

No. 13673

**INTERNATIONAL LABOUR ORGANISATION
and
JAPAN**

Exchange of letters constituting an agreement for the provision by the Government of Japan of associate experts for the Organisation's field projects and such other activities as may be agreed upon between the International Labour Organisation and the Government of Japan. Geneva, 15 October and 7 November 1974

Authentic text: English.

Registered by the International Labour Organisation on 25 November 1974.

**ORGANISATION INTERNATIONALE DU TRAVAIL
et
JAPON**

Échange de lettres constituant un accord relatif à la fourniture par le Gouvernement japonais d'experts associés pour les projets exécutés sur le terrain par l'Organisation et toutes autres activités qui pourraient être convenues par l'Organisation internationale du Travail et le Gouvernement japonais. Genève, 15 octobre et 7 novembre 1974

Texte authentique : anglais.

Enregistré par l'Organisation internationale du Travail le 25 novembre 1974.

EXCHANGE OF LETTERS CONSTITUTING AN AGREEMENT¹
BETWEEN THE INTERNATIONAL LABOUR ORGANISATION
AND THE GOVERNMENT OF JAPAN FOR THE PROVISION
BY THE GOVERNMENT OF JAPAN OF ASSOCIATE EXPERTS
FOR THE ORGANISATION'S FIELD PROJECTS AND SUCH
OTHER ACTIVITIES AS MAY BE AGREED UPON BETWEEN
THE INTERNATIONAL LABOUR ORGANISATION AND THE
GOVERNMENT OF JAPAN

I

15 October 1974

Rec. 4.1.3.1. Japan
Rec. 4.1.2.8

Sir,

I have the honour to propose the following arrangements between your Government and the International Labour Organisation for the provision by your Government of associate experts for the Organisation's field projects and such other activities as may be agreed upon between your Government and the Organization:

1. The Government of Japan provides, subject to its budgetary appropriation, associate experts in connection with the programmes of the Organisation or technical co-operation projects for which the Organisation has been appointed executing agency, in accordance with the following basic principles:

(a) Associate experts will be made available to the Organisation in response to specific requests and will be assigned to assist the Organisation's experts. No associate expert assigned to a technical co-operation project will be sent to a country without prior approval of that country or remain therein without the consent of that country;

(b) The final decision regarding the assignment of associate experts will rest with the International Labour Office and the government of the recipient country whenever applicable;

(c) Associate experts will, for the duration of their assignment with the Office, be subject, as international civil servants, to the Staff Regulations and other rules of the Office in accordance with their letters of appointment;

(d) As international civil servants, the associate experts will be subject to the authority of the Director-General of the ILO and will be responsible to him in the exercise of their functions. Associate experts will not seek or accept instructions in the performance of their duties from any government including their own or other authority external to the ILO;

(e) ILO will regularly appraise, and report to the Japanese Government on the performance of each associate expert;

(f) The Government of Japan will be responsible for all identifiable costs pertaining to the employment of an associate expert, and in particular salaries, allowances, insurance and costs of transportation to and from the duty station.

¹ Came into force on 7 November 1974, the date of the note in reply, in accordance with the provisions of the said letters.

2. The Organisation submits to the Government of Japan requests for associate experts for which, in the opinion of the Office, suitably qualified candidates may be found in Japan. Each request will normally be in the form of a job description giving particulars of the project and, if applicable, indicating whether the request has also been submitted to any other government providing associate experts for the Organisation.

3. The Government of Japan, although not committed to the provision of any specific number of associate experts within any given period, makes every effort to find suitable candidates for any request submitted to it in accordance with paragraph 2 above, and advises the Office of the results within a reasonable period of time.

4. Each associate expert will be assigned for an initial period of not more than 12 months, but this period may be extended by the Office with the consent of the Government of Japan and that of the recipient country, wherever applicable.

5. (a) The Organisation will submit to the Government of Japan for consultation an estimate of costs covering the first year of assignment of each associate expert and any subsequent extension of any assignment. The Government of Japan will, within the limits of its budgetary appropriations, pay into the Trust Fund account a sum sufficient to cover the mutually agreed estimated cost to the Organisation of the associate experts;

(b) ILO will not formally enter into financial commitments or disburse any funds for implementing this arrangement until funds have been received from the Japanese Government to cover such commitments or disbursements;

(c) Deposits will be in U.S. dollars with the Chase Manhattan Bank, 1 Chase Manhattan Plaza, New York 10015 (Account No. 949-1-045531);

(d) When the assignment of an associate expert comes to an end, any outstanding surplus relating to that assignment will be placed at the disposal of the Government of Japan;

6. The Office will, from this account, meet all expenses connected with the assignment of associate experts under this arrangement, according to ILO rules, regulations and procedures, including:

- (a) the salaries and allowances payable under the Staff Regulations and other rules of the Office;
- (b) transportation to and from the duty station and related costs and allowances;
- (c) travel to and from the duty station for authorised dependents of associate experts and related costs and allowances;
- (d) costs of participation in the United Nations Joint Staff Pension Fund and ILO's Staff Compensation Plan for sickness, disability and death and of medical insurance coverage;
- (e) local costs and other identifiable but unforeseeable expenses, including the cost of travel within the recipient country, except where these are met by the government of that country;
- (f) all other indirect expenses incurred by the Office in connection with the assignment, to be taken as 12 per cent of the total of subparagraphs (a) to (e) above.

These items will be paid in accordance with the Staff Regulations and the other rules of the Office; the grade and step offered to the associate expert will be determined in agreement with the Government of Japan.

7. All drawings against the account will, where applicable, be debited at the technical exchange rates currently used by the Office.

8. Separate accounting records of the use made of the monies thus paid will be kept and as soon as audited accounts are available, the Office will submit to the Government

of Japan a statement of the financial position of the account as at 31 December of the preceding year.

9. The Office will prescribe the conditions of service of each associate expert in full detail in a letter of appointment.

If your Government will approve my proposals, I would suggest that this letter and your reply to that effect will constitute an agreement between us.

Please accept the assurance of my highest consideration.

FRANCIS BLANCHARD
Director-General

Mr. Hideo Kitahara
Ambassador
Permanent Delegation of Japan to the United Nations
and other International Organisations in Geneva

II

DÉLÉGATION PERMANENTE DU JAPON¹
AUPRÈS DES ORGANISATIONS INTERNATIONALES
GENÈVE — SUISSE

Geneva, 7 November 1974

MN/lm/D.190

Sir,

I have the honour to acknowledge receipt of your letter of 15 October 1974 proposing the arrangements between the International Labour Organization and my Government, for the provision by my Government of associate experts for the Organization's field projects and such other activities as may be agreed upon between the Organization and my Government.

I have further the honour to inform you that my Government approves your following proposals and my reply to that effect constitutes an agreement between us:

[See letter I]

Please accept, Sir, the assurances of my highest consideration.

[Signed]

HIDEO KITAHARA
Ambassador Extraordinary and Plenipotentiary
Permanent Delegate of Japan

Mr. Francis Blanchard
Director-General
International Labour Office
Geneva

¹ Permanent Delegation of Japan to the International Organizations, Geneva — Switzerland.