TREATY OF PEACE AND FRIENDSHIP BETWEEN JAPAN AND THE UNION OF BURMA

WHEREAS the Government of Japan and the Government of the Union of Burma were desirous of co-operating in furtherance of the promotion of the welfare and the maintenance of international peace and security, in conformity with the principles of the Charter of the United Nations;

WHEREAS the Government of Japan and the Government of the Union of Burma are desirous of a declaration terminated the state of war between Japan and the Union of Burma by Peace;

TREATY OF PEACE BETWEEN JAPAN AND THE UNION OF BURMA

Promulgated, April 16, 1956

Signed at Rangoon, November 5, 1956

And the Union of Burma on April 30, 1956;

And the Union of Burma on April 16, 1956.

WHEREAS the Government of Japan and the Government of the Union of Burma by Peace;

mination of international peace and security, in conformity with the principles of the Charter of the United Nations;

WHEREAS the Government of Japan and the Government of the Union of Burma are desirous of co-
Plenipotentiaries:

The Government of Japan:
Mr. Katsuo Okazaki,
Minister for Foreign Affairs of Japan, and

The Government of the Union of Burma:
U Kyaw Nyein,
Acting Minister for Foreign Affairs of the Union of Burma,

Who, having communicated to each other their full powers found to be in due form, have agreed on the following Articles:

ARTICLE I

There shall be firm and perpetual peace and amity between Japan and the Union of Burma and their respective peoples.

ARTICLE II

The Union of Burma, within one year of the coming into force of this Treaty, will notify Japan which of the pre-war bilateral treaties or conventions that were applicable between Japan and Burma, it wishes to continue in force or revive. Any treaties or conventions so notified
shall continue in force or be revived subject only to such amendments as may be necessary to ensure conformity with this Treaty. The treaties and conventions so notified shall be considered as having been continued in force or revived three months after the date of notification and shall be registered with the Secretariat of the United Nations.

All such treaties and conventions as to which Japan is not so notified shall be regarded as abrogated.

ARTICLE III

The Contracting Parties agree to enter into negotiations for the conclusion of treaties or agreements at an earliest practicable date to place their trading, maritime, aviation and other commercial relations on a stable and friendly basis.

ARTICLE IV

Japan agrees to enter into negotiations with the Union of Burma, when the latter so desires, for the conclusion of an agreement providing for the regulation or limitation of fishing and the conservation and development of fisheries on the high seas.

ARTICLE V
1. Japan is prepared to pay reparations to the Union of Burma in order to compensate the damage and suffering caused by Japan during the war and also is willing to render co-operation in order to contribute towards the economic rehabilitation and development and the advancement of social welfare in the Union of Burma. Nevertheless it is recognized that the resources of Japan are not sufficient, if it is to maintain a viable economy, to make complete reparation for all the damage and suffering of the Union of Burma and other countries caused by Japan during the war and at the same time meet its other obligations.

Therefore,

(a) (I) Japan agrees, subject to such detailed terms as may be agreed upon, to supply the Union of Burma by way of reparations with the services of Japanese people and the products of Japan, the value of which will be on an annual average seven thousand two hundred million yen (¥7,200,000,000), equivalent to twenty million United States of America dollars ($20,000,000), for the period of ten years.

(II) Japan agrees, subject to such detailed terms as may be agreed upon, to take every possible
measure to facilitate the economic co-operation wherein the services of Japanese people and the products of Japan, the value of which will aggregate on an annual average one thousand eight hundred million yen (¥1,800,000,000), equivalent to five million United States of America dollars ($5,000,000), will be made available to the Government or people of the Union of Burma for the period of ten years.

(III) Japan also agrees to re-examine, at the time of the final settlement of reparations towards all other claimant countries, the Union of Burma's claim for just and equitable treatment in the light of the results of such settlement as well as the economic capacity of Japan to bear the overall burden of reparations.

