

No. 5512

**JAPAN
and
THAILAND**

**Agreement (with annexures and agreed official minutes)
concerning the establishment of a Telecommunications
Training Centre. Signed at Bangkok, on 24 August 1960**

Official text: English.

Registered by Japan on 3 January 1961.

**JAPON
et
THAÏLANDE**

**Accord (avec annexes et procès-verbal approuvé) con-
cernant la création d'un Centre de formation pour les
télécommunications. Signé à Bangkok, le 24 août 1960**

Texte officiel anglais.

Enregistré par le Japon le 3 janvier 1961.

No. 5512. AGREEMENT¹ BETWEEN THE GOVERNMENT OF JAPAN AND THE GOVERNMENT OF THE KINGDOM OF THAILAND CONCERNING THE ESTABLISHMENT OF A TELECOMMUNICATIONS TRAINING CENTRE. SIGNED AT BANGKOK, ON 24 AUGUST 1960

The Government of Japan and the Government of the Kingdom of Thailand, earnestly desiring to advance the economic and technical cooperation between the two countries and thereby to strengthen further the friendly relations which traditionally exist between the two countries, have agreed as follows :

Article I

There shall be established a Telecommunications Training Centre (hereinafter called "the Centre") at Nondhaburi, the function of which shall be to render practical and theoretical training to junior engineers and technicians in the fields of installation, operation and maintenance of telecommunications facilities.

Article II

(1) In accordance with laws and regulations in force in Japan, the Government of Japan shall take necessary measures to provide at their own expense the services of a Japanese director and of requisite Japanese teaching and technical staff as listed in Annexure I² in addition to those of technical experts required for the installation of machinery and equipment referred to in Article III. The provision of the services of the Japanese personnel referred to above (hereinafter called "the Japanese staff") shall be made through the normal procedures under the Colombo Plan Technical Cooperation Scheme unless otherwise agreed upon by the representatives of the two Governments.

(2) The Japanese staff shall be granted privileges, exemptions and benefits, as mentioned in Annexure II,² and shall be granted privileges, exemptions and benefits no less favourable than those granted to the experts of the third countries under similar circumstances.

(3) The Government of the Kingdom of Thailand shall, if necessary, grant residence permits to the Japanese staff and their families and labour permits to the Japanese staff.

¹ Came into force on 24 August 1960, the date of signature, in accordance with article IX.

² See p. 80 of this volume.

Article III

(1) In accordance with laws and regulations in force in Japan, the Government of Japan shall take necessary measures to provide at their own expense teaching aids and materials, machinery, equipment, tools and spare parts required for the establishment of the Centre as outlined in Annexure III.¹

(2) The articles referred to above shall become the property of the Government of the Kingdom of Thailand upon being delivered c. i. f. at the port of Bangkok to the Thai authorities concerned.

(3) The Government of the Kingdom of Thailand shall utilize these articles exclusively for the purposes of the Centre.

Article IV

In accordance with laws and regulations in force in Japan, the Government of Japan shall take necessary measures to grant training awards for approximately six months' training in Japan to five to six Thai technicians who will be employed later as assistant instructors at the Centre. The grant of such training awards shall be made through the normal procedures under the Colombo Plan Technical Cooperation Scheme.

Article V

The Government of the Kingdom of Thailand undertake to bear claims, if any arise, against the Japanese staff resulting from, occurring in the course of, or otherwise connected with the *bona fide* discharge of their functions in Thailand covered by this Agreement.

Article VI

(1) The Government of the Kingdom of Thailand shall take necessary measures to provide at their own expense;

- (a) a Thai director and requisite Thai technical and administrative staff, as listed in Annexure IV²;
- (b) requisite buildings as listed in Annexure V³ as well as incidental facilities, furnishings and land required therefor;
- (c) replacements of machinery, equipment and tools, and any other materials necessary for the operation of the Centre;
- (d) suitable furnished accommodation and transportation for the Japanese staff.

¹ See p. 80 of this volume.

