

4930237 (3)
PD-AAD-704

AID 1930-1
(8-63)

PROAG

PROJECT AGREEMENT
BETWEEN THE DEPARTMENT OF STATE, AGENCY FOR INTERNATIONAL DEVELOPMENT (AID),
AN AGENCY OF THE GOVERNMENT OF THE UNITED STATES OF AMERICA, AND

DEPARTMENT OF TECHNICAL AND ECONOMIC COOPERATION
AN AGENCY OF THE GOVERNMENT OF THAILAND

The above-named parties hereby mutually agree to carry out a project in accordance with the terms set forth herein and the terms set forth in any annexes attached hereto, as checked below:

- Project Description Annex A Foreign Currency Standard Provisions Annex
 Standard Provisions Annex Special Loan Provisions Annex

1. Project/Activity No. 493-11-460-237 PAGE 1 OF 4 PAGES

2. Agreement No. 237-3010 3. Original or Revision No. _____

4. Project/Activity Title
Labor Training Management 16 p.

This Project Agreement is further subject to the terms of the following agreement between the two governments, as modified and supplemented:

ECONOMIC & TECHNICAL COOPERATION AGREEMENT DATED SEPTEMBER 19, 1950

5. Project Description and Explanation
(See Annex A attached)

MEMORANDUM OF AGREEMENT AS TO CONDUCT OF COUNTERPART PROGRAMS, DATED JULY 27, 1955

6. AID Appropriation Symbol 72-1131006 7. AID Allotment Symbol 356-50-493-00-69-31

(other)

8. AID FINANCING	Previous Total (A)	Increase (B)	Decrease (C)	Total to Date (D)
<input checked="" type="checkbox"/> Dollars <input type="checkbox"/> Local Currency				

(a) Total		41,000		41,000
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(b) Contract Services PASA		41,000		41,000
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(c) Commodities				
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(d) Other Costs				
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9. COOPERATING AGENCY FINANCING Dollar Equivalent
100.00 = ฿20.00

(a) Total CF		\$ 10,393 ฿207,860		\$ 10,393 ฿207,860
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(b) Technical and Other Services TF		\$ 6,250 ฿125,000		\$ 6,250 ฿125,000
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(c) Commodities PA		\$ 4,143 ฿ 82,860		\$ 4,143 ฿ 82,860
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(d) Other Costs				
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10. Special Provisions (Use Additional Continuation Sheets, if Necessary)

AD/M *[Signature]*

LA *[Signature]*

AD/PA *[Signature]*

AD/P *[Signature]*

AD/F *[Signature]*

DTEC/P *[Signature]*

Dept. of Labor

11. Date of Original Agreement October 2, 1972	12. Date of This Revision	13. Final Contribution Date October 2, 1975
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14. For the Cooperating Government or Agency
[Signature]
SIGNATURE: Piew Phusavat DATE: 10/2/72
TITLE: Director-General, DTEC

15. For the Agency for International Development
[Signature]
SIGNATURE: Rey M. Hill DATE: 10/2/72
TITLE: Director, USOM/Thailand

AID 1330-1A (8-63) PROAG CONTINUATION SHEET ANNEX <u>"A"</u>	PROJECT AGREEMENT BETWEEN AID AND DEPARTMENT OF TECHNICAL AND ECONOMIC COOPERATION AN AGENCY OF THE GOVERNMENT OF THAILAND	1. Project/Activity No. 493-11-460-237	PAGE <u>2</u> OF <u>5</u> PAGES
		2. Agreement No. 237-3010	3. <input checked="" type="checkbox"/> Original or Revision No. _____
		3. Project/Activity Title Labor Training and Management	

I. Project Description and Explanation

A. Background

1. This new project, which is a follow-on to a former project related to planning and drafting of labor legislation, supports efforts of the Department of Labor (DOL), Ministry of Interior (MOI), Royal Thai Government (RTG), to develop the capability of dealing with manpower problems of the 70's resulting from rapid growth of the labor force.

Special responsibility to develop action and information programs in this area has been delegated to the DOL by the RTG.

2. The project will be implemented over a period of three years beginning in FY 1973; U.S. dollars will be obligated over a period of two years (FY 1973-74), depending on availability of funds. During the period of implementation technical advisors will be provided in the fields of workmen's compensation fund operations, employment service administration, and general department of labor administration.

B. Purpose of this Agreement is to set forth the understanding of the RTG and USG with regard to their respective contributions to the project

II. United States Government Contributions

A. Pursuant to this Agreement the USG will provide the services of a Workmen's Compensation Advisor estimated to cost not to exceed \$41,000 for the first year.

B. The advisor will assist the Director-General, DOL; the Fund Manager, DOL; and other selected officials to develop policies and procedures related to the new fund, and will also assist in resolution of day to day operational problems. For additional information see PIO/T 30005.

III. Royal Thai Government Contributions

A. The RTG will provide local currency in the amount of $\text{฿}125,000$ to pay the estimated local costs of the advisory services and will;

For the Cooperating Government or Agency	For the Agency for International Development
SIGNATURE: _____ DATE: _____	SIGNATURE: _____ DATE: _____
TITLE: _____	TITLE: _____

PROJECT AGREEMENT
BETWEEN AID AND
DEPARTMENT OF TECHNICAL AND ECONOMIC
COOPERATION
AN AGENCY OF THE GOVERNMENT OF
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1. Project/Activity No.
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PAGE 3 OF 5 PAGES

2. Agreement No.
237- 3010

3. Original or
Revision No. _____

3. Project/Activity Title
Labor Training and Management

B. Provide Thai colleagues to consult with the advisor, as follows:

1. Primary Liaison Official -- Director General, DOL.
2. Primary Working Level Official -- Fund Manager, DOL.
3. Other Working Level Officials -- Fund Staff, DOL.

C. The RTG will provide Project Account $\text{฿}82,860$ to pay for the items detailed in the Project Account Budget, Annex C, required for the project.

IV. Summary Table of Funds

	<u>Original</u>	<u>Total To Date</u>
A. <u>U.S. Dollar Contribution</u>	<u>\$41,000</u>	<u>\$41,000</u>
PASA: Workmen's Compensation Advisor	41,000	41,000
B. <u>Local Currency Funds</u>	<u>(\$ 10,393)</u>	<u>(\$ 10,393)</u>
<u>Trust Funds</u>	<u>฿207,860</u>	<u>฿207,860</u>
Trust Funds	(\$ 6,250)	(\$ 6,250)
PASA: Workmen's Compensation Advisor	฿125,000	฿125,000
Project Account	(\$ 4,143)	(\$ 4,143)
	฿ 82,860	฿ 82,860

V. Special Provisions

None

FOR THE DEPARTMENT OF LABOR:

Lauri Arinane

Title: Director-General

Date: October 2, 1972

For the Cooperating Government of Agency

SIGNATURE: *Piew Phusavat* DATE: 10/2/72
TITLE: Director-General, DTEC

For the Agency for International Development

SIGNATURE: *Rey M. Hill* DATE: 10/2/72
TITLE: Director, USOM/Thailand

AID 1330-1A
(8-63)

PROAG
CONTINUATION
SHEET

ANNEX "B"

PROJECT AGREEMENT
BETWEEN AID AND
DEPARTMENT OF TECHNICAL AND ECONOMIC
COOPERATION
AN AGENCY OF THE GOVERNMENT OF
THAILAND

1. Project/Activity No.
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2. Agreement No.
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3. Original or
Revision No. _____

3. Project/Activity Title
Labor Training and Management

TRUST FUND BUDGET

	<u>Code 21</u>	<u>Code 12</u>			<u>Total</u>
	<u>Per Diem and Travel</u>	<u>Temporary Lodging Allowance</u>	<u>Quarter Allowance</u>	<u>Education Allowance</u>	
U.S. Advisor	10,000	10,000	85,000	20,000	฿125,000

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: _____ DATE: _____

SIGNATURE: _____ DATE: _____

TITLE: _____

TITLE: _____

PROJECT AGREEMENT
BETWEEN AID AND
DEPARTMENT OF TECHNICAL AND ECONOMIC
COOPERATION
AN AGENCY OF THE GOVERNMENT OF
THAILAND

1. Project/Activity No.
493-11-460-237

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2. Agreement No.
237- 3010

3. Original or
Revision No. _____

3. Project/Activity Title
Labor Training and Management

Project Account for FY 1973 (B.E. 2516)