(b) (I) The Union of Burma shall have the right to seize, retain, liquidate or otherwise dispose of all property, rights and interests of Japan and Japanese nationals (including juridical persons) which on the coming into force of this Treaty were subject to its jurisdiction. The property, rights and interests specified in this sub-paragra-
graph shall include those now blocked, vested or in the possession or under the control of enemy property authorities of the Union of Burma, which belonged to, or were held or managed on behalf of, Japan or any Japanese nationals (including juridical persons) at the time such assets came under the control of such authorities.

(ii) The following shall be excepted from the right specified in sub-paragraph (i) above:

(i) all real property, furniture and fixtures owned by the Government of Japan and used for diplomatic or consular purposes, and all personal furniture and furnishings and other private property not of an investment nature which was normally necessary for the carrying out of diplomatic and consular functions, owned by Japanese diplomatic and consular personnel;

(ii) property belonging to religious bodies or private charitable institutions and used exclusively for religious or charitable pur-
(iii) Property referred to in the exceptions set forth in sub-paragraph (II) above shall be returned subject to reasonable expenses for its preservation and administration. If any such property has been liquidated, the proceeds shall be returned instead.

(iv) The right to seize, retain, liquidate or otherwise dispose of property as provided in sub-paragraph
(I) above shall be exercised in accordance with the laws of the Union of Burma, and the owner shall have only such rights as may be given him by those laws.

2. Except as otherwise provided in this Treaty, the Union of Burma waives all claims of the Union of Burma and its nationals arising out of any actions taken by Japan and its nationals in the course of the prosecution of the war.

ARTICLE VI

Upon application made within nine months of the coming into force of this Treaty, Japan will, within six months of the date of such application, return the property, tangible and intangible, and all rights or interests of any kind in Japan of the Union of Burma and of its nationals which were within Japan at any time between December 7, 1941 and September 2, 1945 unless the owner has freely disposed thereof without duress or fraud.

Such property shall be returned free of all encumbrances and charges to which it may have become subject because of the war, and without any charges for its return.
第七条

1. 両締結国は、戦争状態の存立が、戦争状態の存立

前にあった債務及び契約（債権）に関するものを含

むと、並びに戦争状態の存立前に取得された権利から

生する金銭債務で、日本国の連合国財産補償法（昭和二十六年法

律第二百六十四号）の定める条件よりも不利でない条

件で補償されるものとすること。

邦政府により所定の期間内に返還が申請されない財産

は、日本国政府がその定めところに従って処分することができる。

前記のいずれかの財産が、九百四十四年十二月七日

に日本国に所在地、かつ、返還することができず、又

は戦争の結果として損害または損害を受けていいる場

合には、日本国の連合国財産補償法（昭和二十五年法

律第二百六十四号）の定める条件よりも不利でない条

件で補償されるものとすること。

Property, the return of which is not applied for by or on behalf of its owners or by the Government of the Union of Burma within the prescribed period may be disposed of by the Government of Japan at its discretion.

If any such property was within Japan on December 7, 1941, and cannot be returned or has suffered injury or damage as a result of the war, compensation will be made on terms not less favourable than the terms provided for in the Allied Powers Property Compensation Law of Japan (Law No. 264, 1951).

ARTICLE VII

I. The Contracting Parties recognize that the inter-

vention of the state of war has not affected the obligation

to pay pecuniary debts arising out of obligations and con-

tracts (including those in respect of bonds) which existed

and rights which were acquired before the existence of a st-

ate of war, and which are due by the Government or nationals of the Uni-

on of Burma to the Government or nationals of Japan: nor

has the intervention of the state of war affected the obligation

to consider on their merits claims for loss or damage to

property or for personal injury or death which arose before the existence of a state of war, and which may be presented or re-presented by the Government of Japan to the Government of the Union of Burma or by the Government of the Union of Burma to the Government of Japan.

2. Japan affirms its liability for the pre-war external debt of the Japanese State and for debts of corporate bodies subsequently declared to be liabilities of the Japanese State, and expresses its intention to enter into negotiations at an early date with its creditors with respect to the resumption of payments on those debts.

