

No. 5674

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**UNITED STATES OF AMERICA  
and  
PERU**

**Exchange of notes (with annex) constituting an agreement  
relating to the loan of vessels to Peru. Lima, 12 and  
26 February 1960**

*Official texts : English and Spanish.*

*Registered by the United States of America on 14 April 1961.*

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

**Échange de notes (avec annexe) constituant un accord  
relatif au prêt d'unités navales au Pérou. Lima, 12 et  
26 février 1960**

*Textes officiels anglais et espagnol.*

*Enregistré par les États-Unis d'Amérique le 14 avril 1961.*

No. 5674. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN THE UNITED STATES OF AMERICA AND PERU RELATING TO THE LOAN OF VESSELS TO PERU. LIMA, 12 AND 26 FEBRUARY 1960

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## I

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

Lima, February 12, 1960

No. 355

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 Republic of Peru 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 Peru for the period set out below the vessels identified in the annex<sup>2</sup> to this note.

2. The Government of the Republic of Peru will retain possession of, and will use, the vessels 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 Peruvian Republic signed on February 22, 1952.<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 the Republic of Peru. Six months before the termination of this period, however, the two Governments will, if requested by the Government of the Republic of Peru, 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 any or all of the vessels at an earlier date if such action is necessitated by its own defense requirements. In this event, the Government of the Republic of Peru will promptly return the vessel or 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 the Republic of Peru 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 Peru shall have the use

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<sup>1</sup> Came into force on 26 February 1960 by the exchange of the said notes.

<sup>2</sup> See p. 144 of this volume.

<sup>3</sup> United Nations, *Treaty Series*, Vol. 165, p. 31, and Vol. 258, p. 415.

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

6. The Government of the Republic of Peru 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, 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 at a place and a time specified by the Government of the United States in substantially the same condition, reasonable wear and tear expected,<sup>1</sup> 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 the Republic of Peru will pay the Government of the United States just and reasonable compensation for damages to or loss of the vessels. The Government of the Republic of Peru 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 the Republic of Peru renders them a total loss, the Government of the Republic of Peru 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.

Jack D. NEAL  
Chargé d'Affaires, a. i.

Enclosure :  
Annex A.

His Excellency Dr. Raúl Porras Barrenechea  
Minister of Foreign Affairs  
Lima

<sup>1</sup> According to the information provided by the United States of America this word should read "excepted".

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

MINISTRY OF FOREIGN AFFAIRS

Lima, February 26, 1960

No. (D) 6-3/23

Mr. Chargé d'Affaires :

I have the honor to acknowledge receipt of your Embassy's valued note No. 355, dated the 12th of this month, relating to the loan of vessels by the Government of the United States of America to the Government of Peru.

In reply, I am happy to inform you that, in an official communication dated the 24th of this month, <sup>3</sup> the Minister of the Navy signified the acceptance of the transfer to the Peruvian Navy of the DD 594 and the two PFs (converted MSF 380 and 382) and the text of the aforesaid note without amendments ; consequently, the pertinent agreement is thus concluded.

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

Luis ALVARADO G

The Honorable Jack D. Neal  
Chargé d'Affaires ad interim  
of the United States of America  
City

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

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

<sup>3</sup> Not printed by the Department of State of the United States of America.