

No. 3280

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**UNITED STATES OF AMERICA  
and  
TURKEY**

**Exchange of notes constituting an agreement relating to  
the loan of two submarines to Turkey. Ankara, 16  
February and 1 July 1954**

*Official text: English.*

*Registered by the United States of America on 19 April 1956.*

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

**Échange de notes constituant un accord relatif au prêt de  
deux sous-marins à la Turquie. Ankara, 16 février  
et 1<sup>er</sup> juillet 1954**

*Texte officiel anglais.*

*Enregistré par les États-Unis d'Amérique le 19 avril 1956.*

No. 3280. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN THE UNITED STATES OF AMERICA AND TURKEY RELATING TO THE LOAN OF TWO SUBMARINES TO TURKEY. ANKARA, 16 FEBRUARY AND 1 JULY 1954

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I

*The American Ambassador to the Turkish Minister for Foreign Affairs*

AMERICAN EMBASSY

No. 909

Ankara, February 16, 1954

Excellency :

I have the honor to refer to recent conversations between representatives of our two Governments concerning a loan by the Government of the United States to the Government of Turkey of two submarines, the *Guitarro* (SS-363) and the *Hammerhead* (SS-364). I also confirm the understanding reached as a result of those conversations, as follows :

1. The Government of Turkey will retain possession of and will use these submarines in accordance with the conditions contained in the Agreement on Aid to Turkey between our two Governments signed on July 12, 1947,<sup>2</sup> and the Mutual Security Agreement between our two Governments signed on January 7, 1952.<sup>3</sup>

2. This loan shall remain in effect for a period of not more than five years from the date of delivery of the submarines. The Government of the United States may, however, request the return of the submarines at an earlier date if such action is necessitated by its own defense requirements, in which event the Government of Turkey will promptly redeliver the submarines in accordance with paragraph 6 below.

3. Each submarine, together with its available onboard spares and allowances, including consumable stores and fuel, will be delivered to the Government of Turkey at such a place and time as may be mutually agreed upon, each delivery to be evidenced by a delivery certificate. The Government of Turkey shall have the use of all outfittings, equipment, appliances, fuel, consumable stores and spares and replacement parts on board the submarines at the time of their delivery.

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<sup>1</sup> Came into force on 1 July 1954 by the exchange of the said notes.

<sup>2</sup> United Nations, *Treaty Series*, Vol. 7, p. 299.

<sup>3</sup> United Nations, *Treaty Series*, Vol. 179, p. 121.

4. While the Government of Turkey may place each submarine under the Turkish flag, the title to the submarines, and the appurtenances enumerated in paragraph 3 except fuel, consumable stores, spares and replacement parts, shall remain in the Government of the United States. The Government of Turkey shall not, without the consent of the Government of the United States, relinquish physical possession of the submarines or any such appurtenances.

5. The Government of Turkey renounces all claims which might arise against the Government of the United States in connection with the transfer, use or operation of the submarines and will save the Government of the United States harmless from any claim asserted by third parties in such connection.

6. Upon expiration or termination of the loan as provided in paragraph 2, each submarine, unless lost, shall be redelivered at a place and time to be specified by the Government of the United States in substantially the same condition, fair wear and tear excepted, as it was when transferred to the Government of Turkey. Any appurtenances of the type enumerated in paragraph 3 on board the submarines at the time of redelivery shall, if they are not already the property of the United States, become the property of the United States. Should either submarine sustain damage from any cause, such as in the opinion of the Government of Turkey renders it a total loss, the Government of Turkey shall consult with the Government of the United States before declaring it to be a total loss. If either submarine is lost, or if it is not in substantially the same condition upon redelivery as it was when originally transferred, the Government of Turkey agrees to pay the Government of the United States fair and reasonable compensation as may be agreed upon, taking into consideration whether such loss or damage was caused through action by a hostile force.

I propose that, if these understandings meet with the approval of the Government of Turkey, the present note and your note in reply shall be considered as constituting an agreement confirming these understandings.

Please accept, Excellency, the renewed assurances of my highest consideration.

AVRA M. WARREN  
American Ambassador

His Excellency Fuad Köprülü  
Minister for Foreign Affairs  
Ankara

## II

*The Turkish Minister for Foreign Affairs to the American Ambassador*

TÜRKİYE CUMHURİYETİ  
DIŞİŞLERİ VEKÂLETİ<sup>1</sup>

6221

Ankara, July 1, 1954

Excellency,

I have the honor to acknowledge receipt of your Note No. 909, of February 16, 1954, as follows :

[See note I]

I have the honor to inform you that my Government is in agreement with the foregoing.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

F. KÖPRÜLÜ

His Excellency Avra M. Warren  
Ambassador of the United States of America  
Ankara

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<sup>1</sup> Republic of Turkey  
Ministry of Foreign Affairs.