<u>Code</u>	<u>Description</u>	<u>Amount</u>
01	<u>Personal Services</u>	<u>฿59,500</u>
	1) one secretary (฿2,900 x 9 mos.)	26,100
	Severance Pay	5,800
	2) One secretary (฿2,300 x 12)	27,600
02	<u>Travel</u>	<u>฿11,360</u>
	For the officers as follows:	
	1) Per Diem (60 x 7 x 2 x 4)	3,360
	2) Travel (1,000 x 2 x 4)	8,000
06	<u>Printing and Reproduction</u>	<u>฿ 3,000</u>
	Binding of Books and publications	3,000
07	<u>Other Contractual Services</u>	<u>฿ 5,000</u>
	Translation of Labor legislations from English to Thai or from Thai to English	
08	<u>Supplies and Materials</u>	<u>฿ 4,000</u>
	Supplies for Office use.	4,000
	Total	<u><u>฿82,860</u></u>

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: _____ DATE: _____
TITLE: _____

SIGNATURE: _____ DATE: _____
TITLE: _____

PROAG

PROJECT AGREEMENT

**BETWEEN THE DEPARTMENT OF STATE, AGENCY FOR INTERNATIONAL DEVELOPMENT (AID),
AN AGENCY OF THE GOVERNMENT OF THE UNITED STATES OF AMERICA, AND**

DEPARTMENT OF TECHNICAL AND ECONOMIC COOPERATION

AN AGENCY OF THE GOVERNMENT OF THAILAND

The above-named parties hereby mutually agree to carry out a project in accordance with the terms set forth herein and the terms set forth in any annexes attached hereto, as checked below:

- Project Description Annex A Foreign Currency Standard Provisions Annex
 Standard Provisions Annex Special Loan Provisions Annex

This Project Agreement is further subject to the terms of the following agreement between the two governments, as modified and supplemented:

ECONOMIC & TECHNICAL COOPERATION AGREEMENT DATED SEPTEMBER 19, 1950

MEMORANDUM OF AGREEMENT AS TO CONDUCT OF COUNTERPART PROGRAMS, DATED JULY 24, 1955

(other)

1. Project/Activity No.
493-11-460-237

PAGE 1 OF 3 PAGES

2. Agreement No.
237-3010

3. Original or
Revision No. 1

4. Project/Activity Title

Labor Training & Management

5. Project Description and Explanation

(See Annex A attached)

6. AID Appropriation Symbol

72-1131006

7. AID Allotment Symbol

356-50-493-00-69-31

8. AID FINANCING

Dollars Local Currency

Previous Total (A)

Increase (B)

Decrease (C)

Total to Date (D)

(a) Total

41,000

2,000

43,000

(b) Contract Services PASA

41,000

41,000

(c) Commodities

(d) Other Costs PIO/P

2,000

2,000

9. COOPERATING AGENCY FINANCING Dollar Equivalent

\$1.00 = B20.00

(a) Total

CF

\$ 10,393
B207,860

\$ 10,393
B207,860

(b) Technical and Other Services

TF

\$ 6,250
B125,000

\$ 6,250
B125,000

(c) Commodities

PA

\$ 4,143
B 82,860

\$ 4,143
B 82,860

(d) Other Costs

10. Special Provisions (Use Additional Continuation Sheets, if Necessary)

AD/PA

AD/P

AD/F

DTEC/P

Dept. of Labor

11. Date of Original Agreement
October 2, 1972

12. Date of This Revision
October 31, 1972

13. Final Contribution Date
October 2, 1975

14. For the Cooperating Government or Agency

15. For the Agency for International Development

SIGNATURE: Piew Phusavat DATE: 10/31/72
TITLE: Director-General, DTEC

SIGNATURE: Rey M. Hill DATE: 10/31/72
TITLE: Director, USOM/Thailand

PROJECT AGREEMENT
BETWEEN AID AND
DEPARTMENT OF TECHNICAL AND ECONOMIC
COOPERATION

AN AGENCY OF THE GOVERNMENT OF
THAILAND

1. Project/Activity No.
493-11-460-237

PAGE 2 OF 3 PAGES

2. Agreement No.
237-3010

3. Original or
Revision No. 1

3. Project/Activity Title
Labor Training and Management

I. Project Description and Explanation

A. Background

Thailand faces a problem of employment generation. Studies strongly indicate that there exists severe underemployment and seasonal unemployment, particularly in the rural areas. However, a great deal more research needs to be done before the Royal Thai Government (RTG) has sufficient information to determine the full dimensions of the problem and devise and implement policies and projects to alleviate it. A greater awareness of the Thai employment problem among some government officials with responsibility in this area is also required.

One of the RTG officials most concerned with employment and in a position to educate others is the Dean of the Faculty of Economics, Thammasat University, Dr. Vinyu Vichit-Vadakan. The Fall 1972, "Executive Seminar on Employment Growth" given in Washington, D.C., jointly sponsored by the U.S. Department of Labor and the U.S. Agency for International Development, will give Dr. Vinyu the opportunity to exchange views and experiences on employment and manpower problems with high ranking officials of other Less Developed Countries and U.S. educators and government officials.

B. Purpose of this Agreement

The purpose of this agreement is to enable Dr. Vinyu Vichit-Vadakan, Dean, Faculty of Economics, Thammasat University, to attend a seminar on employment in the United States.

II. United States Government Contribution

Pursuant to this agreement the USG will provide funds to cover the costs of per diem, domestic travel (U.S.), books, tuition and miscellaneous costs, not to exceed \$2,000. See PIO/P 30536.

III. Royal Thai Government Contribution

The RTG will arrange and finance the costs of international travel for this participant.

For the Cooperating Government or Agency

SIGNATURE: _____ DATE: _____
TITLE: _____

For the Agency for International Development

SIGNATURE: _____ DATE: _____
TITLE: _____

PROJECT AGREEMENT
BETWEEN AID AND
DEPARTMENT OF TECHNICAL AND ECONOMIC
COOPERATION
AN AGENCY OF THE GOVERNMENT OF
THAILAND

1. Project/Activity No.
493-11-460-237

2. Agreement No.
237-3010

3. Original or
Revision No. 1

3. Project/Activity Title
Labor Training & Management

IV. Summary Table of Funds

	<u>Original</u>	<u>This Revision</u>	<u>Total To Date</u>
A. <u>U.S. Dollar Contribution</u>	\$41,000	2,000	\$43,000
PASA: Workmen's Compensation Advisor Participant	41,000	2,000	41,000 2,000
B. <u>Local Currency Funds</u>	(\$ 10,393) ฿207,860		(\$ 10,393) ฿207,860
Trust Funds	(\$ 6,250) ฿125,000		(\$ 6,250) ฿125,000
PASA: Workmen's Compensation Advisor			
Project Account	(\$ 4,143) ฿ 82,860		(\$ 4,143) ฿ 82,860

V. Special Provisions

None.

FOR THE DEPARTMENT OF LABOR:

Bon Udoy

Title: DEPUTY DIRECTOR-GENERAL

Date: 10/18/72

For the Cooperating Government or Agency

SIGNATURE: X Piew Phusavat DATE: 10/31/72
TITLE: Director-General, DTEC

For the Agency for International Development

SIGNATURE: Rey M. Hill DATE: 10/31/72
TITLE: Director, USOM/Thailand

PROAC

PROJECT AGREEMENT

**BETWEEN THE DEPARTMENT OF STATE, AGENCY FOR INTERNATIONAL DEVELOPMENT (AID),
AN AGENCY OF THE GOVERNMENT OF THE UNITED STATES OF AMERICA, AND**

DEPARTMENT OF TECHNICAL AND ECONOMIC COOPERATION

AN AGENCY OF THE GOVERNMENT OF THAILAND

The above-named parties hereby mutually agree to carry out a project in accordance with the terms set forth herein and the terms set forth in any annexes attached hereto, as checked below:

Project Description Annex A Foreign Currency Standard Provisions Annex

Standard Provisions Annex Special Loan Provisions Annex

This Project Agreement is further subject to the terms of the following agreement between the two governments, as modified and supplemented:

ECONOMIC & TECHNICAL COOPERATION AGREEMENT DATED SEPTEMBER 19, 1950

MEMORANDUM OF AGREEMENT AS TO CONDUCT OF COUNTERPART PROGRAMS, DATED JULY 24, 1953

(other)

