

No. 12820

**UNITED STATES OF AMERICA
and
REPUBLIC OF VIET-NAM**

**Exchange of notes constituting an agreement relating to the
loan of the vessel *USS Camp*. Saigon, 11 January and
1 February 1972**

Authentic text: English.

Registered by the United States of America on 21 November 1973.

**ÉTATS-UNIS D'AMÉRIQUE
et
RÉPUBLIQUE DU VIET-NAM**

**Échange de notes constituant un accord relatif au prêt de
l'unité navale *USS Camp*. Saigon, 11 janvier et 1^{er} fé-
vrier 1972**

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 21 novembre 1973.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹
BETWEEN THE UNITED STATES OF AMERICA AND THE
REPUBLIC OF VIET-NAM RELATING TO THE LOAN OF THE
VESSEL USS *CAMP*

I

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

Saigon, January 11, 1972

No. 2

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 of America to the Government of the Republic of Viet-Nam 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 the Republic of Viet-Nam the destroyer escort identified below in this note.

2. The Government of the Republic of Viet-Nam will retain possession of, and will use, the vessel subject to the terms and conditions of this note, in the Agreement concerning Mutual Defense Assistance in Indochina dated December 23, 1950,² and in agreements already concluded or to be concluded hereinafter between our two Governments.

3. The period of the loan for the vessel shall be five years from the date of its delivery to the Government of Viet-Nam. However, either Government may terminate the loan of this vessel at any time. In this event, the Government of Viet-Nam 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 Viet-Nam at such place and time as may be mutually agreed upon. The delivery shall be evidenced by a delivery certificate. The Government of Viet-Nam 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 Viet-Nam may, however, place the vessel under its flag. The Government of Viet-Nam shall not, without the consent of the Government of the United States, relinquish physical possession of the vessel or any such items and appurtenances.

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

² United Nations, *Treaty Series*, vol. 185, p. 3.

6. The Government of Viet-Nam 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 of 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 a 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 Viet-Nam will pay the Government of the United States just and reasonable compensation for damages to or loss of the vessel. The Government of Viet-Nam 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 Viet-Nam renders it a total loss, the Government of Viet-Nam shall consult with the Government of the United States before declaring said vessel a total loss.

9. Accordingly, the loan of the destroyer escort in question shall be as follows:

<i>Name of Vessel</i>	<i>Date of Delivery</i>	<i>Termination Date of Loan</i>
USS <i>Camp</i> (DER 251)	February 13, 1971	February 13, 1976

If the foregoing is acceptable to the Government of the Republic of Viet-Nam, 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.

ELLSWORTH BUNKER

His Excellency Tran Van Lam
Minister for Foreign Affairs
Saigon

II

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

REPUBLIC OF VIETNAM
MINISTRY OF FOREIGN AFFAIRS

Saigon, February 1, 1972

No. 449/BNG/MC

Excellency:

I have the honour to acknowledge receipt of your Excellency's note No. 2 dated January 11, 1972 which reads as follows:

[See note I]

I have the honour to confirm to Your Excellency my concurrence in the contents of Your note.

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

[Signed]

TRAN-VAN-LAM

His Excellency Ellsworth Bunker
Ambassador of the United States of America
Saigon
