

No. 3476

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**UNITED STATES OF AMERICA  
and  
JAPAN**

**Agreement (with annex) for the loan of United States  
naval vessels to Japan. Signed at Tokyo, on 14 May  
1954**

**Procès-verbal (with annex) relating to the above-mentioned  
Agreement. Signed at Tokyo, on 18 January 1955**

*Official texts: English and Japanese.*

*Registered by the United States of America on 25 July 1956.*

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**ÉTATS-UNIS D'AMÉRIQUE  
et  
JAPON**

**Accord (avec annexe) relatif à un prêt au Japon de navires  
de guerre des États-Unis. Signé à Tokyo, le 14 mai  
1954**

**Procès-verbal (avec annexe) relatif à l'Accord susmen-  
tionné. Signé à Tokyo, le 18 janvier 1955**

*Textes officiels anglais et japonais.*

*Enregistrés par les États-Unis d'Amérique le 25 juillet 1956.*

No. 3476. AGREEMENT<sup>1</sup> BETWEEN THE UNITED STATES OF AMERICA AND JAPAN FOR THE LOAN OF UNITED STATES NAVAL VESSELS TO JAPAN. SIGNED AT TOKYO, ON 14 MAY 1954

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WHEREAS the Government of the United States of America and the Government of Japan have concluded a Mutual Defense Assistance Agreement ;<sup>2</sup>

WHEREAS the Government of Japan is desirous of obtaining a loan of certain naval vessels from the Government of the United States of America ; and

WHEREAS the Government of the United States of America is prepared to loan such naval vessels to the Government of Japan ;

The two Governments have agreed as follows :

*Article I*

The Government of the United States of America will lend to the Government of Japan and the Government of Japan will accept for the period and upon the terms and conditions stated in this Agreement the vessels identified in listings annexed hereto as Annex A,<sup>3</sup> or which in the future may be annexed hereto by agreement between the Government of the United States of America and the Government of Japan.

*Article II*

The Government of Japan will retain possession of such vessels and will use them in accordance with the provisions contained in the Mutual Defense Assistance Agreement between the United States of America and Japan, signed at Tokyo on March 8, 1954.<sup>2</sup>

*Article III*

This loan shall remain in effect for a period of not more than five years after the date of delivery 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 Japan, 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

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<sup>1</sup> Came into force on 5 June 1954 by the notification to the Government of the United States of America by the Government of Japan of the ratification of the Agreement by Japan, in accordance with article X.

<sup>2</sup> United Nations, *Treaty Series*, Vol. 232, p. 169.

<sup>3</sup> See p. 294 of this volume.

may, nevertheless, request the return of any vessel loaned under this Agreement at an earlier date if such action is necessitated by its own defense requirements, in which event the Government of Japan will promptly redeliver the vessel or vessels in accordance with Article VIII of this Agreement.

#### *Article IV*

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

#### *Article V*

While the Government of Japan may place the vessels under its own flag, the title to the vessels, and to the appurtenances referred to in Article IV of this Agreement, except fuel, consumable stores, and spare and replacement parts, shall remain in the Government of the United States of America. The Government of Japan 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 Japan 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.

#### *Article VI*

The Government of Japan shall not, without the consent of the Government of the United States of America, 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. The Government of Japan 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 in the United States of America.

#### *Article VII*

The Government of Japan renounces all claims which may arise against the Government of the United States of America in connection with the transfer, use or operation of the vessels, and will hold the Government of the United States of America harmless from any claim asserted by third parties in such connection.

*Articles VIII*

Upon expiration or termination of the loan as provided in Article III of this Agreement, the vessels unless lost, shall be redelivered at a place and time to be specified by the Government of the United States of America in substantially the same condition, except for fair wear and tear or for damage caused through action by an aggressor force, as they were when transferred to the Government of Japan. Any appurtenances of the types enumerated in Article IV of this Agreement on board the vessels at the time of redelivery shall, if they are not already the property of the United States of America, become the property of the United States of America. Should any of the vessels be damaged or lost through action by an aggressor force, the Government of Japan will be exempt from liability for such damage or loss. Should any of the vessels sustain damage from any cause, such as in the opinion of the Government of Japan renders it a total loss, the Government of Japan shall consult with the Government of the United States of America before declaring it a total loss. If any 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 such condition is not the result of damage caused through action by an aggressor force or due to normal wear and tear, the Government of Japan agrees to pay the Government of the United States of America fair and reasonable compensation as may be agreed upon.

*Article IX*

The two Governments will make necessary arrangements for the execution of this Agreement.

*Article X*

This Agreement shall come into force on the date of receipt by the Government of the United States of America of a written notice from the Government of Japan of ratification of the Agreement by Japan.

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

DONE in duplicate, in the English and Japanese languages, both equally authentic, at Tokyo, this fourteenth day of May, one thousand nine hundred fifty-four.

For the Government of the United States of America :  
John M. ALLISON  
[SEAL]

For the Government of Japan :  
Katsuo OKAZAKI  
[SEAL]

## ANNEX A

List of vessels to be loaned to the Government of Japan in accordance with the provisions of the Agreement for the Loan of United States Naval Vessels to Japan, dated May 14th, 1954,<sup>1</sup> between the Government of the United States of America and the Government of Japan.

<i>Item Number</i>	<i>Category</i>	<i>Type</i>
1	Destroyer	1,600-ton type
2	Destroyer	1,600-ton type
3	Destroyer-Escort	Diesel electric tandem type
4	Destroyer-Escort	Diesel electric tandem type

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<sup>1</sup> See p. 288 of this volume.

*PROCÈS-VERBAL*<sup>1</sup> RELATING TO THE AGREEMENT OF  
14 MAY 1954<sup>2</sup> BETWEEN THE UNITED STATES OF  
AMERICA AND JAPAN FOR THE LOAN OF UNITED  
STATES NAVAL VESSELS TO JAPAN. SIGNED AT  
TOKYO, ON 18 JANUARY 1955

The undersigned, duly authorized by their respective Governments, have agreed this day to annex the additional list attached hereto to the Agreement for the Loan of United States Naval Vessels to Japan signed at Tokyo on May 14, 1954<sup>2</sup> in accordance with the provisions of Article I of the Agreement.

IN WITNESS WHEREOF they have signed this *Procès-Verbal*.

DONE at Tokyo, in duplicate in the English and Japanese languages, this 18th day of January, 1955.

For the Government of the United States of America :

J. Graham PARSONS

[SEAL]

For the Government of Japan :

K. OKAZAKI

[SEAL]

A N N E X A-2

Additional list of vessels to be loaned to the Government of Japan in accordance with the provisions of the Agreement for the Loan of United States Naval Vessels to Japan, dated May 14, 1954, between the Government of the United States of America and the Government of Japan.

<i>Item Number</i>	<i>Category</i>	<i>Type</i>
5	Submarine	1,700-ton type
6	Minesweeper	USS Condor (AMS-5)
7	Minesweeper	USS Firecrest (AMS-10)
8	Minesweeper	USS Heron (AMS-18)
9	Minesweeper	USS Osprey (AMS-28)
10	Minesweeper	USS Pelican (AMS-32)
11	Minesweeper	USS Swallow (AMS-36)
12	Minesweeper	USS Chatterer (AMS-40)

<sup>1</sup> Came into force on 18 January 1955 by signature.

<sup>2</sup> See p. 288 of this volume.