



白皮書第一〇四號（三十七年七月）

中華民國政府與美利堅合眾國政府間關於經濟援助之協定

（中華民國三十七年七月三日簽字
中華民國三十七年七月三日生效）

中華民國外交部編印

上海图书馆藏书



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中華民國政府與美利堅合衆國政府間關於經濟援助之協定

約首

中國政府與美利堅合衆國政府，

鑒於美利堅合衆國政府之政策，乃在依照一九四八年援華法案之規定，對中國人民及政府，予以經濟援助；又

鑒於中國政府之政策，乃在推行一種有力之自助計劃，俾得在中國境內創造較為穩定之經濟情況，並改善其與他國間之商務關係；

爰議定條款如左：

第一條

美利堅合衆國政府承允援助中國，向中國政府或中國政府所指定之任何人、機關或組織提供中國政府所聲請及美利堅合衆國政府所核准之援助。美利堅合衆國政府將依照一九四八年援華法案(除該法案第四〇四款(乙)外)，對該法案予以修正及補充之各法案，以及依該法案所訂之各撥款法案之規定，並遵守各該法案之一切條款、限制及條件，供給此項援助，並將僅以各該法案所准許提供之貨物、服務及其他援助提供於中國政府。美利堅合衆國政府得於任何時間停止或終止本條



所規定之援助。

第二條

一、爲運用受自美利堅合衆國政府之援助，俾經濟情況獲得最大改善起見，中國政府承允：

(甲)採取或維持必要措施，以保證有效及切實使用其可利用之經濟資源，此項措施包括：

(一)爲保證由於本協定所規定之援助而獲致之貨物及服務，用於與本協定目的相符之用途所必要之措施；

(二)爲查明、指認及適當使用在美利堅合衆國本部、領地或屬地內屬於中國人民之資產及由該項資產而獲致之收益，於可行範圍內所得採取之措施，藉以促進中國政府對於改善中國境內經濟情況所作之努力。本目之規定，對美利堅合衆國政府，並不加以協助執行此項措施之任何義務，對中國政府，亦不加以處置

此項資產之任何義務；

(乙)在健全經濟基礎上，促進工農生產之發展；

(丙)發動並維持爲創造較穩定之貨幣情況與促進供國內消費及輸出用途各項貨物之生產及運銷所必要之財政、幣制、預算及行政上之措施；以及

(丁)與他國合作，藉以便利並鼓勵與他國間貨物及服務互易之增進，並減少與他國間貿易之公私障礙。

二、中國政府將採取其所認為適當之各項措施，以防止公私商務企業方面影響國際貿易而其結果足以妨礙本協定之目的及政策之營業行為或營業辦法。

第三條

一、中國政府承允從事一切可行之努力，以改善與他國間之商務關係，包括對於影響中國境內私人企業經營對外貿易之情況，予以改善之措施在內。

二、中國政府於實施本條第一項之規定時，除採取其他措施以外，因其在國際收支及現存外匯來源方面之危急狀況在現在或將來所必需之輸入管制及外匯管制，並將以劃一、公正及平允之方式，予以施行。

三、中國政府與美利堅合眾國政府，經任何一方之聲請，將協商關於本條各規定適用上之任何事項。

第四條

一、美利堅合眾國政府依本協定所供給之一切貨物，應由商務企業或由私人或中國政府機構，並依照中國政府與美利堅合眾國政府間隨時商定之條款及條件，予以加工及分配。

二、中國政府將與美利堅合眾國代表協商，採取一切適當步驟，務使在其控制區域內，凡由美利堅合眾國政府依本協定所供給之貨物，及以其他款項購運中國或當地出產之類似貨物，達到公正及平允之分配。就情勢及供應所容許之限度內

，應在中國中心市區創設或維持一種分配及價格管制之制度，旨在保證各階層居民均得在所輸入或國內所出產之主要民用供應物中，獲一公允之配額。雙方了解：美利堅合衆國政府於允許依本協定所供給之使用貨物，用於支援中國改善其消費及價格管制之努力時，對於此項市區計劃之是否成功，並不負責。

三、美利堅合衆國依本協定所供給之供應物在中國出售之價格，應由中國政府與美利堅合衆國政府商定之。

第五條

一、本條各規定，應適用於美利堅合衆國政府依本協定在贈與基礎上所供給之援助。

二、中國政府同意，以中國政府之名義，在中國中央銀行立一特別帳戶（下稱特別帳戶），並將左列各項以中國貨幣存於該帳戶內：

（甲）本協定簽字日，在中國中央銀行以中國政府名義，依照一九四七年十月廿七日中國政府與美利堅合衆國政府間協定所立特別帳戶業務結束後之純淨結餘，及該協定所要求隨時存入特別帳戶之任何其他款項。雙方了解：一九四八年美國援外法案第一一四款（戊）節構成美利堅合衆國政府對於該協定內所指此項結餘處置辦法之核准與決定。

