

No. 9601

**UNITED STATES of AMERICA
and
FRANCE**

**Agreement regarding the construction, operation and
maintenance of a pipeline. Signed at Paris on
30 June 1953**

Authentic texts: English and French.

Registered by the United States of America on 6 June 1969.

**ÉTATS-UNIS D'AMÉRIQUE
et
FRANCE**

**Accord relatif à la construction, l'exploitation et
l'entretien d'un pipe-line. Signé à Paris le 30 juin
1953**

Textes authentiques: anglais et français.

Enregistré par les États-Unis d'Amérique le 6 juin 1969.

AGREEMENT ¹ BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF FRANCE REGARDING THE CONSTRUCTION, OPERATION AND MAINTENANCE OF A PIPELINE

The Government of the United States of America and
The Government of the Republic of France,

Considering their respective responsibilities in the defense of Western Europe in accordance with the North Atlantic Treaty of April 4, 1949 ; ²

Considering that certain storage installations for petroleum products will be constructed in France between the port of Donges and the Metz region for the use of the United States Armed Forces in Europe, in accordance with the provisions of the Agreement of November 6, 1950, ³ relating to the establishment of the Line of Communications across France ;

Considering that the need for rapid transmission of petroleum products for the Armed Forces of the United States in Europe requires the construction and operation of a pipeline for military purposes between the port of Donges and the Metz region connecting the storage facilities mentioned in the preceding paragraph ;

Considering that this pipeline will provide a part of its available capacity to the French Government for the shipment of French petroleum products ;

Have agreed as follows :

Article I

A pipeline connecting the United States Army storage facilities along the United States Line of Communications will be constructed in France between the port of Donges and the Metz region.

The word " pipeline " as used in the present Agreement is to be understood as meaning :

- the pipe proper,
- the high pressure pumping stations and their agreed supplementary installations.

¹ Came into force on 30 June 1953 by signature.

² United Nations, *Treaty Series*, Vol. 34, p. 243.

³ Not printed.

Article II

The pipeline will be built in accordance with the provisions of the Agreement of May 13, 1952,¹ covering the construction of installations for the United States Armed Forces in Metropolitan France, together with any future amendments relating thereto, under the conditions and reservations set forth in a technical agreement to be concluded between the competent authorities of the two countries.

Article III

The French Government will enter into an agreement with the TRAPIL Company for the construction of the pipeline, pursuant to the Law of August 2, 1949, as modified on June 7, 1951.

The TRAPIL Company will be reimbursed for its expenditures incurred in connection with the planning and construction under conditions to be agreed between the United States Army and the Ministry of Industry and Energy (Direction of Petroleum Products).

Article IV

The French Government will secure without cost to the United States Government the land and rights of way required in the construction, operation and maintenance of the pipeline.

Article V

In the event that a cost-sharing formula for a North Atlantic Treaty Organization infrastructure program becomes applicable to any part of the expenses incurred by the United States Government, that part, insofar as it is subject to cost-sharing, will be considered as an advance against the contributions required in the overall application of the cost-sharing formula.

Article VI

The provisions of the Agreement of June 13, 1952,² between the Governments of the United States and the French Republic on taxes, together with all amendments relating thereto,³ will be applicable to all United States expenditures made under the present Agreement.

¹ Not printed.

² United Nations, *Treaty Series*, Vol. 181, p. 3.

³ *Ibid.*, Vol. 265, p. 356.

Article VII

1. On the basis of the United States Army's requirements, the technical operation and the maintenance of the pipeline will be assured under the responsibility of the French Government by the TRAPIL Company in close cooperation with the United States Army.

This operation and maintenance will be assured at the expense of the United States Army, with the exception of the dispositions which will result from Article VIII below, in conformity with the provisions of a technical agreement to be concluded between the competent authorities of the two countries, and under contracts to be entered into between the French Government and the TRAPIL Company with United States Army prior approval.

2. For purposes of the execution of the present Agreement, the TRAPIL Company will organize its services in such a way that all the operations concerning the operation and maintenance of the pipeline will be set up independently and with separate accounting.

3. Contracts to be let with the TRAPIL Company for the operation and maintenance of the pipeline will be based on the principle that the Company will not derive any profit from these operations.

4. The French Government will assure the security of the pipeline, except within the areas put at the disposition of the United States Army in accordance with the Agreement of November 6, 1950, concerning the establishment of the Line of Communications across France.

Article VIII

The conditions under which the French Government will use the pipeline will be determined by a technical agreement to be concluded between the competent authorities of the two countries, it being understood that no products intended for commercial use will be transported, unless agreed to by the appropriate authorities of the two countries.

Article IX

In time of emergency or war the operation and conditions of utilization of the pipeline will remain unchanged until the pipeline is placed under the over-all control of the Supreme Allied Commander Europe. Neither of the two Governments will oppose such a request by the Supreme Allied Commander Europe.

Article X

1. All removable facilities erected or constructed by, or on behalf of, the United States Government at its sole expense and all equipment,

materials and supplies brought into France or purchased in France, by or on behalf of the United States Government, in connection with the construction, development, operation or maintenance of the pipeline will remain the property of the United States Government and may be removed from France free of any restriction after due notice to the French governmental authorities or disposed of in France under conditions agreed with the competent French authorities, at any time before the termination of the present Agreement or within a reasonable time thereafter, provided that the French Government may first have had an opportunity to bid for any such equipment that is essential to the operation of the pipeline.

No such removal or disposal will be undertaken which will prejudice the mission of the North Atlantic Treaty Organization.

2. The two Governments will negotiate the method by which the residual value, if any, of the facilities developed or constructed under the present Agreement and not removed or disposed of in accordance with paragraph 1 above, will be treated when such facilities or any part thereof are not needed by the military forces of the United States. Such negotiations will be without prejudice to agreements within the North Atlantic Treaty Organization on the same subject, which agreements will govern to the extent they are applicable to facilities developed and constructed under the present Agreement.

3. In the event that, by joint agreement, the use of any of the facilities covered by this Agreement is transferred to North Atlantic Treaty Organization forces other than those of the United States and France, all arrangements appropriate to the preservation of their respective rights and interests will be concluded jointly by the United States and France with the nation responsible for these forces.

Article XI

The present Agreement will remain in effect during the period of validity of the North Atlantic Treaty, unless the two Governments decide beforehand to terminate it by mutual consent.

DONE in duplicate, in English and French, the two texts being equally valid.

At Paris, June 30, 1953.

Douglas DILLON

[SEAL]

BIDAULT

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