

No. 3823

**UNITED STATES OF AMERICA
and
AUSTRALIA**

**Exchange of notes constituting an agreement relating to the
furnishing of certain supplies and services to naval
vessels. Canberra, 19 and 31 December 1956**

Officiel text: English.

Registered by the United States of America on 30 April 1957.

**ÉTATS-UNIS D'AMÉRIQUE
et
AUSTRALIE**

**Échange de notes constituant un accord relatif à la fourni-
ture de certains approvisionnements et services aux
navires de guerre. Canberra, 19 et 31 décembre 1956**

Texte officiel anglais.

Enregistré par les États-Unis d'Amérique le 30 avril 1957.

No. 3823. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND AUSTRALIA RELATING TO THE FURNISHING OF CERTAIN SUPPLIES AND SERVICES TO NAVAL VESSELS. CANBERRA, 19 AND 31 DECEMBER 1956

I

The Australian Minister for External Affairs to the American Chargé d'Affaires-ad interim

MINISTER FOR EXTERNAL AFFAIRS

654/10/2

19th December, 1956

Sir,

I have the honour to refer to discussions which have recently taken place between representatives of the Embassy and the Department of External Affairs regarding the furnishing of certain supplies and services by one of our Governments to Naval vessels of the other Government and to record hereunder my Government's understanding of the Agreement reached between our two Governments in this matter.

Article 1

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 2

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 3

Services, such as overhauling, repairs, alterations, and installation of equipment, together with supplies incidental thereto, will be furnished by each of the Governments

¹ Came into force on 26 January 1957, in accordance with article 9.

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.

Article 4

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 5

Costs of services to be furnished in accordance with Article 1 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 3 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 1 or Article 3 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 2 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 accessory charges covering costs of such items as packing, crating, handling and transportation.

Article 6

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 authority. Where time does not permit the compilation of a detailed bill, an itemised list of services and supplies furnished, without charges, will be presented to the commanding officer for his certification of receipt and acceptance. The bill or list, as certified, will be returned to the appropriate naval representative at the port or naval activity, who will forward it (with the addition of charges in the case only a list has been certified) in such a 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 7

In the case of an extended visit, intermittent accounts 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 accounts will be certified and processed for payment in the same manner as provided in Article 6 hereof.

Article 8

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

Article 9

The agreement shall come into force on 26th January, 1957, and shall apply to all supplies and services furnished on or after such date. Either Government may terminate this agreement by giving to the other Government notice of such termination at least ninety (90) days in advance of the effective date thereof.

If the foregoing provisions are acceptable to your Government, I have the honour to propose that this Note and your confirmatory reply thereto be deemed to constitute and evidence the agreement reached between our two Governments in this matter.

I have the honour to be, Sir,
Your obedient servant,

R. G. CASEY

Mr. Avery F. Peterson
Chargé d'Affaires ad interim
Embassy of the United States of America
Canberra, A.C.T.

II

The American Chargé d'Affaires ad interim to the Australian Minister for External Affairs

AMERICAN EMBASSY
CANBERRA, A. C. T.

No. 123

December 31, 1956

Sir :

I have the honor to refer to discussions which have taken place between representatives of the Department of External Affairs and representatives of this Embassy regarding the furnishing of certain supplies and services to Naval vessels of one of our Governments by the other Government and also to record hereunder my Government's understanding of the Agreement which has been reached between our two Governments concerning this exchange.

My Government has authorized the acceptance of the conditions set forth in your Note to me of 19 December, 1956, number 654/10/2.

I confirm, therefore, that the provisions of your Note of 19 December, 1956 and this reply shall be deemed to constitute and evidence the Agreement reached between our two Governments in this matter.

I have the honor to remain,

Faithfully yours,

Avery F. PETERSON
Chargé d'Affaires ad interim

The Honorable R. G. Casey, C.H., D.S.O., M.C., M. P.
Minister for External Affairs
Canberra, A.C.T.