（乙）中國政府依照一九四八年四月卅日中美兩國政府間換文所存款項之純淨結餘。

(丙)與美利堅合衆國政府依照本協定在贈與基礎上，供給中國之貨物、服務及技術情報（包括加工、儲藏、運輸、修理或因此所爲其他服務之任何費用）所指明之美元費用同等之數額；但須減去依照(乙)項所指換入而存入之款項數額。美利堅合衆國政府應將任何該項貨物、服務及技術情報所指明之美元費用，隨時通知中國政府；中國政府於美利堅合衆國政府所指定之時間，將折合同等數額之中國貨幣存入特別帳戶內；此項折合率，由中國政府與美利堅合衆國政府商定之。中國政府經美利堅合衆國政府之聲請，得預存款項於特別帳戶內，以備嗣後依照本款所發通知予以抵銷。

三、美利堅合衆國政府依照一九四八年援華法案進行業務時，在中國境內所需行政費用之中國貨幣數額，將隨時通知中國政府；中國政府將依美利堅合衆國政府通知內所聲請之方式，即自特別帳戶內之任何結餘項下提供該項款項。

四、中國政府並將自特別帳戶之任何結餘中，提供所需中國貨幣，以充下列各費用：甲、爲達成一九四八年援華法案第四〇七款所規定之中國農村復興聯合委員會之目的所必要之支出；及乙、第七條所指救濟物資及包裹，自中國任何進口地點運至收貨人所指定在中國之交貨地點之運費（包括港口捐、堆棧費、搬運費及類似之費用）。

五、中國政府對於特別帳戶中之任何結餘，僅得依其與美利堅合衆國政府隨時商定之目的，予以處置；此項目的，特別包括下列各項：甲、爲謀幣制及財政穩定而採取之凍結；乙、因鼓勵生產活動及開發新富源（包括美利堅合衆國因其本

國資源中缺乏或可能缺乏而需要之物資在內)所作之支出；丙、爲推行方案或計劃之支出，而該項方案或計劃之國外費用其全部或一部係以美利堅合衆國政府之援助或國際復興開發銀行之貸款支付者；或丁、爲推行依照一九四七年十月二十七日中國政府與美利堅合衆國政府間之協定所擔任而未完成之救濟或工賑方案之支出。

六、中國政府對於特別帳戶中之下列款項，應維持其相等之美元價值：(甲)經美利堅合衆國政府指定爲支付本條第三項所指行政支出所必需之款項；(乙)爲達成本條第四項規定之目的所必需之款項；(丙)經兩國政府同意認爲以中國貨幣支付有關建設方案或計劃之費用所必需之款項，而該項建設方案或計劃之國外費用其全部或一部係以美利堅合衆國政府依照本協定所予援助支付者。中國政府爲實施本規定，將以中國貨幣提存美利堅合衆國政府經與中國政府協商後所決定之額外款項。

七、一九四九年四月三日特別帳戶中任何純淨結餘，應按照今後中國政府與美利堅合衆國政府所同意之目的用於中國境內；但美利堅合衆國政府之同意，須經美利堅合衆國國會之法案或兩院聯合決議之核准。

第六條

一、中國政府對美利堅合衆國因其本國資源中缺乏或可能缺乏而需要之中國所產物資移轉於美利堅合衆國，無論係爲儲備或其他目的，將予以便利；此項移轉，應根據由中國政府與美利堅合衆國政府所商定合理之買賣、交換、易貨或其他

方式移轉之條件，並應依其所商定之數量及期間；但對於此項物資在中國國內消費及商業輸出上之合理需要，應予以適當考慮。中國政府將採取必要之特定措施，以實施本項之規定。中國政府經美利堅合衆國政府之聲請，即將開始談判關於實施本項規定所必要之詳細辦法。

二、中國政府經美利堅合衆國政府之聲請，即將談判適當辦法，以實施一九四八年美國援外法案第一一五節(乙)第九項關於美利堅合衆國所需物資之開發及移轉之規定。

三、中國政府經美利堅合衆國政府之聲請，對於來自中國境外之物資，將於一切適當情況下，與其合作，以促進本條第一項及第二項之目的。

第七條

中國政府經美利堅合衆國政府之聲請，即將開始談判協定(包括關於在適當保障下給予免稅待遇之規定在內)，對於贈給非牟利之美國志願救濟機關之物資或該項機關所購買之物資，以及自美國運交住居中國境內私人之救濟包裹之進入中國，予以便利。

第八條

一、雙方政府同意，經任何一方之聲請，對於有關本協定之適用或有關依照本協定所實施之工作或辦法之各事項，將

進行協商。

八

二、中國政府將以左列各事項通知美利堅合衆國政府，其方式及時期，由美利堅合衆國政府於與中國政府協商後決定之：

(甲)關於中國政府爲實施本協定之規定所擬定或採取之各項方案、計劃及措施之詳細情形；

(乙)關於依照本協定進行工作情形之詳細報告，包括關於依照本協定所獲款項、貨物及服務之運用情形之報告在內，此項報告，每季應提送一次；

(丙)關於中國經濟狀況之情報，及美利堅合衆國政府爲決定各項工作之性質及範圍并爲估計依照本協定所供給或擬議之援助之實效所需要之其他有關情報。

三、中國政府將協助美利堅合衆國政府獲得與第六條所指之中國所產物資有關而爲擬定及執行該條規定之辦法所必要之情報。

第九條

一、中國政府對於實施本協定所載以在中國樹立更穩定之經濟狀況爲目的之各事項，將以其所獲進展，充分告知中國人民，關於依照本協定所得援助之性質及範圍之情報，並將經常供給中國人民；中國政府將以此項情報供給公衆報導機構

