

No. 5049

---

**UNITED STATES OF AMERICA  
and  
SPAIN**

**Exchange of notes (with annex) constituting an agreement  
relating to the loan of vessels to Spain. Madrid,  
23 June 1959**

*Official texts: English and Spanish.*

*Registered by the United States of America on 14 March 1960.*

---

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

**Échange de notes (avec annexe) constituant un accord re-  
latif au prêt d'unités navales à l'Espagne. Madrid,  
23 juin 1959**

*Textes officiels anglais et espagnol.*

*Enregistré par les États-Unis d'Amérique le 14 mars 1960.*

No. 5049. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN THE UNITED STATES OF AMERICA AND SPAIN RELATING TO THE LOAN OF VESSELS TO SPAIN. MADRID, 23 JUNE 1959

---

## I

*The American Chargé d'Affaires ad interim to the Spanish Minister of Foreign Affairs*

Madrid, June 23, 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 to the Government of Spain 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 Spain for the period set out below, the vessels identified in the annex<sup>2</sup> to this note.
2. The Government of Spain will retain possession of, and will use, the vessels subject to the terms and conditions contained in this note and in the Mutual Defense Assistance Agreement between our two Governments signed on September 26, 1953.<sup>3</sup>
3. The period of the loan for each vessel shall be five years from the date of its delivery to the Government of Spain. 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 Spain 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 Spain at such place and time as may be mutually agreed upon. The delivery shall be evidenced by a delivery certificate. The Government of Spain 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 Spain may, however, place the vessels under its flag. The Government of Spain shall not, without the consent of the Government of the United States, relinquish physical possession of the vessels or any such items and appurtenances.

<sup>1</sup> Came into force on 23 June 1959 by the exchange of the said notes.

<sup>2</sup> See p. 13 of this volume.

<sup>3</sup> United Nations, *Treaty Series*, Vol. 207, p. 61, and Vol. 265, p. 374.

6. The Government of Spain 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 the 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 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 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 Spain will pay the Government of the United States just and reasonable compensation for damages to, or loss of, the vessels. The Government of Spain shall not, however, be liable for damage 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 Spain renders them a total loss, the Government of Spain 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.

W. Park ARMSTRONG, Jr.  
Chargé d'Affaires ad interim

Enclosure :  
Annex A.

His Excellency Fernando María Castiella y Maíz  
Minister of Foreign Affairs  
Madrid

#### ANNEX A

USS Converse (DD 509)

USS Kraken (SS 370)

[TRANSLATION<sup>1</sup> — TRADUCTION<sup>2</sup>]

MINISTRY OF FOREIGN AFFAIRS

Madrid, June 23, 1959

Excellency :

I have the honor to acknowledge the receipt of Your Excellency's courteous note of today's date which, translated into Spanish, reads as follows :

[*See note I*]

In informing Your Excellency of the acceptance by the Spanish Government of the foregoing, I avail myself of this opportunity to renew to you the assurances of my high consideration.

CASTIELLA Y MAÍZ

His Excellency W. Park Armstrong  
Chargé d'Affaires ad interim  
of the United States of America

---

<sup>1</sup> Translation by the Government of the United States of America.

<sup>2</sup> Traduction du Gouvernement des États-Unis d'Amérique.