

BASIC AGREEMENT

between

THE CHINESE GOVERNMENT AND THE UNRRA

中國政府與聯合國善後救濟總署

善後救濟基本協定

(附英文本)

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中華民國國民政府聯合國救濟善後總署

基本協定

一九四三年十一月九日，聯合國及其與國曾在華盛頓簽訂協定，產生聯合國救濟善後總署（以下簡稱聯總）其宗旨爲計劃，統籌，執行或設法執行若干辦法，以救濟在聯合國控制下之任何地區內之戰爭受難者，濟以糧食，燃料，衣着，房屋，及其他基本必需品，供以醫務及其他重要服務，並於足以供應救濟之必要限度內，在上述區域內促進上述服務與各種必需品之生產及運輸。

中華民國國民政府，（以下簡稱中國政府）曾參加簽訂一九四三年十一月九日之協定，並經表示同意聯總大會，對於政策之決議案（以下簡稱決議案）。

中國政府鑒於中國曾受戰爭之摧殘，其人民因抗敵戰爭及敵人之佔領，已陷於痛苦，爰向聯總要求協助，請其供給救濟善後物資及服務，以便救濟在中國之戰爭受難者。

聯總根據一九四三年十一月九日之協定及決議案，願以各種實際之救濟，給予在中國領土內之戰爭受難者。

根據聯總大會第十四項決議案，聯總署長業已確定現在中國毋庸以外匯償付聯總給予中國之善後救濟物資及服務。

中國政府與聯總，均認爲彼此間關於善後救濟之義務，應以友好合作之精神履行之，而履行是項義務之實際步驟中之細節，應以互相諒解爲基礎，職是之故。

中華民國國民政府以行政院善後救濟總署（以下簡稱行總）署長蔣廷黻博士爲代表，聯合國救濟善後總署以聯總駐華辦事處處長凱石先生爲代表，

互相同意下列各項條款。

第一條 物資及服務之供給

（甲款）總則 根據一九四三年十一月九日之協定，及各項決議案，聯總得以善後救濟物資及服務供給中國，中國政府，得爲善後救濟之目的，接受聯總所供之物資及服務，並加以利用。是項物資及服務，應依據大會之政策，在聯總資源及可能利用之物資與交通限度內供給之。聯總依據第十四項決議案，決定在若干時間內，供給中國各項物資及服務，並認爲中國無庸以外匯償付之，聯總決定不要求中國以外匯付償聯總依據本協定所供給之物資及服務。聯總所供物資，倘爲若干種長期使用之設備，得與中國政府另訂特殊之協定，保留其所有權，而於本協定有效期間內，將該項物資供給中國使用。

（乙款）物資獲得之程序 行總代表中國政府得向駐華辦事處，提出關於其所需各項物資之具體請求，並依照每季之需要，提出總數，是項請求，至少應於預期交貨期限六個月以前提出，並儘可能列明物資種類數量及交卸物資之地點，是項請求，應先經行總適當技術人員與行總邀請中國政府有關部會技術人員，及行總駐華辦事處技術人員會商後，再由行總就善後救濟之全盤計劃，斟酌優先程序，然後代表中國政府正式提出。每項請求應儘可能說明詳細理由，此項請求及其說明有時得包含立需交貨物之項目，冀於最短期間運到，有時並得包括對於某特定期間內善後救濟計劃之一大部份，乃至該特定期間之全部計劃。請求中必須指明優先之項目，以備遇有不能交給全部所謂物資之情事。依

照上列程序提出之請求，其內容如須修改，仍須遵循同樣程序辦理，意即經過總及中國政府有關部會，以及聯總駐華辦事處之充分檢討。

(丙款) 服務：服務人員之借調除中國政府與聯總隨時得另行商訂補充辦法外，中國政府向聯總借用某種技術或行政人員之請求，應受下列諸原則及手續之約束：

(一) 中國每次向聯總借調一批在華從事善後救濟工作之技術或行政人員時，均應向聯總駐華辦事處提出具體之請求，並應詳細載明所需人員之額數，各該人員之職責，應具之資歷，需要借用之先後，以及借調人員預定工作之目的及範圍。

(二) 聯總對於是項請求原則上同意後，應即着手物色所需人員，並應在交通之可能限度內，儘量設法使其來華。

(三) 是項人員在華服務期間，由聯總派隸駐華辦事處，在一般事務上對駐華辦事處處長負責。

(四) 行總署長及駐華辦事處處長，或二者之合法代表，應於每一上述人員抵華之前，或甫行到達之後，參酌自提出請求以後可能發生之新情況，對原請求會同加以檢討，並應互相同意該員應委之職務，及第一次委派工作之期限。駐華辦事處處長或其合法代表，得根據互相同意之辦法，即行加以委任。是項人員無論如何，在中國政府任何部會中，不得任主要之行政職位。

