

# AGREEMENT ON TECHNICAL COOPERATION BETWEEN THE GOVERNMENT OF JAPAN AND THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT

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The Government of Japan and the Government of the Arab Republic of Egypt,  
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 endeavour 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 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, carry out at its own expense the following forms of  
technical cooperation:

- (a) receiving Egyptian nationals for technical training in Japan;

- (b) dispatching Japanese experts (hereinafter referred to as "the Experts") to the Arab Republic of Egypt;
- (c) dispatching Japanese missions (hereinafter referred to as "the Missions") to the Arab Republic of Egypt to conduct surveys of economic and social development projects of the Arab Republic of Egypt;
- (d) providing the Government of the Arab Republic of Egypt with equipment, machinery and materials; and
- (e) providing the Government of the Arab Republic of Egypt with other forms of technical cooperation 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 Arab Republic of Egypt will 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 Egyptian 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 in the Arab Republic of Egypt, and
  - (iii) their official correspondence; and

(d) to provide such appropriate housing accommodation as the circumstances permit and medical care.

## Article V

1 (1) The Government of the Arab Republic of Egypt will:

(a) exempt the Experts and members of the Missions from income taxes and other fiscal charges payable under the legislation of the Arab Republic of Egypt in respect of any emoluments or allowances remitted to them from overseas; and

(b) exempt the Experts and their families from consular fees, customs duties, internal taxes and other charges of a similar nature, payable under the legislation of the Arab Republic of Egypt, as well as from the requirement of obtaining import license and certificate of foreign exchange coverage, 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 Arab Republic of Egypt.

(2) The motor vehicle mentioned above will be subject to payment of customs duties and taxes if it is subsequently sold or transferred within the Arab Republic of Egypt to individuals or organizations not entitled to exemption from such duties and taxes or similar privileges.

2 The Government of the Arab Republic of Egypt 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 Arab Republic of Egypt for the duration of their assignment therein, and exempt them from consular fees; and
- (b) to issue to the Experts identification cards to facilitate the performance of the duties of the Experts.

#### Article VI

The Government of the Arab Republic of Egypt 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 wilful misconduct on the part of the Experts, or members of the Missions.

#### Article VII

- 1 In case the Government of Japan provides the Government of the Arab Republic of Egypt with equipment, machinery and materials, they will become the property of the Government of the Arab Republic of Egypt upon being delivered c. i. f. at the port of disembarkation to the authorities concerned of the Government of the Arab Republic of Egypt. 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 Arab Republic of Egypt will exempt the equipment, machinery and materials referred to in paragraph 1 above from consular

fees, customs duties, internal taxes and other charges of a similar nature as well as from the requirement of obtaining import license and certificate of foreign exchange coverage.

3 The expenses for the transportation within the Arab Republic of Egypt of the equipment, machinery and materials referred to in paragraph 1 above will be borne by the Government of the Arab Republic of Egypt.

4 The equipment, machinery and materials which the Experts and members of 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 members of the Missions will be exempted from consular fees, customs duties, internal taxes and other charges of a similar nature as well as from the requirement of obtaining import licenses and certificate of foreign exchange coverage to be imposed in the Arab Republic of Egypt in respect of the importation of such equipment, machinery and materials provided that these equipment, machinery and materials are registered with the authority concerned of the Government of the Arab Republic of Egypt at their initial delivery in the Arab Republic of Egypt.

#### Article VIII

The Experts and members of the Missions will maintain close contact with the Government of the Arab Republic of Egypt through organizations designated by it.

## Article IX

- 1 The Government of the Arab Republic of Egypt 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 cooperation by the Government of Japan, discharge the duties in the Arab Republic of Egypt to be assigned to them by JICA relative to the activities of the technical cooperation programmes under this Agreement. The number of the staff to be appointed would be agreed upon between the authorities concerned of the two Governments.
- 2 The Resident Representative and his Staff and their families, not being nationals or permanent residents of the Arab Republic of Egypt, will enjoy the same privileges, exemptions, and benefits as accorded to the Experts and their families in accordance with Article V and paragraph 4 of Article VII.
- 3 The Resident Representative and his Staff will be exempted from consular fees, customs duties, internal taxes and other charges of a similar nature as well as from the requirement of obtaining import licenses and certificates of foreign exchange coverage, to be imposed in the Arab Republic of Egypt, in respect of equipment, machinery and materials to be brought into the Arab Republic of Egypt for the performance of their official duties.
- 4 The Resident Representative and his Staff will be exempted from income taxes and other fiscal charges imposed on or in connection with remittance from overseas of expenses for the performance of their official duties.

## Article X

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

## Article XI

1 The provisions of this Agreement will also apply to the specific technical cooperation 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 and their families staying in the Arab Republic of Egypt, as well as to the equipment, machinery and materials brought into the Arab Republic of Egypt to carry out the said programmes.

2 The termination of this Agreement will neither affect the specific technical cooperation 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, exemptions and benefits 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 Arab Republic of Egypt for the performance of their duties in connection with the said programmes.

## Article XII

1 This Agreement will enter into force on the date of the receipt by the Government of Japan of the written notification from the Government of

the Arab Republic of Egypt of the completion of constitutional procedures for the entry into force of this Agreement.

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 Cairo on June 15th, 1983.

For the Government of  
Japan:

For the Government of the Arab Republic of  
Egypt:

(signed)

Yosuke Nakae

(signed)

Aly Shawky El - Hadidy