

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

The Government of Japan and the Government of the Republic of Yemen,
Desiring to strengthen further the friendly relations existing between
their 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 Yemenies nationals for technical training in Japan;

- (b) dispatching Japanese experts (hereinafter referred to as "the Experts") to the Republic of Yemen;
- (c) dispatching Japanese missions (hereinafter referred to as "the Missions") to the Republic of Yemen to conduct surveys of economic and social development projects of the Republic of Yemen;
- (d) providing the Government of the Republic of Yemen with equipment, machinery and materials; and
- (e) providing the Government of the Republic of Yemen with other forms of technical cooperation as may be mutually agreed upon between the two Governments.

ARTICLE IV

The Government of the Republic of Yemen will ensure that the techniques and knowledge acquired by Yemenies nationals 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 Republic of Yemen.

ARTICLE V

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

- (a) to provide suitable office and other facilities 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 the Yemeni 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 Republic of Yemen, and
 - (iii) their official correspondence;
- (d) to provide rent - free housing accommodation for the Experts and their families whenever local conditions and financial possibilities of authorities concerned of the Government of the Republic of Yemen may permit; and
- (e) to provide free medical care and facilities for the Experts and their families as well as members of the Missions whenever local conditions and financial possibilities of authorities concerned of the Government of the Republic of Yemen may permit.

ARTICLE VI

- 1 (1) The Government of the Republic of Yemen will:
- (a) exempt the Experts and members of the Missions from income tax and other 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, taxes and other 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 to be brought into the Republic of Yemen for the Experts' and their families' use, and

(iii) one motor vehicle per Expert assigned to stay in the Republic of Yemen.

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

2 The Government of the Republic of Yemen 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 Republic of Yemen 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 licence; and

(d) other measures necessary for the performance of the duties of the Experts and the Missions.

3 The Government of the Republic of Yemen 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 organizations performing similar mission in the Republic of Yemen.

ARTICLE VII

The Government of the Republic of Yemen 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 Republic of Yemen with equipment, machinery and materials, they will become the property of the Republic of Yemen upon being delivered c. i. f. at the port of the disembarkation to authorities concerned of the Government of the Republic of Yemen. 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 Republic of Yemen will exempt the equipment, machinery and materials referred to in paragraph 1 above from consular fees, custom duties, taxes and other 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 Republic of Yemen of the equipment, machinery and materials referred to in paragraph 1 above and the expenses for their replacement, maintenance and repair will be borne by the Government of the Republic of Yemen.

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, taxes and other 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.

ARTICLE IX

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

ARTICLE X

1 The Government of the Republic of Yemen 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 Republic of Yemen (hereinafter referred to as "the Office") 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 Republic of Yemen to be assigned by JICA concerning the technical cooperation programmes under this Agreement.

2 The Government of the Republic of Yemen 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) same privileges, exemptions and benefits as accorded to the Experts and their families as well as members of the Missions under Article VI of this Agreement,

(b) exemption from consular fees, customs duties, taxes and other 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 and materials necessary for the performance of the duties of the Representative and Staff, and

(c) exemption from income tax and other charges imposed on or in connection with remittance from overseas of expenses for the performance of the duties of the Representative and Staff.

(2) For the Office;

(a) exemption from consular fees, customs duties, taxes and other 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, and

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

3 The Government of the Republic of Yemen 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 organizations performing similar mission in the Republic of Yemen.

ARTICLE XI

The Government of Japan and the Government of the Republic of Yemen 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 and members of the Missions staying in the Republic of Yemen,

as well as to the equipment, machinery and materials brought into the Republic of Yemen 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 Republic of Yemen 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, 1993.

For the Government

of Japan:

For the Government

of the Republic of Yemen: