

No. 12225

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**UNITED STATES OF AMERICA  
and  
REPUBLIC OF CHINA**

**Agreement on technological advancement in connection with water resources, land utilization and various fields of irrigated agriculture (with appendix). Signed at Taipei on 12 May 1972**

*Authentic texts : English and Chinese.*

*Registered by the United States of America on 29 December 1972.*

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**ÉTATS-UNIS D'AMÉRIQUE  
et  
RÉPUBLIQUE DE CHINE**

**Accord relatif à des améliorations en matière de ressources hydrologiques, d'utilisation des terres et de culture par irrigation (avec appendice). Signé à Taïpeh le 12 mai 1972**

*Textes authentiques : anglais et chinois.*

*Enregistré par les États-Unis d'Amérique le 29 décembre 1972.*

AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CHINA AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA ON TECHNOLOGICAL ADVANCEMENT IN CONNECTION WITH WATER RESOURCES, LAND UTILIZATION AND VARIOUS FIELDS OF IRRIGATED AGRICULTURE

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WHEREAS, the Government of the Republic of China (hereinafter referred to as “the Chinese Government”) desires to include agriculture and irrigation in the long-range nationwide science research and development program to find proper measures to ease the competition in its province of Taiwan, between agriculture and industry in utilizing the limited land and water resources;

WHEREAS, the Chinese Government desires to undertake studies on total water use potentials, including that for agricultural, industrial, and community needs, and possible land use adjustments, including low lands, tidal land and slopedland to achieve better understanding of factors influencing this competition;

WHEREAS, contributions of this long-range program towards efficient utilization of land and water resources will promote crop production, encourage agricultural stability, and facilitate redistribution and redevelopment of available land and water resources to maximize their contribution towards strengthening the national economy of the Republic of China;

WHEREAS, land and water resources utilization in Taiwan is already extensively developed and further advancement will require systematical analysis of completed land and water resources development projects, past irrigation experience and operation records, and innovative research on land and water resources developments:

WHEREAS, systematical analysis and innovative researches of this kind will require a greater amount of highly technical work in various fields of soil physics, system engineering, and engineering and applied science than that which the Chinese Government is capable of doing at the present moment;

WHEREAS, in view of the foregoing, the Chinese Government desires to enter into a co-operative program for promoting technological advancement in water resources, land utilization and various fields of irrigated agriculture in Taiwan;

WHEREAS, the Joint Commission on Rural Reconstruction of the Chinese Government (hereinafter referred to as “the Commission”) has submitted a request to the Bureau of Reclamation of the United States of America (hereinafter referred to as “the Reclamation”) for Technical Advisory Services and other forms of assistance by the Reclamation in accordance with and subject to the terms and conditions of the Standard Procedures for Requesting Assistance in Securing U.S. Technical Services issued by the Agency for International Development Mission to the Republic of China in May 1965;

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<sup>1</sup> Came into force on 12 May 1972 by signature.

WHEREAS, in response to said request, the Agency for International Development has determined pursuant to section 607 of the Foreign Assistance Act of 1961 of the United States of America, as amended (hereinafter referred to as "the Act"), that the provision of the requested advisory services will be consistent with and in furtherance of the purposes and within the limitations of the Act; and

WHEREAS, the Reclamation has, pursuant to the Act of Congress of the United States of America of June 17, 1902 (32 Stat.388), and acts amendatory thereof [or] supplementary thereto (hereinafter referred to as "the Reclamation Laws"), and other acts of the Congress, and in connection with its activities under the Reclamation Laws, the necessary personnel and facilities for a cooperative training program and for engineering studies of the technical aspects of reclamation and irrigation, and is desirous of obtaining the benefit of cooperation with the Chinese Government to promote technological advancement of land and water resources development and utilization of irrigated agriculture in Taiwan for not only local adoptions but also for foreign uses in Southeast Asia.

