

No. 6484

**JAPAN
and
THAILAND**

**Agreement concerning the establishment of a Virus Research
Institute (with Annexures and Agreed Official Minutes).
Signed at Bangkok, on 25 November 1961**

Official text: English.

Registered by Japan on 17 January 1963.

**JAPON
et
THAÏLANDE**

**Accord concernant la création d'un institut de recherches
virologiques (avec annexes et procès-verbal approuvé).
Signé à Bangkok, le 25 novembre 1961**

Texte officiel anglais.

Enregistré par le Japon le 17 janvier 1963.

No. 6484. AGREEMENT¹ BETWEEN THE GOVERNMENT OF JAPAN AND THE GOVERNMENT OF THE KINGDOM OF THAILAND CONCERNING THE ESTABLISHMENT OF A VIRUS RESEARCH INSTITUTE. SIGNED AT BANGKOK, ON 25 NOVEMBER 1961

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 Virus Research Institute (hereinafter called " the Institute ") at Department of Medical Science, Ministry of Public Health, Bangkok, which shall execute the following functions :

- (a) survey on viral diseases in Thailand;
- (b) laboratory-diagnosis of viral diseases;
- (c) test production of vaccine against known viral diseases;
- (d) practical and theoretical training of Thai medical and technical staff in virus works;
- (e) other necessary research.

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 requisite Japanese teaching and technical staff (hereinafter called " the Japanese staff ") as listed in Annexure I.² The provision of the services of the Japanese staff shall be made through the normal procedures under the Colombo Plan Technical Cooperation Scheme.

(2) The Japanese staff shall be granted privileges, exemptions and benefits, including those mentioned in Annexure II,² which shall be 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 25 November 1961, upon signature, in accordance with article IX.

² See p. 62 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 machinery, equipment, instruments and spare parts required for the establishment of the Institute 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 Institute.

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 training in Japan to Thai nationals who either are members of the staff of the Institute, or who will be employed later as such members. The grant of the training awards shall be made through the normal procedures under the Colombo Plan Technical Cooperation Scheme and the number of the Thai nationals who are to receive such training awards shall be separately agreed upon by the two Governments.

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) requisite Thai medical, technical, administrative and other staff (hereinafter called " the Thai staff "), as listed in Annexure IV;¹
- (b) requisite buildings as listed in Annexure V² as well as incidental facilities, furnishings and land required therefor;
- (c) replacement of machinery, equipment and instruments, and any other materials necessary for the operation of the Institute;
- (d) suitable furnished accommodation and transportation for the Japanese staff.

¹ See p. 62 of this volume.

² See p. 64 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 Institute.

Article VII

(1) The two Governments shall appoint by mutual agreement one director and one deputy director from among the Japanese and Thai staffs of the Institute, one to be appointed from the Japanese staff and the other to be appointed from the Thai staff.

(2) The director shall be responsible for the operation of the Institute and shall be assisted by the deputy director.

(3) The director and the deputy director shall hold office for three years from the date of appointment and shall be eligible for reappointment, provided that either of them may be relieved of his duty by mutual agreement by the two Governments during the term of his office.

Article VIII

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

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 years 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 twenty-fifth day of November, 1961.

For the Government
of Japan :

Akira OHYE

The Ambassador Extraordinary and
Plenipotentiary of Japan

For the Government
of the Kingdom of Thailand :

Phra Bumras NARADURA

The Minister of Public Health

ANNEXURE I

LIST OF JAPANESE STAFF AT THE INSTITUTE

Serology specialist
Tissue culture specialist
Breeding specialist

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, or reimbursement of, Thai income-tax as long as the Japanese staff draw their salaries from Japan.
- (2) Exemption from Thai customs duties in respect of reasonably necessary personal and household effects, including one motor vehicle per family, which they may introduce into Thailand at the beginning of their assignment unless such goods are subsequently sold within the country to individuals subject to payment of such duties.
- (3) Free medical care as admissible to experts assigned 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

