

No. 17249

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**UNITED STATES OF AMERICA  
and  
FEDERAL REPUBLIC OF GERMANY**

**Agreement between the Commander in Chief, Headquarters, United States Army, Europe and Seventh Army, represented by the Deputy Chief of Staff for Logistics (DCSLOG), Heidelberg, and the Federal Minister of Defense of the Federal Republic of Germany, Bonn, concerning the transfer of US bridge and ferry equipment to Federal Republic of Germany ownership (with annex). Signed at Heidelberg on 26 May 1976 and at Bonn on 1 June 1976**

*Authentic texts of the Agreement: English and German.*

*Authentic text of the annex: English.*

*Registered by the United States of America on 24 November 1978.*

AGREEMENT<sup>1</sup> BETWEEN THE COMMANDER IN CHIEF, HEAD-QUARTERS, UNITED STATES ARMY, EUROPE AND SEVENTH ARMY, REPRESENTED BY THE DEPUTY CHIEF OF STAFF FOR LOGISTICS (DCSLOG), HEIDELBERG, HEREAFTER CALLED "HQ USAREUR" AND THE FEDERAL MINISTER OF DEFENSE OF THE FEDERAL REPUBLIC OF GERMANY, BONN, HEREAFTER CALLED "MOD" CONCERNING THE TRANSFER OF US BRIDGE AND FERRY EQUIPMENT TO FEDERAL REPUBLIC OF GERMANY OWNERSHIP

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*Article 1.* GENERAL BACKGROUND: The World War II US bridge and ferry equipment, more particularly described in Annex 1, was leased to the Bundeswehr under Lease Agreement DAJA 37 67 L 0001, dated 1 August 1966. As consideration for the lease, the Bundeswehr was obligated to operate, maintain, repair, restore and protect the bridge and ferry equipment until its return to the US Government. With respect to the propulsion units, the United States Government was obligated to perform heavy maintenance overhaul of depot type. Notwithstanding this obligation, the Bundeswehr was required to perform heavy maintenance overhaul of depot type over and above its obligations under the lease agreement, in order to keep the bridge and ferry equipment in operational readiness. Between 1 August 1966, the conclusion date of the lease agreement, and 31 May 1972, the Bundeswehr invested the amount of DM 4,500,000.00 for maintenance, repair, restoration, and protection of the bridge and ferry equipment. In addition to these costs, which were to be borne by the Bundeswehr in accordance with the terms of the lease agreement, the Bundeswehr invested the amount of DM 5,250,000.00 for heavy maintenance overhaul of depot type. These additional expenses include investments made for the replacement of the propulsion units. Total investments made by the Bundeswehr during the aforementioned period of time amount to DM 9,750,000.00. Further costs of like nature were incurred by the Bundeswehr between 1 June 1972 and the present. In view of the above, the parties to this agreement have agreed upon the transfer of the bridge and ferry equipment into Federal Republic of Germany ownership.

*Article 2.* 1. The US bridge and ferry equipment listed in Annex 1 is transferred permanently to the Federal Republic of Germany and becomes its property.

2. The present date value of the bridge and ferry equipment is estimated at \$3,097,073.56 (in words: Three million ninety seven thousand seventy three dollars and 56/100 cents). This estimate is based on the present condition and the prospective service life of the bridge and ferry equipment.

3. MOD agrees to waive its claim for all sums expended by it for repair, maintenance, spare part replacement, etc., over and above the responsibilities under the lease of 1 August 1966, from that date to present.

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<sup>1</sup> Came into force on 1 June 1976 by signature, in accordance with article 5.

*Article 3.* In consideration of the transfer of the US bridge and ferry equipment to Federal Republic of Germany ownership, MOD further agrees to fulfill the following conditions:

- a. The equipment remains in peace and in war time within the present operational area, i.e., Rhine section from stream kilometer 352 to 544. A relocation is permissible fundamentally only after previous approval by HQ USAREUR.
- b. MOD keeps the equipment in operational condition as long as the maintenance is justifiable under consideration of economic viewpoints. If the equipment can hereafter no longer be kept in operational condition and must therefore be put out of service, MOD will provide for replacement of equal or better quality in accordance with Bundeswehr and US Forces standards.
- c. Upon request, the equipment will be placed at the disposal of the US Forces for exercise and training purposes. The competent German Bridge Operational Unit must be notified of the requirement not later than seven days in advance.
- d. Upon notification of the prescribed alert stage or the beginning of hostilities, the Bundeswehr will put the equipment into operation in general for the US Forces within an agreed period of time. In case of crises, the equipment can also be used for other NATO Forces in accordance with Document MC 36/2 (revised) upon corresponding priority decision by COMCENTAG.
- e. If the Bundeswehr declares that it is not in the position to execute the given tasks in the event of tension or defense, the US Forces may take over the operation of the equipment.

*Article 4.* This agreement can be changed by the parties thereto in mutual coordination. Changes must be made in writing.

*Article 5.* The agreement comes into effect upon signature by the parties thereto. As of the date of signature, the lease agreement DAJA 37 67 L 0001 of 1 August 1966 will be terminated.

DONE at Bonn, on 1 June 1976.

DONE at Heidelberg, on 26 May 1976, in duplicate, in the English and German language, each text being equally authentic.

For the Federal Minister of Defense  
of the Federal Republic of Germany:

[Signed]

BACKES  
Ministerialrat<sup>1</sup>

For the Commander in Chief,  
HQ USAREUR and 7th Army:

[Signed]

JAMES S. WELCH  
COL (P), GS  
Acting DCSLOG

<sup>1</sup> Ministerial Counsellor.

## ANNEX 1

<i>Item or Ref No.</i>	<i>Item Description (Including Stock No.)</i>	<i>Quantity</i>	<i>Unit of Issue</i>	<i>Unit Costs \$</i>	<i>Total Cost \$</i>	<i>Availability and Remarks</i>
1.	Bridge, Floating Steel Ponton, Panel Superstructure, Non-Standard, Length of Bridge 886 Feet, and Support Equipment ( <i>Note 1</i> ), Location Gernsheim on Rhine, Germany	1	Set	559,147.41	559,147.41	
2.	Bridge, Floating Steel Ponton, Panel Superstructure, Non-Standard, Length of Bridge 780 Feet, and Support Equipment ( <i>Note 1</i> ), Location Bruehl on Rhine, Germany	1	Set	345,126.86	345,126.86	
3.	Bridge, Floating Steel Ponton, Warren Trust German Superstructure, Non-Standard, Locally Procured, Length of Bridge 886 Feet, and Support Equipment ( <i>Note 1</i> ), Location Gernsheim, Germany	1	Set	423,628.97	435,628.97	
4.	Bridge, Floating Steel Ponton, Panel Superstructure, Non-Standard, Length of Bridge 800 Feet, and Support Equipment ( <i>Note 1</i> ), Location Leopoldshafen (Leimersheim) on Rhine, Germany	1	Set	276,064.36	276,064.36	
5.	Bridge, Floating Steel Ponton, Panel Superstructure, Non-Standard, Length of Bridge 1130 Feet, and Support Equipment ( <i>Note 1</i> ), Location Nierstein on Rhine, Germany	1	Set	590,455.86	590,455.86	
6.	Bridge, Floating Steel Ponton, Panel Superstructure, Non-Standard, Length of Bridge 800 Feet, and Support Equipment ( <i>Note 1</i> ), Location Rheinhausen on Rhine, Germany	1	Set	396,159.36	396,159.36	

NOTES: 1. Support Equipment for Bridge Sets, identified by case item numbers, is listed below. Stock Number, Nomenclature, Quantity, Unit of Issue, Unit Cost and Total Cost are shown in the order stated.

## Item 1:

3950-292-9879	Hoist, chain	1ea	\$	68.19	\$	68.19
3950-274-6737	Hoist, chain	1ea		68.19		68.19
3950-292-9882	Hoist, chain	4ea		78.10		312.40
5420-355-6727	Jack, cord	2ea		41.39		82.78
5120-293-0991	Jack, 15-ton	1ea		56.85		56.85
3950-273-2869	Winch, 5-ton, hand-oper.	9ea		25.00		225.00
Non-Standard	Winch, 5-ton, hand-oper.	2ea		100.00		200.00
2040-270-5772	Anchor, 200-lb	11ea		35.00		385.00
Non-Standard	Winch, DED, w/log Book	9ea		6,000.00		54,000.00
2040-377-8604	Anchor, 500-lb	2ea		134.00		268.00
NSN	Raft, Class 100	2ea		62,122.00		124,244.00
2010-852-0001	Propulsion Unit, German type	4ea		10,320.00		41,280.00
NSN	Raft, test (composed of PSP & Reserve Bailey Components), Class 100	1ea		62,122.00		62,122.00
5420-542-4729	Ponton Boat, Half Section (LTR)	1ea		1,835.00		1,835.00

## Item 2:

3950-292-9879	Hoist, chain	2ea	\$ 68.19	\$ 136.38
5120-293-0991	Jack, 15-ton	2ea	56.85	113.70
3950-273-2869	Winch, 5-ton, cap., hand-oper.	6ea	25.00	150.00
Non-Standard	Winch, 25-ton, hand-oper.	2ea	100.00	200.00
2040-228-3687	Anchor, 100-lb	2ea	26.89	53.78
2040-223-3687	Anchor, 150-lb	13ea	30.00	390.00
Non-Standard	Winch, DED, w/Log Book	6ea	6,000.00	36,000.00
2040-377-8604	Anchor, 500-lb	2ea	134.00	268.00
6915-633-8328	Generator, w/Log Book	1ea	558.00	558.00
NSN	Raft, Class 100	1ea	62,122.00	62,122.00
5420-542-4729	Ponton Boat, Half Section (LTR)	1ea	1,835.00	1,835.00

## Item 3:

NSN	Winch, Ramp, hand-oper.	4ea	25.00	100.00
NSN	Winch, DED, w/Log Book	4ea	6,000.00	24,000.00
NSN	Winch, DED, 25 HP, w/Log Book	2ea	6,000.00	12,000.00
NSN	Raft, Class 100	2ea	62,122.00	124,244.00
2040-377-8604	Anchor, 55-lb	2ea	134.00	268.00
2040-223-3687	Anchor, 100-lb	2ea	26.89	53.78
2040-223-3687	Anchor, 150-lb	2ea	30.00	60.00
3950-292-9879	Hoist, chain 1½-3 ton	1ea	68.19	68.19
NSN	Winch, DED, w/Log Book	3ea	6,000.00	18,000.00
5420-542-4729	Ponton, LTR	1ea	1,835.00	1,835.00

## Item 4:

2040-223-3687	Anchor, 100-lb	24ea	26.89	645.36
2040-223-3687	Anchor, 150-lb	10ea	30.00	300.00
3950-273-2869	Winch, 5-ton, hand-oper.	6ea	25.00	150.00
Non-Standard	Winch, DED, w/Log Book	4ea	6,000.00	24,000.00
2040-377-8604	Anchor, 500-lb	1ea	134.00	134.00
5420-542-4729	Ponton, LTR	1ea	1,835.00	1,835.00

## Item 5:

5120-293-0991	Jack, 150-ton	1ea	56.85	56.85
3950-273-2869	Winch, 5-ton cap., hand-oper.	4ea	25.00	100.00
Non-Standard	Winch, 25-ton, DED, w/Log Book	2ea	100.00	200.00
Non-Standard	Winch, DED, w/Log Book	8ea	6,000.00	48,000.00
2040-223-3687	Anchor, 100-lb	9ea	26.89	242.01
2040-223-3687	Anchor, 150-lb	19ea	30.00	570.00
NSN	Sandblaster, 140 LTR	1ea	550.00	550.00
NSN	Raft, Class 100	3ea	62,122.00	186,366.00
2040-377-8604	Anchor, 500-lb	4ea	134.00	536.00
5420-542-4729	Ponton, LTR	1ea	1,835.00	1,835.00

## Item 6:

5420-355-6727	Jack, cord	2ea	41.39	82.78
5120-293-0991	Jack, 15-ton	2ea	56.85	113.70
3950-273-2869	Winch, 5-ton, hand-oper.	4ea	25.00	100.00
3950-273-2872	Winch, Drum, Mod. 6284	2ea	719.00	1,438.00
2040-223-3687	Anchor, 100-lb	26ea	26.89	699.14
2040-270-5772	Anchor, 200-lb	4ea	35.00	140.00
2040-377-8604	Anchor, 500-lb	2ea	134.00	268.00
Non-Standard	Winch, DED, w/Log Book	3ea	6,000.00	18,000.00
NSN	Raft, Class 100	2ea	62,122.00	124,244.00
NSN	Jack, 15-ton	1ea	56.85	56.85
NSN	Jack, 15-ton, auto-lowering	2ea	56.85	113.70
5420-542-4729	Ponton, LTR	1ea	1,835.00	1,835.00
3950-292-7879	Hoist, chain	1ea	68.19	68.19