

No. 5281

**UNITED STATES OF AMERICA
and
ARGENTINA**

**Exchange of notes (with annex) constituting an agreement
relating to the loan of vessels to Argentina. Wash-
ington, 4 March and 1 April 1960**

Official texts: English and Spanish.

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

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

**Échange de notes (avec annexe) constituant un accord
relatif au prêt de navires à l'Argentine. Washington,
4 mars et 1^{er} avril 1960**

Textes officiels anglais et espagnol.

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

No. 5281. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND ARGENTINA RELATING TO THE LOAN OF VESSELS TO ARGENTINA. WASHINGTON, 4 MARCH AND 1 APRIL 1960

I

The Acting Secretary of State to the Argentine Chargé d'Affaires ad interim

DEPARTMENT OF STATE
WASHINGTON

March 4, 1960

Sir :

I 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 Argentina and to confirm the following understandings reached between our Governments on this subject.

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

2. The Government of Argentina requires and shall use the vessels and their equipment, spares, and allowances solely to maintain the legitimate self-defense of Argentina or to participate in the defense of the Western Hemisphere. The Government of Argentina will retain possession of, and will use, the vessels and their equipment, spares, and allowances subject to the terms and conditions contained in this note and to further the policies and purposes of the Mutual Security Act of 1954, as it is, or may hereafter from time to time be, amended (as to which the Government of Argentina has been informed), and, in particular, in support of the obligations resting upon it and other nations bound by the Inter-American Treaty of Reciprocal Assistance opened for signature September 2, 1947.³ The Government of Argentina will accord designated representatives of the Government of the United States of America facilities to observe and review the utilization of the vessels and will provide them with such information with respect to use and operation of the vessels as they may require for this purpose.

3. The period of the loan for each vessel shall be five years from the date of its delivery to the Government of Argentina. The Government of the United States of America may, however, request the return of the vessels at an earlier date if such action is necessitated by its own defense requirements. In this event, the Government of Argentina will promptly return the vessels to the Government of the United States of America.

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

² See p. 248 of this volume.

³ United Nations, *Treaty Series*, Vol. 21, p. 77 ; Vol. 26, p. 417 ; Vol. 82, p. 330, and Vol. 209, p. 330.

4. Each vessel, together with its available on-board spares and allowances, including consumable stores and fuel, will be delivered to the Government of Argentina at such place and time as may be mutually agreed upon. Each delivery shall be evidenced by a delivery certificate. The Government of Argentina 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. The Government of Argentina agrees to pay the Government of the United States of America the cost of such portion of the rehabilitation and outfitting of the vessels as representatives of our two Governments mutually agree should be done by the Government of the United States of America and agrees to pay the Government of the United States of America the fair value and installation costs of any equipment or material which is placed on board at the request of the Government of Argentina and which is additional to or substituted for normal allowances. Such payments shall be in accordance with the Mutual Security Act of 1954, acts amendatory and supplementary thereto and appropriation acts thereunder. The Government of Argentina further agrees to complete the activation and rehabilitation at Argentine expense in Argentine shipyards.

6. 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 of America. The Government of Argentina may, however, place the vessels under its flag and may rename them. The Government of Argentina shall not, without the consent of the Government of the United States of America, relinquish physical possession of the vessels or any such items and appurtenances and shall maintain the security of such vessels, items, and appurtenances.

7. The Government of Argentina renounces all claims against the Government of the United States of America from the transfer, use, or operation of the vessels and will save the Government of the United States of America harmless from any such claims asserted by third parties. The Government of Argentina will take appropriate steps to insure the effective utilization of the vessels.

8. Upon the expiration or termination of the loan, each vessel, together with all spares and allowances, including consumable stores and fuel, shall be returned to the Government of the United States of America at a place and time to be specified by the Government of the United States of America in substantially the same condition, fair wear and tear excepted, as when originally delivered. If the vessels are returned to the Government of the United States of America upon the expiration of the loan, the return shall be without compensation by the United States. If any or all of the vessels are returned to the Government of the United States of America at its request prior to the expiration of the initial five-year period, the Government of the United States will consult with the Government of Argentina with respect to such compensation to the Government of Argentina for rehabilitation or outfitting costs or any additional material or altered fittings placed on board in accordance with the provisions of paragraphs 5 and 6 of this note as may be authorized by the laws of the United States in effect at that time.

9. The Government of Argentina will pay the Government of the United States of America just and reasonable compensation for damages to or loss of any or all of the vessels. The Government of Argentina shall not, however, be liable for damage to or loss of any 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 Argentina renders them a total loss, the Government of Argentina shall consult with the Government of the United States of America before declaring said vessels a total loss.

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

Accept, Sir, the renewed assurances of my high consideration.

For the Acting Secretary of State :

Lester D. MALLORY

Enclosure :

Annex A.

The Honorable Dr. Francisco R. Bello
Chargé d'Affaires ad interim of the Argentine Republic

ANNEX A

USS *Macabi* (SS 375)

USS *Lamprey* (SS 372)

II

The Argentine Ambassador to the Secretary of State

[SPANISH TEXT — TEXTE ESPAGNOL]

[TRANSLATION¹ — TRADUCTION¹]

EMBAJADA DE LA REPÚBLICA ARGENTINA

EMBASSY OF THE ARGENTINE REPUBLIC

Washington, 1º de abril de 1960

Washington, April 1, 1960

D.E. 129

D.E. 129

Señor Secretario :

Mr. Secretary :

Tengo el honor de dirigirme a Vuestra Excelencia para acusar recibo de la Nota del 4 de marzo de 1960 y anexo, del Departamento de Estado, relacionada con las conversaciones celebradas entre representantes de nuestros dos Gobiernos

I have the honor to acknowledge the receipt of the note of March 4, 1960 and its enclosure from the Department of State, relating to the conversations held between representatives of our two Governments for the loan of ships by the

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

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

para el préstamo de buques por el Gobierno de los Estados Unidos al Gobierno de la República Argentina.

Al respecto, me es grato manifestar a Vuestra Excelencia que mi Gobierno encuentra aceptables las cláusulas contenidas en la Nota arriba citada. En consecuencia, la Nota del Departamento de Estado y esta contestación constituirán un acuerdo entre nuestros dos Gobiernos, que entrará en vigor en el día de la fecha.

Renuevo al señor Secretario de Estado las seguridades de mi más alta y distinguida consideración.

[SELLO] Emilio DEL CARRIL
Embajador

A Su Excelencia
el Señor Secretario de Estado
Don Christian Herter
Washington, D. C.

Government of the United States to the Government of the Argentine Republic.

With respect to this matter, I am pleased to inform Your Excellency that my Government finds the clauses contained in the above-mentioned note acceptable. Accordingly, the note of the Department of State and this reply will constitute an agreement between our two Governments, which will enter into force on this date.

I renew to the Secretary of State the assurances of my highest and most distinguished consideration.

[SEAL] Emilio DEL CARRIL
Ambassador

His Excellency
Christian Herter
Secretary of State
Washington, D. C.