

No. 2443

**UNITED STATES OF AMERICA
and
JAPAN**

Agreement (with annexes) relating to the leasing of United States vessels to Japan. Signed at Tokyo, on 12 November 1952

Official texts: English and Japanese.

Registered by the United States of America on 20 January 1954.

**ÉTATS-UNIS D'AMÉRIQUE
et
JAPON**

Accord (avec annexes) relatif à la location au Japon de navires appartenant aux États-Unis. Signé à Tokyo, le 12 novembre 1952

Textes officiels anglais et japonais.

Enregistré par les États-Unis d'Amérique le 20 janvier 1954.

No. 2443. AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND JAPAN RELATING TO THE LEASING OF UNITED STATES VESSELS TO JAPAN. SIGNED AT TOKYO, ON 12 NOVEMBER 1952

The Government of the United States of America (hereinafter referred to as the "Owner"), hereby agrees to let and the Government of Japan (hereinafter referred to as the "Charterer") hereby agrees to hire for the period and upon the terms and conditions stated herein the vessels identified on listings annexed hereto as Annex "A"², or which in the future may be annexed hereto upon the agreement of the Owner and the Charterer.

Article One

This Charter shall operate with respect to each vessel from the date of the delivery thereof to the Charterer for a period of five years and upon request of the Government of Japan for an additional period to be determined by mutual agreement, but not to exceed five years.

Article Two

Each vessel, together with its available on board spares and allowances including consumable stores and fuel shall be delivered to the Charterer at such place and time as mutually agreed upon, each delivery evidenced by a certificate of delivery, the form of which is specified in Annex "B"³ hereto. It is agreed that the Charterer shall have the use of all outfitting, equipment, appliances, fuel, consumable stores and spare and replacement parts belonging to the Owner on board the vessels at the time of their delivery, and the Owner shall have the use of the fuel and consumable stores on board the vessels at the time of redelivery.

Article Three

While every endeavor will be made by the Owner to ensure that at the time of delivery the vessels are in an efficient state, the vessels shall be accepted by the Charterer in whatever condition the vessels are then in; and no warranty, whether express or implied, is given by the Owner as to the vessels' condition

¹ Came into force on 27 December 1952 by an exchange of notes, in accordance with Article Eight.

² See p. 126 of this volume.

³ See p. 128 of this volume.

at the time of delivery as aforesaid; and the Owner shall not be liable to the Charterer by reason of anything arising out of the physical condition of the vessels.

Article Four

The Charterer shall on delivery place each vessel under its own flag, but the title to the vessel shall not thereby be affected.

Article Five

The Charterer assumes any and all claims or liabilities of whatsoever nature arising out of or connected with the transfer, use and operation of the vessels and nothing contained herein shall be construed to give rise to, or to permit, or to confer, or to recognize the existence of any lien of any character against any such vessels, but the Charterer shall indemnify and hold harmless the Owner by reason of any lien liabilities that may be chargeable to or asserted against any such vessels.

Article Six

At the expiration of five years from the delivery thereof, or any extension in accordance with Article One of this Agreement, each vessel unless lost, shall be redelivered at a place and time to be specified by the Owner and in substantially the same condition as when delivered to the Charterer, excepting normal or reasonable deterioration or such alterations as may be proposed by the Charterer and accepted by the Owner. Should any vessel, during the currency of this Charter, sustain damage from any cause whatsoever, as in the opinion of the Charterer renders it expedient to treat it as a total loss, the Charterer shall consult with the Owner before declaring it to be a total loss. If any vessel is lost, or declared to be a total loss pursuant to this Article, the Charterer agrees to compensate the Owner therefor in an amount and on terms agreed upon by the Charterer and the Owner to be fair and reasonable indemnification for each such loss.

Article Seven

The Charterer shall not, without the consent of the Owner, relinquish physical possession of the vessels, equipment, outfitting, appliances or spare and replacement parts on board or disclose any plan, specification or other information pertaining thereto to any one not an officer, employee, or agent of the Government of Japan. Security classification covering such equipment

will be safeguarded in accordance with the standard practices of the Government of the United States of America.

Article Eight

This Charter Party Agreement will be approved by each Contracting Party in accordance with its legal procedures and the Agreement shall enter into force upon an exchange of diplomatic notes indicating such approval.

IN WITNESS WHEREOF the representatives of the two Governments authorized for the purpose, have signed this Charter Party Agreement.

DONE at Tokyo, in duplicate in the English and Japanese languages, both texts authentic, this 12th day of November, 1952.

For the Government of the United States of America :
Robert MURPHY

For the Government of Japan :
Katsuo OKAZAKI

[SEAL]

[SEAL]

A N N E X A

List of vessels transferred to the Government of Japan in accordance with provisions of the Charter Party Agreement dated 12th November, 1952 between the Government of the United States of America and the Government of Japan.

| <i>Item Number</i> | <i>Type</i> | <i>Designation</i> | <i>Name</i> |
|--------------------|----------------|--------------------|-----------------|
| 1 | Patrol Frigate | PF 6 | Pasco |
| 2 | Patrol Frigate | PF 25 | Charlottesville |
| 3 | Patrol Frigate | PF 26 | Poughkeepsie |
| 4 | Patrol Frigate | PF 38 | Coronado |
| 5 | Patrol Frigate | PF 39 | Ogden |
| 6 | Patrol Frigate | PF 53 | Machias |
| 7 | Patrol Frigate | PF 54 | Sandusky |

ANNEX B

CERTIFICATE OF DELIVERY

Pursuant to the terms and conditions of the Charter Party Agreement dated 12th November, 1952 between the Government of the United States of America (hereinafter referred to as the "Owner") and the Government of Japan (hereinafter referred to as the "Charterer"), and in accordance with Article Two thereof, the Owner has delivered and the Charterer has received the following described United States vessels.

(Name and description of vessel)

The above described vessel is to be included in the list of vessels annexed to the said Charter Party Agreement.

Delivery accomplished thisday of, at

For and on behalf of the Government of the United States of America

For and on behalf of the Government of Japan
