

AGREEMENT ON TECHNICAL COOPERATION BETWEEN THE GOVERNMENT OF JAPAN AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH

The Government of Japan and the Government of the People's Republic of Bangladesh,

Desiring to strengthen further the friendly relations existing between the two countries by the promotion of technical cooperation, and

Considering mutual benefits derived from promoting the economic and social development of their respective countries,

Have agreed as follows:

ARTICLE I

The two Governments will endeavor to promote technical cooperation between the two countries.

ARTICLE II

On the basis of this Agreement, the two Governments will enter into separate arrangements in written form to carry out specific technical cooperation programs to be agreed upon between the two Governments.

ARTICLE III

The Government of Japan will, in accordance with the laws and regulations in force in Japan, and under the arrangements referred to in Article II of this Agreement, carry out at its own expense the following forms of technical cooperation:

- (a) receiving Bangladesh nationals for technical training in Japan;
- (b) dispatching Japanese experts (hereinafter referred to as "the Experts") to the People's Republic of Bangladesh ;
- (c) dispatching Japanese volunteers with a wide range of technical skills and abundance of experience in a wide range of fields (hereinafter referred to as "the Senior Volunteers") to the People's Republic of Bangladesh ;
- (d) dispatching Japanese missions (hereinafter referred to as "the Missions") to the People's Republic of Bangladesh to conduct surveys of economic and social development projects of the People's Republic of Bangladesh;
- (e) providing the Government of the People's Republic of Bangladesh with equipment, machinery and materials; and
- (f) providing the Government of the People's Republic of Bangladesh with other forms of technical cooperation as may be mutually agreed upon between the two Governments.

ARTICLE IV

The Government of the People's Republic of Bangladesh will ensure that the techniques and knowledge acquired by Bangladesh nationals as well as provided equipment, machinery and materials as a result of the Japanese technical cooperation as provided for in Article III of this Agreement will contribute to the economic and social development of the People's Republic of Bangladesh, and not be used for military purposes.

ARTICLE V

In case the Government of Japan dispatches the Experts and the Missions, the Government of the People's Republic of Bangladesh will take at its own expense the following measures:

- (a) to provide suitable office and other facilities including telephone and facsimile services required for the performance of the duties of the Experts and the Missions, as well as to bear the expenses for their operation and maintenance;
- (b) to provide the local staff, including Bangladesh counterparts to the Experts and the Missions, and if necessary, adequate interpreters, necessary for the performance of the duties of the Experts and the Missions;
- (c) to bear expenses of the Experts for:
 - (i) daily transportation to and from their place of work;
 - (ii) their official travels in the People's Republic of Bangladesh; and
 - (iii) their official correspondence;
- (d) to provide the convenience for acquisition of appropriate housing accommodation for the Experts and their families (For the purpose of this Agreement, the term "family" shall refer to spouse and children.);and
- (e) to provide the convenience for receiving medical care and facilities for the Experts and their families as well as members of the Missions.

ARTICLE VI

1. (1) The Government of the People's Republic of Bangladesh will:

(a) exempt the Experts and members of the Missions from income tax and other fiscal charges imposed on or in connection with any emoluments or allowances remitted to them from overseas;

(b) exempt the Experts and their families as well as members of the Missions from consular fees, customs duties, taxes and other fiscal charges of a similar nature, as well as from the requirements of obtaining import license and certificate of foreign exchange coverage, in respect of the importation of:

(i) luggage;

(ii) personal and household effects and consumer goods; and

(iii) one motor vehicle per Expert and his/her family assigned to stay in the People's Republic of Bangladesh;

(c) exempt the Experts and their families who do not import any motor vehicle into the People's Republic of Bangladesh from value added tax in respect of one motor vehicle per Expert and his/her family in case of local purchase; and

(d) exempt the Experts and their families from the registration fee of the motor vehicles mentioned in (b) and (c) above.

(2) The motor vehicles mentioned in sub—paragraph(1) above will be subject to payment of customs duties and taxes if they are subsequently sold or transferred within the People's Republic of Bangladesh to individuals or organizations not entitled to exemption from such duties and taxes or similar privileges.

2. The Government of the People's Republic of Bangladesh will take the following measures:

- (a) to permit the Experts and their families as well as members of the Missions to enter, leave and sojourn in the People's Republic of Bangladesh for the duration of their assignment therein, offer them the convenience for procedures of alien registration requirements, and exempt them from consular fees;
 - (b) to issue to the Experts and their families as well as members of the Missions identification cards to secure the cooperation of all Governmental organizations necessary for the performance of the duties of the Experts and the Missions;
 - (c) to offer the Experts and their families the convenience for acquisition of car driving license; and
 - (d) other measures necessary for the performance of the duties of the Experts and the Missions.
3. The Government of the People's Republic of Bangladesh will accord the Experts and their families as well as members of the Missions such privileges, exemptions and benefits as are no less favorable than those accorded to experts and their families as well as members of missions of any third country or of any international organization performing a similar mission in the People's Republic of Bangladesh.

ARTICLE VII

The Government of the People's Republic of Bangladesh will bear claims, if any arises, against the Experts and members of the Missions resulting from, occurring in the course of, or otherwise connected with, the discharge of their duties, except when the two Governments agree that such claims

arise from gross negligence or willful misconduct on the part of the Experts or members of the Missions.

ARTICLE VIII

In case the Government of Japan dispatches the Senior Volunteers, the Government of the People's Republic of Bangladesh will accord the Senior Volunteers and their families the same privileges, exemptions, and benefits as accorded the Experts and their families under Article V, VI, and VII.