1. Project/Activity No.
493-11-460-237

PAGE 1 OF 8 PAGES

2. Agreement No.
237-3010

3. Original or Revision No. 4

4. Project/Activity Title

Labor Training and Management

5. Project Description and Explanation

(See Annex A attached)

6. AID Appropriation Symbol
72-1131006

7. AID Allotment Symbol
356-50-493-00-69-31

8. AID FINANCING

Dollars Local Currency

Previous Total (A)

Increase (B)

Decrease (C)

Total to Date (D)

(a) Total

44,000

81,500

125,500

(b) Contract Services PASA

41,000

54,000

95,000

(c) Commodities

(d) Other Costs PIO/P

3,000

27,500

30,500

9. COOPERATING AGENCY FINANCING Dollar Equivalent

\$1.00 = ฿20.00

(a) Total

CF

\$ 10,393

฿207,860

\$ 7,280

฿145,600

\$ 17,673

฿353,460

(b) Technical and Other Services

TF

\$ 6,250

฿125,000

\$ 7,280

฿145,600

\$ 13,530

฿270,600

(c) Commodities

PA

\$ 4,143

฿ 82,860

\$ 4,143

฿ 82,860

(d) Other Costs

10. Special Provisions (Use Additional Continuation Sheets, if Necessary)

11. Date of Original Agreement
October 2, 1972

12. Date of This Revision
June 25, 1973

13. Final Contribution Date
October 2, 1975

14. For the Cooperating Government or Agency

15. For the Agency for International Development

SIGNATURE: Piew Phusavat DATE: 6/25/73
TITLE: Director-General, DTEC

SIGNATURE: Ray M. Hill DATE: 6/25/73
TITLE: Director, USOM/Thailand

O/EDI

P/TR

LA

AD/P

AD/M

AD/F

DTEC/P

Ministry

AID 1330-1A (8-63) PROAG CONTINUATION SHEET ANNEX <u>A</u>	PROJECT AGREEMENT BETWEEN AID AND DEPARTMENT OF TECHNICAL AND ECONOMIC COOPERATION AN AGENCY OF THE GOVERNMENT OF THAILAND	1. Project/Activity No. 493-11-460-237	PAGE <u>2</u> OF <u>8</u> PAGES
		2. Agreement No. 237-3010	3. <input type="checkbox"/> Original or Revision No. <u>4</u>
		3. Project/Activity Title Labor Training and Management	

I. PROJECT DESCRIPTION AND EXPLANATION

A. Background

Within the past 12 months extraordinary changes have occurred in Department of Labour (DOL) programs and responsibilities due to the enactment of several major pieces of labor legislation. In March 1972, the basic labor law was abolished and replaced by The Labor Relations/Protection Law which inter alia, tightened labor protection requirements, permitted the formation of Worker Associations for the first time in 16 years, authorized the establishment of a Workmen's Compensation Fund and authorized the establishment of a minimum wage. In December 1972, the Aliens Occupation Act was passed giving the DOL responsibility for issuing work permits and generally regulating the employment of non-Thais. Except for the labor protection provisions, each piece of legislation described above adds new responsibilities to the Department of Labour for large, complex programs in areas in which Thailand has had little experience or tradition.

Additionally, the Third-Five Year Economic and Social Development Plan, recognizing the employment and income problems inherent in Thailand's rapidly increasing population, placed high priority on employment promotion and more equitable income distribution. This places additional responsibility both directly and indirectly upon the Department of Labour, particularly on its public Employment Service and upon its labor studies and statistics programs.

USOM assistance to the DOL began in 1967, two years after it became independent of the Department of Public Welfare. An AID labor consultant, Dr. Edgar McVoy, recommended a program of assistance designed to provide the new department with operational competence. Special emphasis was given in his recommendation to assisting the RTG in drafting a labor relations bill more suitable to Thailand's current needs and to modernize the Employment Service.

For the Cooperating Government/ or Agency SIGNATURE: _____ DATE: _____ TITLE: _____	For the Agency for International Development SIGNATURE: _____ DATE: _____ TITLE: _____
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AID 1330-1A (10-83) PROAG CONTINUATION SHEET ANNEX <u>A</u>	PROJECT AGREEMENT BETWEEN AID AND DEPARTMENT OF TECHNICAL AND ECONOMIC COOPERATION AN AGENCY OF THE GOVERNMENT OF THAILAND	1. Project/Activity No. 493-11-460-237	PAGE <u>3</u> OF <u>8</u> PAGES
		2. Agreement No. 237-3010	3. <input type="checkbox"/> Original or Revision No. <u>4</u>
		3. Project/Activity Title Labor Training and Management	

Since that time, the Labor Relations/Protections Bill has been passed, the Employment Service has been reorganized and expanded, a Workmen's Compensation Fund has been planned in detail, occupational health and safety regulations were drafted, test development research has begun, vocational counseling and guidance systems have been installed, and assistance provided for upgrading the labour statistics program. In each case plans have been laid to further train the administrators and technicians responsible for managing these programs.

The United Nations Development Programme (UNDP) and International Labour Organization (ILO) are major donors to the Department of Labour, particularly in its manpower training program. The UNDP has provided several million dollars to build and equip a training institute and the ILO has provided more than 12 long-term vocational training advisors. Assistance has also been received from The Asia Foundation, Asian Labor Education Center, Colombo Plan, and others. Close coordination among donors has been maintained.

B. Goal and Purpose

The ultimate goal to which this project is intended to contribute is to promote balanced economic growth and social stability within Thailand by providing an RTG system within which workers can improve the quality of their lives, increase their participation in the development process, and increase their productivity.

The purpose of the project funded under this Agreement is to upgrade the DOL's ability in several areas, including a) planning and developing a Worker-Management Education program to improve the understanding of labor laws and to advise concerned parties of their respective rights, privileges and responsibilities, b) continuing assistance to the public Employment Service in its modernization and expansion, particularly with regard to services provided to upcountry workers and employers, c) assisting in the development and operation of the Workmen's Compensation Fund program, and d) providing DOL staff with training in administering such manpower programs as occupational health and safety, manpower planning, labor-management relations and vocational testing and counseling.

Specifically, this Revision sets forth the responsibilities of the RTG & USOM with respect to implementation of the Labor Training and Management Project in FY 1973 and states the terms and conditions connected with their participation. It also sets forth the agreed upon targets for this project in FY 1973.

For the Cooperating Government or Agency SIGNATURE: _____ DATE: _____ TITLE: _____	For the Agency for International Development SIGNATURE: _____ DATE: _____ TITLE: _____
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**PROJECT AGREEMENT
BETWEEN AID AND
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COOPERATION
AN AGENCY OF THE GOVERNMENT OF
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1. Project/Activity No. 493-11-460-237	PAGE <u>4</u> OF <u>8</u> PAGES
2. Agreement No. 237-3010	3. <input type="checkbox"/> Original or Revision No. <u>4</u>
3. Project/Activity Title Labor Training and Management	

C. Progress to Date

1. During the past year additional Employment Service offices were opened in Udorn, Ubon, Pattani and Chiang Mai. However, each of these offices is inadequately staffed and in some cases the staff is inadequately trained.
2. A Worker Education Program was begun late in 1972 for the purpose of informing workers, employers and government officials of their rights and responsibilities under the new Labor Law. Seven different courses have been given, providing training to 228 individuals. A USOM short-term advisory candidate is now being considered by the Department of Labour to assist in the further development of this program.
3. Four new staff members have been recruited since January, 1972 for the Workmen's Compensation Fund. These are being trained in fund procedures by the Division Chief. One other staff member is presently in the U.S. studying financial management in a special academic-OJT program. The U.S. Department of Labor is currently recruiting a long term advisor to assist in implementing fund operations.
4. Inter-area placement and uniform statistical reporting systems were installed in each of the 18 Employment Service offices. The Labour Market Information publication has not yet been extended to upcountry offices and the manual of operations is only about 50% complete.
5. During 1972 the Labour Studies and Statistics Division added about 30 staff members to bring its present strength up to approximately 100.
6. The Labor Relations-Labor Protection Division added 9 staff members during the year to bring its total up to 47. A Worker Association Registration office with 12 staff members has also been organized and is operational.

D. Project Targets for FY 1973

1. The Worker Education program will be expanded and improved through a program of advisory and training assistance. Funds for a USOM advisor were made available in FY 1972.

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: _____ DATE: _____
TITLE: _____

SIGNATURE: _____ DATE: _____
TITLE: _____

PROJECT AGREEMENT
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COOPERATION

AN AGENCY OF THE GOVERNMENT OF
THAILAND

1. Project/Activity No.
493-11-460-237

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2. Agreement No.
237-3010

3. Original or
Revision No. 4

3. Project/Activity Title

Labor Training and Management

2. In FY 1973, through a previous revision to this ProAg, USOM funded a long-term U.S. advisor to assist in implementation and management of the Workmen's Compensation Fund to provide advice on fiscal policy and management practices to assure the financial security of the fund. The advisor is expected around the beginning of FY 1974. Both academic and non-academic training will continue to be provided to the Fund's staff.

3. Intensive assistance by the USOM Labor Department advisor will be provided to the new Chief of the Employment Service Division (appointed January, 1973) to familiarize him with modern techniques and practices and to unify and upgrade the Employment Service into an integrated network of offices. It is anticipated that the appointment of the new Division Chief will permit a more rapid development of the Employment Service than has been possible in recent years.

4. A research project, partially funded by USOM to develop tests for the use of the Employment Service has begun. The purpose of the research is to develop an Interest Check List and Oral Trade Questions useful in placement and counseling of Employment Service applicants. USOM will provide funds for one short-term (two months) adviser to assist the Department of Labour in the above on going activity (See Part II A. below).

5. An assessment of DOL's statistical programs has been made by a TDY USOM Advisor in mid-FY 73. He recommended ways in which the operation of the Division could be improved, giving particular emphasis to problems in planning statistical surveys and in analyzing statistical data.

II. UNITED STATES GOVERNMENT (USG) PARTICIPATION

Pursuant to this Revision, the USG will:

A. Advisory Services - provide up to \$54,000 for U.S. advisors under Participating Agency Service Agreement with the U.S. Department of Labor as follows: \$46,000 for the final year of funding for the advisor to the Labor Department and \$8,000 for a Counseling and Testing Advisor. The latter advisor will work for two months to assist the Employment Service to develop tests for employment applicants.

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: _____ DATE: _____

SIGNATURE: _____ DATE: _____

TITLE: _____

TITLE: _____

PROJECT AGREEMENT
BETWEEN AID AND
DEPARTMENT OF TECHNICAL AND ECONOMIC
COOPERATION

AN AGENCY OF THE GOVERNMENT OF
THAILAND

1. Project/Activity No.
493-11-460-237

PAGE 6 OF 8 PAGES

2. Agreement No.
237-3010

3. Original or
Revision No. 4

3. Project/Activity Title

Labor Training and Management

B. Participants - provide up to \$27,500 in participant training opportunities in the United States and Malaysia for officials of the RTG Department of Labour. Three participants will receive academic and/or on-the-job training in technical aspects of Workmen's Compensation Fund administration with U.S. Six DOL officials will study governmental policy in Malaysia and its implementation in Labor-Management relations. Three additional participants will receive practical observation tours to the U.S. in various operational responsibilities of the DOL. (See Annex B for details).

III. ROYAL THAI GOVERNMENT (RTG) PARTICIPATION

Pursuant to this Revision, the RTG will provide up to \$145,600 (\$7,280) in local support costs for the advisors. Other RTG participation has been provided in the original FY 1973 Project Agreement.

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: _____ DATE: _____
TITLE: _____

SIGNATURE: _____ DATE: _____
TITLE: _____

**PROJECT AGREEMENT
BETWEEN AID AND
DEPARTMENT OF TECHNICAL AND ECONOMIC
COOPERATION**

**AN AGENCY OF THE GOVERNMENT OF
THAILAND**

1. Project/Activity No.
493-11-460-237

PAGE 7 OF 8 PAGES

2. Agreement No.
237-3010

3. Original or
Revision No. 4

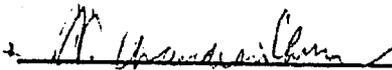
3. Project/Activity Title

Labor Training and Management

IV. SUMMARY TABLE OF FUNDS

	<u>Previous Revisions</u>	<u>This Revision</u>	<u>Total To Date</u>
A. <u>U.S. Contribution</u>	<u>\$44,000</u>	<u>\$81,500</u>	<u>\$125,500</u>
PASA	\$41,000	\$54,000	\$ 95,000
Commodities			
Participants	3,000	27,500	30,500
B. <u>RTG Contribution</u>	<u>(\$ 10,393)</u>	<u>(\$ 7,280)</u>	<u>(\$ 17,673)</u>
<u>RTG Contribution</u>	<u>฿207,860</u>	<u>฿145,600</u>	<u>฿353,460</u>
Trust Fund	<u>(\$ 6,250)</u>	<u>(\$ 7,280)</u>	<u>(\$ 13,530)</u>
	<u>฿125,000</u>	<u>฿145,600</u>	<u>฿270,600</u>
Project Account	<u>(\$ 4,143)</u>		<u>(\$ 4,143)</u>
	<u>฿ 82,860</u>		<u>฿ 82,860</u>

FOR THE DEPARTMENT OF LABOR:



Title: _____

Date: June 25, 1973

For the Cooperating Government of Agency

SIGNATURE: Piew Phusavat DATE: 6/25/73
TITLE: Director-General, DTEC

For the Agency for International Development

SIGNATURE: Rey M. Hill DATE: 6/25/73
TITLE: Director, USOM/Thailand

PROAG
CONTINUATION
SHEET

ANNEX A

PROJECT AGREEMENT
BETWEEN AID AND
DEPARTMENT OF TECHNICAL AND ECONOMIC
COOPERATION

AN AGENCY OF THE GOVERNMENT OF
THAILAND

1. Project/Activity No.
493-11-460-237

PAGE 8 OF 8 PAGES

2. Agreement No.
237-3010

3. Original or
Revision No. 4

3. Project/Activity Title

Labor Training and Management

PARTICIPANT TRAINING SCHEDULE

<u>No. of Participants</u>	<u>Field of Study</u>	<u>Weeks</u>	<u>U.S., TCT</u>	<u>Dollar Cost</u>
1	Workmen's Compensation	30	U.S.	\$ 5,000
2	Workmen's Compensation	10	U.S.	6,000
1	Manpower Research Techniques	12	U.S.	3,500
1	Labor Management Relations	12	U.S.	3,500
1	Women's & Children Affairs	12	U.S.	3,500
6	Labor Management Relations, in Malaysia & Singapore	7	TC	6,000

				\$27,500
				=====

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: _____ DATE: _____

SIGNATURE: _____ DATE: _____

TITLE: _____

TITLE: _____

PROAG

4930237(4)
PD-AAD-704

PROJECT AGREEMENT
BETWEEN THE DEPARTMENT OF STATE, AGENCY FOR INTERNATIONAL DEVELOPMENT (AID),
AN AGENCY OF THE GOVERNMENT OF THE UNITED STATES OF AMERICA, AND

DEPARTMENT OF TECHNICAL AND ECONOMIC COOPERATION
AN AGENCY OF THE GOVERNMENT OF THAILAND

The above-named parties hereby mutually agree to carry out a project in accordance with the terms set forth herein and the terms set forth in any annexes attached hereto, as checked below:

- Project Description Annex A Foreign Currency Standard Provisions Annex
 Standard Provisions Annex Special Loan Provisions Annex

This Project Agreement is further subject to the terms of the following agreement between the two governments, as modified and supplemented:

ECONOMIC & TECHNICAL COOPERATION AGREEMENT DATED SEPTEMBER 19, 1950

MEMORANDUM OF AGREEMENT AS TO CONDUCT OF COUNTERPART PROGRAMS, DATED JULY 24, 1955

(other) Memo of Understanding (Trust Fund), June 11, 1968

1. Project/Activity No.
493-11-460-237

PAGE 1 OF 8 PAGES

2. Agreement No.
237-4011

3. Original or Revision No. 3

4. Project/Activity Title
Labor Training and Management (Workmen's Compensation Advisor) 10p.

5. Project Description and Explanation

(See Annex A attached)

6. AID Appropriation Symbol

72-1141006

7. AID Allotment Symbol

456-50-493-00-69-41

8. AID FINANCING

Dollars Local Currency

Previous Total (A)

Increase (B)

Decrease (C)

Total to Date (D)

(a) Total

9,800

50,000

59,800

(b) Contract Services PASA

9,800

50,000

59,800

(c) Commodities

(d) Other Costs

9. COOPERATING AGENCY FINANCING Dollar Equivalent

\$1.00 = ฿20.00

(a) Total

CF

\$ 4,340

฿86,800

\$ 2,840

฿41,680

\$ 7,180

฿128,480

(b) Technical and Other Services

TF

\$ 3,000

฿60,000

\$ 2,000

฿ 40,000

\$ 5,000

฿100,000

(c) Commodities

PA

\$ 1,340

฿26,800

\$ 840

฿ 1,680

\$ 2,180

฿28,480

(d) Other Costs

O/ED *[Signature]*

LA *[Signature]*

AD/P *[Signature]*

AD/F *[Signature]*

DTEC/P *[Signature]*

[Signature]
DOL

10. Special Provisions (Use Additional Continuation Sheets, if Necessary)

This Revision provides funds for the second year of services of the Workmen's Compensation Advisor under a PASA arrangement with the U.S. Department of Labor.

