援助に関する取極国際連合と日本国政府との間の技術

昭和二八年六月二四日効力発生昭和二八年六月二四日ニュー・ヨークで署名

AGREEMENT CONCERNING TECHNICAL ASSISTANCE BETWEEN THE UNITED NATIONS AND THE GOVERNMENT OF JAPAN

Signed at New York, June, 24, 1953
Entered into force, June 24, 1953

The United Nations (hereinafter called "the Organization") and the Government of Japan (hereinafter called "the Government"),

Desiring to give effect to the resolutions and decisions relating to technical assistance of the Organization, which are intended to promote the economic and development of peoples.

Have entered into this Agreement and declare that their respective responsibilities shall be fulfilled in a spirit of friendly cooperation.

ARTICLE I

Furnishing of Technical Assistance

1. The Organization shall make arrangements under which

the Bureau of Reclamation of the United States Department of the Interior acting on behalf of the Organization shall make available to the Government, for a period of one month, the services of Mr. A. Warren Simonds, whose functions shall be to assist and advise the Water Works Bureau of the Tokyo Metropolitan Government with respect to the construction work of the Ogochi Dam, on

- foundation grouting and, in particular, the layout of grouting holes; the choice of materials and equipment; and the determination of grouting effects:
- b) joint grouting and, in particular, the layout of joint grouting; the choice of materials and equipment; and the determination of grouting pressure and grouting density.
- 2. The technical assistance referred to in this Agreement shall be furnished by the Organization and received by the Government in accordance with the Observations and Guiding Principles set forth in Annex I of Resolution 222 IX (A) of the Economic and Social Council of the United Nations of 15 August 1949 and, as appropriate, in accordance with other relevant resolutions and decisions of the Organiassemblies, conferences and other organs of the Organia

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3. In the performance of his duties, the expert shall act in close consultation and full cooperation with the competent agencies and officials of the Government, with any agencies and officials designated by the Government, and with any associated authorities charged with development projects in the country. He will keep the Organization informed of the progress of his work and of any other development projects planned or undertaken in Japan within his field.

ARTICLE II

Cooperation 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 shall designate one of its agencies as the central coordinating agency for the purposes of this Agreement, and the Organization shall deal with such agency in connection with the technical assistance referred
- a) The Government and the Organization shall consult

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to therein

together regarding the publication, as appropriate, of any findings and reports of the expert that may prove of benefit to other countries.

<u>b</u>

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

ARTICLE III

Administrative and Financial Obligations of the Organization

The Orgnization shall defray the costs necessary to the technical assistance referred to in this Agreement, except the payments and services to be provided by the Government according to Article IV below.

ARTICLE IV

Administrative and Financial Obligations of the Government

1. The Government shall make arrangements under which the Tokyo Metropolitan Government shall contribute to the cost of the technical assistance referred to in this Agree-

ment 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;
- a daily subsistence allowance of 4,140 yen for the expert during his mission in Japan, covering lodging, board and incidental expenses;
- c) appropriate offices with facilities, supplies, equipment and other materials needed by the expert for his work, as well as postal, telegraphic and
- d) transportation for the expert in respect of any official travel which he, in rendering the technical assistance described in paragraph 1 of Article I above, may undertake within Japan;

telephone communications for official purposes;

- e) for each day of travel on duty within Japan during which the expert is not in a position to give up his normal living quarters at his duty station, an allowance of 1,650 yen in addition to the subsistence allowance of 4,140 yen mentioned in (b) above; f) transportation of supplies and equipment of the
- f) transportation of supplies and equipment of the expert for official purposes within Japan;

- g) medical care and hospitalization of the expert while he is on mission in Japan.
- 2. When required for the work of the expert, the Government shall make arrangements under which the Tokyo Metropolitan Government shall put at his disposal such labour and other services as well as such equipment and supplies or other property as the expert may need.
- 3. The Government shall make arrangements under which the Tokyo Metropolitan Government shall

either pay 140,000 yen to the United Nations accounts in Japan for the purpose of meeting the local currency expenses referred to in paragraph 1 above, or meet these expenses directly.

ARTICLE V

Privileges and Immunities

The Agreement between the United Nations and Japan on Privileges and Immunities of the United Nations signed at Tokyo on 25 July 1952 shall be applicable with respect to technical assistance activities of the United Nations in Japan.

ARTICLE VI

1. The Agreement shall enter into force upon signature; or if it is not signed on the same day on behalf of both parties, on the day on which the second signature is affixed.

2. This Agreement may be modified by agreement between the Organization and the Government, each of which shall give full and sympathetic consideration to any request by the other for such modification. This Agreement may be terminated by either party upon written notice to the other, in which case it shall terminate sixty days after receipt of such notice.

IN WITNESS WHEREOF the undersigned, duly appointed representatives of the Government and the Organization respectively, have signed this Agreement at United Nations Headquarters, New York, this twenty-fourth day of June 1953 in two originals in the English language.

For the United Nations:

H. L. Keenleyside Director-General

Technical Assistance Administration

de Renzo Sawada

For the Government of Japan:

Permanent Observer of Japan to the United Nations

24 June 1953

Sir.

I have the honour to refer to the Agreement concerning Technical Assistance between the United Nations and the Government of Japan which has been signed today and Aaticle V of which reads as follows:

"ARTICLE V Privileges and Immunities

The Agreement between the Uneted Nations and Japan on Privileges and Immunities of the United Nations signed at Tokyo on 25 July 1952 shall be applicable with respect to technical assistance activities of

the United Nations in Japan."

It is herewith confirmed that experts engaged by the United Nations as members of its staff and assigned by the United Nations to Japan, are United Nations Secretariat officials in the meaning of Article II (f) of the Agreement between the United Nations and Japan on Privileges and Immunities of the United Nations signed at Tokyo on 25 July 1952, and they shall therefore enjoy in Japan the privileges and immunities, exemptions and facilities provided

of the said Agreement between the United Nations and time be communicated to your Government according to Japan of 25 July 1952. Their names shall from time to Immunities of the United Nations, as stated in Article II for in Article V of the Convention on the Privileges and Article IV of the said Agreement of 25 July 1952

agreement. One of the originals of this letter is for the files of the United Nations, and the other for your Governcate, on behalf of your Government, as evidence of our cate, and shall appreciate your countersigning it, in dupli-I take pleasure in addressing this letter to you in dupli-

Accept, Sir, the assurances of my highest consideration.

Government of Japan Confirmed on behalf of the Renzo Sawada

Permanent Observer of Japan to the United Nations

> H. L. Keenleyside Director-General

Technical Assistance

Administration

H. E. Mr. Renzo Sawada

Permanent Observer of Japan to the United Nations Ambassador Extraordinary and Plenipotentiary

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