

LEND-LEASE: FRENCH NORTH AND WEST AFRICA ¹

Agreement signed at Algiers September 25, 1943
Entered into force September 25, 1943

59 Stat. 1666; Executive Agreement Series 483

MODUS VIVENDI ON RECIPROCAL AID IN FRENCH NORTH AND WEST AFRICA

The Government of the United States and the French Committee of National Liberation desirous of lending each other the reciprocal aid necessary to the prosecution of the joint war effort are agreed upon the following provisional Modus Vivendi which will, following signature, be applicable in French North and West Africa:

I—With reference to supplies and services urgently needed to maintain the French war effort, which the United States has furnished to the French authorities and will continue to furnish, within limitations of need and supply, it is understood that:

a) Military aid, including supplies for railroads, docks, public utilities and other facilities to the extent that such supplies are determined to be military aid is made available on a straight Lend-Lease basis, in the light of the considerations set forth in Paragraph V. Such aid does not include the pay and allowances of French forces. The United States reserves the right to require the return of any articles furnished under this paragraph and not lost, destroyed or consumed,

(i)—if at any time it is decided that such restitution would be an advantage in the conduct of the war, or

(ii)—If at the end of the present emergency as determined by the President of the United States, the President shall determine that such articles are useful in the defense of the United States or of the Western Hemisphere, or to be otherwise of use to the United States.

b) For all civilian supplies imported from the United States, the French authorities will pay upon the basis of prices to be agreed. Payment will be

¹ See also lend-lease settlement agreements of May 28, 1946 (TIAS 1928, *post*, p. 1126); Feb. 27, 1948 (TIAS 1930, *post*, p. 1245); Mar. 14, 1949 (TIAS 1935 and 1936, *post*, pp. 1300 and 1304); and Jan. 30, 1958 (9 UST 67; TIAS 3979).

made, currently at convenient intervals, in dollars, to an appropriately designated account in the United States.

c) The distinction between civilian and military aid, supplies and services, where such distinction may be necessary, will be made by agreement.

d) All aid furnished under Paragraph I (a) and I (b) will be made available by the United States under the authority and subject to the terms and conditions provided for in the Act of Congress of March 11, 1941, as amended (P.L. 11, 77th Congress, 1st Session).²

II—With reference to supplies and services urgently needed to maintain the United States war effort, which the French authorities have furnished to the United States and will continue to furnish, within limitations of need and supply, it is understood that :

a) The French authorities undertake to make available to or for the use of the armed forces and other governmental agencies of the United States, as reverse Lend-Lease aid to the United States, on a straight Lend-Lease basis, when it is found that such aid can most effectively be procured in territory under their control,

- (i)—military equipment, munitions, and military and naval stores;
- (ii)—other supplies, materials, facilities and services for United States forces, including the use of railway and port facilities, but not including the pay and allowances of such forces nor the administrative expenses of American missions;
- (iii)—supplies, materials, facilities and services, except for the wages and salaries of United States citizens, needed in the construction of military projects, tasks and similar capital works required in the common war effort, to the extent that French North or West Africa is the most practicable source of such supplies, materials, facilities or services;
- (iv)—such other supplies, materials, services or facilities as may be agreed upon as necessary in the prosecution of the war, but not including exports of civilian supplies to the United States from North and West Africa.

While the French authorities retain, of course, the right of final decision, subject to the obligations and arrangements they have entered into for the prosecution of the war, decisions as to the most effective use of resources shall, so far as possible, be made in common, pursuant to common plans for winning the war.

b) All civilian supplies exported from French North and West Africa to the United States will be paid for on the basis of prices to be agreed. Payment will be made currently, at convenient intervals, in dollars, to an appropriate designated account in the United States.

² 55 Stat. 31.

c) The distinction between civilian and military aid, supplies and services, where such distinction may be necessary, will be made by agreement.

d) In order to obtain the supplies and services included within the scope of Paragraph II (a), duly authorized United States officers or other officials will submit their requests to the official services duly designated by the French authorities. These services will be established in Algiers, Casablanca, Oran, Tunis, Dakar, and other places where it may be found practicable and convenient to establish organizations for facilitating the transfer of reciprocal aid.

e) For use in those exceptional cases, and particularly in cases of local procurement of supplies, in which it is agreed to be more practicable to secure such reverse Lend-Lease supplies, facilities and services by direct purchase, rather than by the method of procurement set forth in Paragraph II (b), it is agreed that the French authorities establish a franc account in convenient banking institutions and in the name of a designated officer of the United States to facilitate the provision of reverse Lend-Lease aid as contemplated by Paragraph II (a). The French contributions to this account will be mutually agreed upon from time to time in the light of the changing needs of the American forces, and other appropriate factors. Such an account will not be used for the payment of wages and salaries of American military or civilian personnel, nor for administrative expenses of American missions. Estimates of the franc requirements of the United States will be submitted to designated French authorities from time to time, as may be found convenient. The French authorities will be kept fully and currently informed of all transactions in this account.

III—In exceptional cases, and when they deem it preferable, the American military forces, or other agencies of the United States Government, may continue to use their present practice of acquiring francs against dollars from the French authorities.

IV—Adequate statistical records will be kept of all goods and services exchanged as mutual aid under paragraphs I and II above.

V—The provisions of this modus vivendi correspond to a desire to reduce to an appropriate minimum the need of either party for currency of the other party. Provisions which call for payments in dollars have been decided upon in view of the special situation arising from accumulated dollar balances and availabilities of dollar funds due to the presence of United States troops in French North and West Africa. Revision of the payment provisions of this modus vivendi will be made should the situation require.

Signed at Algiers this 25th day of September, A.D., 1943.

For the Government of the United States of America

ROBERT MURPHY

For the French Committee of National Liberation

MASSIGLI

JEAN MONNET