

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