Funds for PIO/T No. 40005, Amendment #3

11. Date of Original Agreement
October 29, 1973

12. Date of This Revision
April 12, 1974

13. Final Contribution Date
October 29, 1976

14. For the Cooperating Government or Agency

[Signature]
Piew Phusavat

SIGNATURE: Director-General, DTEC

15. For the Agency for International Development

[Signature]
Roger Ernst

SIGNATURE: Director, USOM/Thailand

DATE: 4/14/74

PROJECT AGREEMENT
BETWEEN AID AND
DEPARTMENT OF TECHNICAL AND ECONOMIC
COOPERATION

AN AGENCY OF THE GOVERNMENT OF
THAILAND

1. Project/Activity No.
493-11-460-237

PAGE 2 OF 6 PAGES

2. Agreement No.
237-4011

3. Original or
Revision No. 3

3. Project/Activity Title
Labor Training and Management
(Workmen's Compensation Advisor)

I. Project Description and Explanation ✓

A. Background

This project provides advisory assistance to the Department of Labour (DOL) of the Ministry of Interior in policy formulation, systems and procedures analysis and design, and forward planning for the development of the Workmen's Compensation Fund.

The Fund is conceived by the RTG as having a two-fold purpose: (a) a governmental mechanism to protect the Thai worker from occupational hazards and to compensate him when he suffers injury from such hazards, and (b) as the forerunner of a more adequate institutionalized system of social protection for the Thai citizen.

Please see ProAg No. 237-3010 and PIO/T No. 237-30005 for additional background information.

B. Purpose

To set forth the terms, conditions and funding for the final year of USOM participation in this project.

C. Major Activities for FY 1974

To continue working towards the indicated target dates for the following:

1. Review, revise and refine where necessary the classifications of the businesses covered to more accurately determine risk and rates - January, 1975.
2. Review accumulated actuarial statistics for possible rate changes - January, 1975.
3. A management information system operating; a statistics unit formed and trained; compilation and analysis of data begun - September, 1974.
4. Trained field payroll audit staff in place - December, 1974.
5. Continual field audit operation begun - January, 1975.

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: _____ DATE: _____

SIGNATURE: _____ DATE: _____

TITLE: _____

TITLE: _____

PROJECT AGREEMENT
BETWEEN AID AND
DEPARTMENT OF TECHNICAL AND ECONOMIC
COOPERATION

AN AGENCY OF THE GOVERNMENT OF
THAILAND

1. Project/Activity No.
493-11-460-237

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Labor Training and Management
(Workmen's Compensation Advisor)

6. Publication of an "Employer's Guide" to acquaint businesses with: (a) their obligations and benefits under the law, and (b) the fund's reporting and payment requirements - July, 1974.

7. Completion of plans for future gradual expansion of the geographic area covered by the fund from the Bangkok Metropolis to the whole Kingdom - May, 1975.

II. United States Government Participation

Pursuant to this Agreement the USG will provide to the RTG Department of Labour the services of a Workmen's Compensation Advisor for FY 1975.

III. Royal Thai Government Participation

Pursuant to this Agreement the RTG will provide the administrative support costs, and an additional of B1,680 provided for one secretary to assist the Workmen's Compensation Advisor.

IV. Summary Table of Funds

	Previous Revisions	This Revision	Total To Date
A. <u>USG Dollar Participation</u>	\$9,800	\$50,000	\$59,800
PASA (PIO/T)	\$9,800	\$50,000	\$59,800
	(\$ 4,340)	\$ 2,840	\$ 7,180
B. <u>RTG Baht Participation</u>	B86,800	B41,680	B128,480
	(\$ 3,000)	(\$ 2,000)	(\$ 5,000)
Trust Fund	B60,000	B40,000	B100,000
	(\$ 1,340)	(\$ 840)	\$ 2,180
Project Account	B26,800	B 1,680	B 28,480

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: _____ DATE: _____

SIGNATURE: _____ DATE: _____

TITLE: _____

TITLE: _____

PROAG
CONTINUATION
SHEET

ANNEX _____

PROJECT AGREEMENT
BETWEEN AID AND
DEPARTMENT OF TECHNICAL AND ECONOMIC
COOPERATION

AN AGENCY OF THE GOVERNMENT OF
THAILAND

1. Project/Activity No.
493-11-460-237

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2. Agreement No.
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Revision No. 3

3. Project/Activity Title
Labor Training and Management
(Workmen's Compensation Advisor)

Revised Budget in ProAg, (Rev. 2.)

Code 01 - One Secretary for 12 months @฿2,290/mo. =	฿27,480
Overtime	<u>1,000</u>
Total	฿28,480

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: _____ DATE: _____

SIGNATURE: _____ DATE: _____

TITLE: _____

TITLE: _____

PROJECT AGREEMENT
BETWEEN AID AND
DEPARTMENT OF TECHNICAL AND ECONOMIC
COOPERATION

AN AGENCY OF THE GOVERNMENT OF
THAILAND

1. Project/Activity No.
493-11-460-237

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2. Agreement No.
237-4011

3. Original or
Revision No. 3

3. Project/Activity Title

Labor Training and Management
(Workmen's Compensation Advisor)

Block 5 Continued:

II Funding Provisions and Conditions

The funds made available to this project for the current fiscal year and set forth in the "Table of Funds" which is appended hereto and subject to availability may be withdrawn in accordance with the provisions hereof. The funds so allocated will be utilized in accordance with the following conditions and provisions.

A. U.S. Dollar Contribution

The U.S. Dollar Contribution, where made available for this project, will, where applicable, be utilized for the following purposes:

- (a) Participants: To finance direct dollar costs incurred for the training of the participants named in the approved PIO/P issued under this project.
- (b) U.S. Employed Technicians: To finance the direct dollar cost for salaries, international travel, and other direct dollar costs for services of U.S. Employed Technicians employed under AID standard personnel actions for this project. The amount set forth represents the estimated cost for this purpose and does not constitute an obligation on the part of AID to make the amount listed available for the project.
- (c) Contract Services: To finance the direct dollar costs of contract services authorized by an approved PIO/T.
- (d) Commodities: To finance direct dollar costs for the procurement of commodities and services designated in an approved PIO/C.
- (e) Other Costs: To finance those direct dollar costs for this project not provided for in (a), (b), (c) and (d) above.
- (f) It is specifically agreed and understood that all future year funding requirements as may be indicated on the attached schedule of funds are tentative planning figures only and do not constitute or imply any commitment by AID or the United States to make such funds available.

B. Local Currency Costs

Local currency designated as "Cooperating Agency Contribution", where made available for the implementation of this project, is computed at the rate of Bahts 20 equal \$1, and is contributed from the following sources and utilized for the following purposes:

- (a) Counterpart Funds: The counterpart fund is composed of contributions of local currency from these sources.
 - (i) In lieu of deposits by the Thai Government of the commensurate value of commodities furnished under the United States financed grant programs, the Thai Government agrees to provide Bahts to the counterpart fund.
 - (ii) Voluntary contributions by the Thai Government.
 - (iii) Deposit of the sales proceeds of imported commodities under the grant portion of the non-project section of the prior year Supporting Assistance Program; and
 - (iv) Deposit of the sales proceeds of imported commodities under the loan portion of the non-project section of the prior year Supporting Assistance Program.

