

LEND-LEASE

Agreement signed at Washington June 28, 1946, supplementing agreement of June 2, 1942, as modified

Entered into force June 28, 1946

*Provisions for naval assistance superseded by applicable provisions of agreement of December 8, 1947*¹

61 Stat. 3895; Treaties and Other
International Acts Series 1746

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF CHINA UNDER SECTION 3 (C) OF THE LEND-LEASE ACT

As parties signatory to the United Nations Declaration of January 1, 1942,² the Governments of the United States of America and the Republic of China have pledged themselves to employ their full resources, military and economic, against those nations with which they are at war.

The Government of the United States of America and the Government of the Republic of China in further implementation of their Mutual Aid Agreement of June 2, 1942,³ desire to insure the continuing provision of defense articles, services and information for the Chinese armed forces, including equipment and training, during the period of reoccupation by the Republic of China of its areas occupied by the forces of Japan and of the disarmament and repatriation of Japanese forces remaining on Chinese territory, and during the period of occupation of Japan by the forces of the Republic of China, the United States of America and their allies.

Wherefore, the Government of the United States of America and the Government of the Republic of China agree as follows:

ARTICLE I

All aid undertaken to be provided by the Government of the United States of America under this Agreement shall be made available under the authority and subject to the terms and conditions of the Act of March 11, 1941,⁴ as amended, and any appropriation acts thereunder.

¹ TIAS 1691, *post*, p. 816.

² EAS 236, *ante*, vol. 3, p. 697.

³ EAS 251, *ante*, p. 735.

⁴ 55 Stat. 31.

ARTICLE II

The Government of the United States of America will continue after June 30, 1946 to supply the Government of the Republic of China with such defense articles, defense services and defense information as the President of the United States of America shall authorize to be supplied

(a) for the purpose of the reoccupation of China and the disarmament and repatriation of Japanese troops during a period of time ending on or before October 31, 1946, and in an amount not exceeding \$25,000,000 in terms of cost incurred by the Government of the United States of America,

(b) for the purposes of the occupation of Japan for the period of such occupation, but in no event after June 30, 1949, and in an amount determined by the Senior United States Commander in Japan to be necessary to supplement the articles, services and information available to the Chinese forces from the resources of the Republic of China, and

(c) for the purposes of training, in the United States and elsewhere, of members of the Chinese armed forces, including the so-called air, naval, ground and medical training programs, during the period of time required for the completion of such training but in no event after December 31, 1947, and in an amount not exceeding \$15,000,000 in terms of cost incurred by the Government of the United States of America,

subject to the provisions of Article III hereof.

ARTICLE III

The appropriate price to be charged the Government of the Republic of China, as determined by the Government of the United States of America, for articles, services and information furnished to the Government of the Republic of China under Article II hereof shall be paid by the Government of the Republic of China to the Government of the United States of America upon presentation of bills therefor.

ARTICLE IV

Transfers made under the authority of this Agreement shall in all respects be subject to the terms of Articles III and IV of the Agreement of June 2, 1942 between the Government of the United States and the Government of the Republic of China.

ARTICLE V

Nothing in this Agreement shall modify or otherwise affect the final determination, under the Act of March 11, 1941, as amended, and the Mutual Aid Agreement between the two Governments of June 2, 1942, of the terms and conditions upon which the Republic of China has received aid except for the articles and services made available under the provisions of this Agreement.

ARTICLE VI

This Agreement shall take effect on the date of signature.

IN WITNESS WHEREOF, the undersigned, duly authorized by their respective Governments, have signed the present Agreement in duplicate at Washington on the 28th day of June 1946.

For the Government of the United States of America

CHESTER T. LANE

*Deputy Foreign Liquidation Commissioner
Department of State*

For the Government of the Republic of China

SHOU CHIN WANG

Chairman of the Chinese Supply Commission