

AGREEMENT ON TECHNICAL COOPERATION BETWEEN THE GOVERNMENT OF JAPAN AND THE GOVERNMENT OF THE REPUBLIC OF KAZAKHSTAN

The Government of Japan and the Government of the Republic of Kazakhstan,
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 shall endeavor to promote technical cooperation
between the two countries.

ARTICLE II

Separate arrangements which govern specific technical cooperation
projects carried out under this Agreement shall be agreed upon between the
competent authorities of the two Governments. The competent authority of
the Government of Japan is the Ministry of Foreign Affairs, and the
competent authority of the Government of the Republic of Kazakhstan is the
Ministry of Economy and Budget Planning.

The two Governments will notify each other through the diplomatic channel
of changes concerning their competent authorities.

ARTICLE III

The following forms of technical cooperation will be carried out by the Japan International Cooperation Agency (hereinafter referred to as "JICA") at its own expense in accordance with the laws and regulations in force in Japan as well as with the arrangements referred to in Article II:

- (a) providing technical training to Kazakhstan nationals;
- (b) dispatching experts (hereinafter referred to as the "Experts") to the Republic of Kazakhstan;
- (c) dispatching Japanese volunteers with a wide range of technical skills and abundant experience (hereinafter referred to as the "Senior Volunteers") to the Republic of Kazakhstan;
- (d) dispatching Japanese missions (hereinafter referred to as the "Missions") to the Republic of Kazakhstan to conduct surveys of economic and social development projects of the Republic of Kazakhstan;
- (e) providing the Government of the Republic of Kazakhstan with equipment, machinery and materials; and
- (f) providing the Government of the Republic of Kazakhstan with other forms of technical cooperation as may be decided upon by mutual consent between the two Governments.

ARTICLE IV

The Government of the Republic of Kazakhstan shall ensure that the techniques and knowledge acquired by Kazakhstan nationals as well as the equipment, machinery and materials provided as a result of the Japanese technical cooperation as set forth in Article III contribute to the economic

and social development of the Republic of Kazakhstan, and will not be utilized for military purposes.

ARTICLE V

In case JICA dispatches the Experts, the Senior Volunteers and the Missions, the Government of the Republic of Kazakhstan shall:

1. (1) (a) exempt the Experts, the Senior Volunteers and members of the Missions from taxes including income tax, and fiscal charges imposed on or in connection with salaries and any allowances remitted to them from abroad;
- (b) exempt the Experts, the Senior Volunteers, members of the Missions and their families from consular fees, taxes, customs duties, customs charges and payments, fiscal charges and application of non - tariff measures including the requirements of obtaining import license and certificate of foreign exchange coverage, in respect of the importation of:
 - (i) luggage;
 - (ii) personal effects, household effects and consumer goods; and
 - (iii) motor vehicles necessary for the performance of the duties of the Experts and the Senior Volunteers assigned to stay in the Republic of Kazakhstan;
- (c) exempt the Experts and the Senior Volunteers who do not import any motor vehicle necessary for the performance of their duties into the Republic of Kazakhstan from taxes excluding value added tax,

and fiscal charges in respect of the local purchase of one motor vehicle per Expert and per Senior Volunteer; and

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

(2) take all necessary measures for the organization which receives the Experts, the Senior Volunteers and the Missions to fulfill its obligations to:

(a) provide at its own expense suitable office and other facilities including telephone and facsimile services necessary for the performance of the duties of the Experts, the Senior Volunteers and the Missions as well as to bear the expenses for their operation and maintenance;

(b) provide at its own expense the local staff including adequate interpreters, if necessary, as well as Kazakhstan counterparts to the Experts, the Senior Volunteers and the Missions necessary for the performance of their duties;

(c) bear expenses of the Experts and the Senior Volunteers whenever financial possibilities of the receiving organizations may permit for:

(i) daily transportation to and from their place of work;

(ii) their official travels within the Republic of Kazakhstan; and

(iii) their official correspondence;

