

No. 7788

**UNITED STATES OF AMERICA
and
TRINIDAD AND TOBAGO**

Exchange of notes constituting an agreement relating to the release of drydock facilities at the United States Naval Station, Trinidad. Port of Spain, 2 and 5 December 1964

Official text: English.

Registered by the United States of America on 21 May 1965.

**ÉTATS-UNIS D'AMÉRIQUE
et
TRINITÉ ET TOBAGO**

Échange de notes constituant un accord relatif à la cession d'installations de radoub de la station navale des États-Unis à la Trinité. Port of Spain, 2 et 5 décembre 1964

Texte officiel anglais.

Enregistré par les États-Unis d'Amérique le 21 mai 1965.

No. 7788. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND TRINIDAD AND TOBAGO RELATING TO THE RELEASE OF DRYDOCK FACILITIES AT THE UNITED STATES NAVAL STATION, TRINIDAD. PORT OF SPAIN, 2 AND 5 DECEMBER 1964

I

The American Chargé d'Affaires ad interim to the Prime Minister of Trinidad and Tobago

Port of Spain, December 2, 1964

Excellency :

I have the honor to refer to the negotiations which have taken place between representatives of the Government of the United States of America and representatives of the Government of Trinidad and Tobago regarding the release by the Government of the United States of America of certain drydock facilities at the United States Naval Station, Trinidad, to the Government of Trinidad and Tobago only for the establishment of a commercial ship repairing, ship building and engineering enterprise (including steel fabrication) and to submit for your consideration and acceptance understandings with regard to conditions one through five pertaining to the release contained in Ambassador Robert G. Miner's letter of 11 August 1964 and your Government's reply of 8 October 1964,² as follows :

I. That in the event of mobilization the Government of Trinidad and Tobago will transfer all the drydock facilities to the United States Government upon request. Accordingly, the United States Government will make appropriate compensation to the owners.

As to this condition it is understood that :

A. The word "mobilization" refers to action by the United States Government and means :

1. The act of preparing for war or other emergencies through assembling and organizing national resources.
2. The process by which the United States Armed Forces or part of them are brought to a state of readiness for war or other national emergency. This includes assembling and organizing personnel, supplies, and material for active military service.

¹ Came into force on 5 December 1964 by the exchange of the said notes.

² Not printed by the Department of State of the United States of America.

B. The term “drydock facilities” means those lands and facilities at the United States Naval Station, Trinidad, which are designated by a determination under condition III B of this Agreement, except as provided in condition V A below.

C. The words “appropriate compensation to owners” will have application as follows :

Subject to availability of appropriated funds, the United States Government will through the Government of Trinidad and Tobago compensate the owner-operator of the enterprise only for value of additions, betterments and/or new facilities placed on the site by said owner-operator and specifically related to a drydock and ship repairing enterprise; said value to be determined on the basis of the reproduction cost of the additions, betterments and/or new facilities, less reasonable depreciation accumulated to the date of transfer to the United States Government, with due regard to the value of the drydock and ship repairing enterprise as a going concern. In default of agreement the question of quantum shall be referred to arbitration in accordance with the principles of international law.

II. That suitable security arrangements be established prior to occupancy.

As to this condition it is understood that :

A. The Government of Trinidad and Tobago recognizes the need for military security integrity and shall require the operator of the enterprise to comply with Naval Station security and traffic control regulations as currently existing and as may be modified from time to time by the Commanding Officer of the United States Naval Station, Trinidad.

B. Specific details shall be the subject of separate arrangements to be drawn up between the operator of the enterprise and the Commanding Officer of the U.S. Naval Station, Trinidad.

III. That the Government of Trinidad and Tobago accepts the obligation to provide necessary maintenance on the facilities utilized.

As to this condition it is understood that :

A. The Government of Trinidad and Tobago accepts an obligation to protect, preserve and repair the facilities and improvements of the United States Government now on the site and to be made available for the enterprise and to maintain said facilities and improvements in at least as good condition as received, reasonable wear and tear, conditions over which the Government of Trinidad and Tobago has no control, including *force majeure*, excepted.

B. As soon as practicable after formalization of this agreement, a written determination shall be made by U.S. Navy Authorities, in consultation with officials of the Government of Trinidad and Tobago and of the owner-operator of the proposed enterprise, stipulating the existing U.S. Navy facilities that will be made part of the drydock facilities.

The facilities so stipulated shall be described in a map attached to the determination. The written determination shall identify those facilities which would be reacquired by the United States Government in the event of mobilization and, therefore, are to be

subject to the foregoing maintenance requirements. As a means of protecting from damage the existing utilities on the enterprise site which remain the property of the U.S. Navy, the owner-operator of the enterprise shall be required to reach agreement with the Commanding Officer, U.S. Naval Station Trinidad, as to location of, extensions to, or replacements of any of the existing facilities or the construction of any new facilities on the site.

C. Simultaneously with the aforementioned determination a joint inspection of the drydock facilities shall be made by U.S. Navy authorities in consultation with officials of the Government of Trinidad and Tobago and of the owner-operator of the drydock facilities, and an inventory and condition report shall be prepared setting forth the present condition of each item.

D. This inventory and condition report shall be controlling as to the extent the said facilities are to be maintained and repaired during the period of use as part and parcel of the enterprise. As a means of protecting certain utilities on the enterprise site from damage, the owner-operator of the enterprise shall be required to make arrangements with the Commanding Officer, U.S. Naval Station, Trinidad, as to location of, extension to, or replacements of any of the existing facilities or the construction of any new facilities on the site.

E. The maintenance obligation shall be understood to extend to and include contribution by the Government of Trinidad and Tobago or the enterprise operator toward expenses of any reasonable increased maintenance and repair of the on-station portion of Western Main Road which would be attributable to the use of said road by vehicular traffic related to the enterprise. The contribution will be determined by the mile-ton ratio of drydock enterprise vehicular traffic to other road traffic on the Naval Station.

F. The United States Government would interpose no objection to the Government of Trinidad and Tobago passing the maintenance obligation in turn to the owner-operator of the enterprise.

IV. That there will be no cost to the United States Navy as a result of the development and operation of such an enterprise.

As to this condition, it is understood that :

A. Other than compensation of the owner of the enterprise in the event of acquisition of the drydock facilities as stipulated in condition number one, the development and peacetime operation of the enterprise and the continued maintenance of the United States Navy released facilities shall be made at no monetary expense to the United States Government.

B. To the extent that facilities for the production and/or distribution of any utilities and services are maintained, operated and available on the U.S. Naval Station, Trinidad, the United States Government will furnish to the enterprise operator such utilities and services that may be required for his operation, and the enterprise operator shall be required to reimburse the United States Government for the cost of such utilities and services so furnished, in the manner prescribed from time to time by the Commanding Officer of the United States Naval Station, Trinidad. The foregoing will not be construed to obligate the United States Government to furnish any utilities and/or services,

and the owner-operator of the enterprise shall be required to release the United States of and from any and all claims, liability, actions and causes of action of any nature whatsoever that might arise out of or be attributable to any failure to furnish or any interruption in the furnishing of such utilities or services. In the event of the United States Government not furnishing any or sufficient utilities and/or services as required by the operator of the enterprise the operator shall have the right to bring into the site such utilities and services as he may require. Should the operator exercise such right, and in so doing it is necessary that such utility and/or service involve the use of any part of the United States Naval Station, the operator shall comply with the requirements of the Commanding Officer as to such use.

V. That the United States Navy reserves the right to utilize the east and west sides of Piers 4 and 5 respectively and to operate Power Plant No. 6 (building F-4) as the need arises.

As to this condition, it is understood that :

A. Power Plant No. 6 (building F-4) is not included among the facilities released to the Government of Trinidad and Tobago and therefore shall not be available for use by the enterprise operator.

B. The United States Navy authorities reserve a priority right to utilize the east side of Pier No. 4 and the west side of Pier No. 5 with utilities appertaining thereto, and to furnish power service to fleet units on the piers from Power Plant No. 6 as the need arises. The United States Navy authorities will undertake to avoid disrupting operations of the enterprise to the maximum extent possible when this right has to be exercised; and will, as far as is practicable, notify the operator of a need to use the piers at least forty-eight hours in advance.

If the foregoing understandings with regard to conditions one through five are acceptable to the Government of Trinidad and Tobago, I have the honor to suggest that the present note together with Your Excellency's reply in that sense should be regarded as constituting an agreement between the two Governments in this matter which shall enter into force on the date of Your Excellency's reply.

Accept, Excellency, the renewed assurances of my highest consideration.

Park F. WOLLAM
Chargé d'Affaires ad interim

The Right Honorable Dr. Eric Williams
Prime Minister of Trinidad and Tobago
Whitehall

II

*The Prime Minister of Trinidad and Tobago to the American Chargé d'Affaires
ad interim*

OFFICE OF THE PRIME MINISTER
WHITEHALL, PORT-OF-SPAIN, TRINIDAD, TRINIDAD AND TOBAGO

5 December 1964

Dear Chargé d'Affaires,

I have the honour to refer to previous correspondence relating to the question of the proposed agreement between the Governments of Trinidad and Tobago and the United States of America ending with your Note of December, 2nd 1964, which states as follows :

[See note I]

The Government of Trinidad and Tobago accepts the conditions and the clarification thereof and confirms that this reply together with your Note constitute an agreement between the two Governments which will enter into force on the date of its receipt.

With assurances of my highest consideration.

Eric WILLIAMS
Prime Minister

Mr. Park F. Wollam
Chargé d'Affaires ad interim
Embassy of the United States of America
Port of Spain