3. The Contracting Parties will encourage negotiations in respect to other pre-war claims and obligations and facilitate the transfer of sums accordingly.

ARTICLE VIII

1. Japan waives all claims of Japan and its nationals against the Union of Burma and its nationals arising out of the war or out of actions taken because of the existence of a state of war.

2. The foregoing waiver includes any claims arising out of actions taken by Burma or the Union of Burma with respect to Japanese ships between September 1, 1939,
and the coming into force of this Treaty, as well as any claims and debts arising in respect to Japanese prisoners of war and civilian internees in the hands of Burma or the Union of Burma, but does not include Japanese claims specifically recognized in the laws of Burma or the Union of Burma enacted since September 2, 1945.

ARTICLE IX

Any dispute arising out of the interpretation or application of this Treaty shall be settled in the first instance by negotiation, and, if no settlement is reached within a period of six months from the commencement of negotiations, the dispute shall, at the request of either Contracting Party, be referred for decision to the International Court of Justice.

ARTICLE X

This Treaty shall be ratified and shall come into force on the date of exchange of ratifications which shall take place as soon as possible at Tokyo.

IN WITNESS WHEREOF the undersigned Plenipoten-
The signatories have signed this Treaty and have affixed hereto their seals.

DONE in duplicate at Rangoon, this fifth day of November of the year one thousand nine hundred and fifty-four.

For Japan:
(Signed) Katsuo Okazaki (Seal)

For the Union of Burma:
(Signed) Kyaw Nyein (Seal)
AGREEMENT FOR REPARATIONS AND ECONOMIC CO-OPERATION BETWEEN JAPAN AND THE UNION OF BURMA

Signed at Rangoon, November 5, 1954
Approval decided by the cabinet, April 12, 1955
Notifications of approval exchanged at Tokyo, April 16, 1955
Entered into force, April 16, 1955
Promulgated, April 16, 1955

Japan and the Union of Burma,

Desiring to conclude an agreement for implementing the provisions of Article V, paragraph 1 (a) of the Treaty of Peace between Japan and the Union of Burma signed at Rangoon on November 5, 1954 (hereinafter referred to as “the Treaty”),

Have accordingly appointed their respective representatives for this purpose, who have agreed as follow:

ARTICLE I

1. Japan shall supply the Union of Burma by way of reparations with the services of Japanese people and the
products of Japan, the value of which will be on an annual average seven thousand two hundred million yen (¥7,200,000,000), equivalent to twenty million United States of America dollars (§20,000,000), for the period of ten years from the date of coming into force of the Treaty.

2. Japan shall take every possible measure to facilitate the economic co-operation wherein the services of Japanese people and the products of Japan, the value of which will aggregate on an annual average one thousand eight hundred million yen (¥1,800,000,000), equivalent to five million United States of America dollars (§5,000,000), will be made available in the form of joint enterprises between Japanese people and the Government or people of the Union of Burma, for the period of ten years from the date of coming into force of the Treaty.

3. The services and products referred to in paragraphs 1 and 2 above shall be supplied or made available for the economic rehabilitation and development and the advancement of social welfare in the Union of Burma as envisaged and agreed in principle on the Annex to this Agreement. Such services and products shall be determined by agreement between the Governments of the two countries.

ARTICLE II
1. The Union of Burma shall take measures necessary for the smooth implementation of the provisions of Article I of this Agreement.

2. The Union of Burma shall provide such local labour, materials and equipment as may be made available in order to enable Japan to supply the services and products referred to in Article I, paragraph 1 of this Agreement.

3. The Union of Burma undertakes that the Government or people of the Union of Burma shall so provide their due shares of capital in joint enterprises as to ensure the smooth performance of the economic co-operation referred to in Article I, paragraph 2 of this Agreement.

4. The Union of Burma undertakes that the products of Japan supplied or made available under this Agreement shall not be re-exported from the territories of the Union of Burma except as otherwise agreed between the Governments of the two countries.