，并將採取可行步驟，以保證對於此項情報之傳佈，予以適當之便利。

二、美利堅合衆國政府對於此項情報之傳佈，將予以鼓勵，并將以此項情報供給公衆報導機構。

三、中國政府將以關於依照本協定進行工作情形之詳細報告，每季公佈一次，包括關於所得款項、貨物及服務之運用情形之情報在內。

第十條

一、中國政府同意，對於爲執行美利堅合衆國政府依照本協定在中國所負職責之經濟合作特別代表團，予以接待。

二、中國政府，於接到美利堅合衆國駐中國大使之有關通知後，對於該特別代表團及其所屬職員，將視爲美利堅合衆國駐中國大使館之一部份，俾得享受該大使館及其同等職員所享受之優例及豁免。中國政府對於美利堅合衆國國會對外經濟合作聯合委員會之委員及職員，將予以相當之禮遇，并將予以爲有效執行職務所必要之便利及協助。

三、中國政府將對該特別代表團及該聯合委員會之委員及職員，予以充分合作；此項合作，包括供給爲對本協定之實施情形，以及依照本協定所予援助之運用情形，從事觀察及考核所必要之一切情報及便利在內。

第十一條

一、中國政府及美利堅合衆國政府同意：凡遇此方人民，因彼方政府一九四八年四月三日以後所採措施（有關敵人財

產或利益之措施，不在此限）影響其財產或利益，包括基於與彼方政府合法授權之官署所訂契約或此項官署所給予之特許權在內，向彼方政府要求損害賠償而經此方政府予以支持者，應將該項要求提交國際法院裁判。雙方了解：此方政府對於依照本項之規定經彼方政府支持之要求所承擔之義務，係以該此方政府對於國際法院根據國際法院規約第三十六條所具有之強制管轄權前此所予有效承認之內容及條件為基礎，并應受其限制。本項之規定，對於任何一方政府向國際法院起訴所享有之其他權利（如有此項權利時），或因任何一方政府違反條約、協定或國際法原則所規定之權利與義務而支持及提出要求之權利，無論在何方面，均不發生影響。

二、中國政府與美利堅合衆國政府并同意：此項要求，得不提交國際法院而提交經雙方相互約定之任何公斷法庭解決之。

三、雙方并了解：任何一方政府，凡遇其本國人民提出要求，而該本國人民對於其要求所在地國家之行政法院及審判機關所設之救濟辦法未經利用至窮盡程度者，不得依照本條之規定，予以支持。

第十二條

一、本協定自本日起發生效力，並應繼續有效至一九五〇年六月三十日為止。倘在一九五〇年六月三十日至少六個月以前，未經任何一方政府以書面通知他方政府，聲明於該日廢止本協定之意旨時，本協定應於該日以後繼續有效，至上述

通知發出之日起滿六個月爲止。第五條在依照其規定應予處置之一切中國貨幣款項未經依照該條之規定全部處置以前，應繼續有效。

二、本協定得經兩國政府同意隨時修改之。

三、本協定之附件，作爲本協定內容之一部分。

四、本協定應向聯合國秘書長登記。

雙方爲締訂本協定而合法授權之代表，爰於本協定簽字，以昭信守。

本協定用中文及英文各繕兩份，中文本及英文本同一作準。

中華民國三十七年七月三日訂於南京
公曆一九四八年七月三日訂於南京

王世杰 (簽字)

司徒雷登 (簽字)

附件

一、雙方了解：本協定第二條第一項(甲)款之規定，關於資源有效使用所採取之措施，在依照本協定所供給之貨物方面，將包括爲保全此項貨物及防止其流入非法或不正當市場或貿易途徑之有效措施在內。

二、雙方了解：凡屬次要之方案或機密之商業或技術情報，其洩漏足以損及合法商業利益者，將不向中國政府聲請依照本協定第八條第二項(甲)款之規定，供給詳細情報。

三、雙方了解：美利堅合衆國政府於發出本協定第十條第二項所指之通知時，對於擬聲請給予充分外交優例之官員人數儘可能允宜予以限制一層，加以注意。雙方又了解：關於第十條適用上之細節，必要時將由兩國政府舉行會商。

公曆一九四八年七月三日於南京

王世杰 (簽字)

司徒雷登 (簽字)

