

No. 3371

**UNITED STATES OF AMERICA
and
KOREA**

**Exchange of notes (with annex) constituting an agreement
relating to the loan of United States naval vessels to
the Republic of Korea. Seoul, 29 January 1955**

Official text: English.

Registered by the United States of America on 8 May 1956.

**ÉTATS-UNIS D'AMÉRIQUE
et
CORÉE**

**Échange de notes (avec annexe) constituant un accord
relatif au prêt à la République de Corée de navires de
guerre des États-Unis. Séoul, 29 janvier 1955**

Texte officiel anglais.

Enregistré par les États-Unis d'Amérique le 8 mai 1956.

No. 3371. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF KOREA RELATING TO THE LOAN OF UNITED STATES NAVAL VESSELS TO THE REPUBLIC OF KOREA. SEOUL, 29 JANUARY 1955

I

The American Ambassador to the Korean Minister of Foreign Affairs

AMERICAN EMBASSY

No. 101

Seoul, January 29, 1955

Excellency :

I have the honor to refer to recent conversations between representatives of our two Governments concerning the loan by the Government of the United States to the Government of the Republic of Korea of the vessels identified in the listing annexed to this note.² I also confirm the understanding reached as a result of these conversations, as follows :

1. The Government of the Republic of Korea will retain possession of and will use these vessels in accordance with conditions contained in the Mutual Defense Assistance Agreement between our two Governments of January 26, 1950,³ as supplemented by exchange of notes dated January 4 and January 7, 1952.⁴

2. This loan shall remain in effect for a period of not more than five years after the date of delivery of each of the vessels loaned under this Agreement. Six months before the termination of this period, however, the two Governments will, if requested by the Government of the Republic of Korea, consult as to the advisability and feasibility of extending the loan for an additional period to be mutually agreed upon, but not to exceed five years. The Government of the United States of America may, nevertheless, request the return of any vessel loaned under this Agreement at an earlier date, in which event the Government of the Republic of Korea will promptly redeliver the vessel or vessels in accordance with the provisions of Paragraph 7 below.

¹ Came into force on 29 January 1955 by the exchange of the said notes.

² See p. 58 of this volume.

³ United Nations, *Treaty Series*, Vol. 80, p. 205.

⁴ United Nations, *Treaty Series*, Vol. 179, p. 105.

3. Each vessel, together with its available on-board spares and allowances, including consumable stores and fuel, will be delivered to the Government of the Republic of Korea at such a place and time as may be mutually agreed upon, the delivery to be evidenced by a delivery certificate. The Government of the Republic of Korea shall have the use of all outfittings, equipment, appliances, fuel, consumable stores and spares and replacement parts on board the vessels at the time of delivery.

4. While the Government of the Republic of Korea may place the vessels under the Republic of Korea flag, the title to the vessels, and to the appurtenances enumerated in Paragraph 3, except fuel, consumable stores, spares and replacement parts, shall remain in the Government of the United States. The Government of the Republic of Korea may, for operational purposes and at its own expense, alter the fittings of the vessels without affecting the title of the United States of America to the vessels. The Government of the Republic of Korea will, before the vessels are returned, restore, at its own expense, any fittings so altered to the specifications to which they corresponded before such alteration, unless otherwise agreed.

5. The Government of the Republic of Korea shall not, without the consent of the Government of the United States of America, relinquish physical possession of the vessels, equipment, outfitting, appliances or spares and replacement parts on board or disclose any plan, specification, or other information pertaining thereto except to authorized officers, employees or agents of the Government of the Republic of Korea. The Government of the Republic of Korea will take such security measures with respect to the equipment on board the vessels as would guarantee the same degree of security and protection as provided by the United States of America.

6. The Government of the Republic of Korea renounces all claims which may arise against the Government of the United States subsequent to the transfer and will hold the Government of the United States harmless from any claim asserted by third parties arising out of the transfer, use or operation of the vessels.

7. Upon expiration or termination of the loan as provided in Paragraph 2 above, the vessels, unless lost, shall be redelivered at a place and time to be specified by the Government of the United States in substantially the same condition, except for reasonable wear and tear or for damage caused through action by an aggressor force, as they were when transferred to the Government of the Republic of Korea. Any appurtenances of the types enumerated in Paragraph 3 on board the vessels at the time of redelivery shall, if they are not already the property of the United States, become the property of the United States. Should any one of the vessels be damaged or lost through action by an aggressor force, the Government of the Republic of Korea will be exempt from liability for such damage or loss. Should any one of the vessels sustain damage from any cause, such as in the opinion of the Government of the Republic of Korea renders it a total loss, the Government of the Republic of Korea shall consult with the Government of the United States before declaring it a total loss. If any one of the vessels is lost from causes other than through action by an aggressor force, or if it is not in substantially the same condition at the time of redelivery as it was when originally transferred and if such condition did not result from reasonable wear and tear or damage caused

through action by an aggressor force, the Government of the Republic of Korea agrees to pay the Government of the United States fair and reasonable compensation as may be agreed upon.

I propose that, if these understandings meet with the approval of the Government of the Republic of Korea, the present note and your note in reply be considered as constituting an agreement confirming these understandings.

Accept, Excellency, the renewed assurances of my most distinguished consideration.

Ellis O. BRIGGS

His Excellency Pyun Yung-tai
Minister of Foreign Affairs of the Republic of Korea

ANNEX TO NOTE NO. 101 OF JANUARY 29, 1955, FROM THE EMBASSY OF THE UNITED STATES
OF AMERICA TO THE MINISTRY OF FOREIGN AFFAIRS OF THE REPUBLIC OF KOREA

Listing of vessels to be loaned to the Republic of Korea under the terms of the attached note :

- 2 Control Escorts (PCEC)
- 3 Landing Ships Tank (LST)
- 4 Landing Ships Medium (LSM)

II

The Korean Minister of Foreign Affairs to the American Ambassador

REPUBLIC OF KOREA
MINISTRY OF FOREIGN AFFAIRS

88P1A1

January 29, 1955

Excellency :

I have the honor to acknowledge the receipt of Your Excellency's note of January 29, 1955 reading as follows :

[See note I]

I have the honor to confirm, on behalf of the Government of the Republic of Korea, the acceptance of the understandings mentioned in Your Excellency's note under reply.

Accept, Excellency, the renewed assurances of my most distinguished consideration.

Y. T. PYUN
[SEAL]

His Excellency Ellis O. Briggs,
Ambassador of the United States of America
Seoul