

No. 3730

**UNITED STATES OF AMERICA
and
PERU**

Agreement concerning financial arrangements for the furnishing of certain supplies and services to naval vessels of both countries. Signed at Lima, on 7 January 1955

Official texts: English and Spanish.

Registered by the United States of America on 19 March 1957.

**ÉTATS-UNIS D'AMÉRIQUE
et
PÉROU**

Accord concernant les arrangements financiers relatifs à la fourniture de certains approvisionnements et services aux navires de la marine de guerre des deux États. Signé à Lima, le 7 janvier 1955

Textes officiels anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 19 mars 1957.

No. 3730. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF PERU CONCERNING FINANCIAL ARRANGEMENTS FOR THE FURNISHING OF CERTAIN SUPPLIES AND SERVICES TO NAVAL VESSELS OF BOTH COUNTRIES. SIGNED AT LIMA, ON 7 JANUARY 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 Peru, and likewise, naval vessels of Peru may visit ports and naval activities of the United States of America, the Government of the United States of America and the Government of Peru agree that supplies and services will be furnished on a reimbursable basis by each of the two Governments to naval vessels of the other Government as follows :

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 a 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 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

¹ Came into force on 7 April 1955, ninety days from the date of signature thereof, in accordance with article 9.

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 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 accessorial 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 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 7

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 6 hereof.

Article 8

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

Article 9

This Agreement shall come in 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 and the Spanish languages this seventh day of January nineteen hundred fifty-five.

For the Government of the United States of America :

Harold H. TITTMANN
Ambassador Extraordinary and Plenipotentiary
of the United States of America

[SEAL]

For the Government of Peru :

D. F. AGUILAR
Minister of Foreign Affairs
Roque A. SALDIAS

[SEAL]