Contributions made under (i) and (ii) are allocated to meet a portion of the counterpart share of the local currency requirements of the Development Grant Program, with a partial contribution under (iii) providing the balance. The balance of the funds deposited under (iii) and all the deposits under (iv) have been allocated to meet the local requirements of prior year Supporting Assistance Programs.

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: _____ DATE: _____

SIGNATURE: _____ DATE: _____

TITLE: _____

TITLE: _____

- (b) Other Government Funds: Contributions of Other Government Funds consist primarily of cash to be expended on the project by the sponsoring Ministry from its own budget appropriated to it from the Thai National budget, and the value in kind of services and facilities furnished by the Ministry for the direct use by the project. Included also are contributions in cash and kind by other Thai Government Agencies including Changwads, Amphurs, and so forth.

Counterpart Funds:

- (a) The General Counterpart Funds are subdivided into the following accounts: Special Account, Sub-Account "D", and Sub-Account "L", with Special Account, and "D", each being further subdivided into a "Trust Account" and Project Account". Special Account is established to support the Development Grant Program Projects, while Sub-Account "D" and "L" support the Supporting Assistance Projects.
- (b) Trust Funds in each instance are used to pay the cost of the local currency support costs of U.S. employed technicians and in some instance of contract personnel assigned to the projects, surface and air transportation within Thailand, travel per diem, quarters allowance and cost of living allowances. Project Account funds in each instance are used to meet all other approved local currency costs for the project to be funded from counterpart funds. Disbursements of Trust Funds are made by the USOM Controller against actual requirements and the appropriate Fiscal Year operational budget as approved by DTEC and USOM.
- (c) Disbursements of Project Account Funds are to be made by the "Named Ministry", and/or "Named Project Sponsor", in accordance with the following procedures:
- (1) The total amount of Project Account Funds set forth in this Project Agreement as the maximum counterpart requirements for the calendar year to support the project shall be earmarked for release by DTEC to the "Named Ministry" and/or "Named Project Sponsor".
 - (2) Actual release of such funds shall be on the basis of "Counterpart Project Authorization" forms which shall be prepared pursuant to an approved counterpart budget by object classification on standard budget approval forms in accordance with current instructions and procedures outlined in the "Project Fund Control" manual and in the DTEC/USOM Thailand Program Implementation Manual FY 1961 Program." The initial "Counterpart Project Authorization" shall have attached to it a budget breakdown for each object class code indicating the amount and kind of type of services, materials, or equipment to be procured and the estimated unit cost and total cost. Total costs within any object class code may be increased up to 15% by decreasing other codes in a like amount so long as the total of the obligated funds in the budget is not exceeded. Shifts of funds of more than 15%, without increasing the total budget, may be authorized without Project Agreement amendment by submission by the Project Sponsor (Director) of a written request to DTEC, accompanied by a revised budget showing the original (Project Agreement) budget, the increase and decrease by object class code and the new totals. The detailed items to be added and eliminated by object class code must be shown USOM approval of the revised budget will be considered only upon the recommendation of DTEC. Increases or decreases in budgeted funds which result in changes in the total funds obligated by the Project Agreement require Project Agreement amendment.
 - (3) Upon approval of the counterpart budget as provided in (2) above, an initial advance of funds shall be made to the project upon presentation to DTEC of a letter request from the "Named Ministry" and/or "Named Project Sponsor" concurred in by the senior U.S. technician assigned to the project. Subsequent advances shall be made upon similarly approved letter requests provided (1) that a liquidation schedule is presented, indicating funds on deposit are not sufficient to cover three months advance requirements, (2) that the financial reports required under Block 10, i, are not delinquent, and (3) that an unsatisfactory audit report is not on file. Funds so advanced for each year's project requirements will be deposited in a separate account in the Bank of Thailand entitled with the name of this project and the project number, and separate accounts and records will be maintained thereon.

Other Government Funds:

Simultaneously with the presentation of the counterpart budget as required in 2 c (2), the "Named Ministry" and/or "Named Project Sponsor" shall submit to DTEC and to USOM a local currency budget by object classification detailing expenditures proposed for the project from funds appropriated to the Ministry from the Thai budget together with the value by object classification of the services and facilities being furnished to the project during the fiscal year. Concurrence by DTEC and USOM to this budget shall be made simultaneously with the approval of the "Counterpart Project Authorization."

PROJECT AGREEMENT
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DEPARTMENT OF TECHNICAL AND ECONOMIC
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AN AGENCY OF THE GOVERNMENT OF
THAILAND

1. Project/Activity No.
493-11-460-237

2. Agreement No.
237-4011

3. Project/Activity Title
Labor Training and Management
(Workmen's Compensation Advisor)

3. Original or
Revision No. 3

Block 10 - Continued:

a. Counterpart funds for this project are advanced as a grant without obligation to repay to the counterpart fund when used in accordance with this agreement, except as may otherwise be specifically provided under this Project Agreement.

Unless otherwise provided, the total in Block 9 represents the current fiscal year contribution only, notwithstanding the fact that the project may be of a continuing nature for which previous financing may have been provided and future financing may be required.

b. The "Named Ministry" and/or "Named Project Sponsor" designated on the "Table of Funds" have the primary responsibility within the Thai Government for carrying out this project under general administrative project control of DTEC, the agency representing the Thai government in its dealings with AID. As project sponsor the "Named Ministry" and/or "Named Project Sponsor" concur with the terms and conditions of the project as specified herein as evidenced by the signature of its authorized representative on the first page of the agreement.

c. Since the counterpart funds to be released to this project are in whole or in part a United States contribution, such funds shall not be utilized for the acquisition of land nor for the payment of identifiable taxes such as import duties and similar Government revenue items; further, it is agreed that the U.S. Government shall have the same rights with respect to utilization of these counterpart funds as applies under provision "N" of the Standard Provisions Annex.

d. The project dollar aid to be disbursed will not result in revenue accruing to the Thai Government unless otherwise indicated; therefore, deposits to the counterpart fund of sales proceeds of commensurate value are not required under the Economic and Technical Cooperation Agreement of September 19, 1950, provided that the agreement of the Thai Government to deposit into the counterpart fund a lump sum as its contribution to the Technical Cooperation Program remains in effect and is complied with.

e. Additional funds for this project will not be borrowed from any source except upon approval by the parties hereto.

f. Counterpart funds provided herein will not be commingled with other funds, diverted, or loaned for use elsewhere. Moreover, such funds will be used only for purchases made in Thailand and under no circumstances will include payments for bank charges in connection with any imported items purchased with counterpart funds. Counterpart funds may not be used to acquire foreign exchange for any purpose, except for travel outside of Thailand, which is specifically authorized in advance by DTEC/USOM. Commodity purchases in excess of Baht 50,000 and contracts in excess of Baht 500,000 shall be submitted to DTEC and USOM for concurrence on form "Counterpart Project Purchase Authorization Request and Approval".

g. The counterpart obligation period shall be from the date of this agreement but not prior to October 1 of this current fiscal year, through September 30 of the current fiscal year. Obligations incurred prior to the initial date or subsequent to the terminal date shall not be financed with counterpart funds made available hereby.

h. Obligations against counterpart funds will be reported to DTEC by October 31 and liquidated by December 31, of the next fiscal year (except for obligations covering contracts which provide for payment on an extended basis), following the end of this fiscal year, and any excess funds shall be returned to the counterpart fund no later than February 28 of the next fiscal year unless otherwise provided in this agreement.

i. Reports will be prepared and submitted on the obligation and expenditure of the counterpart funds provided hereunder in accordance with the instructions in attached Annex "B" (This Annex being standardized is omitted from information copies).

For the Cooperating Government or Agency

For the Agency for International Development

SIGNATURE: _____ DATE: _____

SIGNATURE: _____ DATE: _____

TITLE: _____

TITLE: _____

j. A mutually approved marker, signifying Thai-American cooperation shall be appropriately displayed at the site of construction or demonstration areas, and/or affixed on all structures, installations, buildings, and related works which are financed by this project. To accomplish this, specifications for appropriate signs and plaques with specific locations for installation of such signs and plaques shall be developed as part of implementing project plans. A written listing of specific locations where signs and plaques are to be displayed as mutually agreed between the Thai Department and USOM Technical Divisions concerned shall be furnished to DTEC and the USOM Controller.

k. If any contract services are provided for under this agreement, the Thai Government further agrees to exempt the salaries, allowances and earnings of any non-Thai national contractor and his personnel (other than citizens and residents of Thailand) from local taxes, and to exempt the personal goods (including one personally owned automobile) of such personnel from customs duties, unless such goods are subsequently sold within the country to individuals subject to payment of such duties. The Thai Government also agrees to exempt from payment all customs duties, permits, licenses, visas, etc., necessary to enable the contractor to perform his duties in Thailand under this agreement.