(五) 聯總借調人員，除一般事務上對駐華辦事處處長負責外，對於其派往服務機關之首長或首長所指定之人，應在技術上或諮詢方面，(包括日常工作之監督)負全部責任。

(六) 行總署長及聯總駐華辦事處處長，或二者之代表，每隔三個月或其間任何時期，經一方認為必要時，應就關於每一借調人員之一情殷形，會同加以檢討，以查各該人員是否盡職，或

關於其工作之支配，是否得當，及派任之契約是否有修改，終止，或不再繼續之必要。

(七) 凡依據本條委派之人員，其薪水津貼旅費及其他應得之費用，均應由聯總發給，聯總凡以中國法幣發給上列費用之款項，均認作本協定第四條甲款中國法幣開銷之一部份。

(八) 中國政府應以適宜之住所及其他項必需之設備，供給聯總委派之人員。

(九) 聯總依據本條委派之人員，中國政府，得准其享有本協定第六條規定之各種便利優待及豁免。

第二條 業務之推行

本協定第一條所規定聯總供給之善後救濟服務，應依照聯總與中國政府商定之計劃執行之，並須與大會之政策，尤應與第二第七及第十三各決議案所載之政策相符合。(參閱本協定附件一)必要時中國政府應採取各種措施，保證是項政策推行於整個工作區域。

第三條 物資之移交與分配

(甲款) 中國政府既負有在中國境內分配聯總所供後救濟物資之責，應採取適當之步驟，保證此種分配當遵循大會之政策，尤以本協定附件一內各決議案所載之政策，並令飭省政府及其他各級政府遵照。

(乙款) 聯總運華之善後救濟物資，將交由駐華辦事處收取。是項物資移交與中國政府或其所指定之負責者，應由中國政府出具適當之收據，在雙方隨時會商指定之港口或其他地點辦理之。除續約中另有特殊規定外，凡在中國港口卸貨之供華物資，應於船舶靠岸後立即辦理移交。聯總移交物資與

中國政府時，雙方應商定點驗貨物之數量及品質的合理手續。

(丙款) 爲使聯總順利履行本協定及一九四三年十一月九日之協定之義務起見，中國政府應就分配物資之計劃及其實施辦法與聯總商討。是項商討內容，至少應包括下列各題：

(一) 關於分配聯總物資之機關及過程。

(二) 關於依照地域及主要消費者而決定之物資分配。

(三) 關於物價政策及聯總物資之特定價格與其同樣土產貨品價值之關係。

(四) 關於如何依商品，地域，及消費階級，配發聯總所供每項物資之統制其價格；以及如何控制與聯總物資分配有重要影響之其他商品價格。

(五) 關於處理搬運及儲藏聯總所供物資之方法及設備。

(丁款) 爲進一步使聯總順利履行本協定及一九四三年十一月九日之協定以及大會各項決議案之義務起見，中國政府應負責使聯總充分獲悉關於在華分配物資之消息，此外中國政府應負責給與聯總代表以種種機會，以便觀察物資每一階段分配之情形，並就物資分配情形，向行總官員詢問咨商，及經各總官員之介紹，與其他有關當局商詢，使其在原則上滿意中國政府所推行之分配制度係與大會行項決議案符合。中國政府應准許聯總代表在必要限度內，進入倉庫貨站分配站，以便獲悉搬運分配貨品之情形。

(戊款) 關於移交及分配聯總所供善後救濟物資之消息之發表，中國政府應予聯總以機會，並與聯總合作辦理之。

第四條 財務條款

(甲款) 中國政府得應聯總之請，隨時以足數之中國法幣，代聯總支付或撥交行總，以應必須使用中國法幣之開銷。是項開銷，包括（但不限於）發給聯總在華人員之薪金生活費及其他以中國法幣支給之開銷，以及租金倉儲費，交通運輸公共事業費用等。

(乙款) 俟中國政府以聯總之物資，在國內售得中國法幣進款時，中國政府得以是項進款，扣還以前撥交聯總或聯總駐華辦事處之款項，及爲其代墊之款。至於扣還之計算方法，應計算當時以中國法幣墊付各筆款項時之購買力而以同等之價格扣還，而不超過之，以期中國政府收回同等購買力之中國法幣數目。中國政府於扣還墊款以外，放棄其他要求。

