

No. 5294

**UNITED STATES OF AMERICA
and
ECUADOR**

**Exchange of notes (with annex) constituting an agreement
relating to the loan of vessels to Ecuador. Quito,
20 January and 11 February 1960**

Official texts: English and Spanish.

Registered by the United States of America on 4 August 1960.

**ÉTATS-UNIS D'AMÉRIQUE
et
ÉQUATEUR**

**Échange de notes (avec annexe) constituant un accord relatif
au prêt de navires à l'Équateur. Quito, 20 janvier et
11 février 1960**

Textes officiels anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 4 août 1960.

No. 5294. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND ECUADOR RELATING TO THE LOAN OF VESSELS TO ECUADOR. QUITO, 20 JANUARY AND 11 FEBRUARY 1960

I

The American Ambassador to the Ecuadoran Minister of Foreign Affairs

THE FOREIGN SERVICE OF THE UNITED STATES OF AMERICA

No. 311

Quito, January 20, 1960

Excellency :

I have the honor to refer to conversations between representatives of our two Governments concerning the loan of vessels by the Government of the United States of America to the Government of the Republic of Ecuador and to confirm the following understandings reached between our Governments on this subject.

1. The Government of the United States will lend to the Government of the Republic of Ecuador for the period set out below the vessels identified in the annex² to this note.

2. The Government of the Republic of Ecuador will retain possession of, and will use, the vessels subject to the terms and conditions contained in this note and in the Military Assistance Bilateral Agreement Between the United States of America and the Ecuadoran Republic signed on February 20, 1952.³

3. The period of the loan for each vessel shall be five years from the date of its delivery to the Government of the Republic of Ecuador. Six months before the termination of this period, however, the two Governments will, if requested by the Government of the Republic of Ecuador, consult as to the advisability and feasibility of extending the loan for an additional period to be mutually agreed upon, but not to exceed five years. The Government of the United States may, however, request the return of any or all of the vessels at an earlier date if such action is necessitated by its own defense requirements. In the event, the Government of the Republic of Ecuador will promptly return the vessel or vessels to the Government of the United States.

4. Each vessel, together with its available on-board spares and allowances, including consumable stores and fuel, will be delivered to the Government of the Republic of Ecuador at such place and time as may be mutually agreed upon. The delivery shall be evidenc-

¹ Came into force on 11 February 1960 by the exchange of the said notes.

² See p. 143 of this volume.

³ United Nations, *Treaty Series*, Vol. 177, p. 43.

ed by a delivery certificate. The Government of the Republic of Ecuador shall have the use of all outfitting equipment, appliances, fuel, consumable stores, spares, and replacement parts on board the vessels at the time of their delivery.

5. Title to the vessels and to the items and appurtenances referred to in paragraph 4 of this note, except fuel, consumable stores, spares, and replacement parts, shall remain in the Government of the United States. The Government of the Republic of Ecuador may, however, place the vessels under its flag. The Government of the Republic of Ecuador shall not, without the consent of the Government of the United States, relinquish physical possession of the vessels or any such items and appurtenances.

6. The Government of the Republic of Ecuador renounces all claims against the Government of the United States arising from the transfer, use or operation of the vessels and will save the Government of the United States harmless from any such claims asserted by third parties.

7. Upon expiration or termination of the loan, each vessel, together with its outfitting equipment, appliances, and available onboard spares and allowances, including consumable stores, replacement parts and fuel, will be returned to the Government of the United States at a place and a time specified by the Government of the United States in substantially the same condition, reasonable wear and tear excepted, as when transferred. Any items and appurtenances on board the vessels at the time of their return shall, if they are not already the property of the Government of the United States, become the property of the Government of the United States without compensation.

8. The Government of the Republic of Ecuador will pay the Government of the United States just and reasonable compensation for damages to or loss of the vessels. The Government of the Republic of Ecuador shall not, however, be liable for damage to or loss of the vessels arising out of enemy action sustained while in use in accordance with the provisions of paragraph 2 of this note. Should the vessels sustain damages from any cause, such as in the opinion of the Government of the Republic of Ecuador renders them a total loss, the Government of the Republic of Ecuador shall consult with the Government of the United States before declaring said vessels a total loss.

If these understandings are acceptable to Your Excellency's Government, I have the honor to propose that this note and Your Excellency's reply concurring therein shall constitute an Agreement between our two Governments which shall enter into force on the date of Your Excellency's reply.

Accept, Excellency, the renewed assurances of my highest consideration.

Christian M. RAVNDAL

Enclosure :

Annex A.

His Excellency Carlos Tobar Zaldumbide
Minister of Foreign Affairs
Quito

ANNEX A

(PCE-846) *Eunice*
(PCE-874) *Pascagoula*

II

The Ecuadoran Minister of Foreign Affairs to the American Ambassador

[SPANISH TEXT — TEXTE ESPAGNOL]

[TRANSLATION¹ — TRADUCTION²]

REPÚBLICA DEL ECUADOR
MINISTERIO DE RELACIONES EXTERIORES

REPUBLIC OF ECUADOR
MINISTRY OF FOREIGN AFFAIRS

No 1-DDP.

No. 1-DDP.

Quito, a feb. 11 1960

Quito, February 11, 1960

Señor Embajador :

Mr. Ambassador :

Tengo a honra referirme a la atenta nota de Vuestra Excelencia, reservada número 311, de 20 de enero del año en curso, mediante la cual se sirve darme a conocer las condiciones bajo las cuales el Gobierno de los Estados Unidos de América habrá de entregar al Gobierno del Ecuador los dos buques P.C.E.

I have the honor to refer to Your Excellency's confidential note No. 311 of January 20 of this year, in which you were good enough to inform me of the conditions under which the Government of the United States is to deliver the two P.C.E. vessels to the Government of Ecuador.

2. Al respecto, me cumple manifestar a Vuestra Excelencia que una vez estudiadas por mi Gobierno las mencionadas bases, las encuentra ceñidas al Convenio Bilateral de Asistencia Militar, suscrito entre los dos países, el 20 de Febrero de 1.952, y por lo tanto no tiene ninguna observación que hacer con respecto a las condiciones establecidas para proceder a la entrega de dichos buques.

2. In this connection I respectfully inform Your Excellency that when the aforementioned conditions were studied by my Government, it found them linked to the Military Assistance Bilateral Agreement between the United States of America and the Ecuadoran Republic, signed by the two countries on February 20, 1952, and therefore it has no observation to make with regard to the conditions established for delivery of the said vessels.

3. En tal virtud, el Gobierno del Ecuador aprueba las bases de entendimiento puntualizadas en la nota de Vuestra Excelencia número 311, de 20 del mes próximo pasado y esta respuesta junto a la referida comunicación de Vuestra Excelencia habrán de

3. Accordingly, the Government of Ecuador approves the understandings set forth in detail in Your Excellency's note No. 311 of the 20th of last month and this reply, together with the aforementioned communication from Your Excellency, will constitute the

¹ Translation by the Government of the United States of America.

² Traduction du Gouvernement des États-Unis d'Amérique.

constituir el acuerdo oficial entre los dos Países desde esta fecha.

Aprovecho la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

TOBAR

Al Excelentísimo
Señor Don Christian M. Ravndal
Embajador Extraordinario
y Plenipotenciario
de los Estados Unidos de América

official agreement between the two countries from this date.

I avail myself of the occasion to renew to Your Excellency the assurances of my highest and most distinguished consideration.

TOBAR

His Excellency
Christian M. Ravndal
Ambassador Extraordinary
and Plenipotentiary
of the United States of America