² See p. 82 of this volume.

(2) The Government of the Kingdom of Thailand shall take necessary measures to meet,

- (a) customs duties, internal taxes and other similar charges, if any, imposed in Thailand in respect of the articles referred to in Article III;
- (b) expenses necessary for the transportation of the articles referred to in Article III within Thailand as well as for the installation, operation and maintenance thereof;
- (c) any other running expenses necessary for the operation of the Centre.

Article VII

(1) The Japanese director shall be responsible for the technical matters pertaining to the function of the Centre referred to in Article I, while the Thai director shall assist the Japanese director in these technical matters and shall in addition be responsible for the administrative matters pertaining to the function of the Centre.

(2) In carrying out the function of the Centre referred to in Article I, rules and regulations applicable in Thailand in the field of telecommunications will be strictly observed.

Article VIII

There shall be mutual consultation between the two Governments for the purpose of advancing the objectives of the Centre and of successfully promoting Thai-Japanese cooperation in operating the Centre.

Article IX

(1) This Agreement shall enter into force on the date of its signature.

(2) This Agreement shall remain in force for a period of three years from its entry into force and shall continue in force thereafter provided that it shall be terminated on the date of expiry of the above-mentioned three year period or thereafter if either Government have previously given to the other Government at least six months' written notice of their intention to terminate the Agreement.

DONE in duplicate at Bangkok in English on this 24th day of August, 1960.

For the Government
of Japan :
Akira OHYE

For the Government
of the Kingdom of Thailand :
M. L. PIN MALAKUL

ANNEXURE I

LIST OF JAPANESE STAFF AT THE CENTRE

Director.	Instructor for carrier telephone.
Instructor for telephone exchange.	
Instructor for telegraph.	Instructor for outside plant.
Instructor for wireless telecommunications.	Instructor for microwave.
Instructor for carrier telephone.	

ANNEXURE II

PRIVILEGES, EXEMPTIONS AND BENEFITS

The Government of the Kingdom of Thailand shall accord to the Japanese staff the following privileges, exemptions and benefits :

- (1) Exemption from Thai income-tax and any other charges as long as the Japanese staff draw their salaries from Japan
- (2) Exemption from Thai import and export duties and any other charges in respect of reasonably necessary personal possessions, including one motor vehicle per family, which they may introduce into Thailand from Japan on the occasion of taking up assignment to Thailand under the Colombo Plan.

The Japanese staff will not be accorded any of the diplomatic privileges unless otherwise provided in this Agreement, including this Annexure.

ANNEXURE III

TEACHING AIDS AND MATERIALS, MACHINERY, EQUIPMENT AND TOOLS
TO BE PROVIDED FOR THE CENTRE

- | | |
|--|---|
| (1) Telephone exchange equipment. | (6) Microwave equipment. |
| (2) Telegraph equipment. | (7) Measuring insuring instruments and tools. |
| (3) Wireless telecommunications equipment. | (8) Power plant equipment. |
| (4) Carrier telephone equipment. | (9) Teaching aids and materials including text books in English |
| (5) Outside plant equipment. | |

ANNEXURE IV

LIST OF THAI STAFF AT THE CENTRE

- (1) Director.
- (2) Technical staff :
 - Assistant instructors and technical assistants who will work with the Japanese staff in the following fields:
 - Telephone exchange.
 - Telegraph.
 - Wireless telecommunications.
 - Carrier telephone.
 - Outside plant.
 - Microwave.
- (3) Administrative staff:
 - Permanent employees including typists, clerks, telephonists, watchmen and drivers.

ANNEXURE V

PARTICULARS OF BUILDINGS TO BE PROVIDED FOR THE CENTRE

Buildings for the following rooms and facilities:

- | | |
|--|--|
| (1) Practical training rooms :
Telephone exchange training room.

Telegraph training room.

Wireless telecommunications training room.
Carrier telephone training room.

Outside plant training room.

Power plant room.

Basic experiment room. | (2) Class rooms :
Home rooms.