MACHINERY, EQUIPMENT AND INSTRUMENTS TO BE PROVIDED FOR THE INSTITUTE

- (1) Electron microscope
- (2) Equipment for serology
- (3) Equipment for tissue culture
- (4) Equipment for animal experiment
- (5) Measuring instruments
- (6) Vehicle
- (7) Other minor articles

ANNEXURE IV

LIST OF THAI STAFF AT THE INSTITUTE

(1) Person to be appointed as director or deputy director under Article VII of this Agreement

(2) Medical staff

Investigators in the following fields :

Serodiagnosis
Tissue culture experiment
Electron-microscopic studies
Viral studies employing animals

- (3) Technical staff
Technicians who will work with the medical staff
- (4) Administrative staff
Permanent employees including typists, clerks, telephonists, watchmen and drivers
- (5) Workers

ANNEXURE V

PARTICULARS OF BUILDINGS TO BE PROVIDED FOR THE INSTITUTE

Buildings for the following rooms and facilities :

- (1) Office-rooms
- (2) Administration rooms
- (3) Room for serology
- (4) Room for animal experiment
- (5) Central washing room
- (6) Machine room
- (7) Walk-in cold room
- (8) Storage room
- (9) Dressing room
- (10) House for animals
 - Experimental animal room
 - Isolated animal room
 - Mouse colony
 - Preparation room
 - Incineration room
 - Storage room
 - Office
- (11) Locker room, bath room and lavatories
- (12) Staff quarters
- (13) Garages
- (14) Guard house

AGREED OFFICIAL MINUTES RELATING TO THE AGREEMENT BETWEEN THE GOVERNMENT OF JAPAN AND THE GOVERNMENT OF THE KINGDOM OF THAILAND CONCERNING THE ESTABLISHMENT OF VIRUS RESEARCH INSTITUTE¹

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

“ 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

¹ See p. 56 of this volume.

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 Japanese staff as listed in Annexure I shall be provided through the normal procedures under the Colombo Plan Technical Co-operation 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 Institute.

3. *Re Article V:*

The term "bona fide discharge" refers to the act of commission or omission done in good faith.

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 the Agreement was specifically limited to:

- (i) the provision of the requisite machinery, equipment, instruments 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 Medical and Technical staff in Japan.

4. *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 Institute that are not provided by the Government of Japan at the time of the establishment of the Institute in so far as not exceeding the amount of the appropriation in the budget of the Government of the Kingdom of Thailand for this purpose.

5. *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 Institute. Rent and accommodation charges in respect to such houses and rooms, as well as the cost 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 by the two Governments. A telephone will be provided at the residence of one of the Japan-

ese staff at the expense of the Government of the Kingdom of Thailand. Pending the provision of such houses or rooms, the Japanese staff will be accommodated at first class hotels free of accommodation charge within the amounts referred to above.

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

“ Any other running expenses necessary for the operation of the Institute ” 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 the director;
- (c) expenses of fueling, maintenance and repairing of motor vehicle, which are referred to in Annexure III of this Agreement, as well as the expense of the provision of driver required for the above-mentioned vehicle.

7. *Re Annexure II, paragraph (2):*

(i) It is understood that the Government of the Kingdom of Thailand shall not impose Thai import and export duties and any other charges upon the personal possessions which the Japanese staff, after introducing into Thailand once at the beginning of the assignment, took out for temporary stay outside Thailand and, then, re-introduced.

(ii) It is also understood that the Japanese staff are entitled to introduce one motor vehicle per family free of Thai import and export duties and any other customs charges during their terms of office in Thailand.

Bangkok : November 25th, 1961

For the Government
of Japan :

Akira OHYE

The Ambassador Extraordinary and
Plenipotentiary of Japan

For the Government
of the Kingdom of Thailand :

Phra Bumras NARADURA

The Minister of Public Health