ARTICLE III

1. The proportion of ownership or shares of the Government or people of the Union of Burma in the joint enterprises referred to in Article I of this Agreement shall not be less than sixty per cent except as otherwise agreed.
2. The ownership or shares of Japanese people in the joint enterprises shall not be expropriated by the Government of the Union of Burma for such length of time as that Government may respectively assure those Japanese people against expropriation at the time the individual contracts concerned are made.

3. In the event that the ownership or shares of Japanese people in the joint enterprises should be expropriated by the Government of the Union of Burma after the lapse of the time of assurance referred to above, such expropriation shall be made only in accordance with the terms and conditions which shall be prescribed by that Government at the time the individual contracts referred to above are made.

4. The Government of the Union of Burma shall permit the remittance to Japan of the proceeds from the expropriation referred to above or the sale of the ownership or shares of Japanese people in the joint enterprises, and the interest and dividends derived from such ownership or shares, as well as the salaries or other earnings which Japanese people may receive from the joint enterprises, in accordance with the terms and conditions which shall be prescribed by that Government at the time the individual contracts referred to above are made.
contracts concerned are made.

ARTICLE IV

There shall be established a joint committee to be composed of representatives of the Governments of the two countries, which shall be an organ for consultation, and recommendation to the Governments of the two countries, on matters concerning the implementation of this Agreement.

ARTICLE V

Details for the execution of this Agreement shall be agreed upon through consultation between the Governments of the two countries.

ARTICLE VI

1. Any dispute between the two countries concerning the interpretation and implementation of this Agreement shall primarily be settled through diplomatic channels. If the Governments of the two countries fail to reach a settlement, the dispute shall be referred for decision to a tribunal of three arbitrators, one to be appointed by each Government and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall not be
a national of either country. Each Government shall appoint an arbitrator within a period of thirty days from the date of receipt by either Government from the other Government of a note requesting arbitration of the dispute and the third arbitrator shall be agreed upon within a further period of thirty days.

2. The two countries undertake to comply with any decision given under the preceding paragraph.

ARTICLE VII

This Agreement shall be approved by each country in accordance with its legal procedures, and this Agreement shall enter into force upon the date of exchange of notes indicating such approval.

IN WITNESS WHEREOF the undersigned, being duly authorized by the respective Governments of the two countries, have signed this Agreement.

DONE in duplicate at Rangoon, this fifth day of November of the year one thousand nine hundred and fifty-four.

For Japan:

(Signed) Katsuo Okazaki
For the Union of Burma:
(Signed) Kyaw Nyein

ANNEX

1. Construction of hydro-electric plants
2. Construction of steel plants
3. Rehabilitation of port facilities
4. Construction of hospitals and provision of medical services
5. Education in Japan of Burmese technicians and students
6. Technical training in Burma of Burmese technicians
7. Construction of fertilizer plants
8. Rehabilitation of railways
9. Construction of a shipbuilding yard
10. Manufacture of explosives and shells
11. Construction of cement factories
12. Development of salterns
13. Construction of sugar factories
14. Construction of chemical industries
15. Rehabilitation of river shipping
16. Construction of non-ferrous metal industry
17. Construction of engineering industry
18. Rehabilitation of telecommunications
19. Provision of other products and services to be agreed upon between the Governments of the two countries
AGREEMENT BETWEEN JAPAN AND THE UNION OF BURMA ON ECONOMIC AND TECHNICAL CO-OPERATION

Japan and the Union of Burma,

Desiring to co-operate for the economic and social development of the Union of Burma and to strengthen the friendly relations between the two countries,

Have decided to conclude the present Agreement and have accordingly appointed as their Plenipotentiaries:

Japan:
Mr. Sadasuke Iizuka, Parliamentary Vice-Minister for Foreign Affairs

Mr. Kenichi Otabe, Ambassador Extraordinary and Plenipotentiary to the Union of Burma, and

The Union of Burma:
U Thi Han, Minister for Foreign Affairs,

Who, having communicated to each other their full powers found to be in due form, have agreed upon the following Articles:

ARTICLE 1
1. Japan shall extend to the Union of Burma assistance on a grant basis for the purpose of contributing to the economic and social development of the Union of Burma, composed of the products of Japan and the services of Japanese people, the total value of which will be so much in yen as shall be equivalent to one hundred and forty million United States dollars ($140,000,000) at present computed at fifty thousand four hundred million yen (¥50,400,000,000), within the period of twelve years as from April 16, 1965.

