

Effected by Exchange of Notes
Signed at Seoul October 25, 1967
Entered into force October 25, 1967

**Exchange of Notes between
the Government of the Republic of Korea
and the Government of Japan
concerning the Establishment of Kyung-Puk Institute of Technology**

Japanese Proposing Note

Seoul, October 25, 1967

Excellency:

I have the honour to refer to the recent conversations which have taken place between representatives of the Government of Japan and the Government of the Republic of Korea concerning the establishment of Kyun-Puk Institute of Technology at Taegu in the Republic of Korea and to confirm the following arrangements agreed as a result of these conversations:

1. The Government of Japan and the Government of the Republic of Korea shall cooperate with each other in the establishment of a technical training centre at Taegu in the Republic of Korea to be called "Kyung-Puk Institute of Technology" (hereinafter referred to as the Institute). The functions of the Institute shall be to render practical and theoretical training in mechanical and chemical fields for technicians in the Republic of Korea and to conduct researches and experiments with a view to improving industrial techniques applicable to Korean industries.
2.
 - (1) The Government of Japan shall, in accordance with laws and regulations in force in Japan, take necessary measures to provide at its own expense the services of a chief Japanese expert and requisite Japanese technical experts (hereinafter jointly referred to as the Japanese experts).
 - (2) The Japanese experts shall be granted in the Republic of Korea treatment no less favourable than that granted generally to the experts assigned to the Republic of Korea under the Colombo Plan. The Japanese experts shall be exempt from income tax and charges of any kind imposed on the remuneration received from abroad and from import and export duties and any other charges in respect of reasonably necessary personal and household effects, including one motor vehicle per family, in accordance with applicable laws and regulations of the Republic of Korea.
3.
 - (1) The Government of Japan shall, in accordance with laws and regulations in force in Japan, take necessary measures to provide at its own expense training and teaching machinery, equipment, and materials for the establishment of the Institute.
 - (2) The articles referred to above shall become the property of the Government of the Republic of Korea upon being delivered c. l. f. at the port of Pusan to the authorities concerned of the Republic of Korea, and shall be utilized exclusively

for the purpose of establishment and maintenance of the Institute.

- (3) The Government of the Republic of Korea shall, in accordance with laws and regulations in force in the Republic of Korea, take necessary measures to meet customs duties, internal taxes and other similar charges, if any, imposed in the Republic of Korea in respect of these articles.
4. The Government of the Republic of Korea shall, in accordance with the budgetary appropriations, take necessary measures to provide;
 - (a) a Korean director, teaching staff and administrative staff (including typists, drivers, clerks, accountants, messengers and watchmen) necessary for the operation of the Institute;
 - (b) requisite land and buildings and their incidental facilities necessary for the establishment and operation of the Institute;
 - (c) supply or replacement of machinery, equipment, tools and spare parts, and any other materials necessary for the operation of the Institute which can be made in the Republic of Korea;
 - (d) expenses necessary for the transportation of the articles referred to in paragraph 3 above;
 - (e) all running expenses necessary for the operation and maintenance of the Institute; and
 - (f) suitable accommodation for the Japanese experts and their families and transportation facilities for the Japanese experts in the course of their duty under the present arrangements.
5.
 - (1) The Government of the Republic of Korea undertakes, within its budgetary means, to bear claims, if any arise, against the Japanese experts occurring in the course of the bona fide discharge of their official functions in the Republic of Korea covered by the present arrangements.
 - (2) In the case of deliberate intention or gross negligence, the Japanese experts shall bear claims to the extent of the liability in accordance with laws and regulations in force in the Republic of Korea.
6. The Korean director shall be responsible for the operation of the Institute, while the chief Japanese expert will provide the Korean director with advice on technical matters. The Japanese experts shall provide the Korean teaching staff with advice on curricula and the methods of instruction, and, in case requested by the Korean director, may directly guide the students of the Institute in their practice.
7. There shall be mutual consultation between the two Governments for the purpose of advancing the objectives of the Institute and promoting Japanese-Korean cooperation in operating the Institute.
8. The operation of the institute shall be commenced within one year from the date of entry into force of the present arrangements and the services of the Japanese experts for the operation of the institute shall be provided for a period of three years.
9. The present arrangements shall remain in force for a period of four years and may be extended by mutual agreement for a further specified period.

I have the honour to propose, on behalf of my Government, that the present note

and your reply confirming the above arrangements shall constitute an agreement between the Government of Japan and the Government of the Republic of Korea which shall enter into force on the date of your reply.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

Ambassador Extraordinary and
Plenipotentiary of Japan to
the Republic of Korea

His Excellency
Kyu Hah Choi
Minister of Foreign Affairs
Seoul

Korean note in Reply

October 25, 1967

Excellency:

I have the honour to acknowledge the receipt of your note of today 's date which reads as follows:

“ (Japanese note) “

I have the honour to confirm the arrangements as stated in your note and to agree, on behalf of my Government, that your note and the present reply shall constitute an agreement between the Government of the Republic of Korea and the Government of Japan which shall enter into force on date of this reply.

Accept, Excellency, the renewed assurances of my highest consideration.

Minister of Foreign Affairs

His Excellency
Shiroshichi Kimurs
Ambassador Extraordinary and
Plenipotentiary of Japan to
the Republic of Korea