

FACILITIES FOR UNITED STATES FORCES IN FRANCE

Agreement signed at Paris February 16, 1948

Entered into force February 16, 1948

Obsolete

Department of State files

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF FRANCE REGARDING FACILITIES FOR UNITED STATES FORCES IN FRANCE IN CONNECTION WITH THE OCCUPATION OF GERMANY AND AUSTRIA

The Government of the United States of America,
and

The Government of the Republic of France,

Considering, on the one hand, that the American Government has obligations resulting from the presence of its troops in Germany and Austria and, on the other hand, that the geographical position of France and the French Overseas Territories both in Europe and in Africa is such that they are situated between the United States and the zones occupied by the United States Forces in Europe have agreed to the continuation, for a limited period, of the following provisions:

ARTICLE I

a) The United States Forces shall have the right to transit or sojourn in Metropolitan France under the conditions stipulated in the present Agreement, and in accordance with the modality which may be determined from time to time between the two Governments.

b) The expression "members of the United States Forces" when used in this Agreement will include personnel of the Army, Navy or Air Force, as well as United States civilians who are employed by, or serve with, the United States Forces and who are subject to United States military law. All persons thus defined will be in possession of a military identity card and military duty or leave orders. Specimen copies of the identity card and military duty or leave orders will be made available to the French authorities. In the absence of these documents or in case of doubt as to their validity, the French authorities will consult with the nearest United States military authorities to determine whether a particular individual is a "member of the United States Forces" as defined above.

The Government of the United States agrees not to avail itself of the provisions of Paragraph a) above in order to assist the establishment of private American firms in France or to enable persons of American nationality formerly residing in France to benefit from the provisions of this Agreement.

c) The arrangements in connection with the burial or removal of the remains of members of the United States Forces of the War of 1939–1945 will be covered by a special agreement.

Personnel of United States nationality connected with the burial or removal of such remains, as well as the erection and care of monuments, will benefit from the provisions of the present Agreement. Such personnel will be subject to existing laws when the present Agreement ceases to be in force.

ARTICLE II

American military aircraft being used for the transportation of official personnel, material, mail and for replacement, destined to or coming from Germany or Austria will be authorized to overfly French territory on the routes and in accordance with the maximum monthly volume of traffic stipulated in the Annex.¹ Said Annex may be revised by mutual agreement provided that seven days prior notice shall have been given by either party to the other through the American Embassy or the Ministry of Foreign Affairs; in case no negative response is received prior to the effective date of the proposed revisions, the agreement of the other party will be considered as accorded.

The said American aircraft will conform with the rules of flight and safety prescribed for those routes by the competent French services.

In case of flights not covered in the Annex, a notice of seventy-two hours, including the proposed flight plan, must be given via diplomatic channels; in case no negative response is received within that period, the authorization will be considered as granted.

In case it should be necessary to augment the radar and navigational facilities in France for the control and protection of United States military aircraft flying over or landing in France, special arrangements would be concluded to that effect.

ARTICLE III

a) The United States Forces may conduct a military post office in France for their own needs.

b) To this end, the American authorities will conform to the provisions fixed by the Convention and Regulations of the Universal Postal Union.²

c) Postal matter originating from members of the United States Forces mailed in Army postal units to addresses in France where final delivery is

¹ Note printed.

² *Ante*, vol. 3, p. 539.

effected by the French Department of Post, Telegraph and Telephone, and postal matter originating in French postal units addressed to members of the United States Forces where final delivery is effected by Army postal units should bear full United States postage in the first instance and full French postage in the second instances at the rates prescribed by the International Postal Union regulations.

d) The implementation of customs controls and the collection of any duties and taxes which may in the future be applied will be established by accord between the American military authorities and the French customs authorities.

ARTICLE IV

The United States Forces will have the right to use French telecommunication installations according to the rules and rates applicable to French Government agencies and according to the provisions of the Annex to this Article.

This Annex may be revised by agreement between the American Embassy in Paris and the French Ministry of Foreign Affairs.

As far as wire installations are concerned, the United States Forces are authorized to install and maintain the equipment they are using on the connections put at their disposal by the French Department of Post, Telegraph and Telephone.

This equipment must not cause disturbances on the other connections and should conform to the recommendations of the International Telephone Consultation Committee (C.C.I.F.). The use of codes and jamming devices are authorized.