In order to achieve these purposes, the Chinese Government and the Government of [the] United States of America (hereinafter referred to as "the U.S. Government") have agreed upon as follows:

I. To the extent that funds are advanced by the Chinese Government as hereinafter provided, the Reclamation will make available such personnel, equipment and facilities as may be required to carry out in Taiwan cooperative research and training programs; to collaborate in collecting and evaluating engineering and other experimental data, conducting investigations, constructing and testing hydraulic and other models, testing materials and soils, analyzing economic and financial data; to confer on technical problems both in Taiwan and in the United States of America; and to perform such related services as may be requested by the Commission, all in connection with the planning, construction and operation of the works and projects of the Chinese Government; provided, that such services by the Reclamation shall not conflict with or supersede its work under the Reclamation Laws.

II. Under this program, the Reclamation shall select soil scientists, general agronomists, land resources and water utilization specialists, design and research engineers on irrigated agriculture, and economists to perform short or long-term assignments to Taiwan and selected Chinese engineers and other personnel who will participate in research programs or receive technical training in the Reclamation or in other related agencies to qualify them for duties of higher professional responsibility. The technical training will include, but not be limited to, the performance of regional land resources and water utilization planning and development, including engineering investigations, economic evaluations, and land classification; the study of engineering design, including slopeland and low land water distribution and disposal systems, cooperative surface and ground water development projects, water conservation and quality control system, concrete and earth materials' testing, and other laboratory investigations such as hydraulic model studies; construction standards and contract administration, as well as operation and maintenance of irrigation development for the Chinese Government.

III. In order to help the Republic of China attain the objective contemplated by this Agreement, the Reclamation will offer and/or arrange technical training programs pertaining to the related fields of research for certain Chinese personnel

who will from time to time be designated by the Commission and will be agreed in advance by the Reclamation as to their qualifications. The Reclamation before determining the type and scope of training and the responsibilities of such trainees will confer with the Commission. The normal periods of training shall be for twelve (12) months; but this shall not preclude the Commission from sending to the Reclamation persons to assist with or examine certain aspects of engineering studies, designs or investigations as being performed under this Agreement. These persons may be considered Official Observers for purposes of costs as mentioned in the schedules of fees attached. No living accommodations will be furnished to said trainees or observers nor will they be paid any amount by the U. S. Government or by the Reclamation for salaries, subsistence, lodging, travel or for any other expenses.

IV. Since the programs for technological advancement are not yet well formulated and will be carried out with many field trials and feedback operations, short-term consultation services may be required from the Reclamation and other related agencies of the U.S. Government. Such services will be provided by the Reclamation on an actual cost basis as outlined in paragraph VIII. Personnel will be detailed at present grade and salary and will be authorized travel and allowances in accordance with current U. S. Government regulations.

V. The Chinese Government will permit the Reclamation personnel performing short-term or long-term assignments in Taiwan under this Agreement to enjoy Navy Exchange and Commissary privileges.

VI. The two Parties agree to make such data as are to be obtained in Taiwan as a result of the implementation of this Agreement available to other Southeast Asia Countries that are interested in receiving relevant technical knowledge and information.

VII. In case any other agency needs to conduct any research programs for its own benefit using the experimental site and personnel in Taiwan, it can be carried out with approval of the Reclamation and the Commission, but they should be totally financed by the agencies concerned.

VIII. The Commission will pay the entire cost of services performed and expenses incurred by the Reclamation for work performed under this Agreement, in the currencies in which the costs and expenses are incurred, as determined by agreement between the Reclamation and the Commission, subject to modification by further agreement between them. Within sixty (60) days after the execution of this Agreement the Commission will notify the Reclamation concerning the nature and scope of the training and technical services which it desires that the Reclamation perform under this Agreement during the ensuing year. Thereupon, the Reclamation will estimate the amount required to cover the costs of the services requested for the first year's operation under this Agreement, and the date on which such services can commence. The Reclamation's services shall include a special overhead charge for each full year or fraction of a year during the term of validity of this Agreement. The said advance will also include a fee for each trainee or observer to be assigned under paragraph III above, to cover the specified period of participation. Attached is a current schedule of overhead and training fees. Such fees may be revised whenever actual costs justify. The Reclamation will draw upon this total advance for the costs of its personnel and service during the first year of work hereunder, such costs to be computed in the same manner as in case of the Reclamation projects. The Reclamation's determination

