

Agreement effected by exchange of notes signed at Taipei January' 30 and February 9, 1951; entered into force February 9, 1951.

The American Charge d' Affaires ad interim to the Chinese Minister of Foreign Affairs

American Embassy,

no. 13 *Taipei, January 30, 1951.*

Excellency :

Pursuant to instructions from my Government, I have the honor to deliver the following statement:

"The Government of the United States is prepared to make available to the Republic of China under the terms of P.L. 329, 81st Congress, as amended, certain military material for the defense of Taiwan against possible attack.

"This material, and any other furnished under the authority of the law referred to, is transferred on the understanding that it will be used and disposed of pursuant to the following undertakings and that failure to do so by the Chinese Government will be contrary to the understanding of the United States Government, and may be considered by the United States to be cause for the cessation of further deliveries (it being understood that the undertakings contained in the first three paragraphs below apply as well to the material transferred to the Chinese Government under that law since June 27, 1950);

1. The Chinese Government will use the material to maintain its internal security or its legitimate self-defense.
2. The Chinese Government will take such security measures as may be agreed in each case between the United States Government and the Chinese Government in order to prevent the disclosure and compromise of classified military articles, services or information furnished by the United States Government.
3. The Chinese Government agrees to receive personnel of the United States Government who will discharge in the territory under the control of the Chinese Government the responsibilities of the United States Government under this agreement and who will be accorded adequate facilities to observe the progress of the assistance furnished, to confirm that the material furnished is being used for the purposes for which it is provided, and to carry out such other operations or arrangements as shall be mutually agreed pursuant to this agreement. Such personnel, including personnel temporarily assigned, will, in their relations with the Chinese Government, operate as a part of the United States Embassy, under the direction and control of the Chief of the United States Diplomatic Mission.
4. The Chinese Government will not transfer, sell, or otherwise dispose of the material provided pursuant to the above undertakings, or any other equipment susceptible of military use, without regard to its source, or the time or manner of its acquisition, without first obtaining the assurance of the United States Government that such equipment or material is not required by the United States for its own use or required to support programs of military assistance undertaken by the United States.

"The United States Government would appreciate a written assurance from the Chinese Government of its acceptance of the undertakings in this note."

Accept, Excellency, the assurances of my highest consideration.

His Excellency

Dr. George K. C. Yeh,

Minister of Foreign Affairs, Taipei.

K. L. Rankin