

AGREEMENT ON TECHNICAL CO-OPERATION BETWEEN THE GOVERNMENT OF JAPAN AND THE GOVERNMENT OF THE KINGDOM OF THAILAND

The Government of Japan and the Government of the Kingdom of Thailand,
Desiring to strengthen further the friendly relations existing between
the two countries by the promotion of technical co - operation, 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 endeavour to promote technical co - operation
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 co
- operation programmes 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, endeavour to assist the Government of the Kingdom of
Thailand in economic and social development projects by carrying out at
its own expense the following forms of technical co - operation:

- (a) receiving Thai nationals for technical training in Japan;
- (b) dispatching Japanese experts (hereinafter referred to as "the Experts") to the Kingdom of Thailand;
- (c) dispatching Japanese missions (hereinafter referred to as "the Missions") to the Kingdom of Thailand to conduct surveys of economic and social development projects of the Kingdom of Thailand;
- (d) providing the Government of the Kingdom of Thailand with equipment, machinery and materials; and
- (e) providing the Government of the Kingdom of Thailand with other forms of aid related to the activities of technical co - operation as may be mutually agreed upon between the two Governments.

Article IV

In case the Government of Japan dispatches the Experts, the Government of the Kingdom of Thailand will, in accordance with the laws and regulations in force in the Kingdom of Thailand, take at its own expense the following measures:

- (a) to provide office accommodation and other facilities required for the performance of the duties of the Experts ;
- (b) to provide the local staff (including Thai counterparts to the Experts and, if necessary, adequate interpreters) necessary for the performance of the duties of the Experts;
- (c) to bear expenses for
 - (i) daily transportation to and from their place of work,

- (ii) their official travels and subsistence allowance for the travels on duty in the Kingdom of Thailand, and
- (iii) their official correspondence; and
- (d) to provide housing allowance and medical expenses.

Article V

- 1 (1) The Government of the Kingdom of Thailand will
 - (a) levy no taxes and other fiscal charges imposed on or in connection with any emoluments or allowances paid to the Experts and members of the Missions for their services in connection with the specific technical co - operation programmes; and
 - (b) exempt the Experts from customs duties, taxes and other charges of similar nature, in respect of the importation, within six months of their initial arrival, of
 - (i) personal and household goods, and
 - (ii) one motor vehicle per Expert assigned to stay for at least one year in the Kingdom of Thailand.
- (2) The goods and the motor vehicle mentioned above will be subject to payment of customs duties and taxes if they are subsequently sold or transferred within the Kingdom of Thailand to individuals or organizations not entitled to exemption from such duties and taxes or similar privileges.
2. The Government of the Kingdom of Thailand will also 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 Kingdom of Thailand for the duration of their assignment therein, and exempt them from alien registration requirements and consular fees; and
- (b) to issue to the Experts identification cards which will ensure that appropriate authorities will accord necessary facilities to them in the performance of the functions of the Experts.

Article VI

The Government of the Kingdom of Thailand will accord the Experts and their families such privileges and facilities as are no less favourable than those provided under the technical co - operation scheme of the Colombo Plan in the Kingdom of Thailand.

Article VII

The Government of the Kingdom of Thailand 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 agreed upon by the two Governments, except when the two Governments agree that such claims arise from gross negligence or wilful misconduct on the part of the Experts or members of the Missions.

Article VIII

1. In case the Government of Japan provides the Government of the Kingdom of Thailand with equipment, machinery and materials, they will become the property of the Government of the Kingdom of Thailand upon being

delivered c.i.f. at the port of disembarkation to the authorities concerned of the Government of the Kingdom of Thailand. The equipment, machinery and materials mentioned above will be utilized for the purpose for which they will be provided unless otherwise agreed upon.

2. The Government of the Kingdom of Thailand will exempt the equipment, machinery and materials referred to in paragraph 1 above from customs duties, taxes and other charges of similar nature.
3. The expenses for the transportation within the Kingdom of Thailand of the equipment, machinery and materials referred to in paragraph 1 above, as well as the expenses for their replacement will be borne by the Government of the Kingdom of Thailand.
4. The equipment, machinery and materials which the Experts and the Missions carry with them for the performance of their duties will remain the property of the Government of Japan unless otherwise agreed upon.

The Experts and the Missions will be exempted from customs duties, taxes and other charges of similar nature to be imposed on the equipment, machinery and materials in the Kingdom of Thailand, at the time of the importation of such equipment, machinery and materials.

Article IX

The Experts will maintain close contact with the Government of the Kingdom of Thailand through organizations designated by it.

Article X

1. The Government of the Kingdom of Thailand agrees that a resident representative and his staff (hereinafter referred to as "the Resident Representative and his Staff") of the Japan International Cooperation Agency (hereinafter referred to as "JICA"), the executing agency for technical co - operation by the Government of Japan, discharge the duties to be assigned to them by JICA relative to the activities of the technical co - operation programmes under this Agreement.
2. The Resident Representative and his Staff and their families, not being nationals or permanent residents of the Kingdom of Thailand, will enjoy the same privileges and facilities as accorded to the Experts in Article V and paragraph 4 of Article VIII.

Article XI

The Government of Japan and the Government of the Kingdom of Thailand will consult with each other in respect of any matter that may arise from or in connection with this Agreement.

Article XII

1. The provisions of this Agreement will also apply to the specific technical co - operation programmes 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 Resident Representative and his Staff of JICA staying in the Kingdom of Thailand,

as well as to the equipment, machinery and materials brought into the Kingdom of Thailand to carry out the said programmes.

2. The termination of this Agreement will neither affect the specific technical co - operation programmes being carried out until the date of the completion of the said programmes, unless otherwise the two Governments expressly agree, nor affect the privileges and facilities accorded to the Experts and their families, members of the Missions, the Resident Representative and his Staff of JICA and their families staying in the Kingdom of Thailand for the performance of their duties in connection with the said programmes.

Article XIII

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 Tokyo on November 5, 1981.

For the Government of Japan:

(Signed) Sunao Sonoda

For the Government of the Kingdom of Thailand:

(Signed) Siddhi Savetsila