換文

(一) 美國駐華大使致中國外交部部長照會

逕啓者：查關於美國援助中國之雙邊協定之締結，美利堅合衆國與中華民國兩國政府代表近曾舉行談判，結果成立如左諒解，茲特予以證實：

一、在美利堅合衆國政府或中華民國政府中之任何一方政府參加西德任何區域或脫里斯脫自由區之佔領或管制之期間內，他方政府對於各該區域之商品貿易，將適用一九四七年十月三十日所訂關稅暨貿易總協定所載有關最惠國待遇之現有或於將來修正之各條文。

二、上開第一項關於美利堅合衆國政府或中國政府之承允，將僅於該項所指之任何區域對於美利堅合衆國或中國分別給予互惠最惠國待遇之期間及限度內，始對該區域之商品貿易，予以適用。

三、上開第一項及第二項所規定之承允，其成立係鑒於對該兩項內有關區域之輸入，目前並未設立有效或重要之關稅障礙。如其設立該項關稅障礙，則雙方了解：該項承允，應不妨礙適用國際貿易組織夏灣拿憲章所規定關於互惠基礎減低關稅之原則。

四、雙方承認：在上開第一項所指之西德區域內，其通貨之缺乏一統一匯兌率，可能發生間接補貼該區域之輸出之作用，至難於確實估計之程度；在此項情況存在期間，又如與美利堅合眾國之協商未能就此問題獲致彼此同意之解決辦法，則雙方了解：如中國政府認為該項補貼對其已設立之某一本國工業，勢將加以重大損害，或有此威脅，或勢將使其某一本國工業之設立，蒙受阻礙或重大稽延，因而對於此項商品之輸入，徵課足與該項補貼之估計數額相等之抵償稅時，此項措施，不得視為與其在第一項規定下所為之承允相牴觸。

五、本照會中之各項承允，應繼續有效至一九五一年一月一日為止。倘在一九五一年一月一日至少六個月以前未經任何一方政府以書面通知他方政府聲明於該日終了此項承允之意旨時，各該項承允應於該日以後繼續有效，至上述通知發出之日起滿六個月為止。

相應照請

查照為荷。

本大使順向

貴部長表示崇高之敬意。

此致

中華民國外交部部長王世杰閣下

公曆一九四八年七月三日於南京

司徒雷登 (簽字)

(二) 中國外交部部長覆美國駐華大使照會

逕覆者，接准本日

貴大使照會內開：

『逕啓者：查關於美國援助中國之雙邊協定之締結，美利堅合衆國與中華民國兩國政府代表近曾舉行談判，結果成立如左諒解，茲特予以證實：

一、在美利堅合衆國政府或中華民國政府中之任何一方政府參加西德任何區域或脫里斯脫自由區之佔領或管制之期間內，他方政府對於各該區域之商品貿易，將適用一九四七年十月三十日所訂關稅暨貿易總協定所載有關最惠國待遇之現有或於將來修正之各條文。

二、上開第一項關於美利堅合衆國政府或中國政府之承允，將僅於該項所指之任何區域對於美利堅合衆國或中國分別給予互惠最惠國待遇之期間及限度內，始對該區域之商品貿易，予以適用。

三、上開第一項及第二項所規定之承允，其成立係鑒於對該兩項內有關區域之輸入，目前並未設立有效或重要之關稅障礙。如其設立該項關稅障礙，則雙方了解：該項承允，應不妨礙適用國際貿易組織夏灣拿憲章所規定關於依互惠基礎減低關稅之原則。

四、雙方承認：在上開第一項所指之西德區域內，其通貨之缺乏一統一匯兌率，可能發生間接補貼該區域之輸出之作用，至難於確實估計之程度；在此項情況存在期間，又如與美利堅合衆國之協商未能就此問題獲致彼此同意之解決辦法，則雙方了解：如中國政府認為該項補貼對其已設立之某一本國工業，勢將加以重大損害，或有此威脅，或勢將使其某一本國工業之設立，蒙受阻礙或重大稽延，因而對於此項商品之輸入，徵課足與該項補貼之估計數額相等之抵償稅時，此項措施，不得視為與其在第一項規定下所爲之承允相抵觸。

五、本照會中之各項承允，應繼續有效至一九五一年一月一日爲止。倘在一九五一年一月一日至少六個月以前未經任何一方政府以書面通知他方政府聲明於該日終了此項承允之意旨時，各該項承允應於該日以後繼續有效，至上述通知發出之日起滿六個月爲止。

相應照請

查照爲荷。」

等由；准此，本部長茲特證實上述了解。相應照覆，即請查照爲荷。

本部長順向

貴大使表示崇高之敬意。

此致

美利堅合衆國駐中華民國特命全權大使司徒雷登閣下

王世杰 (簽字)

中華民國三十七年七月三日於南京

ECONOMIC AID AGREEMENT BETWEEN THE
REPUBLIC OF CHINA AND THE UNITED
STATES OF AMERICA

PREAMBLE.

The Government of the Republic of China and the Government of the United States of America:

Considering that it is the policy of the Government of the United States of America to extend economic assistance to the people and the Government of China in accordance with the provisions of the China Aid Act of 1948; and

Considering that it is the policy of the Government of China to undertake a vigorous program of self help in order to create more stable economic conditions in China, and to improve commercial relations with other countries;

Have agreed as follows:

ARTICLE I.