**PROAG
STANDARD
PROVISIONS
ANNEX**

**PROJECT AGREEMENT
BETWEEN AID AND
DEPARTMENT OF TECHNICAL AND ECONOMIC
COOPERATION
AN AGENCY OF THE GOVERNMENT OF
THAILAND**

1. Project/Activity No.

493-11-460-237

2. Agreement No.

237-4011

3.

 Original or Revision No. 3

A. As used herein, the term "AID" refers to the Agency for International Development, any component agency, or any successor agency. References to "this Project Agreement" shall mean the original Project Agreement as modified by any revisions which have entered into effect.

B. (1) AID will make available the amounts specified in Block 8 of this Project Agreement, as necessary for the project, for use for the designated purposes and as may be further described in Annex A, as required by Block 5 hereof. In addition, as may be further specified in Annex A, AID will, subject to the availability of funds and (where required by AID procedures) as provided for in Project Implementation Orders (PIOs) issued by AID in accordance with its procedures, make available funds (a) to pay costs of furnishing technical services to be performed by United States Government employees in connection with the project, (b) to pay a share of the costs of providing training outside the cooperating country in connection with the project for qualified persons from the cooperating country, and (c) to pay such additional costs as may be specified.

(2) The Cooperating Government Agency will make available the amounts specified in Block 9 of this Project Agreement, as necessary for the project, for use for the designated purposes and as may further be described in Annex A. The Cooperating Government Agency will also make, or arrange to have made, additional contributions of property, services, facilities and funds required for carrying out the project as may be specified in Annex A, or as may subsequently be agreed upon by the two parties.

C. AID and the Cooperating Agency may obtain the assistance of other public and private agencies in carrying out their respective obligations under this Project Agreement. The two parties may agree to accept contributions of property, services, facilities and funds for purposes of this Project Agreement from other public and private agencies, and may agree upon the participation of any such third party in carrying out activities under this Project Agreement.

D. AID shall not be required to make any contribution after the expiration of six months following the estimated final contribution date (Block 13 of the Project Agreement form AID 1330-1) or any amended final contribution date specified herein. Except as otherwise specified herein or subsequently agreed

by the parties, all contributions of the Cooperating Agency pursuant to this Project Agreement shall be made on or before said estimated termination date, or amended date. A contribution of goods or services shall be considered to have been made when the goods or services, provided or financed by the contributing party, are delivered in accordance with commercial practice.

E. The procurement of commodities and contract services to be financed in whole or in part by AID may (where so required by AID procedures) be undertaken only pursuant to PIOs issued by AID in accordance with its procedures.

F. Unless otherwise specified in the applicable PIO, the procurement of commodities financed with the AID contribution referred to in Block 8 of this Project Agreement shall be subject to the provisions of AID Regulation 1.

G. Unless otherwise specified in the applicable PIO, title to all property procured through financing by AID pursuant to Block 8(c) of this Project Agreement shall be in the Cooperating Agency, or such public or private agency as it may authorize. This provision is inapplicable to any property which may be used in connection with the project but is not financed pursuant to said Block 8(c).

H. Any property furnished to either party through financing by the other party pursuant to this Project Agreement shall, unless otherwise agreed by the party which financed the procurement, be devoted to the project until completion of the project, and thereafter shall be used so as to further the objectives sought in carrying out the project. Either party shall offer to return to the other, or to reimburse the other for, any property which it obtains through financing by the other party pursuant to this Project Agreement which is not used in accordance with the preceding sentence.

I. (1) If AID and any public or private organization furnishing commodities through AID financing for operations hereunder in the cooperating country, is, under the laws, regulations or administrative procedures of the cooperating country, liable for customs duties and import taxes on commodities imported into the cooperating country for purposes of carrying out this Project Agreement, the Cooperating Agency will pay such duties and taxes unless exemption is otherwise provided by any applicable international agreement.

(2) If any personnel (other than citizens and residents of the cooperating country), whether United

States Government employees, or employees of public or private organizations under contract with, or individuals under contract with, AID, the Cooperating Agency or any agency authorized by the Cooperating Agency, who are present in the cooperating country to provide services which AID has agreed to furnish or finance under this Project Agreement, are, under the laws, regulations or administrative procedures of the cooperating country, liable for income and social security taxes with respect to income upon which they are obligated to pay income or social security taxes to the Government of the United States of America, for property taxes on personal property intended for their own use, or for the payment of any tariff or duty upon personal or household goods brought into the cooperating country for the personal use of themselves and members of their families (not including such personal or household goods as may be sold by any such personnel in the cooperating country), the Cooperating Agency will pay such taxes, tariff, or duty unless exemption is otherwise provided by any applicable international agreement.

J. Any personnel (other than citizens and residents of the cooperating country), whether United States Government employees, or employees of public or private organizations under contract with, or individuals under contract with, AID, the Cooperating Agency or any agency authorized by the Cooperating Agency, who are present in the cooperating country to provide services which AID has agreed to furnish or finance under this Project Agreement shall be subject to the approval of the Cooperating Agency and AID, and shall be under the general direction of the Director of the Mission to the cooperating country.

K. If any commodity is furnished to the Cooperating Agency, or any public or private agency authorized by the Cooperating Agency, on a grant basis through financing by AID pursuant to this Project Agreement under arrangements which will result in the accrual of proceeds to the Cooperating Agency or any authorized agency and if the applicable agreement between the two governments referred to on the first page of this Project Agreement does not provide for the establishment of a Special Account and the deposit therein of currency of the cooperating country, the Cooperating Agency will make such arrangements as may be necessary to establish a Special Account and to deposit therein currency of the cooperating country in amounts equal to such proceeds, in accordance with such terms and conditions as may be agreed upon. Funds in the Special Account may be used only as agreed upon by AID and the Cooperating Agency; provided, that such portion of the funds in the Special Account as may be designated by AID shall be made available to AID to meet the requirements of the United States.

L. The Cooperating Agency will make such arrangements as may be necessary so that funds intro-

duced into the cooperating country by AID or any public or private agency for purposes of carrying out obligations of AID hereunder shall be convertible into currency of the cooperating country at the highest rate which, at the time the conversion is made, is not unlawful in the cooperating country.

M. AID shall expend funds and carry on operations pursuant to this Project Agreement only in accordance with the applicable laws and regulations of the United States Government.

N. The two parties shall have the right at any time to observe operations carried out under this Project Agreement. Either party during the term of the Project and three years after the completion of the project, shall further have the right (1) to examine any property procured through financing by that party under this Project Agreement, wherever such property is located, and (2) to inspect and audit any records and accounts with respect to funds provided by, or any properties and contract services procured through financing by, that party under this Project Agreement, wherever such records may be located and maintained. Each party, in arranging for any disposition of any property procured through financing by the other party under this Project Agreement, shall assure that the rights of examination, inspection and audit described in the preceding sentence are reserved to the party which did the financing.

O. Upon completion of the project, a Completion Report shall be drawn up, signed by appropriate representatives of AID and the Cooperating Agency, and submitted to AID and the Cooperating Agency. The Completion Report shall include a summary of the actual contributions by both AID and the Cooperating Agency to the project, and shall provide a record of the activities carried out, the objectives achieved, and related basic data. AID and the Cooperating Agency shall each furnish the other with such information as may be needed to determine the nature and scope of operations under this Agreement and to evaluate the effectiveness of such operations.

P. The present Agreement shall enter into force when signed. Either party may terminate this Project Agreement by giving the other party 30 days written notice of intention to terminate it. Termination of this Project Agreement shall terminate any obligations of the two parties to make contributions pursuant to Blocks 8 and 9 of this Project Agreement, except for payments which they are committed to make pursuant to non-cancellable commitments entered into with third parties prior to the termination of the Project Agreement. It is expressly understood that the obligations under paragraph H relating to the use of property shall remain in force after such termination.