As far as radio installations are concerned, these are in principle forbidden to the United States Forces, except upon special authorization which must be obtained through diplomatic channels. In this case all information permitting the identification of the United States Forces broadcasts should be communicated to the French authorities.

The facilities granted by the present Article are reserved exclusively to the United States Forces and cannot, under any circumstances, be transferred to private enterprises.

The United States Forces will, as far as possible, grant such facilities as may be requested by the French authorities for the establishment of telecommunication circuits in Germany.

ARTICLE V

a) The United States Forces and the members thereof will have the right to purchase local produce, supplies and manufactured goods for their own use and consumption.

They will also be permitted, after agreement in each case with the competent French authorities, to procure such facilities and services as they may

require in France. Included among these, but not limited to them, are the use of public utilities and real property (without acquiring ownership) as well as the services of local civilian labor.

To the extent of their ability, the French authorities will assist the United States Forces to procure such supplies, facilities and services.

b) To procure such supplies, facilities and services, the United States Forces may, in principle, be permitted to deal directly with individuals or private enterprises.

To prevent such purchases having an adverse effect on the French economy, and in order that goods, the distribution of which is subject to restrictions, may be put at the disposal of the United States Forces and in conformity with Article 3 of the Memorandum of Understanding between the Government of the United States of America and the Provisional Government of the French Republic concerning the expenditures of the United States Forces in Metropolitan France and in French Overseas Territories and dated May 28, 1946,⁸ the United States Forces must, in order to obtain such merchandise, present their request for purchase to the French authorities. The latter will clear them, inform the United States Forces of their findings and will indicate the appropriate sources for such supplies.

The French authorities and United States Forces will determine, by mutual agreement, which facilities and services must be furnished through the intermediary of the French Administration; the latter will be charged with effecting payment for said facilities and services. Reimbursement by the United States Forces to the French Government for said facilities and services, together with administration and operational expenses incurred in the furnishing of such supplies and services will be effected within two months after the submission of certified invoices. The list of such facilities and services as listed in an Annex attached to the present Agreement will be periodically revised by means of a simple exchange of letters between the European Command of the United States Forces and the French Government.

c) In order to be of as much help as possible to the French Government in solving the housing shortage in France, the United States Forces will release housing and other facilities which they no longer require.

d) The technical details concerning the ways and means of presenting invoices and the method of reimbursement shall be arranged by mutual agreement between the competent authorities of the United States Forces and the French Administration in a manner which assures compliance with the United States Army regulations and existing French laws and regulations, in the spirit of the present Agreement.

e) The various contracts entered into in France by the United States Forces in order to obtain supplies, facilities and services as of April 1, 1946 and which are not in contradiction with the terms of the present Agreement

⁸ TIAS 1928, *ante*, p. 1157.

are, in fact, confirmed by it and their validity will continue to be enforced as heretofore.

ARTICLE VI

a) The United States Forces, including all organizations accompanying them, their activities, operations, income, properties and indemnities will be exempt from all French direct taxes collected for the account of the State or of local entities.

b) Members of the United States Forces, as defined in Article I, will be exempt from income tax, except insofar as income from real estate or personal property of French sources is concerned.

This fiscal immunity will be extended to officials and employees of the United States Government who are sent to France to take part in the work of the United States Forces, and whose names will in due course be furnished to the competent French authorities by the United States military authorities.

This provision will not apply to French or foreign nationals, of whatever nationality, who reside in France and are employed locally by the United States Forces.

c) In the case of the decease in France of a member of the United States Forces, only the French properties included in his estate will be liable to inheritance taxes in France, subject to the eventual application of agreements which might enter into force to prevent double taxation in such matters.

This provision does not apply to either French or foreign nationals, of whatever nationality, residing in France and employed locally by the United States Forces.

d) Goods or products purchased in the internal French market by the United States Forces, their members or any organization connected therewith, and services rendered for their account, will be subject to turnover taxes and, in the appropriate use, to production, circulation and consumption taxes as well as to the agricultural solidarity taxes—all according to the conditions set forth in French laws and regulations.

ARTICLE VII

a) Subject to the provisions of the present Agreement, members of the United States Forces, as defined in Article I, and of the organizations accompanying them, must comply with those French laws and regulations which the Customs Administration is responsible for enforcing.

b) (1) Civilian and military personnel of the United States Forces, their baggage and vehicles will be subject to customs inspection under the same conditions as are applied to French citizens, their baggage and vehicles.

