

(Taiwan)

REPUBLIC OF CHINA

Technical Cooperation: Water Resources, Land
Utilization, Irrigated Agriculture

*Agreement signed at Taipei May 12, 1972;
Entered into force May 12, 1972.*

中華民國政府與美利堅合眾國政府
關於促進水資源、土地利用及各項灌溉農業之技術合約

AGREEMENT
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

(1135)

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MENT IN CONNECTION WITH WATER
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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 slopeland 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;

鑒於中華民國政府（以下簡稱「中國政府」）擬將農業與灌溉列入國家長期科學研究及發展計劃，以尋求適當措施緩和其在臺灣省農業與工業上利用有限土地及水資源之競爭；

鑒於中國政府擬研究包括農業、工業、以及社區需要之全面用水量，並擬研究包括低地、海埔新生地及山坡地等可能使用土地之調整，俾進一步瞭解影響此種競爭之因素；

鑒於此項有效運用土地及水資源之長期計劃，將有助於增進作物生產、促成農業穩定及便利可用土地及水資源之重新分配與開發，以期對中華民國國家經濟之增長提供最大之貢獻；

鑒於臺灣省之土地及水資源之利用已經發達，如欲更加發展，則必須對已經完成之土地及水資源開發計劃，以往之灌溉經驗與實施紀錄作有系統之分析，並對土地及水資源之開發從事啓發性之研究；

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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 cooperative 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;

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 amended¹ (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),² and acts amendatory thereof of 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

鑒於此種系統分析與啓發性研究將需要在土壤物理學、系統工程學、以及其他工程與應用科學方面大量高水準之技術工作，在目前中國政府尚無力有求進；

鑒於上述情形，中國政府擬成立一項合作計劃，以促進臺灣水資源、土地利用以及各項灌溉農業技術之進步；

鑒於中國政府農村復興聯合委員會（以下簡稱「農復會」）業向美利堅合眾國墾務局（以下簡稱「墾務局」）申請技術顧問服務以及該局依據國際開發總署駐中華民國分署於一九六五年五月頒佈中請獲得美國技術服務之規定與標準程序之條件，可提供之其他方式協助：

鑒於國際開發總署對於上述申請，認爲依照一九六一年及其後修訂之美利堅合眾國援外法案（以下簡稱「法案」）第六〇七款之規定，提供所需之顧問服務將符合並可達成該法案之宗旨，且在其許可範圍以內；以及

鑒於墾務局依據一九〇二年六月十七日美利堅合眾國之國會法案與日後修訂及增補之法案（以下簡稱「墾務法」），及國會之其他法案，以及其依據墾務法所作有關活動，對墾殖與灌溉技術方面之工程研究與合作訓練計劃等具有必要之人員與設備，並希望與中國政府合作而獲利，以促進臺灣地區上

¹ 75 Stat. 441, 82 Stat. 963; 22 U.S.C. § 2357.

² 43 U.S.C. § 1457.

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 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

地與水資源之開發與利用灌溉農業之技術進步。不僅在當地適用，並可適用於東南亞其他地區。

為達成前述諸項目標，中國政府與美利堅合眾國政府（以下簡稱「美國政府」），爰經協議如下：

一、在中國政府依從規定提撥之資金範圍內，墾務局將提供所需之人員、設備與便利，以進行在臺灣之合作研究與訓練計劃；共同蒐集與評估工程及其他實驗資料，從事調查工作，建築並作水工或其他模型試驗，工程材料與土壤試驗，分析經濟與財務資料；在臺灣與美利堅合眾國兩地討論技術問題；並提供經由履委會申請所有有關中國政府工作與計劃之規劃、設計、建築及運營等方面之各種服務；惟墾務局此種服務不得違分或替代其依法所應做之工作。

二、在此一計劃下，墾務局應遴選土壤專家，一般農藝專家，土地資源及水資源利用專家，灌溉農業方面之設計及研究工程師，及經濟學家，至臺灣擔任短期或長期工作，並遴選中國工程師及其他人員參加研究計劃或在墾務局或其他有關機構接受技術訓練，俾賦予其承擔負責高級職務之資格。該項技術訓練將包括但不限於實施區域性土地資源及水資源利用規劃與開發，包括工程調查經濟評價及土地分類；工程設計之研究，包括山坡地及平地水之分配與處理系統，地表水與地下水之統籌開發

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 fields 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

設計，水源保持與水質控制系統，混凝土與土壤材料試驗，及其他實驗調查工作，諸如水力模型研究，施工標準與合同執行，以及中國政府灌溉開發之施行與維護等。

三、為協助中華民國達成本合約所定之目標，墾務局對履復會隨時派遣並經墾務局預先同意其資格之若干中國人員，將提供並或安排有關研究方面之技術訓練計劃。墾務局在決定訓練之種類與範圍及受訓人員之責任以前，應先與履復會磋商。此項正常受訓期間為十二個月；但此一期限規定並不適用於履復會所派前往墾務局協助或檢討依本合約進行之工程研究、設計、或調查等業務人員。此項人員得依照本合約所附費用表所定之目標與費用視為官方觀察員。美國政府或墾務局對上述受訓人員或觀察員不提供生活費用，亦不支付任何薪金、食宿旅行或其他費用。

四、在提高技術計劃尚未釐訂，而須與實地試驗與反饋討論配合進行時，得向墾務局及其他美國政府有關機關請求提供短期顧問服務。而墾務局將依據第八項所規定之實際費用提供此項服務。所有人員均按其現在之階級及薪金派遣，並依美國政府之現行規章支領津貼與津貼。

