

No. 5285

**UNITED STATES OF AMERICA
and
COLOMBIA**

**Exchange of notes constituting an agreement relating to the
loan of a vessel. Bogotá, 5 and 7 April 1960**

Official texts: English and Spanish.

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

**ÉTATS-UNIS D'AMÉRIQUE
et
COLOMBIE**

**Échange de notes constituant un accord relatif au prêt
d'une unité navale. Bogota, 5 et 7 avril 1960**

Textes officiels anglais et espagnol.

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

No. 5285. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND COLOMBIA RELATING TO THE LOAN OF A VESSEL. BOGOTÁ, 5 AND 7 APRIL 1960

I

The American Chargé d'Affaires ad interim to the Colombian Minister of Foreign Relations

No. 194

Bogotá, April 5, 1960

Excellency :

I have the honor to refer to conversations between representatives of our two Governments concerning the loan of a vessel by the Government of the United States of America to the Government of the Republic of Colombia 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 Colombia for the period set out below the vessel identified in the annex² to this note.

2. The Government of the Republic of Colombia will retain possession of, and will use, the vessel 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 Colombian Republic signed on April 17, 1952.³

3. The period of the loan for the vessel shall be five years from the date of its delivery to the Government of the Republic of Colombia. Six months before the termination of this period, however, the two Governments will, if requested by the Government of the Republic of Colombia, 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 the vessel at an earlier date if such action is necessitated by its own defense requirements. In this event, the Government of the Republic of Colombia will promptly return the vessel to the Government of the United States.

4. The 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 Colombia at such place and time as may be mutually agreed upon. The delivery shall be evidenced by a delivery certificate. The Government of the Republic of Colombia shall have the use of all outfitting equipment, appliances, fuel, consumable stores, spares, and replacement parts on board the vessel at the time of its delivery.

¹ Came into force on 7 April 1960 by the exchange of the said notes.

² See p. 29 of this volume.

³ United Nations, *Treaty Series*, Vol. 174, p. 215, and Vol. 270, p. 392.

5. Title to the vessel 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 Colombia may, however, place the vessel under its flag. The Government of the Republic of Colombia shall not, without the consent of the Government of the United States, relinquish physical possession of the vessel or any such items and appurtenances.

6. The Government of the Republic of Colombia renounces all claims against the Government of the United States arising from the transfer, use or operation of the vessel 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, the 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 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 vessel at the time of its 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 Colombia will pay the Government of the United States just and reasonable compensation for damages to or loss of the vessel. The Government of the Republic of Colombia shall not, however, be liable for damage to or loss of the vessel arising out of enemy action sustained while in use in accordance with the provisions of paragraph 2 of this note. Should the vessel sustain damages from any cause, such as in the opinion of the Government of the Republic of Colombia renders it a total loss, the Government of the Republic of Colombia shall consult with the Government of the United States before declaring said vessel 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.

Milton K. WELLS
Chargé d'Affaires a.i.

Enclosure :

Annex A.

His Excellency Julio César Turbay Ayala
Minister of Foreign Relations
Bogotá

ANNEX A
(DD-478) Stanley

7.— Al expirar el término de este préstamo, el navío será devuelto al Gobierno de los Estados Unidos junto con su equipo, accesorios, repuestos y provisiones disponibles a bordo, inclusive provisiones fungibles, piezas de repuesto y combustibles. La entrega tendrá efecto en el lugar y fecha especificados por el Gobierno de los Estados Unidos. Es entendido que tanto el barco como sus accesorios serán devueltos en el mismo estado en que se encontraban al ser traspasados, exceptuando el uso y desgaste razonables. Cualesquiera accesorios que estuvieren a bordo del navío en la fecha de su devolución, si no son ya propiedad del Gobierno de los Estados Unidos, llegarán a serlo sin compensación.

8.— El Gobierno de la República de Colombia pagará al Gobierno de los Estados Unidos una compensación justa y razonable por los daños o la pérdida del navío. Sin embargo, el Gobierno de la República de Colombia no será responsable por daños o pérdida del navío que puedan resultar de acción enemiga mientras aquél se encuentre en uso, de acuerdo con las disposiciones del parágrafo 2 de esta nota. Si el navío sufre daños que, por cualquier causa, a juicio del Gobierno de la República de Colombia, representaren una pérdida total, el Gobierno de Colombia consultará con el Gobierno de los Estados Unidos antes de declarar dicho navío como totalmente perdido.

ANEXO A

(DD-478) *Stanley*

En consecuencia, tengo el honor de confirmar oficialmente que tanto la Nota de Su Señoría, atrás citada, como la presente respuesta, constituyen entre los dos Gobiernos un arreglo que entra en vigencia en esta misma fecha.

Aprovecho la oportunidad para reiterar a Su Señoría las seguridades de mi distinguida consideración.

Julio César TURBAY

Al Honorable señor Milton K. Wells
Encargado de Negocios de los Estados Unidos de América
La Ciudad

[TRANSLATION¹ — TRADUCTION²]

MINISTRY OF FOREIGN RELATIONS

No. D. 739

Bogotá, April 7, 1960

Mr. Chargé d'Affaires :

In reply to note No. 194 of yesterday's date,³ I have the honor to inform you that the Government of Colombia accepts in all its parts the proposal formulated therein by the Government of the United States, in the following terms :

[See note I]

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

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

³ According to the information provided by the United States of America, the date should read "April 5".

Accordingly, I have the honor to confirm officially that both your note, quoted above, and the present reply constitute between the two Governments an agreement which enters into force on this same date.

I avail myself of this opportunity to renew to you the assurances of my distinguished consideration.

Julio César TURBAY

The Honorable Milton K. Wells
Chargé d'Affaires of the United States of America
Bogotá