(2) Ships sailing under the United States flag must undergo customs formalities and pay duties and navigation taxes under the same conditions as French ships.

c) Official and State documents will not be submitted to customs inspection and control. Couriers who are carrying such objects will bear a letter signed by an authorized officer, indicating succinctly the number and contents of each package and attesting to the fact that the packages contain only official and State documents and are, therefore, exempt from inspection.

d) (1) The importation of supplies, materials and other goods effected by the United States Forces for the exclusive need of United States troops stationed in France and of those services which accompany them, including the Army Post Exchange Service, will be exempt from customs taxes and from all duties and taxes collected by the Customs Administration with the exception of those provisions set forth in Paragraph g) hereinafter.

(2) These imports will, on the whole, be exempt from the formalities required by existing French regulations concerning foreign commerce and exchange controls.

e) (1) Goods admissible under exemptions or in transit will not be subject to any detailed declaration nor to any verification.

(2) Imports admitted under exemption according to the terms of Paragraph d) will be subject to a deposit, made at the import customs office, of an authorization of a removal form.

(3) The form of this document will be fixed by consultation between competent United States military authorities and French customs officials.

(4) This form will be signed by an authorized American officer a copy of whose signature will be filed with the French customs office.

f) Goods admitted duty free under the terms of Paragraphs d) and e) may be turned over to third parties, either by gift or by sale, on the French market, only if the buyers or sellers have already obtained a valid import license from the French Government authorities and have paid the regular customs duties and taxes in effect on the date the transaction is consummated.

g) Goods imported by United States Forces for purposes other than the needs of the Army as well as goods imported by individual members of the United States Forces will be imported under the conditions and at tariff rates fixed by the French customs regulations prevailing at the time of importation and will be submitted to the formalities imposed by French regulations concerning the control of foreign commerce and exchange, except as specifically exempted under the terms of this Agreement.

h) (1) Foreign goods imported by the United States Forces and re-exported by them will be exempt, on leaving France, of all customs formalities as well as other formalities relating to the regulations of foreign commerce and exchange control.

(2) They will, however, be subject to the right of inspection by the Customs Administration.

i) The export by the United States Forces of goods bought on the French market will be submitted to the presentation of licenses or foreign exchange

engagements delivered under conditions provided for by French regulations. They will also have to be the subject of a customs declaration.

However, goods which accompany units or services when moving, are not subject to these formalities, provided that the nature of these goods and the quantities exported correspond to the normal needs of these units or services.

j) Exports effected individually by members of the United States Forces, will be subject to the formalities imposed by French regulations concerning foreign commerce and exchange controls, except as specifically exempted under the terms of this Agreement.

k) In order to suppress violations of laws and regulations, which is the duty of the French Customs Administration, this Administration and the United States military authorities will lend each other every necessary assistance to make inquiries, gather proof and procure testimony in cases brought within either French or United States military jurisdiction.

1) (1) Smuggled goods and goods used to conceal other smuggling, as well as means of transportation liable to confiscation, will be seized.

(2) The United States military authorities will be given possession of any military vehicle and goods belonging to the United States Forces so seized.

m) Members of the United States Forces who are perpetrators of or accomplices to infraction of the customs regulations will not be subject to French judicial measures, but they will be individually and personally liable to fines outlined by the customs code.

n) Fines levied against members of the United States Forces for customs violations should be paid immediately. If members of the United States Forces are not able to pay the fine on the spot, the French customs authorities will transmit a written statement (*procès-verbal*) to the American military authorities, who pledge themselves to do all in their power to assure that members of the United States Forces pay the fines they have incurred by infraction of the French customs regulations.

ARTICLE VIII

a) Except as specifically exempted in the present Agreement, members of the United States Forces, as defined in Article I, will be subject to French rules and regulations regarding foreign exchange and must submit to the controls established to assure their application.

b) Members of the United States Forces will be given "exchange cards" at the time they enter French territory by the French customs officials.

On these cards there shall be entered the amount of currency, checks, travellers checks and postal money orders payable in foreign currency which they have in their possession. All exchange operations made in French territory and which are liable to alter the amount of foreign exchange held by the

owners of these cards will thenceforth be entered on said cards either by the paymasters of the United States Army, the United States Army Post Office agents, French banks, or any intermediary acceptable to the French Ministry of Finance.