of the costs of all work hereunder shall be conclusive and binding on the Parties hereto. The Reclamation will submit to the Commission quarterly statements of transfers or withdrawals from this account. At least ninety (90) days prior to the expiration of one year following the initial advance by the Chinese Government, the Commission will notify the Reclamation concerning the nature and scope of the training and technical services which it desires the Reclamation to perform under this Agreement for the ensuing year and the Reclamation will submit to the Commission its estimate of the additional sum of money required to perform such services. If at any time it shall appear that the sums advanced by the Commission will be exhausted before expiration of the current year, the Reclamation will submit a further estimate for the balance of the year, and within sixty (60) days after such submittal, the Chinese Government will advance the sum of money required to satisfy such estimate. The failure of the Chinese Government to advance additional sums of money in accordance with the foregoing provisions may result in cessation of the work by the Reclamation until the said additional sums have been advanced: provided, that the training program will be continued, if the Parties hereto agree, to the extent that funds theretofore or thereafter deposited by the Commission for training purposes are unexpended.

IX. The Commission agrees, upon invitation of the Reclamation, to assign its engineers and specialists of various fields related to irrigated agriculture to participate in the Reclamation's foreign activities on international projects pertaining to planning, design, management and evaluation of irrigation and land development, etc. The Reclamation shall pay such engineers and/or specialists as assigned by the Commission salaries in United States dollars comparable to the salaries paid to their American counterparts, and shall also pay the Commission a special overhead charge for each full year or fraction of a year to be calculated according to the schedule of fees referred to in paragraph VIII above.

X. Upon completion of short-term consultation services by the Reclamation engineers and other specialists, recommendations will be submitted to the Commission in report form or as otherwise agreed upon between the Reclamation and the Commission. For long range research and investigation projects carried out in Taiwan, the Reclamation will be kept informed of such projects, and the Reclamation shall review the periodic, interim and final reports of such projects and provide comments in written form to the Commission. If the reports and comments are not submitted within a reasonable period after completion of consultation or after the commencement of another period and/or stage of work of the projects under this Agreement, the Commission may ask for a redefinition or revision of the terms of this Agreement. If these terms are not satisfactory, the Commission may terminate this Agreement.

XI. This Agreement shall not be construed as constituting any commitment, representation or assurance whatsoever by the U.S. Government to supply needed material and equipment or to grant priority assistance in the obtaining of necessary materials, supplies and equipment, or that it will assist in the financing of any projects of the Chinese Government.

XII. This Agreement may be terminated or suspended in whole or in part for a definite or indefinite period by either Party giving to the other Party ninety (90) days' written notice in advance of such termination or suspension. In the event of termination or suspension by either Party any balance of funds

then unexpended or not committed for expenditure, which have been advanced pursuant to paragraph VIII of this Agreement, shall be returned or debited to the Chinese Government, as the case may be.

XIII. No Member of or Delegate to Congress or Resident Commissioner of the United States of America shall be admitted to any share or part of this Agreement or to any benefit that may arise herefrom.

IN WITNESS WHEREOF, the undersigned representatives of the two Governments, duly authorized for the purpose, have signed this Agreement.

DONE in duplicate, in the English and Chinese languages, both texts being equally authentic, at Taipei this twelfth day of May, 1972.

For the Government of the Republic of China :

[Signed]

WALTER H. FEI

Vice Chairman of Council for International Economic Cooperation  
and Development, Executive Yuan

For the Government of the United States of America :

[Signed]

WALTER P. MCCONAUGHY

Ambassador of the United States of America to the Republic of China

## APPENDIX

### SCHEDULE OF FEES

Through 4 months . . . . .	\$30 per business day per person or per group up to a maximum of four persons following the same program
5, 6 or 7 months . . . . .	\$1,500 per person
8 through 12 months . . . . .	\$1,800 per person

### OVERHEAD CHARGES

Up to \$ 50,000 . . . . .	10%
Over \$ 50,000 . . . . .	8% but not less than \$ 5,000