

No. 5169

**UNITED STATES OF AMERICA
and
ITALY**

**Exchange of notes (with annex) constituting an agreement
relating to the loan of a vessel to Italy. Rome, 18 August
1959**

Official texts : English and Italian.

Registered by the United States of America on 13 June 1960.

**ÉTATS-UNIS D'AMÉRIQUE
et
ITALIE**

**Échange de notes (avec annexe) constituant un accord
relatif au prêt d'une unité navale à l'Italie. Rome, 18 août
1959**

Textes officiels anglais et italien.

Enregistré par les États-Unis d'Amérique le 13 juin 1960.

No. 5169. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND ITALY RELATING TO THE LOAN OF A VESSEL TO ITALY. ROME, 18 AUGUST 1959

I

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

No. 174

Rome, August 18, 1959

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 to the Government of Italy 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 Italy for the period set out below, the vessel identified in the Annex² to this note.

2. The Government of Italy will retain possession of, and will use, the vessel subject to the terms and conditions contained in this note, in the Agreement between our two Governments effected by an exchange of notes signed on January 27, 1950,³ and in the Agreement between our two Governments effected by an exchange of notes signed on January 7, 1952.⁴

3. The period of loan for the vessel shall be five years from the date of its delivery to the Government of Italy. The Government of the United States may, however, request the return of the vessel at an earlier date if such action is necessitated by its own defense requirements. In this event, the Government of Italy will promptly return the vessel to the Government of the United States.

4. The vessel, together with its available on-board spares and allowances, including consumable stores and fuel, will be delivered to the Government of Italy at such place and time as may be mutually agreed upon. The delivery shall be evidenced by a delivery certificate. The Government of Italy shall have the use of all outfitting equipment, appliances, fuel, consumable stores, spares, and replacement parts on board the vessel at the time of its delivery.

5. Title to the vessel 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 Italy may, however, place

¹ Came into force on 18 August 1959 by the exchange of the said notes.

² See p. 13 of this volume.

³ United Nations, *Treaty Series*, Vol. 80, p. 145, and Vol. 238, p. 310.

⁴ United Nations, *Treaty Series*, Vol. 179, p. 165.

the vessel under its flag. The Government of Italy shall not, without the consent of the Government of the United States relinquish physical possession of the vessel or any such items and appurtenances.

6. The Government of Italy renounces all claims against the Government of the United States arising from the transfer, use, or operation of the vessel 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, the 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 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 vessel at the time of its 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 Italy will pay the Government of the United States just and reasonable compensation for damages to or loss of the vessel. The Government of Italy shall not, however, be liable for damage to or loss of the vessel arising out of enemy action sustained while in use in accordance with the provisions of paragraph 2 of this note. Should the vessel sustain damages from any cause, such as in the opinion of the Government of Italy renders it a total loss, the Government of Italy shall consult with the Government of the United States before declaring said vessel 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 to enter into force on the date of Your Excellency's reply.

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

Outerbridge HORSEY
Chargé d'Affaires ad interim

Enclosure :
Annex A.

His Excellency Giuseppe Pella
Minister of Foreign Affairs
Rome

ANNEX A

USS Lizardfish (SS 373)

[TRANSLATION¹ — TRADUCTION²]

MINISTRY OF FOREIGN AFFAIRS

21/1773

Rome, August 18, 1959

Mr. Minister :

In a note dated today you were good enough to communicate to me the following :

[*See note I*]

I have the honor to inform you that the Government of Italy concurs in the foregoing.

I am happy to avail myself of the opportunity, Mr. Minister, to renew to you the assurance of my highest consideration.

PELLA

Mr. Outerbridge Horsey
Chargé d'Affaires of the United States of America
Rome

¹ Translation by the Government of the United States of America.
² Traduction du Gouvernement des États-Unis d'Amérique.