The Government of the United States of America undertakes to assist China, by making available to the Government of China or to any person, agency or organization designated by the latter Government such assistance as may be requested by it and approved by the Government of the United States of America. The Government of the United States of America will furnish this assistance under the provisions, and subject to all of the terms, limitations and conditions, of the China Aid Act of 1948 (other than Section 404 (B) thereof), acts amendatory and supplementary thereto and appropriation acts thereunder, and will make available to the Government of China only such commodities, services and other assistance as are authorized to be made available by such acts. The Government of the United States of America may suspend or terminate at any time the assistance under this Article.

ARTICLE II.

1. In order to achieve the maximum improvement

of economic conditions through the employment of assistance received from the Government of the United States of America, the Government of China undertakes

(a) to adopt or maintain the measures necessary to ensure efficient and practical use of economic resources available to it, including

(1) such measures as may be necessary to ensure that the commodities and services obtained with assistance furnished under this Agreement are used for purposes consistent with this Agreement;

(2) to the extent practicable, measures to locate, identify and put into appropriate use in furtherance of its efforts to improve economic conditions, in China, assets, and earnings therefrom which belong to nationals of China and which are situated within the United States of America, its territories or possessions. Nothing in this clause imposes any obligation on the Government of the United States of America to assist in carrying out such measures or on the Government of China to dispose of such assets;

(b) to promote the development of industrial and agricultural production on a sound economic basis;

(c) to initiate and maintain financial, monetary, budgetary and administrative measures necessary for the creation of more stable currency conditions and for the promotion of production and marketing of goods for domestic consumption and export; and

(d) to cooperate with other countries in facilitating and stimulating an increasing interchange of goods and services with other countries and in reducing public and private barriers to trade with other countries.

2. The Government of China will take the measures which it deems appropriate to prevent, on the part of private or public commercial enterprises, business practices or business arrangements affecting international trade which have the effect of interfering

with the purposes and policies of this Agreement.

ARTICLE III.

1. The Government of China undertakes to make all practicable efforts to improve commercial relations with other countries, including measures to improve the conditions affecting the carrying on of foreign trade by private enterprises in China.

2. The Government of China, in carrying out the provisions of paragraph 1 of this Article, will, among other measures, administer such import and exchange controls as are, or may be, made necessary by the exigencies of China's international balance of payments and the foreign exchange resources available to the Government of China, in a uniform, fair and equitable manner.

3. The Government of China and the Government of the United States of America will consult, upon the request of either, regarding any matter relating to the application of the provisions of this Article.

ARTICLE IV.

1. All commodities provided by the Government of the United States of America pursuant to this Agreement shall be processed and distributed by commercial enterprises or by private or Chinese Government agencies, and in accordance with terms and conditions, agreed upon from time to time between the Government of China and the Government of the United States of America.

2. The Government of China, in consultation with representatives of the United States of America, will take all appropriate steps designed to achieve fair and equitable distribution within the areas under its control of commodities provided by the Government of the United States of America pursuant to this Agreement and of similar commodities imported into China with other funds or produced locally. To the extent that circumstances and supply availabilities permit, a distribution and price control system shall be inaugurated

or maintained in urban centers of China with the intent of insuring that all classes of the population shall receive a fair share of imported or indigenously produced essential civilian supplies. In permitting expendable commodities made available under this Agreement to be utilized in support of the Chinese efforts to improve consumption and price controls, it is understood that the Government of the United States of America takes no responsibility for the success of these urban programs.

3. The prices at which supplies furnished by the United States of America pursuant to this Agreement will be sold in China shall be agreed upon between the Government of China and the Government of the United States of America.

ARTICLE V.

1. The provisions of this Article shall apply only with respect to assistance which may be furnished by the Government of the United States of America on a grant basis pursuant to this Agreement.

2. The Government of China agrees to establish a special account in the Central Bank of China in the name of the Government of China (hereinafter called the special account) and to make deposits in Chinese currency to this account as follows:

(a) The unencumbered balance at the close of business on the day of the signature of this Agreement in that special account in the Central Bank of China in the name of the Government of China established pursuant to the Agreement between the Government of China and the Government of the United States of America made on October 27, 1947, and any further sums which may from time to time be required by such Agreement to be deposited in that special account. It is understood that subsection (E) of Section 114 of the Foreign Assistance Act of 1948 constitutes the approval and determination of the Government of the United States of America with respect to the disposition

of such balance referred to in that Agreement, and

(b) The unencumbered balances of the deposits made by the Government of China pursuant to the exchange of notes between the two Governments dated April 30, 1948.

(c) Amounts commensurate with the indicated dollar cost to the Government of the United States of America of commodities, services and technical information (including any costs of processing, storing, transporting, repairing or other services incident thereto) made available to China on a grant basis pursuant to this Agreement less, however, the amount of deposits made pursuant to the exchange of notes referred to in sub-paragraph (b). The Government of the United States of America shall from time to time notify the Government of China of the indicated dollar cost of any such commodities, services and technical information and the Government of China will deposit in the special account at such times as may be specified by the Government of the United States of America a commensurate amount of Chinese currency computed at a rate of exchange to be agreed upon between the Government of China and the Government of the United States of America. The Government of China will upon the request of the Government of the United States of America make advance deposits in the special account which shall be credited against subsequent notifications pursuant to this paragraph.