2. The supply of such products and services shall be made at an annual average of so much in yen as shall be equivalent to eleven million seven hundred thousand United States dollars ($11,700,000) at present computed at four thousand two hundred and twelve million yen (¥4,212,000,000) during the period of the first eleven years, the outstanding balance to be settled on the twelfth year.

ARTICLE II

1. The products and services to be supplied under the present Agreement shall be those requested by the Government of the Union of Burma and agreed upon.
between the two Governments.

2. The two Governments shall fix through consultation a schedule (hereinafter referred to as the "Schedule") specifying the products and services to be supplied by Japan each year.

ARTICLE III

1. The products to be supplied under the present Agreement shall be mainly capital goods.

2. The supply of products under the present Agreement shall be carried out in such manner as may not prejudice the normal trade between Japan and the Union of Burma, nor impose additional foreign exchange burden upon Japan.

ARTICLE IV

1. The Mission mentioned in Article VI of the present Agreement shall conclude, in behalf of the Government of the Union of Burma, contracts directly with any Japanese national or any Japanese juridical person, in order to have the products and services supplied under the present Agreement.

2. The contracts mentioned in paragraph 1 above
(including modifications thereof) shall conform with (a) the provisions of the present Agreement, (b) the provisions of such arrangements as may be made by the two Governments for the implementation of the present Agreement and (c) the Schedule applicable. These contracts shall be forwarded by the Mission to the designated authority of the Government of Japan for verification as to the conformity of the same with the above-mentioned criteria. This verification will as a rule be effected within fourteen days. In case of failure in verification within the stipulated time, such contract shall be referred to the Joint Committee mentioned in Article VIII of the present Agreement and acted upon in accordance with the recommendation of the Joint Committee. Such recommendation shall be made within a period of thirty days following the receipt of the contract by the Joint Committee. A contract which has been verified in pursuance of this paragraph shall hereinafter be referred to as a “Verified Contract”.

3. Notwithstanding the provisions of paragraph 1 above, the supply of products and services under the present Agreement may be made without Verified Contracts, but only by agreement between the two
ARTICLE V

1. The Government of Japan shall, through procedures to be determined under Article IX of the present Agreement, make payments to cover the obligations incurred by the Mission mentioned in Article VI of the present Agreement under Verified Contracts and the expenses for the supply of products and services referred to in Article IV, paragraph 3 of the present Agreement. These payments shall be made in Japanese yen.

2. By and upon making a payment in yen under the preceding paragraph, Japan shall be deemed to have supplied the Union of Burma with the products and services thus paid for.

ARTICLE VI

1. The Government of the Union of Burma will establish in Japan a Mission of the Government of the Union of Burma as its sole and exclusive agent to be charged with the implementation of the present Agreement, including the conclusion of contracts referred to in Article IV, paragraph 1 of the present Agreement and the
performance of Verified Contracts.

2. Such office or offices of the Mission in Japan as are necessary for the effective performance of its functions and used exclusively for that purpose may be established at Tokyo and other places to be agreed upon between the two Governments.

3. The premises of the office or offices, including the archives, of the Mission in Japan shall be inviolable. The Mission shall be entitled to use cipher. The real estate which is owned by the Mission and used directly for the performance of its functions shall be exempt from the Tax on Acquisition of Real Property and the Property Tax. The income of the Mission which may be derived from the performance of its functions shall be exempt from taxation in Japan. The property imported for the official use of the Mission shall be exempt from customs duties and any other charges imposed on or in connection with importation.

