

No. 15046

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**UNITED KINGDOM OF GREAT BRITAIN  
AND NORTHERN IRELAND (BERMUDA)  
and  
UNITED STATES OF AMERICA**

**Agreement concerning assistance to be rendered on a reimbursable basis by the United States Coast Guard. Signed at Hamilton, Bermuda, on 13 July 1976**

*Authentic text: English.*

*Registered by the United Kingdom of Great Britain and Northern Ireland on 8 October 1976.*

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**ROYAUME-UNI DE GRANDE-BRETAGNE  
ET D'IRLANDE DU NORD (BERMUDES)  
et  
ÉTATS-UNIS D'AMÉRIQUE**

**Accord relatif à l'assistance pouvant être rendue, à titre remboursable, par le Service de garde côtière des États-Unis. Signé à Hamilton (Bermudes) le 13 juillet 1976**

*Texte authentique : anglais.*

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le 8 octobre 1976.*

## AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF BERMUDA AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA CONCERNING ASSISTANCE TO BE RENDERED ON A REIMBURSABLE BASIS BY THE UNITED STATES COAST GUARD

The Government of Bermuda and The Government of the United States of America have agreed as follows:

*Article 1.* In the event of a major discharge of oil in the waters of Bermuda or on the high seas in circumstances which could result in significant pollution damage to the waters and coastal areas of Bermuda, the Government of Bermuda may request the assistance of the Government of the United States in removing such oil and in minimizing and mitigating related damage. The request may be made by written communication or through rapid communication methods. If the request is made by other than written communication, it shall be confirmed by written communication delivered to the Government of the United States within 24 hours of the request. Upon receipt of such a request the Government of the United States may make available to the Government of Bermuda the services, including personnel and facilities, of agencies of the Government of the United States capable of providing the assistance requested in accordance with the provisions of this Agreement.

*Article 2.* The Government of the United States may provide assistance to the Government of Bermuda pursuant to this Agreement only to the extent that the personnel and facilities of the competent United States agencies are not otherwise committed.

*Article 3.* The personnel and facilities of the Government of the United States made available to the Government of Bermuda pursuant to this Agreement shall at all times remain under the control and direction of the Government of the United States. To the extent practicable the activities of the personnel and facilities of the Government of the United States shall be coordinated with the activities of the personnel and facilities of Bermuda in order to achieve the maximum possible effectiveness and efficiency.

*Article 4.* The Government of Bermuda shall reimburse the Government of the United States for all costs incurred by the Government of the United States relating to the use of personnel and facilities of the Government of the United States provided pursuant to this Agreement. This reimbursement shall be made within one hundred and twenty days after receipt by the Government of Bermuda of an itemized statement of such costs provided by the Government of the United States.

*Article 5.* The Government of Bermuda shall release and forever discharge the Government of the United States, its agencies, officers and employees from any and all claims and causes of action arising out of the activities provided by the Government of the United States pursuant to this Agreement. The Government of Bermuda shall defend, indemnify, and hold forever harmless the Government of the United States, its agencies, officers and employees, against any and all claims and causes of action in the courts of Bermuda or the United States which hereafter at any

<sup>1</sup> Came into force on 13 July 1976 by signature, in accordance with article 8.

time are made or instituted for the purpose of pursuing or enforcing a claim for damages resulting from the aforesaid activities.

*Article 6.* The Government of Bermuda shall facilitate the landing and activities of any personnel and facilities of the Government of the United States necessary, in the opinion of the Government of the United States, to provide assistance in response to a request made pursuant to Article 1 of this Agreement.

*Article 7.* Questions of jurisdiction with respect to personnel of the United States provided in response to a request made pursuant to Article 1 of this Agreement shall be determined in accordance with the provisions of the Agreement between the Government of the United States of America and the Government of the United Kingdom relating to Leased Bases, signed at London on 27 March 1941,<sup>1</sup> as modified by an Exchange of Notes at Washington dated 19 July and 1 August 1950.<sup>2</sup>

*Article 8.* This Agreement shall enter into force upon signature and shall remain in force until terminated as provided in Article 9 below.

*Article 9.* This Agreement may be terminated at any time by the agreement of the Government of Bermuda and the Government of the United States. Alternatively, it may be terminated, except for Articles 4 and 5 thereof, by either Government upon notice given 60 days in advance of such termination to the other Government. In the latter case, unless otherwise agreed, Articles 4 and 5 of the Agreement shall remain in force until executed.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto, have signed this Agreement.

DONE in duplicate at Hamilton, Bermuda this 13th day of July 1976.

D. B. MCCUE

For the Government of the United States of America

JOHN W. SWAN

For the Government of Bermuda

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<sup>1</sup> League of Nations, *Treaty Series*, vol. CCIV, p. 15.

<sup>2</sup> United Nations, *Treaty Series*, vol. 88, p. 273.