3. The Government of the United States of America will from time to time notify the Government of China of its requirements for administrative expenditures in Chinese currency within China incident to operations under the China Aid Act of 1948 and the Government of China will thereupon make such sums available out of any balances in the special account in the manner requested by the Government of the United States of America in the notification.

4. The Government of China will further make such sums of Chinese currency available out of any balances in the special account as may be required to cover: A. Expenditures required to carry out the purposes of the Joint Commission on Rural Reconstruction in China as provided for by Section 407 of the China Aid Act of 1948; and B. Costs (including port, storage, handling and similar charges) of transportation from any point of entry in China to the consignee's designated point of delivery in China of such relief supplies and packages as are referred to in Article VII.

5. The Government of China shall dispose of any remaining balance in the special account only for such purposes as may be agreed from time to time with the Government of the United States of America including in particular: A. Sterilization as a measure of monetary and financial stabilization; B. Expenditures incident to the stimulation of productive activity and the development of new sources of wealth including materials which may be required in the United States of America because of deficiencies or potential deficiencies in the resources of the United States of America; C. Expenditures upon projects or programs the external costs of which are being covered in whole or in part by assistance rendered by the Government of the United States of America or by loans from the International Bank for Reconstruction and Development; or D. Expenditures upon uncompleted relief or work relief projects undertaken pursuant to the Agreement between the Governments of China and of the United States of America of October 27, 1947.

6. The Government of China will maintain the value in terms of United States dollar equivalent of such amount of the special account as is: A. Indicated by the Government of the United States of America as necessary for administrative expenditures referred to in paragraph 3 of this Article; B. Required for the purposes of paragraph 4 of this Article; and C. Agreed between the two Governments to be necessary to

defray the expenses in Chinese currency associated with reconstruction projects or programs the external costs of which are met in whole or in part by assistance rendered by the Government of the United States of America pursuant to the Agreement. The Government of China will carry out this provision by depositing such additional amounts of Chinese currency as the Government of the United States of America may from time to time determine after consultation with the Government of China.

7. Any unencumbered balance remaining in the special account on April 3, 1949, shall be disposed of within China for such purposes as may hereafter be agreed between the Governments of China and of the United States of America, it being understood that the agreement of the United States of America shall be subject to approval by act or joint resolution of the Congress of the United States of America.

ARTICLE VI.

1. The Government of China will facilitate the transfer to the United States of America for stockpiling or other purposes of materials originating in China which are required by the United States of America as a result of deficiencies or potential deficiencies in its own resources upon such reasonable terms of sale, exchange, barter or otherwise and in such quantities and for such period of time as may be agreed to between the Governments of China and of the United States of America after due regard for the reasonable requirements of China for domestic use and commercial export of such materials. The Government of China will take such specific measures as may be necessary to carry out the provisions of this paragraph. The Government of China will, when so requested by the Government of the United States of America, enter into negotiations for detailed arrangements necessary to carry out the provisions of this paragraph.

2. The Government of China will, when so requested by the Government of the United States of

America, negotiate such arrangements as are appropriate to carry out the provisions of paragraph (9) of subsection 115(B) of the Foreign Assistance Act of 1948 which relates to the development and transfer of materials required by the United States of America.

3. The Government of China, when so requested by the Government of the United States of America, will cooperate, wherever appropriate, to further the objectives of paragraphs 1 and 2 of this Article in respect of materials originating outside of China.

ARTICLE VII.

The Government of China will, when so requested by the Government of the United States of America, enter into negotiations for agreements (including the provisions of duty free treatment under appropriate safeguards) to facilitate the entry into China of supplies of relief goods donated to or purchased by United States voluntary non-profit relief agencies and of relief packages originating in the United States of America and consigned to individuals residing in China.

ARTICLE VIII.

1. The two Governments will, upon the request of either of them, consult regarding any matter relating to the application of this Agreement or to operations or arrangements carried out pursuant to this Agreement.

2. The Government of China will communicate to the Government of the United States of America in a form and at intervals to be indicated by the latter after consultation with the Government of China:

(a) detailed information regarding projects, programs and measures proposed or adopted by the Government of China to carry out the provisions of this Agreement;

(b) full statements of operations under this Agreement, including a statement of the use of funds, commodities and services received thereunder, such

statements to be made in each calendar quarter;

(c) information regarding its economy and any other relevant information which the Government of the United States of America may need to determine the nature and scope of operations, and to evaluate the effectiveness of assistance furnished or contemplated under this Agreement.

3. The Government of China will assist the Government of the United States of America to obtain information relating to the materials originating in China referred to in Article VI which is necessary to the formulation and execution of the arrangements provided for in that Article.

ARTICLE IX.

