

No. 12825

**UNITED STATES OF AMERICA
and
SPAIN**

**Exchange of notes constituting an agreement relating to the
loan of vessels. Madrid, 30 May 1972, and San Sebas-
tián, 28 August 1972**

Authentic texts: English and Spanish.

Registered by the United States of America on 21 November 1973.

**ÉTATS-UNIS D'AMÉRIQUE
et
ESPAGNE**

**Échange de notes constituant un accord relatif au prêt
d'unités navales. Madrid, 30 mai 1972, et Saint-Sébas-
tien, 28 août 1972**

Textes authentiques : anglais et espagnol.

Enregistré par les États-Unis d'Amérique le 21 novembre 1973.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND SPAIN RELATING TO THE LOAN OF VESSELS

I

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

Madrid, May 30, 1972

No. 370

Excellency:

I have the honor to refer to chapter VIII of the Agreement of friendship and cooperation of August 6, 1970² and to the letter of the same date² from Secretary of State Rogers to Your Excellency concerning, *inter alia*, 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 the vessels identified below: USS *Keyes* (DD 787), USS *Shelton* (DD 790), USS *Hansen* (DD 832), USS *E. A. Green* (DD 711), USS *Furse* (DD 882), USS *Bang* (SS 385), USS *Picuda* (SS 382).

2. The Government of Spain will retain possession of, and will use, the vessels subject to the terms and conditions of this note and of the Mutual Defense Assistance Agreement between our two Governments signed on September 26, 1953.³

3. The period of the loan for each vessel shall be five years from the date of its delivery to the Government of Spain. However, earlier termination of the loan shall occur upon the request of either Government if it determines that the loan no longer contributes to the requirements of its own defense or to that of its allies under a ratified mutual defense treaty.

4. Each vessel, together with its available onboard 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 prior express written consent of the Government of the United States, relinquish physical possession of the vessels or any such items and appurtenances.

¹ Came into force on 28 August 1972, the date of the note in reply, in accordance with the provisions of the said notes.

² United Nations, *Treaty Series*, vol. 756, p. 141.

³ *Ibid.*, vol. 207, p. 61.

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, any of the vessels loaned. The Government of Spain shall not, however, be liable for damage or loss of any such vessel arising out of enemy action sustained while in use in accordance with the provisions of paragraph 2 of this note. Should any of the vessels sustain damages from any cause, such as in the opinion of the Government of Spain renders such vessel a total loss, the Government of Spain shall consult with the Government of the United States before declaring said vessel a total loss.

If the foregoing is acceptable to the Government of Spain, I have the honor to propose that Your Excellency's reply to that effect and my note shall together 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.

JOSEPH J. MONTLLOR

His Excellency Gregorio López Bravo de Castro
Minister of Foreign Affairs
Madrid.

II

[SPANISH TEXT — TEXTE ESPAGNOL]

MINISTERIO DE ASUNTOS EXTERIORES

Excelencia:

Tengo la honra de acusar recibo de la atenta Nota de V.E. número 370, de fecha 30 de mayo, cuyo texto traducido al español dice:

« Tengo la honra de referirme al Capítulo VIII del Convenio de Amistad y Cooperación de 6 de agosto de 1.970 y a la carta de la misma fecha del Secretario de Estado Rogers a Vuestra Excelencia, relativo *inter alia*, al préstamo de buques por el Gobierno de los Estados Unidos al Gobierno de España y confirmar las siguientes condiciones que han acordado nuestros dos Gobiernos sobre esta materia.

« 1. El Gobierno de los Estados Unidos prestará al Gobierno de España los buques que se identifican a continuación: USS *Keyes* (DD 787), USS *Shelton* (DD 790), USS *Hansen* (DD 832), USS *E. A. Green* (DD 711), USS *Furse* (DD 882), USS *Bang* (SS 385), USS *Picuda* (SS 382).

Al comunicar a V.E. la conformidad del Gobierno español sobre lo que precede, aprovecho esta oportunidad para reiterarle las seguridades de mi alta consideración.

San Sebastián, 28 de agosto de 1.972.

LÓPEZ BRAVO

Excmo. Señor Joseph J. Montllor
Encargado de Negocios, a.i.
de los Estados Unidos de América
Madrid

[TRANSLATION¹ — TRADUCTION²]

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

MINISTRY OF FOREIGN AFFAIRS

Excellency:

I have the honor to acknowledge receipt of Your Excellency's note No. 370 dated May 30, 1972, the text of which, translated into Spanish, reads as follows:

[See note I]

In communicating to Your Excellency the Spanish Government's concurrence in the foregoing note, I avail myself of this opportunity to renew to you the assurances of my high consideration.

LÓPEZ BRAVO

San Sebastián, August 28, 1972.
His Excellency Joseph J. Montllor
Chargé d'affaires ad interim
of the United States of America
Madrid

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

² Traduction fournie par le Gouvernement des Etats-Unis d'Amérique.