4. The Mission shall be accorded such administrative assistance by the Government of Japan as other foreign missions usually enjoy and as may be required for the effective performance of its functions.

5. The Chief and two senior officials of the Mission
as well as the chiefs of such offices as may be established in pursuance of paragraph 2 above, who are nationals of the Union of Burma, shall be accorded diplomatic privileges and immunities generally recognized under international law and usage. If it is deemed necessary for the effective performance of the functions of the Mission, the number of such senior officials may be increased by agreement between the two Governments.

6. Other members of the staff of the Mission who are nationals of the Union of Burma and who are not ordinarily resident in Japan shall be exempt from taxation in Japan upon emoluments which they may receive in the discharge of their duties, and, in accordance with Japanese laws and regulations, from customs duties and any other charges imposed on or in connection with importation of property for their personal use.

7. In respect of those disputes arising out of or in connection with Verified Contracts which, failing other methods of settlement, are brought to the Japanese courts, the person who holds the post of Chief of the Legal Section of the Mission may sue or be sued and accordingly he may be served with process and other pleadings at his office in the Mission. However, he shall be exempt from
the obligation to give security for the cost of legal proceedings. While the Mission enjoys inviolability and immunity as provided for in paragraphs 3 and 5 above, the final decision rendered by the competent courts in such cases will be accepted by the Mission as binding upon it.

8. In the enforcement of any final court decision, the land and buildings, as well as the movable property therein, owned by the Mission and used for the performance of its functions shall in no case be subject to execution.

ARTICLE VII

1. The two Governments shall take measures necessary for the smooth and effective implementation of the present Agreement:

2. The Union of Burma shall provide such local labour, materials and equipment as may be available in order to enable Japan to supply the products and services under the present Agreement.

3. Japanese nationals who may be needed in the Union of Burma in connection with the supply of products or services under the present Agreement shall be accorded
such facilities as may be necessary for their entry into and stay in the Union of Burma for the performance of their work.

4. With respect to the income derived in connection with the supply of products or services under the present Agreement, Japanese nationals and juridical persons shall not be liable for taxation in the Union of Burma.

5. The Union of Burma undertakes that the products of Japan supplied under the present Agreement shall not be re-exported from the territories of the Union of Burma except as otherwise agreed upon between the two Governments.

ARTICLE VIII

There shall be established at Tokyo a Joint Committee to be composed of representatives of the two Governments as an organ for consultation between them and for recommendation to their respective Governments, on matters concerning the implementation of the present Agreement.

ARTICLE IX

Details including procedures for the implementation of the present Agreement shall be agreed upon through
consultation between the two Governments.

ARTICLE X

Any dispute between the two Governments concerning the interpretation and implementation of the present Agreement shall be settled primarily through diplomatic channels. If the two Governments fail to reach a settlement, the dispute shall be referred for decision to a tribunal of three arbitrators, one to be appointed by each Government and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either country. Each Government shall appoint an arbitrator within a period of thirty days from the date of receipt by either Government from the other Government of a note requesting arbitration of the dispute and the third arbitrator shall be agreed upon within a further period of thirty days. If, within the periods respectively referred to, either Government fails to appoint an arbitrator or the third arbitrator is not agreed upon, the President of the International Court of Justice may be requested by either Government to appoint such arbitrator or the third arbitrator, as the case may be. The two Governments agree to abide by any award.
given under this Article.

ARTICLE XI

The present Agreement shall be ratified. The Agreement shall enter into force upon the date of exchange of the instruments of ratification. The instruments of ratification shall be exchanged as soon as possible.

IN WITNESS WHEREOF the undersigned Plenipotentiaries have signed the present Agreement and have affixed hereunto their seals.

DONE in duplicate, in the English language, at Rangoon, this twenty-ninth day of March of the year one thousand nine hundred and sixty-three.

FOR JAPAN: FOR THE UNION OF BURMA:

Sadasuke Iizuka Thi Han
Kenichi Otabe