

No. 3806

**UNITED STATES OF AMERICA
and
ECUADOR**

**Agreement concerning financial arrangements for the furnishing of certain supplies and services to naval vessels.
Signed at Quito, on 8 July 1955**

Official texts: English and Spanish.

Registered by the United States of America on 8 April 1957.

**ÉTATS-UNIS D'AMÉRIQUE
et
ÉQUATEUR**

**Accord relatif aux arrangements financiers qui régiront la
fourniture de certains approvisionnements et services
aux navires de guerre. Signé à Quito, le 8 juillet 1955**

Textes officiels anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 8 avril 1957.

No. 3806. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF ECUADOR CONCERNING FINANCIAL ARRANGEMENTS FOR THE FURNISHING OF CERTAIN SUPPLIES AND SERVICES TO NAVAL VESSELS. SIGNED AT QUITO, ON 8 JULY 1955

In consideration of the fact that from time to time naval vessels of the United States of America may visit ports and naval activities of Ecuador, and likewise, naval vessels of Ecuador may visit ports and naval activities of the United States of America, the Government of the United States of America and the Government of Ecuador agree that supplies and services will be furnished on a reimbursable basis by each of the Governments to naval vessels of the other Government as follows :

Article I

Routine port services, such as pilotage, tugs, garbage removal, line handling, and utilities, will be furnished by each of the Governments to visiting naval vessels of the other Government on a reimbursable basis without an advance of funds.

Article II

Miscellaneous supplies, such as fuel, provisions, spare parts and general stores, will be furnished by each of the Governments to visiting naval vessels of the other Government on a reimbursable basis without an advance of funds, on the condition that such miscellaneous supplies are available in the naval supply system of the host Government.

Article III

Services, such as overhauling, repairs, alterations, and installation of equipment, together with supplies incidental thereto, will be furnished by each of the Governments to visiting naval vessels of the other Government when funds to cover the estimated cost of such supplies and services have been made available in advance by the benefiting Government, on the condition that such supplies are available in the naval supply system of the host Government or readily obtainable from commercial sources.

¹ Came into force on 6 October 1955, ninety days from the date of signature, in accordance with article IX.

Article IV

Supplies which are distinctive to the naval service of the host Government, and supplies which have been duly classified under applicable security regulations of such naval service, shall not be required to be furnished under the terms of this agreement.

Article V

Costs of services to be furnished in accordance with Article I of this Agreement will be reimbursed to the host Government at the standard rate prescribed for use within the naval service of the host Government. In the absence of a standard rate, such costs will be reimbursed to the host Government in full, including the cost of labor, material and overhead incurred by the naval activity performing the services. Costs of services to be performed in accordance with Article III of this Agreement will be reimbursed to the host Government in full, including the cost of labor, material and overhead incurred by the naval activity performing the services, plus charges covering the cost of military pay and allowances and depreciation of machinery and equipment. If such services covered by either Article I or Article III are obtained commercially, reimbursement will be made in the amount of the contract cost to the host Government. Costs of supplies to be furnished in accordance with Article II of this Agreement will be reimbursed at the prices at which such supplies are regularly made available for use within the naval service of the host Government, plus accessorial charges covering costs of such items as packing, crating, handling and transportation.

Article VI

Prior to departure of a visiting naval vessel or vessels from a port or naval activity of the host Government, the commanding officer of such visiting naval vessel or vessels will be presented with one bill covering the total value of all services rendered and supplies furnished by the port or naval activity. This bill will be either paid in cash or appropriately certified by such commanding officer as to the receipt and acceptance of the services and supplies listed thereon. The bill so certified will be returned to the appropriate naval representative at the port or naval activity, who will forward it in such manner as may be prescribed by regulation of his naval service for ultimate presentation to the appropriate representative of the benefiting Government. The bill will be due and payable within a period of thirty (30) days from the time of presentation to such representative.

Article VII

In the case of an extended visit, intermittent billings for the supplies and services furnished hereunder will be presented to the commanding officer of the visiting naval vessel or vessels at such intervals as may be mutually agreed upon between such commanding officer and the naval representative of the port or naval activity. Such billings will be certified and processed for payment in the same manner as provided in Article VI hereof.

Article VIII

All payments for services and supplies covered by this Agreement shall be made in the currency of the host Government.

Article IX

This Agreement shall come into force ninety (90) days from the date of signature thereof and shall apply to all supplies and services furnished on or after such date. Either of the signatory Governments may terminate this Agreement by giving notice of such termination at least ninety (90) days in advance of the effective date thereof.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE in duplicate in the English language and the Spanish language this eighth day of July, 1955.

For the Government of the United States of America :

Sheldon T. MILLS

Ambassador Extraordinary and Plenipotentiary

[SEAL]

For the Government of Ecuador :

Luis Ant. PEÑAHERRERA

Minister of Foreign Affairs

Pedro MENÉNDEZ

Minister of National Defense

[SEAL]