

No. 12245

**UNITED STATES OF AMERICA
and
TURKEY**

**Exchange of notes constituting an agreement concerning the
loan of the destroyer USS *Hugh Purvis* (DD-709). Anka-
ra, 1 July 1972**

Authentic text: English.

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

**ÉTATS-UNIS D'AMÉRIQUE
et
TURQUIE**

**Échange de notes constituant un accord concernant le prêt
du contre-torpilleur USS *Hugh Purvis* (DD-709). An-
kara, 1^{er} juillet 1972**

Texte authentique : anglais.

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

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND TURKEY CONCERNING THE LOAN OF THE DESTROYER USS *HUGH PURVIS* (DD-709)

I

*The American Ambassador to the Turkish Secretary General,
Ministry of Foreign Affairs*

Ankara, July 1, 1972

No. 368

Excellency:

I have the honor to refer to recent conversations between the representatives of our two Governments concerning the loan of the destroyer USS *Hugh Purvis* (DD-709) by the Government of the United States of America to the Government of Turkey. In response to the Ministry's Aide Memoire dated January 24, 1969, requesting the loan of this destroyer, I have the further honor to inform you that the Government of the United States agrees to transfer the USS *Hugh Purvis* (DD-709) on loan to the Government of Turkey for a period of five years under the following conditions specified below in pursuance of the existing cooperation between our two Governments, the principle of which is stated in article III of the North Atlantic Treaty:²

1. The Government of Turkey will retain possession of, and will use, the vessel subject to the terms and conditions contained in this note, Agreement on aid to Turkey between our two Governments signed July 12, 1947,³ and an Agreement between our two Governments effected by an exchange of notes signed January 7, 1952.⁴

2. The loan shall remain in effect for the period of five years unless terminated earlier by the Government of Turkey. However, the United States Government may terminate the loan if such action is necessitated by the occurrence of either of the contingencies set forth in United States Public Law 92-270.

3. The vessel together with its available on-board spares and allowances, including consumable stores and fuel, will be delivered to the Government of Turkey at a place and time to 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 vessel at the time of its delivery.

4. While the Government of Turkey may place the vessel under the Turkish Flag, title to the vessel and appurtenances enumerated in paragraph 3 of this note, 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 vessel or any such appurtenances.

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

² United Nations, *Treaty Series*, vol. 34, p. 243.

³ *Ibid.*, vol. 7, p. 299.

⁴ *Ibid.*, vol. 179, p. 121.

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 vessel, 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 of this note, the vessel, unless lost, shall be returned to the 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 of this note on board the vessel at the time of return shall, if they are not already property of the Government of the United States, become property of the Government of the United States. Should the vessel sustain damage from any cause, such as to render it, in the opinion of the Government of Turkey, 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 the vessel is lost, or if it is not substantially in the same condition upon return 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.

If the foregoing is acceptable to the Government of Turkey, I have the further honor to propose that this note and Your Excellency's reply to that effect shall constitute an agreement between the two Governments which shall become effective on the date of Your Excellency's reply and applicable to the loan of the USS *Hugh Purvis* (DD-709) on the date pursuant to the conditions stated above.

Accordingly, the transfer date and the termination date of the proposed loan will be as follows: Name of vessel, USS *Hugh Purvis* (DD-709); date of delivery, July 1, 1972; termination, June 30, 1977.

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

WILLIAM J. HANDLEY

His Excellency Ismail Erez
Secretary General
Ministry of Foreign Affairs
Ankara

II

TÜRKİYE CUMHURİYETİ
DIŞİŞLERİ BAKANLIĞI *

July 1, 1972

No. 2906

Excellency,

I have the honor to acknowledge the receipt of your note No. 368, dated July 1, 1972, which reads as follows:

[See note I]

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

* Turkish Republic, Ministry of Foreign Affairs.

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

[Signed]

ISMAIL EREZ
Ambassador, Secretary General
of the Ministry of Foreign Affairs

His Excellency William J. Handley
Ambassador of the United States of America
Ankara