1. The Government of China will keep the people of China fully informed of the progress achieved by the Government of China in implementing the undertakings contained in this Agreement designed to achieve more stable economic conditions in China, and it will provide continuously information to the people of China regarding the nature and extent of assistance furnished pursuant to this Agreement. It will make such information available to the media of public information and will take practicable steps to ensure that appropriate facilities are provided for the dissemination of such information.

2. The Government of the United States of America will encourage the dissemination of such information and will make it available to the media of public information.

3. The Government of China will make public in China in each calendar quarter full statements of operations under this Agreement, including information as to the uses of funds, commodities and services received.

ARTICLE X.

1. The Government of China agrees to receive a Special Mission for Economic Cooperation which

will discharge the responsibilities of the Government of the United States of America in China under this Agreement.

2. The Government of China will, upon appropriate notification from the Ambassador of the United States of America in China, consider the Special Mission and its personnel as part of the Embassy of the United States of America in China for the purposes of enjoying the privileges and immunities accorded to that Embassy and its personnel of comparable rank. The Government of China will further accord appropriate courtesies to the members and staff of the Joint Committee on Foreign Economic Cooperation of the Congress of the United States of America and will grant them the facilities and assistance necessary to the effective performance of their responsibilities.

3. The Government of China will extend full cooperation to the Special Mission and to the members and staff of the Joint Committee. Such cooperation shall include the provision of all information and facilities necessary to the observation and review of the carrying out of this Agreement, including the use of assistance furnished under it.

ARTICLE XI.

1. The Governments of China and of the United States of America agree to submit to the decision of the International Court of Justice any claim espoused by either Government on behalf of one of its nationals against the other Government for compensation for damage arising as a consequence of governmental measures (other than measures concerning enemy property or interests) taken after April 3, 1948 by the other Government and affecting property or interests of such national including contracts with or concessions granted by duly authorized authorities of such other Government. It is understood that the undertaking of each Government in respect of claims espoused by the other Government pursuant to this paragraph is made in the case of each Government under the

authority of and is limited by the terms and conditions of such effective recognition as it has heretofore given to the compulsory jurisdiction of the International Court of Justice under Article 36 of the Statute of the Court. The provisions of this paragraph shall be in all respects without prejudice to other rights of access, if any, of either Government to the International Court of Justice or to the espousal and presentation of claims based upon alleged violations by either Government of rights and duties arising under treaties, agreements or principles of international law.

2. The Governments of China and of the United States of America further agree that such claims may be referred in lieu of the Court to any arbitral tribunal mutually agreed upon.

3. It is further understood that neither Government will espouse a claim pursuant to this Article unless the national concerned has exhausted the remedies available to him in the administrative and judicial tribunals of the country in which the claim exists.

ARTICLE XII.

1. This Agreement shall become effective on this day's date. It shall remain in force until June 30, 1950 and, unless at least six months before June 30, 1950, either Government shall have given the other notice in writing of intention to terminate the Agreement on that date, it shall remain in force thereafter until the expiration of six months from the date on which such notice shall have been given. Article V shall remain in effect until all the sums in the currency of China required to be disposed of in accordance with its own terms have been disposed of as provided in such Article.

2. This Agreement may be amended at any time by agreement between the two Governments.

3. The Annex to this Agreement forms an integral part thereof.

4. This Agreement shall be registered with the Secretary-General of the United Nations.

In witness whereof the respective representatives duly authorized for the purpose have signed the present Agreement.

Done at Nanking in duplicate in the Chinese and English languages, both texts authentic, this third day of the seventh month of the thirty-seventh year of the Republic of China, corresponding to the third day of July 1948.

(Signed) WANG Shih-chieh

For the Government of
the Republic of China.

(Signed) J. Leighton STUART

For the Government of the
United States of America.

A N N E X.

1. It is understood that the requirements of paragraph 1 (a) of Article II, relating to the adoption of measures for the efficient use of resources would include, with respect to commodities furnished under the Agreement, effective measures for safeguarding such commodities and for preventing their diversion to illegal or irregular markets or channels of trade.

2. It is understood that the Government of China will not be requested, under paragraph 2 (a) of Article VIII to furnish detailed information about minor projects or confidential commercial or technical information the disclosure of which would injure legitimate commercial interests.

3. It is understood that the Government of the United States of America in making the notifications referred to in paragraph 2 of Article X would bear in mind the desirability of restricting, so far as practicable, the number of officials for whom full diplomatic privileges would be requested. It is also understood that the detailed application of Article X would, when necessary, be the subject of inter-governmental discussion.

(Signed) WANG Shih-chieh

(Signed) J. Leighton STUART

Nanking, July 3, 1948

EXCHANGE OF NOTES

(I) NOTE FROM THE AMBASSADOR OF THE UNITED STATES OF AMERICA TO THE MINISTER FOR FOREIGN AFFAIRS OF THE REPUBLIC OF CHINA

American Embassy
Nanking, July 3, 1948

Excellency:

I have the honor to refer to the conversations which have recently taken place between representatives of our two Governments on the conclusion of a bilateral agreement relative to the American Aid to China and to confirm the understanding reached as a result of these conversations as follows:

1. For such time as either the Government of the United States of America or the Government of the Republic of China participates in the occupation or control of any areas in Western Germany or the Free Territory of Trieste, the other Government will apply to the merchandise trade of such areas the provisions of the General Agreement on Tariffs and Trade dated October 30, 1947, as now or hereafter amended, relating to most favored nation treatment.

