

No. 5293

**UNITED STATES OF AMERICA
and
BRAZIL**

**Exchange of notes (with annex) constituting an agreement
relating to the loan of vessels to Brazil. Rio de Janeiro,
18 September and 19 October 1959**

Official texts: English and Portuguese.

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

**ÉTATS-UNIS D'AMÉRIQUE
et
BRÉSIL**

**Échange de notes (avec annexe) constituant un accord relatif
au prêt de navires au Brésil. Rio de Janeiro, 18 septem-
bre et 19 octobre 1959**

Textes officiels anglais et portugais.

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

No. 5293. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND BRAZIL RELATING TO THE LOAN OF VESSELS TO BRAZIL. RIO DE JANEIRO, 18 SEPTEMBER AND 19 OCTOBER 1959

I

The American Ambassador to the Brazilian Minister of State for Foreign Affairs

No. 189

Rio de Janeiro, September 18, 1959

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 United States of Brazil 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 Brazil for the period set out below the vessels identified in the annex² to this note.

2. The Government of Brazil will retain possession of, and will use, the vessels subject to the terms and conditions contained in this note and in the Military Assistance Agreement between the United States of America and the Republic of the United States of Brazil signed on March 15, 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 Brazil. The Government of the United States 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 Brazil will promptly return the 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 Brazil at such place and time as may be mutually agreed upon. The delivery shall be evidenced by a delivery certificate. The Government of Brazil 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 Brazil may, however, place the vessels under its flag. The Government of Brazil shall not, without the consent of the Government of the United States, relinquish physical possession of the vessels or any such items and appurtenances.

¹ Came into force on 19 October 1959 by the exchange of the said notes.

² See p. 133 of this volume.

³ United Nations, *Treaty Series*, Vol. 199, p. 221.

6. The Government of Brazil 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 as provided in paragraph 3 of this note, each vessel, together with its outfitting equipment, appliances, and available on-board spares and allowances, including consumable stores, replacement parts and fuel, will be returned to 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 Brazil will pay the Government of the United States just and reasonable compensation for damages to or loss of the vessels. The Government of Brazil 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 Brazil renders them a total loss, the Government of Brazil 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.

John M. CABOT

Enclosure :
Annex A.

His Excellency Horacio Lafer
Minister of State for Foreign Affairs
Republic of the United States of Brazil

ANNEX A

USS *Guest* (DD 472)
USS *Bennett* (DD 473)

utensílios, partes sobressalentes e dotação existentes a bordo, inclusive provisões, partes para substituição e combustível, será devolvido ao Governo dos Estados Unidos, substancialmente nas mesmas condições em que havia sido transferido, excetuados o uso e desgaste normais. Quaisquer bens e pertences a bordo dos navios, no momento de sua devolução, tornarse-ão, se já não o eram, propriedade do Governo dos Estados Unidos, independentemente de indenização.

8. O Governo do Brasil pagará ao Governo dos Estados Unidos indenização justa e razoável por danos ou perda dos navios. O Governo do Brasil não será, entretanto, responsável por danos ou perda dos navios, decorrentes da ação inimiga, quando utilizados de acôrdo com o disposto no parágrafo 2 desta nota. Caso os navios sofram danos oriundos de qualquer causa, que na opinião do Governo do Brasil constitua perda total, o Governo do Brasil consultará o Governo dos Estados Unidos antes de declarar tais navios totalmente perdidos.

Se estas condições são aceitáveis para o Governo de Vossa Excelência, tenho a honra de propôr que esta nota e a resposta de Vossa Excelência constituam um Acôrdo entre os nossos dois Governos, que entrará em vigor na data da resposta de Vossa Excelência. »

2. No anexo à referida nota de Vossa Excelência, acham-se especificados os navios USS *Guest*, DD 472, e USS *Bennett*, DD 473.

3. Em resposta, levo ao conhecimento de Vossa Excelência que o Governo brasileiro concorda com os têrmos da nota acima referida, a qual, juntamente com esta, constituirão um Acôrdo sôbre o assunto, entre nossos dois Governos, a partir da data de hoje.

Aproveito a oportunidade para renovar a Vossa Excelência os protestos da minha mais alta consideração.

Horacio LAFER

A Sua Excelência o Senhor John M. Cabot
Embaixador dos Estados Unidos da América

[TRANSLATION¹ — TRADUCTION²]

MINISTRY OF FOREIGN AFFAIRS
RIO DE JANEIRO

DAI/DPo/129/534.0(22)

October 19, 1959

Mr. Ambassador :

I have the honor to acknowledge receipt of Your Excellency's note No. 189 of September 18, 1959, the text of which in translation reads as follows :

[See note I]

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

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

2. In the annex to Your Excellency's note mentioned above, the USS *Guest*, DD 472, and the USS *Bennett*, DD 473, are specified.
3. In reply, I inform Your Excellency that the Brazilian Government agrees to the terms of the aforesaid note, which, together with this note, shall constitute an agreement between our two Governments on the subject, effective from this date.

I avail myself of the opportunity to renew to Your Excellency the assurances of my highest consideration.

Horacio LAFER

His Excellency John M. Cabot
Ambassador of the United States of America