- (d) provide the convenience for acquisition of appropriate housing accommodation for the Experts, the Senior Volunteers and their families; and
 - (e) provide the convenience for receiving medical care and facilities for the Experts, the Senior Volunteers, members of the Missions and their families.
- (3) (a) permit the Experts, the Senior Volunteers, members of the Missions and their families to enter, leave and sojourn in the Republic of Kazakhstan for the duration of their assignment therein, offer them the convenience for procedures of alien registration requirements, and exempt them from consular fees;
- (b) issue documents confirming their status to the Experts, the Senior Volunteers and members of the Missions to secure the cooperation of all governmental organizations necessary for the performance of their duties;
- (c) provide necessary assistance to the Experts, the Senior Volunteers and their families for acquisition of car driving license; and
- (d) carry out other measures necessary for the performance of the duties of the Experts, the Senior Volunteers and the Missions, provided that the competent authorities of the two Governments should agree upon such other measures if those measures require supplementary budgetary appropriations.
2. The motor vehicles mentioned in paragraph 1 shall be subject to payment of taxes, customs duties, customs charges and payments if they are

subsequently sold or transferred within the Republic of Kazakhstan to individuals or organizations not entitled to exemption from such taxes, customs duties, customs charges and payments or similar privileges.

3. The Government of the Republic of Kazakhstan shall accord the Experts, the Senior Volunteers, members of the Missions and their families such privileges, exemptions and benefits as are no less favorable than those accorded to experts, senior volunteers, members of missions and their families of any third country or of any international organization performing a similar mission in the Republic of Kazakhstan, except those who are members of the diplomatic missions.

ARTICLE VI

The Government of the Republic of Kazakhstan shall bear claims, except those for criminal liability, if any arises, against the Experts, the Senior Volunteers and members of the Missions resulting from, occurring in the course of, or otherwise connected with, the performance 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, the Senior Volunteers or members of the Missions.

ARTICLE VII

1. (1) In case JICA provides the Government of the Republic of Kazakhstan with equipment, machinery and materials, the Government of the Republic of Kazakhstan shall exempt such equipment, machinery and materials from consular fees, taxes, customs duties, customs charges and payments,

fiscal charges and application of non - tariff measures including the requirements of obtaining import license and certificate of foreign exchange coverage, except those for safety requirements, in respect of the importation. The equipment, machinery and materials mentioned above shall become the property of the Government of the Republic of Kazakhstan upon being delivered at the port or place of the disembarkation to competent authorities of the Government of the Republic of Kazakhstan.

- (2) In case JICA provides the Government of the Republic of Kazakhstan with equipment, machinery and materials, the Government of the Republic of Kazakhstan shall exempt such equipment, machinery and materials from taxes including value added tax and fiscal charges in respect of the local purchase.
 - (3) The equipment, machinery and materials mentioned in sub - paragraph (1) and (2) shall be utilized for the purpose specified in the arrangements referred to in Article II unless otherwise agreed upon between the competent authorities of the two Governments.
 - (4) The expenses for the transportation within the Republic of Kazakhstan of the equipment, machinery and materials mentioned in sub - paragraph (1) and (2) and the expenses for their replacement, maintenance and repair shall be borne by the Government of the Republic of Kazakhstan.
2. (1) The equipment, machinery and materials prepared by JICA, necessary for the performance of the duties of the Experts, the Senior Volunteers and members of the Missions shall remain the property of JICA unless

otherwise agreed upon between the competent authorities of the two Governments.

(2) The Government of the Republic of Kazakhstan shall exempt the Experts, the Senior Volunteers and members of the Missions from consular fees, taxes, customs duties, customs charges and payment, fiscal charges and application of non - tariff measures including the requirements of obtaining import license and certificate of foreign exchange coverage, except those for safety requirements, in respect of the importation of the equipment, machinery and materials mentioned in sub - paragraph (1).

(3) The Government of the Republic of Kazakhstan shall exempt the Experts, the Senior Volunteers and members of the Missions from taxes excluding value added tax, and fiscal charges in respect of the local purchase of the equipment, machinery and materials mentioned in sub - paragraph (1).

ARTICLE VIII

The Government of the Republic of Kazakhstan shall maintain close contact, through organizations designated by it, with the Experts, the Senior Volunteers and members of the Missions.

Article IX

1. The Government of the Republic of Kazakhstan shall admit JICA to open and maintain an overseas office of JICA in the Republic of Kazakhstan (hereinafter referred to as the "Office") and shall accept a resident

representative and his/her staff to be dispatched from Japan (hereinafter referred to as the "Representative" and the "Staff" respectively) who perform the duties to be assigned to them by JICA relative to the technical cooperation programs under this Agreement in the Republic of Kazakhstan.

