Chinese Draft of a Secret Agreement on the Working Conditions of Soviet Specialists in China of March 22, 1950

Draft

AGREEMENT

between the Central People's Government of the People's Republic of China and the Government of the Union of Soviet Socialist Republics on the working conditions of the Soviet specialists in China

In the context of the readiness of the Government of the USSR to grant the request of the Central People's Government of the People's Republic of China for Soviet specialists to be sent out to China and for the assistance to China in the reconstruction and development of the economy, the CPG of the PRC and the Government of the Union of Soviet Socialist Republics have agreed as follows:

ARTICLE 1

The Government of the USSR shall send out Soviet specialists for the use of the CPG of the PRC at their request to work in companies and also in institutions and organizations of the People's Republic of China.

ARTICLE 2

The duration of the work of the Soviet specialists sent out to China shall be fixed at one year. An extension of the period of their stay in China shall be determined on the basis of mutual agreement of the parties.

The responsible authorities of both sides shall conjointly determine any recall of the Soviet specialists from China, whereby the premature recall of any Soviet specialist who had not been active for more than six months for reasons that do not depend on the CPG of the PRC shall be carried out at the expense of the Soviet side.

In the case of the premature recall of a Soviet specialist by the Soviet side, the latter is obligated to replace him with another specialist. The costs involved in such a recall and replacement shall be borne by the Soviet side.

ARTICLE 3

The CPG of the PRC will pay the Soviet specialists wages in Chinese currency equivalent to the salaries that are paid or will be paid to Chinese specialists with corresponding positions and qualifications, including provision of food and industrial goods and bonuses

in addition to wages and the like with which Chinese specialists are supplied.

The CPG of the PRC shall compensate the Soviet side for the following expenditures for sending out the Chinese specialists to China: travel expenses of the specialists and their families, daily allowances, lodging expenses and wages for the period of the return trip on the territory of the USSR, expenses of baggage transportation to the extent of 80 kilograms per person, and travel expenses in the amount of the salary paid in the USSR during the month prior to departure.

The CPG of the PRC shall pay travel expenses, daily allowances, lodging expenses, and wages for the period of the return trip on Chinese territory directly in Chinese currency for the specialist and his family, and vacation compensation in the amount of one month's salary for each year spent working in China, and to Soviet specialists active in Chinese teaching institutions a two months' salary for each working year.

ARTICLE 4

The CPG of the PRC shall pay the Soviet Government between 1,500 and 3,000 rubles for each specialist sent out, depending on his qualifications, in compensation for the loss that the corresponding Soviet institution or factory suffers for sending its specialist abroad.

ARTICLE 5

The CPG of the PRC shall provide furnished apartments with heating and lighting free of charge or pay an amount sufficient for renting a furnished apartment with heating and lighting to the Soviet specialists for the period of their work in China.

ARTICLE 6

The CPG of the PRC engages in the case of the illness of a Soviet specialist not to terminate payment of salary for the entire period of the illness but no longer than three months.

In the event that the illness of a Soviet specialist lasts more than three months, the Government of the USSR is obligated to replace him with another specialist with the same qualifications.

ARTICLE 7

All conflicts arising from this Agreement will be resolved by diplomatic means by the CPG of the CPR and the Government of the USSR.

ARTICLE 8

The working and salary conditions of the Soviet specialists provided for in the present Agreement will also apply to those Soviet specialists who had been sent out before the conclusion of the present Agreement to work in institutions, organizations, and companies in the People's Republic of China.

ARTICLE 9

This Agreement becomes effective on the day it is signed and will remain in effect until the end of a six-month period that begins on the day on which one of the sides expresses the wish to terminate its effectiveness.

Done in Moscow "..." 1950 in two copies, each in the Chinese and Russian languages, both texts being equally authentic.