Proj. Act. 493-11-460-2 **4930237 (5)**

AID 1350-1 -9-75)	DEPARTMENT OF STATE AGENCY FOR INTERNATIONAL DEVELOPMENT	1. Cooperating Country Thailand	Page 1 of 6 Pages
		2. PIO/T No. 493-237-2-40005	3. <input type="checkbox"/> Original or Amendment No. <u>3</u>
		4. Project/Activity No. and Title PD AAD-704 Labor Training and Management (Workmen's Compensation Advisor)	

DISTRIBUTION	5. Appropriation Symbol 72-1141006	6.A. Allotment Symbol and Charge 456-50-493-00-69-41	6.B. Funds Allotted to: <input checked="" type="checkbox"/> A.I.D./W <input type="checkbox"/> Mission		
	7. Obligation Status Implementing <input type="checkbox"/> Administrative Reservation <input checked="" type="checkbox"/> Document		8. Funding Period (Mo., Day, Yr.) From <u>6/1/74</u> to <u>6/30/75</u>		
	9.A. Service to Start (Mo., Day, Yr.) Continuing Services		9.B. Completion date of Services (Mo., Day, Yr.) <u>6/30/75</u>		
	10.A. Type of Action <input type="checkbox"/> A.I.D. Contract <input type="checkbox"/> Cooperating Country Contract <input checked="" type="checkbox"/> Participating Agency Service Agreement <input type="checkbox"/> Other				
	10.B. Authorized Agent AID/W through U.S. Dept. of Labor				

Estimated Financing		(1)	(2)	(3)	(4)
		Previous Total	Increase	Decrease	Total to Date
\$1.00 = \$20.00					
11. Maximum A.I.D. Financing	A. Dollars	9,800	50,000		59,800
	B. U.S.-Owned Local Currency				
12. Cooperating Country Contributions	A. Counterpart	\$13,000	\$2,000		\$5,000
	B. Other	\$60,000	\$40,000		\$100,000

13. Mission References

14. Instructions to Authorized Agent

This Amendment provides funds for the second year of advisory services for the Workmen's Compensation Advisor.

Funds for this PIO/T are obligated under ProAg No. 237-4011, Revision #3.

15. Clearances - Show Office Symbol, Signature and Date for all Necessary Clearances.

A. The specifications in the scope of work are technically adequate O/ED <i>[Signature]</i>	B. Funds for the services requested are available AD/F <i>[Signature]</i> 3/13/74
C. The scope of work lies within the purview of the initiating office and approved Agency Programs O/ED <i>[Signature]</i>	D. <i>[Signature]</i>
E. <i>[Signature]</i>	F. DTEC/P <i>[Signature]</i> DOL <i>[Signature]</i>

16. For the cooperating country: The terms and conditions set forth herein are hereby agreed to <i>[Signature]</i> Signature and Date: <u>April 11, 1974</u> Apilas Osatananda Deputy Director-General, DTEC	17. For the Agency for International Development <i>[Signature]</i> Charles Rubel Director for Program, USCM/1	18. Date of issuance April 12, 1974
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AID 1380-1 (P-70)	Cooperating Country Thailand	PIO/T No. 493-237-2-40005	Page 2 of 6 Pages
PIO/T	Project/Activity No. and Title Labor Training and Management (Workmen's Compensation Advisor)		

SCOPE OF WORK

19. Scope of Technical Services

- A. Objective for which the Technical Services are to be Used** To provide advisory assistance to the Department of Labour (DOL) of the Ministry of Interior in policy formulation, systems and procedures analysis and design, and forward planning for the development of the Workmen's Compensation Fund.
- B. Description**

- 1) Consult with the Director-General and Fund Manager concerning policies, organization, insurance coverage, employer contribution rates, risk classification, geographic expansion, and management systems of the fund.
- 2) Assist in making long-range plans on staff development and training.
- 3) Provide advice on refining operating plans, staffing assignments, and preparation of necessary regulations, manuals and forms.
- 4) Assist in devising and revising a management information system, particularly in establishing an actuarial data base.
- 5) Provide advice on revision of existing policies and regulations based on practical lessons learned since the fund began operations in January 1974.

C. Technicians

(1) (a) Number	(b) Specialized Field	(c) Grade and/or Salary	(d) Duration of Assignment (Mon-Months)
1	Workmen's Compensation Fund	G.S.15 or Equiv.	24 m/m

(2) Duty Post and Duration of Technicians' Services

Bangkok, Thailand

(3) Language requirements

None

(4) Access to Classified Information

None required

(3) Dependents Will Will Not Be Permitted to Accompany Technician

D. Financing of Technical Services

(1) By AID - \$ 59,800

(2) By Cooperating Country - TF \$40,000

AID 1380-1 (9-76)	Cooperating Country Thailand	PIO/T No. 493-237-2-40005	Page 4 of 6 Pages
PIO/T	Project/Activity No. and Title Labor Training and Management (Workmen's Compensation Advisor)		

22. Reports by Contractor or Participating Agency (Indicate type, content and format of reports required, including language to be used if other than English, frequency or timing of reports, and any special requirements)

A quarterly report will be submitted by the advisor to USOM, DOL and DTEC showing progress made and problems encountered in developing the RTG Workmen's Compensation Fund.

23. Background Information (Additional information useful to Authorized Agent and Prospective Contractors or Participating Agency; if necessary cross reference Block 19.C(4) above.)

N/A

24. Relationship of Contractor or Participating Agency to Cooperating Country and to AID

A. Relationships and Responsibilities

The advisor will relate primarily to Mr. Ampol Singhakowin, Fund Manager, DOL and his staff.

B. Cooperating Country Liaison Official

Mr. Nikhom Chandravithun, Director-General, DOL

C. AID Liaison Officials

Dr. G.S. Hammond, Principal Education Officer, USOM, or his designee.

AID 1980-1 (8-70)	Cooperating Country Thailand	PIO/T No. 493-237-2-40005	Page 5 of 6 Pages
	Project/Activity No. and Title Labor Training and Management (Workmen's Compensation Advisor)		

LOGISTIC SUPPORT

25. Provisions for Logistic Support	In Kind Supplied By		From Local Currency Supplied By	
	AID	Cooperating Country	AID	Cooperating Country
A. Specific Items (Insert "X" in applicable column at right. If entry needs qualification, insert asterisk and explain below in C. "Comments")				
(1) Office Space		X		
(2) Office Equipment		X		
(3) Housing and Utilities				X
(4) Furniture				
(5) Household Equipment (Stoves, Refrig., etc.)	X			
(6) Transportation in Cooperating Country				X
(7) Interpreter Services		X		
(8) Per diem				X
Other: (Specify) (9) Full-time bi-lingual Secretary				X
(10) Translation Services		X		
(11)				
(12)				
(13)				
(14)				
(15)				

B. Additional Facilities Available From Other Sources

USOM will request Military post exchange and commissary, government medical unit, APO and other privileges but A.I.D. cannot guarantee authorization of such privileges, or, if once granted does not guarantee their continuance through the duration of the contract since approval of such privileges is subject to Military regulations.

C. Comments

**ADDITIONAL TRUST FUND BUDGET FOR
FY 1974/TFY 2517**

Total	Code 12		Code 21	
	Quarters Allowance	Education Allowance	Travel Transportation	Per Diem
\$140,000	\$20,000	\$15,000	\$3,000	\$2,000

APPROVED AND FORWARDED:
BY _____
DATE _____

One Secretary (bi-lingual) Code 21 - \$20,000

AID-2-3 (8-64) PASA BUDGET PLAN By Object Class	PARTICIPATING AGENCY SERVICE AGREEMENT WITH: BUDGET PLAN FOR FY <u>1975</u>	AMOUNT: \$59,800 APPROPRIATION 72-1141006 ALLOTMENT 456-50-493-00-69-41	PASA CONTROL NO. PIO/T NO. 493-237-2-40005	Page <u>6</u> of <u>6</u> Pages
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Position	Class. Grade	FC Grade	Rate	Mon Years	Salary	Differ- ential	11	12	21	22	TOTAL
							TOTAL	Personnel Benefits	Int'l.* Travel	Transpor- tation of Things	
Leo Fallon, Workmen's Compensation Fund Advisor		11/2	\$25,750	1	25,750	2,575	28,325	2,220	4,000	4,000	38,545

	TOTAL	<u>38,545</u>
23 Rent, Communications, Utilities		_____
26 Supplies and Materials		_____
31 Equipment		_____
Overhead	27 %	<u>10,407</u>
	GRAND TOTAL	<u>48,952</u>
	Rounded to	<u>50,000</u>

*Estimated Per Diem: