

No. 12252

**UNITED STATES OF AMERICA
and
ITALY**

Exchange of notes constituting an agreement concerning the loan of the vessels USS *Pickerel* (SS 524) and USS *Volador* (SS 490). Signed at Rome on 24 July and 12 August 1972

Authentic texts: English and Italian.

Registered by the United States of America on 29 December 1972.

**ÉTATS-UNIS D'AMÉRIQUE
et
ITALIE**

Échange de notes constituant un accord relatif au prêt des navires de guerre USS *Pickerel* (SS 524) et USS *Volador* (SS 490). Signé à Rome les 24 juillet et 12 août 1972

Textes authentiques : anglais et italien.

Enregistré par les États-Unis d'Amérique le 29 décembre 1972.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND ITALY CONCERNING THE LOAN OF THE VESSELS USS *PICKEREL* (SS 524) AND USS *VOLADOR* (SS 490)

I

The American Ambassador to the Italian Minister of Foreign Affairs

Rome, July 24, 1972

No. 489

Excellency:

I have the honor to refer to previous conversations between representatives of our 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 the vessels identified below:

USS *Pickrel* (SS 524)

USS *Volador* (SS 490)

2. The Government of Italy 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 January 27, 1950.²

3. The period of the loan for each vessel shall be five years from the date of its delivery to the Government of Italy. However, either Government may terminate the loan of these vessels if such action is necessitated by its own legal or defense requirements.

4. Each 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 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 Italy may, however, place the vessels under its flag. The Government of Italy 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.

6. The Government of Italy 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

¹ Came into force on 12 August 1972, the date of the note in reply, in accordance with the provisions of the said notes.

² United Nations, *Treaty Series*, vol. 80, p. 145.

returned to 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 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 Italy 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 Italy 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 Italy renders such vessel a total loss, the Government of Italy 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 Italy, 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.

GRAHAM MARTIN

His Excellency Giuseppe Medici
Minister of Foreign Affairs
Rome

II

[ITALIAN TEXT — TEXTE ITALIEN]

IL MINISTRO DEGLI AFFARI ESTERI

Roma, li 12 Agosto 1972

N. 142/1247

Eccellenza,

Ho l'onore di accusare ricevuta della Nota di Vostra Eccellenza n. 489 in data 24 luglio 1972 del seguente tenore:

« Ho l'onore di riferirmi alle precedenti conversazioni fra rappresentanti dei nostri Governi circa il prestito di navi da guerra al Governo italiano da parte del Governo degli Stati Uniti e di confermare le seguenti intese raggiunte in merito fra i nostri Governi:

1. Il Governo degli Stati Uniti cederà in prestito al Governo italiano le navi da guerra sotto indicate:

USS *Pickrel* (SS 524)

USS *Volador* (SS 490)

2. Il Governo italiano conserverà il possesso delle navi da guerra e le userà secondo i termini e le condizioni di questa Nota e dell'Accordo di assistenza per la mutua difesa sottoscritto fra i nostri due Governi il 27 gennaio 1950.

3. La durata del prestito di ciascuna nave da guerra sarà di cinque anni dalla data di consegna al Governo italiano. Tuttavia ciascuno dei due Governi si riserva la facoltà di porre termine al prestito delle navi da guerra di cui trattasi nel caso in cui ciò si renda necessario in relazione alle proprie esigenze legali o di difesa.

[TRANSDUCTION¹ — TRADUCTION²]

The Italian Minister of Foreign Affairs to the American Ambassador

THE MINISTER OF FOREIGN AFFAIRS

Rome, August 12, 1972

No. 142/1247

Excellency:

I have the honor to acknowledge receipt of Your Excellency's note No. 489 dated July 24, 1972, which reads as follows:

[See note I]

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

Accept, Excellency, the assurances of my highest consideration.

G. MEDICI

His Excellency Graham Anderson Martin
Ambassador of the United States of America
Rome

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

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