

No. 9598

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UNITED STATES OF AMERICA  
and  
FRANCE

Agreement regarding the establishment of an air depot  
at Deols-La Martinerie. Signed at Paris on 27 Feb-  
ruary 1951

*Authentic texts: English and French.*

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

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ÉTATS-UNIS D'AMÉRIQUE  
et  
FRANCE

Accord au sujet de la création d'un Entrepôt de matériel  
aéronautique à Déols-La Martinerie. Signé à Paris  
le 27 février 1951

*Textes authentiques: anglais et français.*

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

AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF FRANCE REGARDING THE ESTABLISHMENT OF AN AIR DEPOT AT DEOLS-LA MARTINERIE

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

Having regard to their respective responsibilities in defense of Western Europe under the North Atlantic Treaty of April 4, 1949,<sup>2</sup> and to their joint undertakings under the Mutual Defense Agreement of January 27, 1950<sup>3</sup>, have agreed that the United States Air Force shall establish an Air Depot capable of receiving, storing, repairing and issuing supplies and equipment for the Air Forces of the United States and of the nations cooperating with it in the execution of the Mutual Defense Assistance program, and where technical advice and assistance may be furnished.

1. The Government of the French Republic authorizes the United States Government to have the United States Air Force establish an Air Depot in the vicinity of Chateauroux on the premises of the aircraft plant at Deols and the French Air Force depot at La Martinerie. The Government of the French Republic will grant the necessary facilities for the establishment and operation of such an Air Depot as well as for the corresponding air traffic. The term " Air Depot " as used in the present agreement refers to the entirety of these facilities.

2. The details of the establishment and operation of the Air Depot will be covered in technical agreements concluded as rapidly as possible by the appropriate authorities of the two countries subject to the general provisions of the present agreement. Any point of disagreement will be submitted to the Ministry of Foreign Affairs and the United States Embassy in Paris.

3. The Government of the French Republic will progressively and as rapidly as possible place the Air Depot at the disposal of the United States

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<sup>1</sup> Came into force on 27 February 1951 by signature.

<sup>2</sup> United Nations, *Treaty Series*, Vol. 34, p. 243.

<sup>3</sup> *Ibid.*, Vol. 80, p. 171.

Air Force and will attempt to complete its evacuation by August 1, 1951. In any event the Air Depot will be completely evacuated six months after the date of signature of the present agreement. The schedule of evacuation will be established by a technical agreement. In consideration of the present value of the Air Depot, the United States Government agrees to compensate the Government of the French Republic before August 1, 1951, for the partial costs incident to the relocation of present occupants as follows: At La Martinerie, one and one-half billion francs; at Deols, two hundred ten million francs. The Government of the French Republic will also place at the disposal of the United States Air Force such additional adjacent land as may be found after agreement between the competent authorities necessary for the establishment and operation of the Air Depot.

4. The United States Air Force may, subject to the conditions set forth in Paragraph 10 below, request the appropriate French authorities to modify, alter, or rehabilitate the Air Depot or to perform new construction thereon in accordance with United States Air Force specifications and requirements. The United States Government shall bear the cost thereof, as well as the costs of maintenance and operation of the Air Depot, and will compensate the Government of the French Republic for the rental of Deols in the amount of thirty-five million francs per year, La Martinerie being placed free of charge at the disposal of the United States Air Force by the Government of the French Republic.

5. In the event the United States Government decides to request contributions from other nations participating in Military Defense Assistance Program to cover the cost to the United States Government of the establishment and operation of the Air Depot, the United States Government will not seek any such contribution from the Government of the French Republic in consideration of the facilities the latter has granted for the establishment of the Air Depot.

6. The United States Air Force may be permitted to use the Air Depot for such other appropriate military purposes as may be subsequently agreed between the two Governments.

7. The Air Depot and the other fixed properties which are or which may be constructed thereon shall remain French property. At the expiration of the present agreement or upon written notification by the United States Air Force of relinquishment of the Air Depot, land which is the property of the Government of the French Republic together with all installations and fixed improvements or other permanent improvements which shall be situated or constructed thereon shall be relinquished to the Government of the French Republic or shall revert to it in some other manner without

giving rise to cost rights or compensation. Reversionary rights with respect to permanent improvements constructed solely by United States funds on privately owned land will be negotiated by the competent authorities of the two Governments, provided that in no case shall reversion to private owners of any part of the Air Depot give rise to claims against the United States Government. The United States Government will not be required to place, or to bear the expenses of placing, the Air Depot or any portion thereof into conditions existing at the time of occupancy of the Air Depot by the United States Air Force.

8. The United States Air Force will, however, have the right at all times to remove all supplies, equipment and provisions and other movable property belonging to the United States Government which are at any time during the period of this agreement located in the area in question provided that no equipment essential to the operation or maintenance of the air traffic facilities of the Air Depot shall be removed prior to the expiration of this agreement without the agreement of the Government of the French Republic.

9. The juridical status of members of the United States Armed Forces stationed in France for the operation of the Air Depot shall be regulated by the provisions of Annex No. 1 of the Agreement between the United States Government and the Government of the Republic of France regarding the establishment and operation of the Line of Communication across France<sup>1</sup> or by such subsequent agreements as may result from negotiations presently in progress.

10. The United States Government will utilize the services of the Government of the French Republic in obtaining the goods and services and in carrying out the construction work required for the establishment and operation of the Air Depot as well as for the payment of franc expenditures resulting from such requirements of the Government of the United States. The details of this procedure shall be established by a technical agreement. The Government of the French Republic will designate a liaison mission to act as intermediary and to assist the United States Government in the procurement of those goods and services and to handle the necessary payments therefor on a reimbursable basis subject to the terms of this agreement.

11. The Government of the French Republic will be responsible for the external security of the Air Depot and the United States Air Force for the internal security of the Air Depot as well as for the safeguarding of its own equipment in accordance with existing agreements between the two Governments.

12. The United States Air Force shall have the right to employ for the operation of the Air Depot an initial complement of 3,500 military person-

<sup>1</sup> Not printed.

nel and 200 United States Civilians. These numbers may be increased after agreement between the competent French and United States authorities. The United States Air Force will employ to the maximum extent possible and under conditions to be established by the technical agreement the French personnel presently employed in the Air Depot.

13. The Government of the French Republic authorizes the flight of aircraft utilized by the United States Government into and out of the Air Depot and the overflight by such aircraft of French metropolitan territory. Such flights will be subject to the provisions of flight rules and regulations and be under conditions to be determined by the technical agreements to be drawn up between the appropriate authorities of the two countries.

14. The Government of the French Republic authorizes the United States Air Force to maintain and operate such radio communications and other air traffic control facilities as are necessary to support the above referred to air traffic including the establishment of a radio link in the United States Air Force communications network. The details will be covered by a technical agreement.

15. 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, such decision being particularly appropriate upon advice of the North Atlantic Council.

IN WITNESS WHEREOF, the respective Plenipotentiaries have affixed their signatures and seals to the present Agreement.

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

At Paris, February 27, 1951.

David BRUCE

A. PARODI

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