(丙款) 中國政府應按月向聯總提交上個月中國政府根據本協定出售，出租，或轉讓聯總所供善後救濟物資及事業所得之淨入賬。中國政府及聯總得互相同意以一收入總額之概數代替實際之淨入賬。

(丁款) 中國政府之政策，得爲善後救濟事業之用途，動用在購買力上與丙款之淨入賬上之中國法幣款額相等之款項，惟應剔除（或不得動用）甲款可能支付之款項及乙款可能扣還之款項，至於動用之時間，應在出售聯總物資獲得入款後之一合理的時間以前，所謂善後救濟之用途，舉例言之，得包括下列各項工作：

- (一) 凡中國政府辦理或在其指導下之有關急賑及衛生工作；
- (二) 依據本協定第二條所應辦理之工作，以及關於照管及遣送難民工作；
- (三) 凡中國政府所辦理或在其指導下的有關農業工業及運輸之善後工作；

(四) 聯總爲辦理其他區域善後救濟工作之儲存，處置，及運輸業務；

(五) 在不妨害中國經濟需要之條件下，聯總爲辦理其他區域之善後救濟而需要在中國購取之物資及服務，爲各項善後救濟之目的，而依照本節規定所籌備應用之款額，應由行總代表中國政府權宜決定之。

(戊款) 中國政府應與聯總商討本條丁款所訂關於善後救濟費用之計劃。此外中國政府應供給聯以關總於此項費用之定期報告，並接受聯總對於是項費用之意見。依據丁款而供聯總工作所用之經費，應根據雙方會同擬定之計劃利用之。

(己款) 計算本條所載之相關的購買力，應以雙方同意之合理的物價指數爲參考之依據。

(庚款) 本約簽訂半年以後，雙方應就屆時之情形及需要，審查本條之各項規定。

第五條 聯總辦事處及其人員

(甲款) 中國政府准許並賦權聯總在中國設立一辦事處（簡稱駐華辦事處），該辦事處得在其適宜之限度內，任用爲順利履行本協定及一九四三年十一月九日之協定，以及大會各項決議案所必需之人員。聯總駐華辦事處之人員包括實施本協定第一條關於決善後定救濟需要之人員，實施本協定第三條供應物資所必須之人員，聯總應中國政府之請借聘予中國政府在華服務之若干技術或實施人員，以及依據本協定所需要之其他有關於聯總在華之撰寫，會計，財務等工作人員。

(乙款) 聯總委派駐華辦事處處長，副處長，或處長之主要助理人員時，應商得中國政府之同意。聯總應將賦予駐華辦事處處長之職權範圍，通知中國政府。

(丙款) 中國政府得給予依據本協定而任用之聯總在華工作人員，以入境及行動之便利。

(丁款) 聯總應保障其在華人員，具有優良之行爲及健全之道德品性，如有違背是項標準之人員，聯總應解除其職務或調回之。

(戊款) 本協定所載(「聯總人員」)一詞，除聯總雇用之人員外，尚包括借調予中國政府而在中國政府行政監督下工作之人員，及在聯總權力下工作之國際志願救濟團體的雇用人員。

第六條 各種便利優待及豁免

(甲款) 中國政府應採取一切實際辦法，以便利聯總工作，並依照大會之決議案，給予聯總及其人員以各種之便利，優待及豁免。

(乙款) 屬於聯總之善後救濟物資或已運來華，或由中國過境，聯總均有權將此項物資轉移至其他區域，而不受出口統制及其他限制辦法之拘束。

(丙款) 中國政府得依雙方互相同意之辦法，專予或設法專予聯總各種照料及便利。

第七條 稅務

(甲款) 中國政府及其任何附屬政治機構，或在中國之任何其他公共團體，對於聯總之資產，所得，及各種業務交易，一律准予免稅，亦不徵收任何名目之捐稅。聯總向中國政府，及其任何附屬政治機構或任何其他公共團體，繳納捐稅或任何名目之捐稅的義務，亦均得豁免。

(乙款) 聯總及在聯總監督下之國際志願救濟團體，發給其非華籍或非中國永久居民之官員，雇員，及其他聯總人員(本協定第五條戊款所載之聯總人員)之薪金或報酬，中國政府及其附屬政治機構或其他任何公共團體，均一律准其免稅，亦不徵收任何名目之捐稅。

(丙款) 中國政府應採取必要之步驟，俾使上述各原則發生實效。此外中國政府應根據第十六項決議案，採取其他必要之辦法，保證聯總所供物資及業務不在繳納任何捐稅之列，以免減低聯總之財源。