ARTICLE IX

1. In case the Government of Japan provides the Government of the People's Republic of Bangladesh with equipment, machinery and materials, they will become the property of the Government of the People's Republic of Bangladesh upon being delivered c. i. f. at the port of the disembarkation to authorities concerned of the Government of the People's Republic of Bangladesh.
2. The Government of the People's Republic of Bangladesh will exempt the equipment, machinery and materials referred to in paragraph 1 of this Article from consular fees, customs duties, taxes and other fiscal charges of a similar nature, as well as from the requirements of obtaining import license and certificate of foreign exchange coverage.
3. The expenses for the transportation within the People's Republic of Bangladesh of the equipment, machinery and materials referred to in paragraph 1 of this Article and the expenses for their replacement,

maintenance and repair will be borne by the Government of the People's Republic of Bangladesh.

4. (1) The equipment, machinery and materials which the Experts, members of the Missions and the Senior Volunteers carry with them for the performance of their duties will remain the property of the Government of Japan unless otherwise agreed upon.

(2) The Experts, members of the Missions and the Senior Volunteers will be exempted from consular fees, customs duties, taxes and other fiscal charges of a similar nature, as well as from the requirements of obtaining import license and certificate of foreign exchange coverage, in respect of the importation of such equipment, machinery and materials.

(3) The Experts, members of the Missions and the Senior Volunteers will be exempted from value added tax and other fiscal charges of any kind in respect of such equipment, machinery and materials in case of local purchase.

ARTICLE X

The Experts, members of the Missions and the Senior Volunteers will maintain close contact with the Government of the People's Republic of Bangladesh through organizations designated by it.

ARTICLE XI

1. The Government of the People's Republic of Bangladesh will admit the Japan International Cooperation Agency (hereinafter referred to as

"JICA"), the executing agency for technical cooperation by the Government of Japan, to maintain an overseas office of JICA in the People's Republic of Bangladesh (hereinafter referred to as "the Office") and will accept a resident representative and his/her staff to be dispatched from Japan (hereinafter referred to as "the Representative and Staff") who discharge the duties to be assigned to them by JICA relative to the activities of the technical cooperation programs under this Agreement.

2. The Government of the People's Republic of Bangladesh will accord the Representative and Staff and their families as well as the Office the following privileges, exemptions and benefits:

(1) For the Representative and Staff and their families:

(a) exemption from income tax and other fiscal charges imposed on or in connection with any emoluments or allowances remitted from overseas;

(b) exemption from consular fees, customs duties, taxes and other fiscal charges of a similar nature, as well as from the requirements of obtaining any import license and certificate of foreign exchange coverage, in respect of the importation of luggage, personal and household effects, motor vehicles and other items necessary for daily life;

(c) exemption from value added tax on motor vehicles in case of local purchase;

(d) exemption from the registration fee of the motor vehicles mentioned in (b) and (c) above;

(e) permission to enter, leave and sojourn in the People's Republic of Bangladesh for the duration of their assignment therein, offer of the convenience for procedures of alien registration requirements, and exemption from consular fees;

(f) issuance of identification cards and special passes for the Representative and Staff to enter airport/seaport beyond passport control point to receive and send off the Experts, members of the Missions and the Senior Volunteers; and

(g) offer of the convenience for acquisition of car driving license .

(2) For the Office:

(a) exemption from consular fees, customs duties, taxes and other fiscal charges of a similar nature, as well as from the requirements of obtaining import license and certificate of foreign exchange coverage, in respect of the importation of the equipment, machinery, motor vehicles and materials necessary for office activities;

(b) exemption from value added tax and other fiscal charges of any kind on the equipment, machinery, motor vehicles and materials necessary for the functions of the Office in case of local purchase; and

(c) exemption from income tax and other fiscal charges imposed on or in connection with office expenses remitted from overseas.

3. The Government of the People's Republic of Bangladesh will accord the Representative and Staff and their families as well as the Office such privileges, exemptions and benefits as are no less favorable than those accorded to representative and staff and their families as well as office

of any third country or of any international organization performing a similar mission in the People's Republic of Bangladesh.

ARTICLE XII

The Government of the People's Republic of Bangladesh will take necessary measures to ensure security of the Experts and their families, members of the Missions, the Senior Volunteers and their families, the Representative and staff and their families staying in the People's Republic of Bangladesh.

ARTICLE XIII

The Government of the People's Republic of Bangladesh and the Government of Japan will consult with each other in respect of any matter that may arise from or in connection with this Agreement.

ARTICLE XIV

1. The provisions of this Agreement will also apply to the specific technical cooperation programs being carried out between the two Governments prior to the entering into force of this Agreement, and to the Experts and their families, members of the Missions, the Senior Volunteers and their families, the Representative and Staff and their families staying in the People's Republic of Bangladesh, as well as to the equipment, machinery and materials provided to the Government of the People's Republic of Bangladesh to carry out the said programs.
2. The termination of this Agreement will neither affect the specific technical cooperation programs being carried out until the date of the completion of the said programs, unless otherwise the two Governments

expressly agree, nor affect the privileges, exemptions and benefits accorded to the Experts and their families, members of the Missions, the Senior Volunteers and their families, the Representative and Staff and their families staying in the People's Republic of Bangladesh for the performance of their duties in connection with the said programs.

ARTICLE XV

1. This Agreement will enter into force on the date of the signature thereof.
2. This Agreement will remain in force for a period of one year, and will be automatically renewed every year for another period of one year each, unless either Government has given to the other Government at least six months' written advance notice of its intention to terminate the Agreement.

IN WITNESS WHEREOF the undersigned, duly authorized thereto, have signed this Agreement.

DONE in duplicate in English at Dhaka on December 8, 2002.

For the Government of Japan:	For the Government of the People's
	Republic of Bangladesh: