

No. 6828

**UNITED STATES OF AMERICA
and
PAKISTAN**

**Exchange of notes constituting an agreement relating to the
loan of a vessel to Pakistan. Karachi, 15 and 16 January
1963**

Official text: English.

Registered by the United States of America on 17 July 1963.

**ÉTATS-UNIS D'AMÉRIQUE
et
PAKISTAN**

**Échange de notes constituant un accord relatif au prêt d'une
unité navale au Pakistan. Karachi, 15 et 16 janvier 1963**

Texte officiel anglais.

Enregistré par les États-Unis d'Amérique le 17 juillet 1963.

No. 6828. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND PAKISTAN TO THE LOAN OF A VESSEL TO PAKISTAN. KARACHI, 15 AND 16 JANUARY 1963

I

The American Ambassador to the Pakistani Minister of External Affairs

EMBASSY OF THE UNITED STATES OF AMERICA

Karachi, January 15, 1963

Excellency :

I have the honor to refer to conversations between representatives of our two governments concerning the loan of the vessel " USMS *Mission Santa Clara* " T-AO-132 by the Government of the United States to the Government of Pakistan and to confirm the following understandings reached between our governments on this subject.

1. The Government of the United States will lend the said vessel to the Government of Pakistan for the period set out below.

2. The Government of Pakistan will retain possession of, and will use, the vessel subject to the terms and conditions of this note and of the Mutual Defense Assistance Agreement between our two governments signed at Karachi on May 19, 1954, and agreements amendatory or supplementary thereto.²

3. The period of the loan for the vessel shall be five years from the date of its delivery to the Government of Pakistan. Six months before the termination of this period, however, the two governments will, if the Government of Pakistan requests, consult as to the advisability and feasibility of extending the loan for an additional period to be agreed upon, but not to exceed five years. 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 Pakistan 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 Pakistan

¹ Came into force on 16 January 1963 by the exchange of the said notes.

² United Nations, *Treaty Series*, Vol. 202, p. 301, and Vol. 280, p. 368.

at such place and time as may be mutually agreed upon. The delivery shall be evidenced by a delivery certificate. The Government of Pakistan shall have the use of all outfitting equipment, appliances, fuel, consumable stores, spares, and replacement parts on board the vessel at the time of delivery.

5. Title to the vessel and to the items and appurtenances referred to in paragraph 4 of this note shall, except for fuel, consumable stores, spares, and replacement parts, remain in the Government of the United States. The Government of Pakistan may, however, place the vessel under its flag. The Government of Pakistan 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 Pakistan 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, the vessel, together with its outfitting equipment, appliances, and available onboard spares and allowances, including consumable stores, replacement parts, and fuel, will be returned to the Government of the United States in substantially the same condition, reasonable wear and tear excepted, as when transferred. Any items or 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 United States without compensation.

8. The Government of Pakistan will pay the Government of the United States just and reasonable compensation for damages to or loss of the vessel. The Government of Pakistan shall not, however, be liable for damage 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 Pakistan renders it a total loss, the Government of Pakistan 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 together with Your Excellency's reply concurring therein shall 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.

Walter P. McCONAUGHY

His Excellency Mohammed Ali
Minister of External Affairs
Government of Pakistan

II

The Pakistani Minister of External Affairs to the American Ambassador

MINISTRY OF EXTERNAL AFFAIRS
KARACHI

No. Pol.II(C)-20/5/62

January 16, 1963

Excellency :

I have the honor to refer to your note of January 15, 1963, which is as follows :

[See note I]

and to state that the understandings between your Excellency's Government and mine as stated in your Excellency's above quoted note are correct and are hereby confirmed.

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

Mohammed ALI

His Excellency Mr. Walter P. McConaughy
Ambassador of the United States of America
Karachi