At the time of leaving French territory, these cards will be turned over to the French customs authorities to whom the foreign exchange remaining which was brought into France and not exchanged must also be shown.

c) From the date on which the members of the United States Forces will receive "exchange cards" at the time of their entry into France, all members of the United States Forces who are sojourning in France will be given such "exchange cards" by the United States military authorities. These cards will immediately be filled out with an indication of the amount of currency, checks, travellers checks and postal orders payable in foreign currency which are held at that date by interested parties; the total amount of foreign exchange thus outstanding will be reported to the Treasury Attache of the American Embassy who will then inform the French Ministry of Finance.

d) (1) If a member of the United States Forces is found to be in possession of foreign currency, checks, travellers checks or postal money orders payable in foreign currency, for an amount superior to that which, from notations on his "exchange cards" has been imported by him and not exchanged against francs or military payment certificates, or has been received by him from a United States Government disbursing agent the amount of foreign exchange and paying instruments which is in excess of that noted on the "exchange card" will be confiscated unless he can furnish proof he received the amount in excess through postal channels within forty-eight hours.

(2) If a member of the United States Forces is not able, upon his departure from French territory, to turn in his "exchange card" and present the amount of foreign exchange inscribed thereon, the French customs authorities will draw up a written statement (procès-verbal). This statement (procès-verbal) will be transmitted to the United States military authorities if the individual concerned is not in a position to pay promptly the penalties which will be imposed. The United States military authorities pledge themselves to do all in their power to assure that members of the United States Forces pay the penalties they have incurred for infraction of the French foreign exchange regulations.

e) Members of the United States Forces and the services which accompany them who receive their pay or any other payment of whatever nature on French territory must receive it either in cash in French francs, in military payment certificates or in United States Treasury checks. In accordance with the provisions of Paragraphs g) and h) below military payment certificates may only be exchanged on French territory by United States Army Finance Officers and for French francs only. Such exchange privileges will,

furthermore, be accorded only to persons regularly using the facilities of the United States Army Finance Offices.

f) Members of the United States Forces will be able during their assignment or sojourn in France to exchange foreign currency in their possession against military payment certificates or French francs delivered by disbursing agents of the United States Army or against French francs at French banks or against French francs obtained from French banks or persons authorized by the French Office des Changes. Note of these operations will have to be made on their "exchange card" either by the disbursing agent or by the banks.

g) United States Army Post Offices must make all the payments which they have to effect in France in French francs or in military payment certificates. If dollar sums or other foreign exchange are given them for transfers outside of France an indication of these amounts will have to be made by them on the "exchange cards" of the parties concerned. If sums in francs or in military payment certificates are given to them a corresponding transfer of funds will be authorized only within a limit which will be established by the United States military authorities, so that the total funds transferred by any given individual during his sojourn in France will remain notably inferior to the amount of payments which he shall have regularly received during that same period.

h) Authorized United States Army disbursing agents in France shall deliver foreign currencies in exchange of French francs or of military payment certificates to a member of the United States Forces only once during his sojourn in France. This operation will be noted on the "exchange card". Such agents shall, in each case, limit such an exchange to a sum notably inferior to the total of that which the interested party will have received since his entry in France, either as salary or in exchange of currencies as regularly inscribed on his "exchange card".

The exchange of French francs or military payment certificates for foreign currencies may be effected by authorized United States Army disbursing agents only once per quarter and then only to members of the United States Forces who are stationed in France. Each of these exchange operations must be noted on the "exchange card" and should be limited to an amount notably inferior to the total sums which the interested party will have received since the preceding exchange operation made by him, either as salary or from any other exchange transaction regularly noted on his "exchange card".

ARTICLE IX

The question of tort claims will be the subject of a separate agreement.

ARTICLE X

a) The American military authorities will exercise exclusive jurisdiction over members of the United States Forces in the following cases:

- (1) When the victim of the crime is a member of the United States Forces;
- (2) When the crime is punishable by United States military law, but not by French law.

In all other cases, the French authorities will examine with the greatest consideration, before the French jurisdiction has rendered its decision, any request which might be received from the American authorities and looking toward the transfer of the offender to American military jurisdiction.

