

KOREA



Treaty Series No. 17 (1971)

Exchange of Notes

between the Government of the
United Kingdom of Great Britain and Northern Ireland
and the Government of the Republic of Korea

concerning the Establishment of an Institute of Technology in Korea

Seoul, 12 January 1971

[The Agreement entered into force on 12 January 1971]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
March 1971*

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EXCHANGE OF NOTES
BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF
GREAT BRITAIN AND NORTHERN IRELAND AND THE
GOVERNMENT OF THE REPUBLIC OF KOREA CONCERNING
THE ESTABLISHMENT OF AN INSTITUTE OF TECHNOLOGY
IN KOREA

No. 1

*Her Majesty's Ambassador at Seoul to the
Minister of Foreign Affairs of the Republic of Korea*

*British Embassy,
Seoul.*

Your Excellency,

12 January, 1971.

I have the honour to refer to recent discussions between representatives of the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Korea concerning the establishment of an Institute of Technology at Wulsan, Kyung Sang Nam Do, Korea and to inform you that the Government of the United Kingdom are prepared to conclude an Agreement with the Government of the Republic of Korea in this matter in the following terms:

1. The Government of the Republic of Korea, through the instrument of the Wulsan Institute of Technology Foundation shall establish at Wulsan an Institute of Technology (hereinafter referred to as "the Institute") for the training on a regional and a national basis of junior and senior technicians in mechanical, electrical, civil and metallurgical engineering and in industrial chemistry.

2. The Institute shall comprise a four-year technical college and a two-year higher technical school, each of which shall be organized in six departments, five to cater for the specialities referred to in paragraph 1 and one to cater for general and basic studies.

3. Courses shall consist of:

- (a) a four-year course for training senior technicians which shall involve alternate periods of study in the Institute and supervised, planned experience in industry, leading to a graded degree of Bachelor of Technology in specialities within the curricula of the Institute and
- (b) a two-year higher technical school course, based on a post high school level and leading to the normal graded certificate in the various subjects which will produce junior technicians, some of whom shall be selected to enter into the third year of the four-year course.

4. The Government of the United Kingdom shall be prepared, subject to the availability of suitable personnel, to provide the following staff under Colombo Plan technical assistance arrangements:

- (a) for a period of up to 4 years, a chief expert to advise and assist the Korean President of the Institute:

- (b) for a total period of up to 10 man years, 4 senior experts to act as advisers in conjunction with the chief expert;
- (c) for a period of up to 2 years one senior engineering technician to organise the engineering workshops.

The function of senior experts shall be to advise and assist in organising a sound system of technical education, preparing curricula, syllabuses, work schemes, laboratory and workshop exercises and projects, drawing up teaching equipment lists, planning the lay-out of laboratories and workshops and supervising the installation of equipment within them. The senior experts shall also advise in building up the library, in selection and examination procedures and shall assist and advise in the operation and content respectively of the industrial portions of sandwich courses. They shall not be required to teach but shall be expected to give lectures and visit classes periodically. Their functions shall include the training of teaching staff by means of day-to-day contact and the use of lectures and discussion groups. The senior engineering technician shall advise on the organisation and running of the engineering workshops and heavy laboratories.

5. The Government of the United Kingdom shall consider the possibility of arranging for the services of a graduate member of Voluntary Service Overseas to assist in teaching English to students.

6. To facilitate the operation of the Institute, the Government of the United Kingdom shall contribute material assistance by way of initial items of major equipment to a total value of £100,000 inclusive of the cost of shipping, freight, and, where necessary, insurance. Subject always to availability, such items shall be supplied as arranged between the two Governments and drawn from a list compiled by the Institute authorities on the advice of British experts. The Government of the United Kingdom shall also provide the services of engineering equipment installation specialists not exceeding two in number for a total period not exceeding six months.

7. For personnel provided under paragraphs 4, 5 and 6, (hereinafter referred to as "technical assistance officers") the Government of the United Kingdom shall pay:

- (a) all salary (including leave salary) and, except as otherwise provided, all allowances accruing to the technical assistance officer as a consequence of his service in the Republic of Korea under these provisions;
- (b) the cost of travel to and from Korea;
- (c) the cost of transporting by sea or air as may be appropriate to and from Korea, personal and household effects of the officer including incidental expenditure connected therewith;
- (d) such allowances additional to those payable under paragraph 13 as the Government of the United Kingdom may determine.

8. The Government of the United Kingdom shall use its best endeavours to arrange training facilities in the United Kingdom under existing Colombo Plan arrangements for the six members of the staff of the Institute made available in accordance with the provision of paragraph 11 to be the counterparts of the technical assistance officers referred to in paragraph 4.

9. The Government of the United Kingdom shall also use its best endeavours to promote a link between the Institute and a comparable college in the United Kingdom in order that a continuing source of advice and teacher exchange may be available on completion of the official programme of aid for the Institute.

