

No. 5175

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**UNITED STATES OF AMERICA  
and  
REPUBLIC OF CHINA**

**Exchange of notes constituting an agreement relating to a grant for procurement of nuclear research and training equipment and materials. Washington, 16 October and 2 December 1959**

*Official text: English.*

*Registered by the United States of America on 14 June 1960.*

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**ÉTATS-UNIS D'AMÉRIQUE  
et  
RÉPUBLIQUE DE CHINE**

**Échange de notes constituant un accord relatif à l'octroi d'un don en vue de l'acquisition de matériel et de matières pour la recherche et la formation nucléaires. Washington, 16 octobre et 2 décembre 1959**

*Texte officiel anglais.*

*Enregistré par les États-Unis d'Amérique le 14 juin 1960.*

No. 5175. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT<sup>1</sup> BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF CHINA RELATING TO A GRANT FOR PROCUREMENT OF NUCLEAR RESEARCH AND TRAINING EQUIPMENT AND MATERIALS. WASHINGTON, 16 OCTOBER AND 2 DECEMBER 1959

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I

*The Secretary of State to the Chinese Ambassador*

DEPARTMENT OF STATE  
WASHINGTON

October 16, 1959

Excellency :

I have the honor to refer to Your Excellency's note of March 25, 1959<sup>2</sup>, requesting that favorable consideration be given to a proposal to provide financial assistance to assist the National Tsing-Hua University in the acquisition of certain nuclear research and training equipment and materials, and to inform Your Excellency's Government that approval of a grant for this purpose has now been given.

I now have the honor to propose the following understandings on the basis of which funds are to be furnished :

1. The equipment and materials to be acquired in accordance with this note shall be used for peaceful purposes only.
2. The Government of the Republic of China shall procure, or arrange for procurement of, all equipment and materials to be financed hereunder, and shall meet the costs of transportation, insurance while in transit, installation, and operation of this equipment and material.
3. The Government of the Republic of China shall ensure that fifty percent of the gross tonnage of equipment and materials financed hereunder which may be transported on ocean vessels shall be transported on United States-flag vessels, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

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<sup>1</sup> Came into force on 2 December 1959 by the exchange of the said notes.

<sup>2</sup> Not printed by the Department of State of the United States of America.

4. Funds granted by the Government of the United States shall be available only to purchase such equipment and materials, or their equivalents, and in amounts not in excess of such prices, as may be established by the United States Atomic Energy Commission. Any difference between the amount established by the Commission and the actual cost may not be applied toward purchase of other items.

5. The manner and procedures for reimbursement to the Government of the Republic of China for procurement of equipment and materials as provided in this note shall be established by the United States Atomic Energy Commission and notified to the Government of the Republic of China.

6. Copies of technical publications deriving from use of equipment and materials financed hereunder will be provided currently to the Government of the United States, and an appropriate plaque acknowledging the assistance of the Government of the United States will be permanently displayed in the laboratory in which the equipment and materials financed hereunder are located.

7. The Government of the Republic of China shall indemnify and save harmless the Government of the United States against any and all liabilities from any cause whatsoever, including third party liability, which may result from the operation or use of any equipment and materials furnished hereunder.

If these understandings are acceptable to Your Excellency's Government, this note and Your Excellency's reply concurring therein shall 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.

For the Secretary of State :  
J. Graham PARSONS

His Excellency Dr. George K. C. Yeh  
Chinese Ambassador

## II

### *The Chinese Ambassador to the Secretary of State*

CHINESE EMBASSY  
WASHINGTON

December 2, 1959

Sir :

I have the honor to refer to your note of October 16, 1959, which reads as follows :

[See note I]

A list entitled "Nuclear Energy Equipment Grant—Tsing Hua University, Taiwan,"<sup>1</sup> containing a total of one hundred (100) items at a total cost of \$97,521, was enclosed with the above note.

Pursuant to instructions from my Government, I now have the honor to state that the understandings set forth in your note referred to above and the items contained in the list enclosed therewith are acceptable to my Government and that this note and your note under reply shall constitute an agreement between our two Governments, which shall enter into force as of today's date.

I have the honor also to inform you that the National Tsing-Hua University is designated as an agency of my Government in matters pertaining to the procurement, transportation, installation and operation of the equipment and materials referred to in the present agreement.

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

George K. C. YEH

The Honorable Christian A. Herter  
Secretary of State

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<sup>1</sup> Not printed by the Department of State of the United States of America.