2. The Government of the Republic of Kazakhstan shall:

- (1) (a) exempt the Representative, the Staff and their families from taxes including income tax, and fiscal charges imposed on or in connection with salaries and any allowances remitted to them from abroad;
- (b) exempt the Representative, the Staff and their families from consular fees, taxes, customs duties, customs charges and payments, fiscal charges and application of non - tariff measures including the requirements of obtaining import license and certificate of foreign exchange coverage, in respect of the importation of:
 - (i) luggage;
 - (ii) personal effects, household effects and consumer goods; and
 - (iii) motor vehicles necessary for the performance of the duties of the Representative and the Staff assigned to stay in the Republic of Kazakhstan;
- (c) exempt the Representative and the Staff who do not import any motor vehicle necessary for the performance of their duties into the Republic of Kazakhstan from taxes excluding value added tax, and fiscal charges in respect of the local purchase of one motor vehicle per Representative and per Staff;
- (d) exempt the Representative, the Staff and their families from the registration fee of the motor vehicles mentioned in (b) (iii) and (c);

- (e) permit the Representative, the Staff and their families to enter, leave and sojourn in the Republic of Kazakhstan for the duration of their assignment therein, offer them the convenience for procedures of alien registration requirements, and exempt them from consular fees;
 - (f) issue the Representative and the Staff documents confirming their status;
 - (g) provide necessary assistance to the Representative, the Staff and their families for acquisition of car driving license; and
 - (h) carry out other measures necessary for the performance of the duties of the Representative and the Staff, provided that the competent authorities of the two Governments should agree upon such other measures if those measures require supplementary budgetary appropriations.
- (2) (a) exempt the Office from consular fees, taxes, customs duties, customs charges and payments, fiscal charges and application of non - tariff measures including the requirements of obtaining import license and certificate of foreign exchange coverage, except those for safety requirements, in respect of the importation of the equipment, machinery, motor vehicles and materials necessary for the activities of the Office;
- (b) exempt the Office from taxes excluding value added tax, and fiscal charges in respect of the local purchase of the equipment, machinery, motor vehicles and materials necessary for the functions of the Office; and

(c) exempt the Office from taxes including income tax, and fiscal charges imposed on or in connection with office expenses remitted from abroad.

3. The motor vehicles mentioned in paragraph 2 shall be subject to payment of taxes, customs duties, customs charges and payments if they are subsequently sold or transferred within the Republic of Kazakhstan to individuals or organizations not entitled to exemption from such taxes, customs duties, customs charges and payments or similar privileges.
4. The Government of the Republic of Kazakhstan shall accord the Representative, the Staff and their families as well as the Office such privileges, exemptions and benefits as are no less favorable than those accorded to representatives, staff and their families as well as offices of any third country or of any international organization performing a similar mission in the Republic of Kazakhstan, except those who are members of the diplomatic missions.

ARTICLE X

The Government of the Republic of Kazakhstan shall take necessary measures to ensure security of the Experts, the Senior Volunteers, members of the Missions, the Representative, the Staff and their families staying in the Republic of Kazakhstan.

ARTICLE XI

1. The Government of Japan and the Government of the Republic of Kazakhstan shall consult with each other in respect of any matter that may arise from or in connection with this Agreement.
2. This Agreement may be amended by mutual agreement in writing of the two Governments.

ARTICLE XII

1. The provisions of this Agreement shall also apply, after the entering into force of this Agreement, to the specific technical cooperation programs which have commenced prior to the entering into force of this Agreement, and to the Experts, the Senior Volunteers, members of the Missions, the Representative, the Staff and their families staying in the Republic of Kazakhstan as well as to the equipment, machinery and materials related to the said programs.
2. The termination of this Agreement shall neither affect the specific technical cooperation programs being carried out until the date of the completion of the said programs, unless otherwise decided upon by the mutual consent between the two Governments, nor affect the privileges, exemptions and benefits accorded to the Experts, the Senior Volunteers, members of the Missions, the Representative, the Staff and their families staying in the Republic of Kazakhstan for the performance of their duties in connection with the said programs.

ARTICLE XIII

1. This Agreement shall enter into force on the date of the receipt by the Government of Japan of the written notification from the Government of the Republic of Kazakhstan of the completion of necessary domestic procedures for the entry into force of this Agreement.
2. This Agreement shall remain in force for a period of one year, and shall 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 Astana on August 27, 2004.

For the Government
of Japan:

For the Government of the Republic of
Kazakhstan: