

No. 22054

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FRANCE

and

UNION OF SOVIET SOCIALIST REPUBLICS

**Agreement on the reciprocal granting in usufruct of land for the construction of their embassies in Moscow and Paris (with exchange of letters, annexed plans, and annex). Signed at Paris on 30 March 1973**

**Supplementary Agreement to the above-mentioned Agreement on the terms governing the planning, construction and use of their embassy complexes in Moscow and Paris. Signed at Moscow on 26 October 1973**

*Authentic texts of the Agreements: French and Russian.*

*Authentic texts of annexes I and III: French.*

*Authentic text of annex II: Russian.*

*Registered by France on 19 July 1983.*

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FRANCE

et

UNION DES RÉPUBLIQUES SOCIALISTES  
SOVIÉTIQUES

**Accord concernant la concession réciproque en jouissance des terrains destinés à la construction de leurs ambassades à Moscou et à Paris (avec échange de lettres, plans annexés et annexe). Signé à Paris le 30 mars 1973**

**Accord complémentaire à l'Accord susmentionné concernant les conditions d'élaboration et de réalisation des projets de construction des ensembles de bâtiments de leurs ambassades à Moscou et à Paris, ainsi que les conditions d'utilisation desdits ensembles. Signé à Moscou le 26 octobre 1973**

*Textes authentiques des Accords : français et russe.*

*Textes authentiques des annexes I et III : français.*

*Textes authentiques de l'annexe II : russe.*

*Enregistrés par la France le 19 juillet 1983.*

## [TRANSLATION — TRADUCTION]

AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS ON THE RECIPROCAL GRANTING IN USUFRUCT OF LAND FOR THE CONSTRUCTION OF THEIR EMBASSIES IN MOSCOW AND PARIS

The Government of the French Republic and  
The Government of the Union of Soviet Socialist Republics,  
Wishing to conclude an agreement on the reciprocal granting in usufruct of land  
for the construction of their embassies in Moscow and Paris,  
Have agreed as follows:

*Article 1. A.* The French Republic shall grant in usufruct to the Union of Soviet Socialist Republics a plot of land 13,000 m<sup>2</sup> in area in block 23 on Boulevard Lannes in Paris (16th district). The exact location and boundaries of the plot are indicated on the plan attached to this Agreement (annex I).<sup>2</sup> This land is for the construction of the building complex needed for the operation of the USSR Embassy in Paris.

B. The Union of Soviet Socialist Republics shall grant in usufruct to the French Republic two plots of land in Moscow, together totalling 13,000 m<sup>2</sup> in area,  
(a) One, of 9,400 m<sup>2</sup> at 45-47 ulitsa Dimitrova, October district;  
(b) The other, of 3,600 m<sup>2</sup> at 12-16 1-y Spassionalivkovsky pereulok, October district.

The exact location and boundaries of these plots are indicated in the plan attached to this Agreement (annex II).<sup>2</sup> This land is for the construction of the building complex needed for the operation of the French Embassy in Moscow.

*Article 2.* The plots indicated in article 1 shall be granted by each Party on a reciprocal basis.

They shall be made available in a fit state for construction above and below ground, served by roads fit for motor vehicles and provided at their boundaries with connections to all public municipal services.

*Article 3.* The land shall be granted free of charge and without indemnity, and shall be exempt from all taxes, levies and charges with the exception of charges for specific services rendered, in accordance with article 23, paragraph 1, of the Vienna Convention on Diplomatic Relations of 18 April 1961.<sup>3</sup>

*Article 4.* The land granted may not be used for any purposes other than the erection of a building complex for use in the operation of each diplomatic mission and to meet the needs of members of those missions for housing, recreational or

<sup>1</sup> Came into force on 26 October 1973, the date of signature of the Supplementary Agreement provided for in article 7, in accordance with article 8.

<sup>2</sup> See insert in a pocket at the end of this volume.

<sup>3</sup> United Nations, *Treaty Series*, vol. 500, p. 95.

cultural activities and other group amenities. The right of occupancy may not, therefore, be transferred to any other person in any manner or for any reason whatsoever.

*Article 5.* Upon the expiry of this Agreement and in the event of its non-renewal, the structures built shall be surrendered to the granting State free of charge and in a good state of repair and upkeep.

Anticipated relinquishment of the use of the land shall be dealt with in a separate agreement establishing the terms for transfer to the granting State.

*Article 6.* Each Party shall be required, on a reciprocal basis, commencing from the signature of this Agreement, to provide the other Party with all possible assistance in the formulation of its construction plans. In particular, the two Parties have agreed:

- To provide each other free of charge, within three months of receipt of a request to that effect accompanied by a detailed list of the information required, with the documentation required to draw up the plans, including information on the items listed in annex III to this Agreement;
- To strive to obtain approval for such exceptions to city planning and building regulations as may be requested during the preparation of the construction plans for each embassy;
- To make every provision to facilitate the stay of the contract architects and technical staff associated with the project.