2. The undertaking in point 1 above will apply on the part of the Government of the United States of America or the Government of China to the merchandise trade of any area referred to therein only for such time and to such extent as such area accords reciprocal most favored nation treatment to the merchandise trade of the United States of America or China respectively.

3. The undertakings in points 1 and 2, above, are entered into in the light of the absence at the present time of effective or significant tariff barriers to imports into the areas herein concerned. In the event that such tariff barriers are imposed, it is understood that such undertakings shall be without prejudice to the

application of the principles set forth by the Havana Charter for an International Trade Organization relating to the reduction of tariffs on a mutually advantageous basis.

4. It is recognized that the absence of a uniform rate of exchange for the currency of the areas in Western Germany referred to in point 1, above, may have the effect of indirectly subsidizing the exports of such areas to an extent which it would be difficult to calculate exactly. As long as such a condition exists, and if consultation with the Government of the United States of America fails to reach an agreed solution to the problem, it is understood that it would not be inconsistent with the undertaking in point 1 for the Government of China to levy a countervailing duty on imports of such goods equivalent to the estimated amount of such subsidization, where the Government of China determines that the subsidization is such as to cause or threaten material injury to an established domestic industry or is such as to prevent or materially retard the establishment of a domestic industry.

5. The undertakings in this note shall remain in force until January 1, 1951, and unless at least six months before January 1, 1951, either Government shall have given notice in writing to the other of intention to terminate these undertakings on that date, they shall remain in force thereafter until the expiration of six months from the date on which such notice shall have been given.

Please accept, Excellency, the renewed assurances of my highest consideration.

(Signed) J. Leighton STUART

His Excellency
Dr. Wang Shih-chieh,
Minister for Foreign Affairs,
Ministry of Foreign Affairs,
NANKING.

(II) NOTE FROM THE MINISTER FOR FOREIGN
AFFAIRS OF THE REPUBLIC OF CHINA TO
THE AMBASSADOR OF THE UNITED STATES
OF AMERICA

Nanking, July 3, 1948

Excellency,

I have the honor to acknowledge receipt of Your Excellency's Note reading as follows:

"I have the honor to refer to the conversations which have recently taken place between representatives of our two Governments on the conclusion of a bilateral agreement relative to the American Aid to China and to confirm the understanding reached as a result of these conversations as follows:

"1. For such time as either the Government of the United States of America or the Government of the Republic of China participates in the occupation or control of any areas in Western Germany or the Free Territory of Trieste, the other Government will apply to the merchandise trade of such areas the provisions of the General Agreement on Tariffs and Trade dated October 30, 1947, as now or hereafter amended, relating to most favored nation treatment.

"2. The undertaking in point 1 above will apply on the part of the Government of the United States of America or the Government of China to the merchandise trade of any area referred to therein only for such time and to such extent as such area accords reciprocal most favored nation treatment to the merchandise trade of the United States of America or China respectively.

"3. The undertakings in points 1 and 2, above, are entered into in the light of the absence at the

present time of effective or significant tariff barriers to imports into the areas herein concerned. In the event that such tariff barriers are imposed, it is understood that such undertakings shall be without prejudice to the application of the principles set forth by the Havana Charter for an International Trade Organization relating to the reduction of tariffs on a mutually advantageous basis.

“4. It is recognized that the absence of a uniform rate of exchange for the currency of the areas in Western Germany referred to in point 1, above, may have the effect of indirectly subsidizing the exports of such area to an extent which it would be difficult to calculate exactly. As long as such a condition exists, and if consultation with the Government of the United States of America fails to reach an agreed solution to the problem, it is understood that it would not be inconsistent with the undertaking in point 1 for the Government of China to levy a countervailing duty on imports of such goods equivalent to the estimated amount of such subsidization, where the Government of China determines that the subsidization is such as to cause or threaten material injury to an established domestic industry or is such as to prevent or materially retard the establishment of a domestic industry.

“5. The undertakings in this note shall remain in force until January 1, 1951, and unless at least six months before January 1, 1951, either Government shall have given notice in writing to the other of intention to terminate these undertakings on that date, they shall remain in force thereafter until the expiration of six months from the date on which such notice shall have been given.”

I have the honor to confirm the above understandings.

Please accept, Excellency, the renewed assurances

of my highest consideration.

(Signed) WANG Shih-chieh

His Excellency

Dr. J. Leighton Stuart,

Ambassador Extraordinary & Plenipotentiary

of the United States of America

to the Republic of China,

NANKING.

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ECONOMIC AID AGREEMENT
BETWEEN
THE REPUBLIC OF CHINA
AND
THE UNITED STATES OF AMERICA