

No. 5454

**UNITED STATES OF AMERICA
and
HAITI**

**Exchange of notes constituting an agreement relating to the
loan of a vessel to Haiti. Port-au-Prince, 8 July 1960**

Official texts: English and French.

Registered by the United States of America on 15 November 1960.

**ÉTATS-UNIS D'AMÉRIQUE
et
HAÏTI**

**Échange de notes constituant un accord relatif au prêt d'un
navire à Haïti. Port-au-Prince, 8 juillet 1960**

Textes officiels anglais et français.

Enregistré par les États-Unis d'Amérique le 15 novembre 1960.

No. 5454. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND HAITI RELATING TO THE LOAN OF A VESSEL TO HAITI. PORT-AU-PRINCE, 8 JULY 1960

N° 5454. ÉCHANGE DE NOTES CONSTITUANT UN ACCORD¹ ENTRE LES ÉTATS-UNIS D'AMÉRIQUE ET HAÏTI RELATIF AU PRÊT D'UN NAVIRE À HAÏTI. PORT-AU-PRINCE, 8 JUILLET 1960

I

*The American Ambassador to the Haitian
Minister of Foreign Affairs*

*L'Ambassadeur des États-Unis d'Amérique
au Secrétaire d'État des affaires
étrangères d'Haïti*

No. 7

Port-au-Prince, July 8, 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 Haiti 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 Haiti for the period set out below the vessel identified in the annex² to this note.

2. The Government of the Republic of Haiti will retain possession of, and will use, the vessel 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 Haiti signed on January 28, 1955.³

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 Haiti. Six months before the termination of this period, however, the two Governments will, if requested by the Government of the Republic of Haiti, 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 Haiti 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 Haiti

¹ Came into force on 8 July 1960 by the exchange of the said notes.

² See p. 137 of this volume.

³ United Nations, *Treaty Series*, Vol. 270, p. 83.

¹ Entré en vigueur le 8 juillet 1960 par l'échange desdites notes.

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 Haiti 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.

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 Haiti may, however, place the vessel under its flag. The Government of the Republic of Haiti 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 Haiti 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 Haiti 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 Haiti 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 Haiti renders it a total loss, the Government of the Republic of Haiti shall consult with the Government of the United States before declaring said vessel a total loss.

If these understandings are acceptable to Your Excellency' 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.

Gerald A. DREW

Eclosure :
Annex A.

His Excellency Raymond A. Moysé
Minister of Foreign Affairs
Port-au-Prince

ANNEX A
AN-89 *Tonawanda*

pendant la période où le navire est utilisé en vertu des dispositions du paragraphe 2 de cette Note. Si le Navire venait à subir des dommages de n'importe quelle nature de telle sorte que dans l'opinion du Gouvernement de la République d'Haïti il serait considéré comme totalement perdu, le Gouvernement de la République d'Haïti consultera le Gouvernement des États-Unis avant de déclarer le navire une perte totale.

« Si le Gouvernement de Votre Excellence estime que ces conditions sont acceptables, j'ai l'honneur de proposer que cette Note et la réponse que fera Votre Excellence pour notifier son acception soient considérées comme constituant un accord entre nos deux Gouvernements lequel Accord entrera en vigueur à la date de la réponse de Votre Excellence.

« Veuillez accepter, Excellence, les assurances renouvelées de ma plus haute considération.

« (Signé) Gerald DREW »

En réponse à cette communication j'ai l'honneur d'informer Votre Excellence que le Gouvernement de la République d'Haïti accepte les propositions faites dans la note ci-dessus et conformément à la suggestion qui y est contenue, la dite Note et la présente Réponse seront considérées comme constituant un Accord entre nos deux Gouvernements, lequel Accord prendra effet à partir de ce jour.

Je profite de l'occasion pour renouveler à Votre Excellence l'assurance de ma haute considération.

Raymond A. MOYSE
Secrétaire d'État des Affaires Étrangères

Son Excellence Monsieur Gerald Drew
Ambassadeur des États-Unis d'Amérique
Port-au-Prince

[TRANSLATION¹ — TRADUCTION²]

REPUBLIC OF HAITI

DEPARTMENT OF FOREIGN AFFAIRS

POL/EU/A-6363-1024

Port-au-Prince, July 8, 1960

Mr. Ambassador :

I have the honor to acknowledge the receipt of Your Excellency's note of today's date, which reads in French as follows :

[See note I]

In reply to this communication, I have the honor to inform Your Excellency that the Government of the Republic of Haiti accepts the proposals made in the

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

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

foregoing note and, pursuant to the suggestion contained therein, the said note and this reply shall be considered as constituting an Agreement between our two Governments, which shall enter into force today.

I avail myself of this occasion to renew to Your Excellency the assurance of my high consideration.

Raymond A. MOYSE
Secretary of State for Foreign Affairs

His Excellency Gerald Drew
Ambassador of the United States of America
Port-au-Prince