第八條 報告紀錄

(甲款) 中國政府應就其履行聯總之義務所必需的善後救濟工作，作成合理的統計紀錄，並得應聯總之請，就是項統計工作，咨商於聯總。

(乙款) 中國得應聯總之請，以上述之統計紀錄及報告情報等，供給聯總。

第九條 本約定之修改及續約

(甲款) 締約雙方對於任何一方提出修改本協定之建議，均應予以同情之考慮。關於本約之任何修改，應經雙方互相同意。

(乙款) 如有必要，雙方得另訂續約及辦法，以補充本協定之各項條款。

第十條 協定之期限

本協定自即日起生效。締約雙方之任何一方，得以書面通知對方，終止本協定。自通知之日起滿六個月後，本協定即喪失其效力。

(甲款) 本約期滿後，締約雙方之關係仍受一九四三年十一月九日之協定及大會各項決議案之拘束。

(乙款)爲循序結束清理起見，本協定期滿後，其第四條第五條第六條第七條第八條須俟聯總工作完成後方喪失效力。

本協定以英文締訂。

中華民國國民政府行政院
善後救濟總署署長 蔣 廷 黻

聯合國救濟善後總署
駐華辦事處長 凱 石

一九四五年十一月十四日八時五十三分簽於重慶珊瑚壩

BASIC AGREEMENT

THE GOVERNMENT OF THE REPUBLIC OF CHINA and THE UNITED NATIONS RELIEF AND REHABILITATION ADMINISTRATION

Whereas the United Nations and Associated Nations have, in the Agreement of 9 November, 1943, signed at Washington, D. C., created the United Nations Relief and Rehabilitation Administration (hereafter referred to as the Administration), whose principal purpose is:

"To plan, co-ordinate, administer or arrange for the administration of measures for the relief of victims of war in any area under the control of any of the United Nations through the provision of food, fuel, clothing, shelter and other basic necessities, medical and other essential services and to facilitate in such areas, so far as necessary to the adequate provision of relief, the production and transportation of these articles and the furnishing of these services;" and

WHEREAS, the Government of the Republic of China (hereinafter referred to as the Government) is a signatory to the afore-mentioned Agreement of 9 November, 1943, and has expressed its agreement with the Resolutions on Policy of the Council of the Administration (hereinafter referred to as the Resolutions); and

WHEREAS, China has been subjected to devastation and its people have suffered as a result of hostilities, occupation by the enemy and active resistance in the struggle against the enemy; and

WHEREAS, the Government has requested assistance of the Administration in furnishing relief and rehabilitation supplies and services for the relief of victims of war in China; and

WHEREAS, the Administration desires to bring all practicable relief to the victims of war within the territory of China and in accordance with the Agreement of 9 November 1943 and the Resolutions; and

WHEREAS, it is desired that the mutual responsibilities of the Government and the Administration with respect to relief and rehabilitation shall be fulfilled in a spirit of friendly cooperation, and that

the details of the practical application of such responsibilities shall be arranged on the basis of mutual understanding;

The Government of the Republic of China, represented by Dr. Tingfu F. Tsiang, Director-General, Chinese National Relief and Rehabilitation Administration (hereinafter referred to as CNRRA), and the United Nations Relief and Rehabilitation Administration, represented by Benjamin H. Kizer, Director of the China Office of the Administration (hereinafter referred to as the China Office), have agreed as follows:

ARTICLE I

Furnishing of Supplies and Services

(a) *General Conditions.* In accordance with the Agreement of 9 November 1943 and the Resolutions, the Administration will furnish China with relief and rehabilitation supplies and services, and the Government will accept and make use for this purpose of supplies and services furnished by the Administration. Such supplies and services will be furnished within the limit of the Administration's resources and available supplies and transport, and in accordance with Council policies. The supplies and services will be furnished by the Administration for such period of time as it is determined in accordance with Resolution 14 that China is not in a position to pay therefore with suitable means of foreign exchange. The Administration will make no request and shall have no claim for payment in foreign exchange for the supplies and services furnished by it under this Agreement. In the case of certain categories of long-term equipment, the Administration may, pursuant to special agreements between it and the Government, retain the ownership but furnish the use of such supplies during the life of this Agreement.