Each Party shall apply to the Ministry of Foreign Affairs of the granting State for the completion of the formalities associated with this article.

*Article 7.* The terms governing the planning, construction and use of the building complexes in Moscow and Paris shall be dealt with in a supplementary agreement which shall also regulate tax and customs questions and the conditions governing the use of the French Ambassador's residence in Moscow.

*Article 8.* This Agreement is concluded for a period of 90 years and may be renewed by common accord at the request of either Party, to be submitted five years before the expiry of the Agreement.

It shall take effect on the date of signature of the supplementary agreement referred to in article 7 above.

DONE at Paris on 30 March 1973 in two copies, each in the French and Russian languages, both texts being equally authentic.

For the Government  
of the French Republic:

[A. BETTENCOURT]

For the Government  
of the Union of Soviet  
Socialist Republics:

[P. ABRASSIMOV]

ANNEX I<sup>1</sup>ANNEX II<sup>1</sup>

## ANNEX III

## PRELIMINARY SURVEY

- Site survey showing relief, for the positioning of buildings and installation of utilities, services and drainage (water, gas, electricity, telephone, sewers, block heating);
- Soil (geological) survey and findings;
- Descriptive list of the building materials available in each State;
- Chart of any underground structures (plan and section);
- Description of the municipal and building regulations applicable to the land granted;
- List of the documents (plans and estimates) making up the preliminary plan to be submitted in support of the application for planning permission.

## EXCHANGE OF LETTERS

## I

## MINISTRY OF FOREIGN AFFAIRS

Paris, 30 March 1973

Sir,

In reference to the Agreement we signed today on behalf of our Governments concerning the reciprocal granting in usufruct of land for the construction of their embassies in Moscow and in Paris, I confirm that the French authorities will make every effort to be ready to proceed as soon as possible to the signature of the protocol of agreement dealing, *inter alia*, with the terms governing the construction of the said embassies, on which the entry into force of the aforementioned Agreement depends.

In the event that the protocol should not have been signed when the requisite procedures for obtaining planning permission have been completed by both sides, means of hastening its signature could be discussed again in the spirit of the friendly relations between our two countries.

Accept, Sir, etc.

[Signed]

ANDRÉ BETTENCOURT

His Excellency Mr. Piotr Abrassimov  
Ambassador Extraordinary and Plenipotentiary  
of the Union of Soviet Socialist Republics

<sup>1</sup> See insert in a pocket at the end of this volume.

## II

THE AMBASSADOR OF THE UNION OF SOVIET  
SOCIALIST REPUBLICS TO FRANCE

Paris, 30 March 1973

Sir,

I have the honour to acknowledge receipt of your letter of today's date, which reads as follows:

[*See letter I*]

For my part, Sir, I confirm that the Soviet authorities wish to proceed to the signature of the aforementioned protocol as soon as possible and that, should it prove necessary, they are prepared to consider, in conjunction with the French Party, means of hastening its signature.

Accept, Sir, etc.

[*Signed*]

P. ABRASSIMOV

His Excellency Mr. André Bettencourt  
Ministerial Delegate  
Acting Minister for Foreign Affairs  
of the French Republic

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SUPPLEMENTARY AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS ON THE TERMS GOVERNING THE PLANNING, CONSTRUCTION AND USE OF THEIR EMBASSY COMPLEXES IN MOSCOW AND PARIS

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In accordance with the Agreement signed on 30 March 1973 in Paris between the Governments of the French Republic and the Union of Soviet Socialist Republics on the reciprocal granting in usufruct of land for the construction of their embassies in Moscow and Paris,<sup>2</sup> the Parties have agreed on the following provisions:

*Article I.* 1. Each Party shall transmit to the Ministry of Foreign Affairs of the other Party for approval the preliminary architect's plans of its embassy complex.

Each Party shall study the plans submitted to it, present its comments and strive either to approve the plans or to give grounds for refusing to do so, within the shortest possible time.

2. Any changes made to the plans after approval which would affect the architectural appearance of the buildings shall be subject to bilateral approval.

*Article II.* 1. After approval of its preliminary plans, each Party shall, at its own expense, have the technical documentation, including all documentation required under the local building regulations, assembled by competent local, State or private organizations working to a schedule agreed with such organizations.

2. The construction of the embassy complexes in Moscow and Paris shall take place under contracts concluded by each Party with the competent local, State or private organizations in accordance with current practice in the country granting the land.

3. The cost of assembly by the Soviet Party of the technical documentation for the buildings of the Embassy of the French Republic in Moscow shall be set at 4.5 per cent of the overall cost of construction, which is dealt with in article III below and will be determined on the date of approval of the said technical documentation.

The cost of assembling the technical documentation for the buildings of the Embassy of the Union of Soviet Socialist Republics in Paris shall be determined in the contracts concluded by the Soviet Party with the competent French organizations of its choice.

4. The total time taken to assemble the technical documentation and conclude the contracts shall not exceed one year from the time of notification that the preliminary plans have been approved.