The United States authorities agree to require all members of United States Forces to observe and respect French law and to abstain from any activity not consistent with the spirit of this accord.

b) French judicial authorities and courts will not be competent to accept civil suits or claims against the American Army or against members of the United States Forces as a result of any act related to official duties. In such cases, the United States authorities will inform the French authorities whether the act was committed in the performance of official duties. If the reply is affirmative, the matter will be handled as a claim against the Government of the United States.

c) French judicial authorities or courts will exercise exclusive civil jurisdiction in all civil matters concerning a member of the United States Forces as a result of acts not related to official duties. The United States Government will not be held responsible for the execution of French court decisions in these cases. The United States authorities will, however, cooperate with the French authorities in accordance with established practices and United States law in securing the enforcement of French court decisions in such cases.

d) The United States Forces will have the right to police all the installations, camps and all other establishments which they may use or maintain in France for the purposes referred to in the present Agreement. They may, in agreement and in liaison with the French authorities, employ their military police in other parts of the French territory insofar as necessary for the maintenance of order and discipline among the members of said Forces. Individuals under the exclusive jurisdiction of the French authorities may be arrested by the American military police inside the installations, camps and establishments under the control of the American authorities in cases where immediate arrest is imperative. Every arrest of that kind will be immediately reported to the nearest French authorities; the individuals referred to above will be handed over in the least possible delay to the competent French authorities.

e) The French police may arrest individuals under the exclusive jurisdiction of the American authorities for infraction or presumption of infraction of French laws or American military laws outside of the installations, camps or establishments referred to in the preceding paragraph, and detain them

until they can be turned over to the American military authorities. Every arrest of that kind will be immediately reported to the nearest American authorities.

f) Members of the United States Forces, as defined in Article I, entering or circulating on French territory will be exempt from the obligation of having a passport and visa. The only documents required will be the following:

(1) Regular formations accompanied by an officer:

(a) Collective military orders in both English and French, including nominal roll, which will be carried by the commanding officer of the group and will mention the origin and destination of the movement;

(b) individual military identity cards.

(2) Individuals traveling alone:

(a) Individual military duty or leave orders in both English and French giving the name of the bearer and mentioning the place and duration of the mission, issued by the competent American military authorities, the list of which will be communicated to the French authorities;

(b) individual military identity card.

g) The bearing of arms by United States military personnel in French territory will be subject to the following provisions:

(1) The United States Forces transiting French territory in military formations will be authorized to bear their arms.

(2) Any officer, non-commissioned officer or enlisted man on police duty, on guard duty, or on guard at American installations, under conditions provided for in the present Agreement, will be authorized to bear arms if he is in possession of military orders signed by the competent American authorities.

(3) Any officer, non-commissioned officer or enlisted man not on official duty may be authorized to carry his arms with him, provided: that the arms are not loaded and that he carries them visibly over the shoulder or on the belt; that the military orders he must be in possession of, in conformity with the above-mentioned provisions, specify that he is transiting French territory on his way to or coming from the American zone of occupation or that he is joining a certain American military establishment in France with his equipment and arms.

(4) The above-mentioned provisions will apply to the entry into or departure from French territory through all borders, with the sole exception of the Franco-Spanish border, and through all ports open to civilian traffic.

ARTICLE XI

The interpretation of this Agreement, the settlement of any difficulties arising therefrom, and the question of appropriate supplementary arrangements covering questions not dealt with in this Agreement shall form the basis of discussion between the Government of the United States of America and the Government of France.

ARTICLE XII

The present Agreement has the effect of terminating any *de facto* or *de jure* situation having prevailed during the course of the Second World War or since that time, whether in France or in French Overseas Territories, protectorates or possessions, and is designed to clarify the status of members of the United States Forces envisaged by the provisions of the said Agreement.

The provisions of the present Agreement shall, with effect from the date of signature, replace those of the Memorandum of Agreement respecting the administration of civil affairs and the liberated areas of France entered into on the 25th day of August 1944 between the French Committee of National Liberation and the Supreme Commander, Allied Expeditionary Forces.⁴

Other agreements of a temporary wartime nature pertaining to military rights and civil affairs entered into by military or civilian personnel on behalf of their respective Governments are also replaced by this Agreement. Purely technical arrangements in force at the present time and concluded between the American Armed Forces and various branches of the French Government and public services as well as all other diplomatic accords previously signed by the two countries are not affected by the present accord insofar as they do not conflict with the provisions contained therein.

The present Agreement will continue in force until a date six months from the date on which either party informs the other party in writing of its intention to terminate it.

In witness thereof, 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 16th 1948

JEFFERSON CAFFERY [SEAL]

G. BIDAULT [SEAL]

⁴ 2 UST 1714; TIAS 2313.