

No. 2349

**INTERNATIONAL LABOUR ORGANISATION
and
CHINA**

**Basic Agreement concerning technical assistance. Signed
at Geneva, on 13 February 1953**

Official text: English.

Registered by the International Labour Organisation on 30 October 1953.

**ORGANISATION INTERNATIONALE DU TRAVAIL
et
CHINE**

**Accord de base relatif à l'assistance technique. Signé à
Genève, le 13 février 1953**

Texte officiel anglais.

Enregistré par l'Organisation internationale du Travail le 30 octobre 1953.

No. 2349. BASIC AGREEMENT¹ BETWEEN THE INTERNATIONAL LABOUR ORGANISATION AND THE GOVERNMENT OF THE REPUBLIC OF CHINA CONCERNING TECHNICAL ASSISTANCE. SIGNED AT GENEVA, ON 13 FEBRUARY 1953

The International Labour Organisation (hereinafter called “ the Organisation ”), and the Government of the Republic of China (hereinafter called “ the Government ”), desiring to give effect to the resolutions and decisions relating to the provision of technical assistance, which are intended to promote the economic and social progress and development of peoples, have entered into this Basic Agreement in a spirit of friendly co-operation.

Article I

FURNISHING OF TECHNICAL ASSISTANCE

1. The Organisation shall render technical assistance to the Government on such matters and in such manner as may subsequently be agreed upon in supplementary agreements or arrangements pursuant to this Basic Agreement.

2. Such technical assistance shall be furnished and received in accordance with the Observations and Guiding Principles set forth in Annex I of Resolution 222 IX (A)² of the Economic and Social Council of the United Nations of 15 August 1949, and as appropriate in accordance with the relevant resolutions and decisions of the assemblies, conferences and other organs of the Organisation.

3. Such technical assistance may consist :

(a) Of making available the services of experts to the Republic of China (hereinafter called “ the country ”), in order to render advice and assistance to the appropriate authorities;

(b) Of organising and conducting seminars, training programmes, demonstration projects, expert working groups, and related activities in such places as may be mutually agreed;

¹ Came into force on 13 February 1953, upon signature, in accordance with article V (1).

² United Nations, *Treaty Series*, Vol. 76, p. 132.

(c) Of awarding scholarships and fellowships or of making other arrangements under which candidates nominated by the Government, and approved by the Organisation shall study or receive training outside the country;

(d) Of preparing and executing pilot projects in such places as may be mutually agreed upon;

(e) Of providing any other form of technical assistance which may be agreed upon by the Organisation and the Government.

4. (a) Experts who are to render advice and assistance to the Government shall be selected by the Organisation in consultation with the Government. They shall be responsible to the Organisation.

(b) In the performance of their duties the experts shall act in close consultation with the Government and with those persons or bodies so authorised by the Government and shall comply with such instructions from the Government as may be foreseen in the supplementary agreements or arrangements.

(c) The experts shall in the course of their advisory work make every effort to instruct any technical staff the Government may associate with them in their professional methods, techniques and practices, and in the principles on which these are based, and the Government shall, wherever practicable, arrange for such technical staff to be attached to the experts for this purpose.

5. Any technical equipment or supplies which may be furnished by the Organisation shall remain its property unless and until such time as title may be transferred on terms and conditions mutually agreed upon between the Organisation and the Government.

6. The duration of the technical assistance to be furnished shall be specified in the relative supplementary agreements or arrangements.

Article II

CO-OPERATION OF THE GOVERNMENT CONCERNING TECHNICAL ASSISTANCE

1. The Government shall do everything in its power to ensure the effective use of the technical assistance provided.

2. The Government and the Organisation shall consult together regarding the publication, as appropriate, of any findings and reports of experts that may prove of benefit to other countries and to the Organisation itself.

3. In any case, the Government will, as far as practicable, make available to the Organisation information on the actions taken as a consequence of the assistance rendered and on the results achieved.

Article III

ADMINISTRATIVE AND FINANCIAL OBLIGATIONS OF THE ORGANISATION

1. The Organisation shall defray, in full or in part, as may be specified in supplementary agreements or arrangements, the costs necessary to the technical assistance which are payable outside the country as follows :

- (a) The salaries of the experts;
- (b) The costs of transportation and subsistence of the experts during their travel to and from the point of entry into the country;
- (c) The cost of any other travel outside the country;
- (d) Insurance of the experts;
- (e) Purchase and transport to and from the point of entry into the country of any equipment or supplies provided by the Organisation;
- (f) Any other expenses outside the country approved by the Organisation.

2. The Organisation shall defray such expenses in local currency as are not covered by the Government pursuant to Article IV, paragraph I, of this Agreement.

Article IV

ADMINISTRATIVE AND FINANCIAL OBLIGATIONS OF THE GOVERNMENT

1. The Government shall contribute to the cost of technical assistance by paying for, or directly furnishing, the following facilities and services :

- (a) Local personnel services, technical and administrative, including the necessary local secretarial help, interpreter-translators, and related assistance;
- (b) The necessary office space and other premises;
- (c) Equipment and supplies produced within the country;
- (d) Transportation of personnel, supplies and equipment for official purposes within the country;
- (e) Postage and telecommunications for official purposes;
- (f) Medical care for technical assistance personnel;
- (g) Such subsistence of experts as may be specified in supplementary agreements or arrangements.

2. For the purpose of meeting the expenses payable by it, the Government may establish a local currency fund, or funds, in such amounts and under such procedures as may be specified in supplementary agreements or arrangements.

Where the Organisation has the custody of such a fund account shall be duly rendered and any unused balance shall be returned to the Government.

3. The Government shall defray such portion of the expenses to be paid outside the country as are not covered by the Organisation, as may be specified under supplementary agreements or arrangements.

4. In appropriate cases the Government shall put at the disposal of the experts such labour, equipment, supplies, and other services or property as may be needed for the execution of their work and as may be mutually agreed upon.

Article V

1. This Basic Agreement shall enter into force upon signature by duly authorised representatives of the Organisation and of the Government.

2. This Basic Agreement and any supplementary agreement or arrangement made pursuant hereto may be modified by agreement between the Organisation and the Government, each of which shall give full and sympathetic consideration to any request by the other for such modification.

3. The Basic Agreement may be terminated by either the Organisation or the Government upon the written notice to the other party and shall terminate 60 days after receipt of such notice. Termination of the Basic Agreement shall be deemed to constitute termination of the supplementary agreements or arrangements agreed upon between the Organisation and the Government.

IN WITNESS WHEREOF the undersigned, duly appointed representatives of the Organisation and the Government respectively, have, on behalf of the Parties, signed the present agreement at Geneva this thirteenth day of February 1953, in the English language in two copies.

For the International Labour
Organisation :

W. YALDEN-THOMSON
Assistant Director-General
By special authority of the
Director-General of the
International Labour Office

For the Government of the
Republic of China :
Tuan MAO-LAN