5. Each Party may use imported materials and equipment, which may be installed by its own experts, for certain types of internal and external finishing and fittings. A list of the materials, equipment and types of work concerned and a precise and detailed description of their nature and extent as well as the conditions of their use shall be agreed by the Parties while the technical documentation is being assembled.

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<sup>1</sup> Came into force on 26 October 1973 by signature, in accordance with article V.

<sup>2</sup> See p. 240 of this volume.

6. During the assembly of the technical documentation, construction and the conduct of the work referred to in paragraph 5 above, each Party may, at its own expense, maintain in the granting State a mutually agreed number of architects, technicians, engineers and specialized workers, who shall remain in the country as long as is necessary to carry out their tasks and shall be subject to the tax legislation of their country of origin.

7. The Party granting the land shall guarantee the other Party the right to enter the building site at any time during construction and to have the work done inspected by technicians of its choice, from the start of building to the transfer of ownership of the buildings to the other Party. Access to the building site outside working hours shall be arranged by prior agreement.

8. Bringing the preliminary plans into line with the established standards of the granting State and translating them into the language of that State shall be done at the expense of the Party which prepared the plans concerned. Translation of the technical documentation, working drawings, descriptive and preliminary estimates and all other documents needed to carry out the work shall be done at the expense of the Party for which such documents are prepared.

9. The buildings shall be constructed in accordance with the administrative and technical standards in force in the granting State. However, either Party may, at its option, stipulate higher specific loads for its own buildings.

10. Construction may begin as of the time of approval, by the Party granting the land, of the technical documentation submitted by the other Party. Each Party shall notify the other of the dates on which construction will start.

11. The buildings will be guaranteed against faulty workmanship in accordance with the regulations in force in each State.

*Article III.* The cost of construction of the building complexes for the embassy of the French Republic in Moscow and the embassy of the Union of Soviet Socialist Republics in Paris shall be estimated using standard average construction prices derived from the prices quoted by competing firms for similar projects in the Paris region and agreed between the Parties. A chart of the aforesaid prices has been transmitted to the Soviet Party under cover of Note No. 427/MID dated 25 October 1973 of the Embassy of the French Republic, and accepted by the Soviet Party in Note No. 8772/DK dated 25 October 1973 of the Soviet Ministry of Foreign Affairs. If necessary, this chart may be supplemented with prices established by similar means. The cost of construction shall also make allowance for real increases in prices in France during the course of construction as shown by movements in the weighted construction indices published by the French Ministry of Land Development, Supply, Housing and Tourism.

The standard average construction prices shall be calculated inclusive of all taxes applicable in the territory of the French Republic, including value added tax.

Consequently, the total cost of construction of the building complex for the embassy of the French Republic in Moscow shall be determined, applying the aforesaid prices, by the contract which the French Party shall conclude on its own account with the Soviet State building organization recommended by the Soviet Party, and the total cost of construction of the building complex for the embassy of the Union of Soviet Socialist Republics in Paris, by the contract which the Soviet Party shall conclude on its own account with a French company in accordance with current practice in France.

Materials and equipment required to carry out the work referred to in article II, paragraph 5, above shall be imported subject to all taxes and charges, including value added tax and customs duties, and at the sole expense of the Party causing them to be imported.

*Article IV.* 1. Construction of the respective building complexes shall, as far as possible, be concluded simultaneously. After project handover, ownership of the buildings, including those intended for the chancelleries of each embassy and ancillary facilities, shall be simultaneously transferred to each State at a time agreed by the Parties. The transfer of ownership of the buildings shall be recorded in a document signed by both Parties.

2. During the period for which the land is granted, each Party shall carry out all the work that is necessary to maintain and repair its embassy buildings, whatever the nature and extent of such work, at its own expense except as provided for in article II, paragraph 2 above.

3. No changes to the external architecture of the buildings, increases in the dimensions of buildings or erection of new buildings may take place without the consent of the granting State.

4. Each Party shall bear responsibility in respect of its embassy buildings for any damage or injury for which the building owner or lessee would normally be held liable. In the event of complete or partial destruction, structures must be restored to their former condition with the exception of such changes as are accepted by the granting State.

5. The Government of the Union of Soviet Socialist Republics guarantees the Government of the French Republic the continued use of the entire building at 43 ulitsa Dimitrova currently occupied by the embassy to house the residence of the Ambassador of France in Moscow for as long as the land for the Embassy of France referred to in the agreement of 30 March 1973 is granted. For that period, the rental terms for 43 ulitsa Dimitrova, including the amount of rent and the maintenance of the building, shall be set separately in accordance with the current Soviet regulations on premises made available to foreign diplomatic missions in the city of Moscow.

*Article V.* This Supplementary Agreement shall enter into force on the date of its signature.

DONE in Moscow on 26 October 1973 in two copies, each in the French and Russian languages, both texts being equally authentic.

For the Government  
of the French Republic:

[Signed]

JACQUES VIMONT

For the Government  
of the Union of Soviet  
Socialist Republics:

[Signed]

NICOLAS FIRYUBIN