(b) *Supplies Procurement Procedure.* CNRRA on behalf of the Government will present to the China Office of the Administration firm requests for the supplies it requires giving totals required by calendar quarters; such requests shall be presented at least six months in advance of the time of desired delivery. These firm requests shall provide, insofar as possible, quantities, specifications, and points for the delivery of the supplies. Prior to the formal presentation of any such request, it shall have been discussed among the appropriate

technicians from CNRRA, from such of the Government Ministries or Agencies as CNRRA may invite and form the China Office of the Administration, and shall thereafter have been considered by CNRRA on behalf of the Government with reference to its relative priority in comparison with other parts of the overall relief and rehabilitation program. Each request will be supported by as detailed a justification as possible. The request and the accompanying justification may in some cases cover "spot" items needed for the earliest possible shipment; in others it may cover a large segment of the relief and rehabilitation program for a specified period or even the entire program for that period. The request should always contain an indication as to the items that are to be given priority in the event that it should be possible to deliver only a part of the total request any modification of a firm request prepared and presented under the procedure above shall also be presented under the same procedure, that is, following the fullest discussion by representatives of CNRRA, of the other appropriate Government Ministries or Agencies and of the China Office of the Administration.

(c) *Services: Loan of Personnel.* Subject to implementing agreements mutually agreed upon by the Government and the Administration from time to time, the following principles and procedures shall govern requests by the Government for loan by the Administration for service in China of certain technical administrative personnel:

1. For each group or unit of technical or administrative personnel desired from the Administration for relief and rehabilitation service within China, the Government will present to the China Office of the Administration a specific request, together with full details on the number of personnel required, the respective duties and responsibilities of each individual, the desired qualification of each, priorities among the personnel requested, and the full scope and purpose of the projects with which they are to be associated:

2. Upon agreement in principle by the Administration to such requests, the Administration will initiate the necessary recruitment of the personnel requested, and will, within the limits of available transportation, arrange for the travel to China of the persons so recruited.

3. Such personnel will be attached by the Administration to its

China Office for the duration of their term of service in China, and will be generally responsible to the Director of the China Office.

4. Shortly before, or as soon as possible after, the arrival of each such person in China, the Director General of CNRRA and the Director of the China Office of the Administration or their duly authorized representatives, will jointly review the original request in the light of any new circumstances that may have arisen since the request was presented, and will agree upon the particular post of duty to which the individual is to be assigned, and the period of time for which his initial assignment is to be made. The Director of the China Office or his duly authorized representative will then make the assignment in accordance with the agreement reached. In no case shall such an assignment be to a position of primary administrative responsibility in any Government Ministry or Agency.

5. During the period of his assignment, each person, while generally responsible to the China Office, shall be fully responsible to the head of the organization to which he is assigned, or to the designee of such head, for all technical and advisory assignments, including day by day supervision.

6. The general situation with respect to each person so assigned shall be jointly reviewed every three months, or at any intervening time when thought necessary by either party, by the Director General of CNRRA and the Director of the China Office of the Administration, or their representatives, for the purpose of determining whether the individual is rendering satisfactory service, whether his services are being adequately utilized, or whether there is any other reason that would make it advisable to modify or terminate or not to renew the agreement under which the assignment was made.

7. All personnel assigned by the Administration pursuant to this Article will receive their salaries, allowances, travel costs and reimbursements for other appropriate expenses from the Administration. To the extent that such payments are made in Chinese currency, they shall be included as part of the Chinese currency expenses of the Administration under Article IV, (a).

8. The Government will provide appropriate housing facilities and other necessary accommodations for the personnel assigned to its service

by the Administration.

9. Personnel assigned by the Administration pursuant to this Article will be accorded the facilities, privileges, immunities and exemptions provided in Article VI.

ARTICLE II

Administration of Services

The relief and rehabilitation services furnished by the Administration pursuant to Article I above will be administered in accordance with plans agreed upon between the Administration and the Government and in conformity with the policies of the Council, particularly those embodied in Resolutions 2 and 7 through 13. (See Annex I to this Agreement) Wherever necessary the Government will take measures to insure that such policies are followed throughout the area of operations.

ARTICLE III

Transfer and Distribution of Supplies

(a) The Government, having the responsibility for the distribution within China of relief and rehabilitation supplies furnished by the Administration, will take appropriate measures to assure that such distribution will be governed by the policies particularly those embodied in the Resolutions contained in Annex I to this Agreement, and will instruct provincial and local governments accordingly.

(b) The relief and rehabilitation supplies furnished by the Administration which are destined for China will be consigned to the China Office in China. The transfer of such supplies to the Government or its designee, against appropriate receipts, will be at such designated ports of entry or other places as may be agreed upon from time to time by the Government and the Administration. Except as may otherwise be specifically provided by supplementary agreement, in the case of all supplies for China unloaded at a port in China, transfer shall occur at the end of ship's tackle. The Government and the Administration will agree upon appropriate procedures for the determination of the quantity and quality of goods upon their delivery to the Government by the Administration.

(c) To enable the Administration effectively to discharge its responsibilities under this Agreement, the Agreement of 9 November 1943,