10. The Government of the United Kingdom may offer technical assistance within the general scope of these provisions on different terms if this appears to them to be warranted, and in such an event the terms to be applied to that case shall be such as the two Governments may jointly decide.

11. The Government of the Republic of Korea shall:

- (a) provide the Institute campus, buildings, fixtures, furniture and furnishings, including the necessary public utilities and services, the student hostels and staff housing;
- (b) make available the necessary teaching staff for the Institute, including counterparts of the technical assistance officers referred to in paragraph 4;
- (c) provide all other administrative, laboratory, workshop and non-teaching staff, their salaries and allowances;
- (d) provide such items of equipment, apparatus and tools as are necessary and are not provided by the Government of the United Kingdom;
- (e) make financial provision for all the recurrent expenditure necessary for the operation of the Institute;
- (f) meet the transportation costs within Korea of equipment provided by the Government of the United Kingdom and the cost of installation of such equipment;
- (g) exempt from customs duty, commodity tax and other public charges in respect of equipment and materials provided by the Government of the United Kingdom under paragraph 6 of the present Agreement.

12. The Government of the Republic of Korea shall make arrangements to be represented on the Board of Directors of the Institute and, on completion of the programme of aid provided for herein, shall make suitable arrangements to continue the work of the Institute.

13. In respect of the technical assistance officers provided by the Government of the United Kingdom under paragraphs 4, 5 and 6, the Government of the Republic of Korea shall provide or make available:

- (a) appropriate furnished office accommodation and, for the chief expert, a secretary and a qualified English interpreter;
- (b) one motor vehicle and driver for official duty, or where a technical assistance officer uses his personal motor vehicle, mileage allowance payable at rates not less than those paid to officials of the Government of the Republic of Korea using similar motor vehicles, and a subsistence allowance for official journeys at rates not less than those provided for officers of comparable status of the Government of the Republic of Korea;
- (c) exemption from personal levies, rates (other than public utility charges), income tax or any other tax calculated on or in relation to

income and payable under Korean law in respect of the emoluments paid to the officer for his services to Korea under these provisions;

- (d) exemption from customs duty, commodity tax and other fiscal charges on reasonable amounts of personal and household effects and a motor vehicle per family, imported or purchased by them within six months of arrival, provided that the permission of the Korean Government shall be obtained prior to any subsequent disposal of such items, in accordance with applicable Korean laws and regulations;
- (e) for each technical assistance officer whose assignment is likely to exceed six months duration, adequate rent free accommodation for himself and his family, and the maintenance costs (other than charges levied for specific supplies and services rendered) incurred by them in using such dwelling;
- (f) for technical assistance officers whose assignment is not likely to exceed six months duration, in lieu of housing, such accommodation or daily allowance as may be jointly decided by the two Governments as being appropriate. Where the technical assistance officer is housed in fully furnished quarters no rent shall be charged, but charges for supplies and services rendered shall be his responsibility;
- (g) for the family of each officer the same treatment as is accorded to the technical assistance officer under sub-paragraph (d) (exclusive of a motor car).

14. (a) In respect of death, injury or damage to persons or property caused by a technical assistance officer in connection with the bona fide execution of his official function as provided in the present Agreement, the Government of the Republic of Korea shall bear the liability in his place.

(b) A claim for reimbursement may be raised against the technical assistance officer in cases involving serious and wilful misconduct or gross negligence. The Government of the United Kingdom shall assist the Government of the Republic of Korea in the enforcement of such claims.

15. The Government of the Republic of Korea may request the recall of any technical assistance officer after consultation with the Government of the United Kingdom, and the Government of the United Kingdom may do likewise after consultation with the Government of the Republic of Korea. Each technical assistance officer, although employed by the Government of the United Kingdom, and having the right to communicate with the Government of the United Kingdom as well as the Government of the Republic of Korea, shall nevertheless be subject to the instructions of the Government of the Republic of Korea in carrying out his assignment.

16. The provisions shall remain in force for four years and may be extended for a further period by mutual agreement or amended from time to time as decided by the two Governments.

If the foregoing is acceptable to the Government of the Republic of Korea I have the honour to propose that the present Note and Your Excellency's reply to that effect shall constitute an Agreement between our two

Governments in this matter 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.

N. C. C. TRENCH
H. B. M. Ambassador

No. 2

*The Minister of Foreign Affairs of the Republic of Korea
to Her Majesty's Ambassador at Seoul*

*Ministry of Foreign Affairs,
Seoul.*

Excellency,

January 12, 1971.

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

[As in No. 1]

I have further the honour to inform Your Excellency that the foregoing is acceptable to the Government of the Republic of Korea and to confirm that Your Excellency's note and this reply thereto constitute an Agreement between our two Governments in this matter, which shall enter into force on the date of this reply.

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

KYU HAH CHOI
Minister of Foreign Affairs

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