

AGREEMENT OF TECHNICAL COOPERATION BETWEEN THE GOVERNMENT OF JAPAN AND THE GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN

The Government of Japan and the Government of the Hashemite Kingdom of Jordan,

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 Jordanian nationals for technical training in Japan:
- (b) dispatching Japanese experts(hereinafter referred to as "the Experts") to the Hashemite Kingdom of Jordan:
- (c) dispatching Japanese missions (hereinafter referred to as "the Missions") to the Hashemite Kingdom of Jordan to conduct surveys of economic and social development projects of the Hashemite Kingdom of Jordan:
- (d) providing the Government of the Hashemite Kingdom of Jordan with equipment, machinery and materials: and
- (e) providing the Government of the Hashemite Kingdom of Jordan 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 and the Missions, the Government of the Hashemite Kingdom of Jordan 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 and the Missions:
- (b) to provide the local staff (including Jordanian 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 Hashemite Kingdom of Jordan, and
- (iii) their official correspondence:
- (d) to provide housing accommodation for the Experts whenever local conditions and financial possibilities of Jordanian authorities concerned may permit: and
- (e) to provide medical care and facilities for the Experts and members of the Missions whenever local conditions and financial possibilities of Jordanian authorities concerned may permit.

Article V

- 1 (1) The Government of the Hashemite Kingdom of Jordan will:
 - (a) exempt the Experts and members of the Missions from income taxes and other fiscal charges imposed on or in connection with any emoluments or allowances remitted to them from overseas: and
 - (b) exempt the Experts and their families as well as members of the Missions 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, in respect of the importation of
 - (i) personal and household goods, and
 - (ii) one motor vehicle per Expert assigned to stay in the Hashemite Kingdom of Jordan.
- (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 Hashemite Kingdom of Jordan to individuals or

organizations not entitled to exemption from such duties and taxes or similar privileges.

2 The Government of the Hashemite Kingdom of Jordan 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 Hashemite Kingdom of Jordan 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 the convenience for acquisition of car driving license: and

(d) to issue to the Experts and their families residence permits.

Article VI

The Government of the Hashemite Kingdom of Jordan 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 the missions of any third country or of any international organizations performing similar mission in the Hashemite Kingdom of Jordan.

Article VII

The Government of the Hashemite Kingdom of Jordan 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 VIII

- 1 In case the Government of Japan provides the Government of the Hashemite Kingdom of Jordan with equipment, machinery and materials, they will become the property of the Government of the Hashemite Kingdom of Jordan upon being delivered c. i. f. at the port of disembarkation to authorities concerned of the Government of the Hashemite Kingdom of Jordan. 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 Hashemite Kingdom of Jordan 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 Hashemite Kingdom of Jordan of the equipment, machinery and materials referred to in paragraph 1 above and the expenses for their replacement will be borne by the Government of the Hashemite Kingdom of Jordan.

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 licence and certificate of foreign exchange coverage to be imposed in the Hashemite Kingdom of Jordan in respect of the importation of such equipment, machinery and materials.

Article IX

The Experts and members of the Missions will maintain close contact with the Government of the Hashemite Kingdom of Jordan through organizations designated by it.

Article X

1 The Government of the Hashemite Kingdom of Jordan will admit the Japan International Cooperation Agency (hereinafter referred to as "JICA"), the executing agency for technical cooperation by the Government of Japan, to establish an overseas office of JICA in the Hashemite Kingdom of Jordan and will accept a Resident Representative and his staff of JICA to be dispatched from Japan (hereinafter referred to as "the Representative and Staff") who discharge the duties in the Hashemite Kingdom of Jordan to

be assigned by JICA concerning the technical cooperation programmes under this Agreement.

2 The Government of the Hashemite Kingdom of Jordan will accord the Representative and Staff and their families, as well as the overseas office of JICA in the Hashemite Kingdom of Jordan the following privileges, exemptions and benefits:

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

- (a) same privileges, exemptions and benefits as accorded to the Experts and their families as well as members of the Missions under Article V, Article VI and paragraph 4 of Article VIII of this Agreement, and
- (b) exemptions from income taxes and other fiscal charges imposed on or in connection with remittance from overseas of expenses for the performance of their duties.

(2) For the overseas office of JICA:

- (a) exemption from payment of customs duties and other charges imposed on or in connection with the importation of office equipment and other articles necessary for office activities including telex machine and motor vehicles, the number of which shall be two, unless otherwise agreed upon between the two Governments, and
- (b) exemption from payment of income taxes and other charges imposed on or in connection with office expenses to be remitted from overseas.

Article XI

The Government of Japan and the Government of the Hashemite Kingdom of Jordan 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 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 Representative and Staff and their families staying in the Hashemite Kingdom of Jordan, as well as to the equipment, machinery and materials brought into the Hashemite Kingdom of Jordan 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 Representative and Staff and their families staying in the Hashemite Kingdom of Jordan 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 Amman on July 16, 1985.

For the Government of
Japan:

For the Government of the Hashemite Kingdom
of Jordan:

(signed)

Shintaro Abe

(signed)

A. Nsour