the additional facilities created with the assistance of the Government of the United States of America, so that they may be quickly used in case of need to produce, maintain, repair or overhaul equipment and materials destined for the common defense.

The equipment furnished by the Government of the United States of America and the additional facilities foreseen in the foregoing paragraph may, after notification to, and in the absence of objections from, the Government of the United States of America, be used for other purposes, provided that such use will not interfere with their immediate availability for the envisaged in this exchange of notes.

Nevertheless, such use may be envisaged only after agreement between appropriate representatives of the Government of the French Republic and the Government of the United States of America in the case of equipment or facilities considered classified by the Government of the United States of America or of installations permitting the production of materials considered classified by the latter.

3) It is understood that the capacity of facilities set up as a result of United States assistance, and which are the subject of article 2) above, will be additional to the capacity of facilities of the same type, whether under public or private ownership, already existing in France, or already programmed by the Government of the French Republic.

The Government of the French Republic will make every effort to maintain or to cause to be maintained the total capacity of all the facilities mentioned in the preceding paragraph at the level envisaged on the date of signature of each of the technical arrangements referred to in article 4 of Title I.

4) If changed circumstances make the continued fulfillment of the commitments concerning the maintenance of facilities envisaged in this Title either unnecessary from the standpoint of defense or unattainable from a practical standpoint, the Government of the French Republic may, after consultation with the Government of the United States of America, modify the said commitments to take into account these changed conditions.

TITLE III

1) The Government of the French Republic will make available the products and services referred to in this exchange of notes to member countries of NATO at fair and reasonable prices, and will not discriminate among such nations, especially as regards prices, quality, or time for delivery, manufacture or repair.

These commitments will, nevertheless, be subject to the condition that the military requirements, for defense purposes, of the Government of the French Republic, and in the case of joint projects, of the participating governments, are first satisfied.

When one of the projects referred to in Title I, article 3), of this exchange of notes involves a product of United States origin, sales by the Government of the French Republic to non-NATO nations of products and services resulting from the execution of this project may not be made without the agreement of the Government of the United States of America.

In the case of products and services resulting from the execution of a project involving a product of French origin, the Government of the French Republic may sell them to non-NATO nations after notification to, and in the absence of objections from, the Government of the United States of America.

2) The Government of the French Republic will exclude as an element of the sales price of products and services any charge whatsoever attributable to the initial cost of equipment, materials, or services furnished free of charge by the Government of the United States of America.

3) The Government of the French Republic will grant customs and tax exemptions in connection with the carrying out of this program in the following manner :

- a) It will permit the importation and exportation free from customs duties, levies or indirect taxes of all materials, parts or components sent to France for production, maintenance, repair or overhaul within the framework of this Agreement. This exemption for import duties may be effected by the system for suspension of customs duties affecting imports destined to be reexported from France.
- b) It will permit the exportation free from customs duties, levies or indirect taxes of the products and articles which have been produced, maintained, repaired or overhauled in France within the framework of this Agreement.
- c) It will permit the importation and exportation free from customs duties, levies or indirect taxes of equipment and machinery imported under the conditions set up in the Mutual Defense Assistance Agreement concluded between the Government of the French Republic and the Government of the United States of America on January 27, 1950. Where the said Agreement is not applicable, it will, on the occasion of importation or exportation of equipment or machinery, grant the exemptions provided for in French customs and tax legislation valid at the time of such importations or exportations.

TITLE IV

The Government of the French Republic undertakes not to transfer or to authorize the transfer to another country, without prior agreement from the Government of the United States of America :

- a) materials referred to in this exchange of notes to which shall have been contributed, either directly or indirectly, classified information made available by the Government of the United States of America to permit their manufacture, use or maintenance ;
- b) classified information of United States origin relating to the production, maintenance, utilization, repair or overhaul of these materials.

TITLE V

1) To the extent to which, and subject to the conditions under which it has the right to do so without the payment of royalties or other compensation to third parties, the Government of the French Republic will furnish without cost to the Government of the United States of America, for defense purposes, technical information (proprietary or other) utilized in or arising out of the production, maintenance, repair or overhaul, (including development) of military items covered by the "Weapons Production Program".

2) Subject to the same limitations, the Government of the French Republic 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 the "Weapons Production Program".

3) The Government of the French Republic, in entering into contracts concluded within the framework of the "Weapons Production Program" subsequent to the effective date of this exchange of notes, will use its best efforts to obtain for the Government of the United States of America rights to technical information (proprietary or other), as well as to inventions, improvements and discoveries arising out of the production, maintenance, repair, overhaul, (including development) of military items covered by the said program, equal to those it obtains for itself, by virtue of the said contracts, and under conditions as favorable as those made to it for its own use.

TITLE VI

The present exchange of notes terminates the exchange of notes signed on September 23, 1957 between the Government of the French Republic and the Government of the United States of America regarding a special Facilities Assistance Program.¹

Nevertheless, the special arrangements concluded prior to the date of entry into effect of the present exchange of notes remain subject to the provisions of the exchange of notes of September 23, 1957. New arrangements may, however, be concluded between appropriate representatives of the Governments of the French Republic and the United States of America if it should appear advisable to harmonize their provisions with one or more provisions of the present exchange of notes.

I have the honor to propose that if these provisions are acceptable to the Government of the French Republic, the present note and Your Excellency's reply shall

¹ United Nations, *Treaty Series*, Vol. 293, p. 297.

constitute an arrangement as envisaged in Article I, paragraph 1 of the Mutual Defense Assistance Agreement between our two Governments and that this arrangement shall enter into effect on the date of Your Excellency's reply.

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

His Excellency Eric de Carbonnel
Secretary General
Ministry of Foreign Affairs
Paris

Amory HOUGHTON

[TRADUCTION — TRANSLATION]

N° 71

Monsieur le Secrétaire général,

Paris, le 19 septembre 1960

[*Voir note II*]

Amory HOUGHTON

Son Excellence Monsieur Eric de Carbonnel
Secrétaire général
Ministère des affaires étrangères
Paris

II

*The Secretary General, French Ministry
of Foreign Affairs, to the American Am-
bassador*

*Le Secrétaire général du Ministère des
affaires étrangères à l'Ambassadeur
des États-Unis d'Amérique*

LIBERTÉ - ÉGALITÉ - FRATERNITÉ

MINISTÈRE DES AFFAIRES ÉTRANGÈRES
RÉPUBLIQUE FRANÇAISE

Paris, le 19 septembre 1960

Monsieur l'Ambassadeur,

J'ai l'honneur d'accuser réception de la lettre de Votre Excellence en date de ce jour dont la traduction française se lit comme suit :

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

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

ERIC DE CARBONNEL

A Son Excellence Monsieur Amory Houghton
Ambassadeur des États-Unis d'Amérique
à Paris

[TRANSLATION¹ — TRADUCTION²]

LIBERTY - EQUALITY - FRATERNITY

FRENCH REPUBLIC

MINISTRY OF FOREIGN AFFAIRS

Paris, September 19, 1960

Mr. Ambassador :

I have the honor to acknowledge receipt of Your Excellency's note dated today, the French translation of which reads as follows :

[*See note I*]

I have the honor to inform you that the French Government agrees with the provisions of this note.

Please accept, Mr. Ambassador, the assurances of my very high consideration.

ERIC DE CARBONNEL

His Excellency Amory Houghton
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.