Joint class rooms.
(3) Office-rooms.
(4) Administration rooms.
(5) Canteen.
(6) Locker room, bath room and lavatories.
(7) Staff quarters.
(8) Trainees hostel.
(9) Store house for spare parts and other materials.
(10) Garages. |
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AGREED OFFICIAL MINUTES RELATING TO THE AGREEMENT BETWEEN THE GOVERNMENT OF JAPAN AND THE GOVERNMENT OF THE KINGDOM OF THAILAND CONCERNING THE ESTABLISHMENT OF A TELECOMMUNICATIONS TRAINING CENTRE¹

1. Re *Article II, paragraph (1)*:

“ To provide at their own expense the services of ” the Japanese staff shall be interpreted that in making available to the Government of the Kingdom of Thailand the services of the Japanese staff, the Government of Japan will pay the necessary expenditures including their salaries and transportation costs between the two countries, except as otherwise provided for in the Agreement.

Regarding the procedures for the provision of the services of the Japanese staff, it is understood that the services of such Japanese director and Japanese teaching and technical staff as listed in Annexure I² shall be provided through the normal procedures under the Colombo Plan Technical Cooperation Scheme, whereas the procedures to be applied to the technical experts for the purpose of installation of machinery and equipment shall be agreed upon by the representatives of the two Governments.

2. Re *Article II, paragraph (3)*:

It is understood that the residence permits and the labour permits shall be granted only in so far as necessary for the work of the Centre.

3. Re *Article III*:

The motor vehicles which may be provided at the expense of the Government of Japan of the use of the Japanese staff may be made available for the use of the Centre. They shall not be deemed, however, to be provided under Article III.

4. Re *Article V*:

The term “ *bona fide* discharge ” refers to the act of commission or omission done in good faith and not wilfully.

It was understood that the omission of the Government of Japan from the provisions of Article V was not to be so construed as to make the Government of Japan bear claims which might arise against the Government of Japan in Thailand. It was considered that there was no possibility of any claim arising from the Thai side against the Government of Japan since the obligation of the Government of Japan under Agreement was specifically limited to

¹ See p. 74 of this volume.

² See p. 80 of this volume.

(i) the provision of the requisite teaching aids and materials, machinery, equipment, tools and spare parts at the port of Bangkok,

(ii) the provision of the requisite Japanese staff, and

(iii) the grant of training awards to Thai technicians in Japan.

5. Re *Article VI, paragraph (1), subparagraph (c)* :

The Government of the Kingdom of Thailand will provide as a rule all materials necessary for the operation of the Centre that are not provided by the Government of Japan at the time of the establishment of the Centre.

6. Re *Article VI, paragraph (1), subparagraph (d)* :

The Japanese staff will be free to choose the houses or rooms for their accommodation during their service at the Centre. Rent and accommodation charges in respect of such houses and rooms as well as the costs of water and electricity consumption therein will be borne by the Government of the Kingdom of Thailand within the amounts to be separately agreed upon the two Governments. A telephone will be provided at the residence of the Japanese director at the expense of the Government of the Kingdom of Thailand. Pending the provision of such houses or rooms, the Japanese staff shall be accommodated at first class hotels free of accommodation charge within the amounts referred to above.

The term "transportation" shall be interpreted to include costs of fueling, maintenance and repairing of motor vehicles which are referred to in Paragraph 3 of this Minutes, as well as to include the provision of drivers required for such motor vehicles. It is understood that the provision of transportation will be made in so far as such motor vehicles are used for the purposes of the Centre.

7. Re *Article VI, paragraph (2), subparagraph (c)* :

"Any other running expenses necessary for the operation of the Centre" include *inter alia* :

(a) expenses for official correspondence by the Japanese staff including that from Thailand to Japan;

(b) expenses for such official travels of the Japanese staff within Thailand as agreed upon by both directors.

Bangkok, 24th August, 1960.

Akira OHYE

M. L. PIN MALAKUL