五、中國政府同意墾務局人員基於本合約在臺

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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 services during the first year of work hereunder, such costs to be

應擔任短期或長期工作時，得享受軍營商店及軍中福利社之特權。

六、雙方同意將在臺灣實施本合約所獲得之資料，提供有興趣接受有關技術知識及資料之其他東南亞國家。

七、如任何其他機構為其本身利益從事研究計劃，需利用在臺灣之實驗場所與人員時，須先獲得墾務局及履復會之同意始得進行，但其全部費用均應由該有關機構負擔。

八、履復會應支付墾務局依本合約執行工作之總費及提供服務之全部費用，照所需經費及費用之貨幣支付，並由履復會及墾務局雙方協議決定之，是項協議得經雙方同意修改之。在實施本合約後六十天之內，履復會應通知墾務局有關依據本合約於翌年內需要墾務局提供之訓練與技術服務之性質與範圍。墾務局即據以估計執行本合約第一年所需服務費用之數額及服務開始之日期。墾務局之服務費用應包括在本合約有效期間之每一全年或一年中之某一期間內之特別管理費用。上述預撥之費用亦須包括依上述第三項規定指派之每位受訓人員或觀察員在特定參加期間之費用。現行管理費用及受訓費用表如附件所列。此項費用得視實際情況隨時調整之。墾務局自預撥之費用總額中支付其第一年中工作人員及服務之各項費用，其費用之計算方式比履

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.

整務局本身之計劃辦理。整務局對於各項工作費用之決定，具有確定性，並拘束締約雙方。整務局每季應向農復會提出本賬戶收支情形之賬目報告。自中國政府第一次預撥經費之日起，至屆滿一年之至少九十天以前，農復會應通知整務局關於依據本合約在次一年內需要該局提供訓練及技術服務之性質與範圍，整務局應即向農復會提出為提供此類服務所須增加之金額估計。如在當年屆滿之前，農復會所提撥之款項有用罄之可能時，整務局應提出該年其餘期間所需費用之估計，中國政府應於收到上述估計六十天之內撥款補足之。中國政府未能依照前述規定撥款補足時，可能導致整務局停止其工作，直至上述差額撥足時為止；如經雙方同意，訓練計劃仍可繼續進行，然以農復會在事先或事後為該項訓練目的所撥存未費用之款項為度。

九、農復會應整務局之請，同意派遣其有關灌溉農業各方面之工程師及專家，參與整務局對外從事有關灌溉及土地開發之規劃、設計、管理與評價等國際性計劃。整務局應比照其付給所屬其同等職位人員之薪金，以美金支付由農復會派遣之工程師及（或）專家，同時亦須依照上述第八項所列費用表，付給農復會每一全年或一年中某一期間之特別管理費用。

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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.

十、整務局工程師及其他專家於完成短期顧問服務時，將其建議具報告或經整務局與復會同意之其他方式向復會提出。對於在臺灣執行之長期研究與調查計劃，應經常告知整務局，整務局對此類計劃之定期、臨時及終期報告應予審閱，並將其意見以書面向復會提出。如其報告與意見在顧問服務完成後之合理時間內，或依本合約計劃工作之另一期間及／或另一階段開始後尚未能遞送時，復會得要求重新開釋或修訂本合約之條款。如此項條款仍不能滿意時，復會得廢止本合約。

十一、本合約不得被解釋為構成美國政府任何承諾，代表或保證供應所需物資與器材，或給予優先協助以取得所需物資、供應品與器材，或協助提供中國政府任何計劃之資金。

十二、本合約經任一方於擬予廢止或中止前九十天，以書面通知對方時得予廢止或中止其全部或一部份至一定期間或無限之期間。經任一方廢止或中止時，依本合約第八項所提撥未支用費用之餘額，或尚未授權使用之費用，應視實際情形，運還中國政府或記入其借方賬目。

十三、美利堅合眾國國會議員或代表或社會專員均不得參與本合約之有關事宜或享有源自本合約之任何利益。

為此，經正式授權之雙方政府代表，簽署本合約，以昭信守。

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Done in duplicate, in the English and Chinese languages, both texts being equally authentic, at Taipei this TWELFTH day of MAY, 1972.

本合約以中文及英文各繕兩份，兩種文字的本
同一作準。

For the Government of the Republic of China

中華民國政府代表：

Signature: W. H. Fei

費 驊 (簽)

Name: Walter H. Fei
Title: Vice Chairman of Council for International Economic Cooperation and Development, Executive Yuan

◎ 驊
行政院國際經濟合作發展委員會副主任委員

For the Government of the United States of America

美利堅合眾國政府代表：

Signature: Walter P. McCaughy Walter P. McCaughy

Name: Walter P. McCaughy
Title: Ambassador of the United States of America to the Republic of China

馬 庫 衛
美利堅合眾國駐中華民國大使

中華民國六十一年 五 月 十二 日于臺北市

TIAS 7374

Appendix

附錄

SCHEDULE OF FEES

費用標準表

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

訓練費：

四個月以內：每人每工作天美金叁拾元，或在同一計劃下最多不超過四人之小組，每組每工作天美金叁拾元

五、六、或七個月：每人共美金壹仟伍佰元

八個月至十二個月：每人共美金壹仟捌佰元

管理費：

美金伍萬元內：百分之十

美金伍萬元以上：百分之八，但不得少於美金伍仟元

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