

# AGREEMENT ON TECHNICAL CO-OPERATION BETWEEN THE GOVERNMENT OF JAPAN AND THE GOVERNMENT OF THE REPUBLIC OF COLOMBIA

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The Government of Japan and the Government of the Republic of Colombia,  
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 progress 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

In order to achieve the objectives of this Agreement, the Government of  
Japan will, in accordance with the laws and regulations in force in Japan  
and through arrangements referred to in Article III, carry out at its own  
expense the following forms of technical co - operation:

- (a) receiving Colombian nationals for technical training in Japan;
- (b) dispatching Japanese experts to the Republic of Colombia;
- (c) providing the Government of the Republic of Colombia with equipment,  
machinery and materials;

- (d) sending missions to the Republic of Colombia to conduct surveys of economic and social development projects of the Republic of Colombia; and
- (e) any other form of technical co - operation which may be mutually agreed upon.

### Article III

For the purpose of implementing the technical co - operation referred to in Article II, 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 IV

The Government of the Republic of Colombia will ensure that the techniques and knowledge acquired by Colombian nationals as a result of the Japanese co - operation as provided for in Article II will contribute to the economic and social development of the Republic of Colombia.

### Article V

1. In case the Government of Japan dispatches experts (hereinafter referred to as "the Experts"), the Government of the Republic of Colombia will take at its own expense the following measures:
  - (a) to provide offices and other facilities required for the performance of the duties of the Experts and to bear the expenses for the maintenance thereof;

- (b) to provide the local staff (including the Colombian counterparts to the Experts and, if necessary, adequate interpreters) necessary for the performance of the duties of the Experts; and
  - (c) to bear expenses:
    - (i) for daily transportation to and from their place of work;
    - (ii) for their official travels in the Republic of Colombia; and
    - (iii) for their official correspondence.
2. The Government of the Republic of Colombia will grant the Experts and their families:
- (a) appropriate furnished accommodation; and
  - (b) free medical service and facilities in case of accident or illness resulting from the work or from the conditions of the local environment.

## Article VI

1. The Experts will be exempt from income tax and charges of any kind imposed on or in connection with the allowances remitted from abroad.
2. The Experts and their families will be exempt from the requirement of obtaining import licenses and certificates of foreign exchange coverage, consular fees, customs duties and any other charges, except those which represent payment for specific services rendered, in respect of the importation, during six months after their arrival, of:
- (a) the Experts' and their families' baggage;
  - (b) personal and household goods and consumer goods brought into the Republic of Colombia for the Experts' and their families' use; and

(c) one motor vehicle for the Experts' personal use brought into the Republic of Colombia in their own name or in the name of their spouses, provided that the Experts remain in the country for at least one year. The authorization to import a motor vehicle will be granted by the Ministry of External Relations of the Republic of Colombia upon prior application of the Embassy of Japan. Instead of importing one motor vehicle in accordance with the above, the Experts may buy one Colombian produced motor vehicle without internal taxes and other charges imposed on the motor vehicle in the Republic of Colombia. The motor vehicle imported or bought in the Republic of Colombia may be sold or transferred in accordance with the laws and regulations in force in the Republic of Colombia.

3. The Experts and their families will be exempt from the requirement of obtaining export licenses, customs duties and any other charges for the exportation of the baggage, goods and the motor vehicle mentioned in paragraph 2 above.
4. The Government of the Republic of Colombia will also take the following measures:
  - (a) to issue, upon application, entry and exit visas for the Experts and their families free of charge; and
  - (b) to issue identification cards to the Experts and their families to secure the co - operation of all governmental organizations necessary for the performance of the duties of the Experts.
5. The Experts and their families will be granted such other privileges, exemptions and benefits as are no less favourable than those granted to

experts of any third country or of any international organization performing similar mission in the Republic of Colombia.

#### Article VII

The Government of the Republic of Colombia will bear claims, if any arises, against the Experts 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 willful misconduct on the part of the Experts.

#### Article VIII

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

#### Article IX

1. In case the Government of Japan provides the Government of the Republic of Colombia with equipment, machinery and materials, they will become the property of the Government of the Republic of Colombia upon being delivered c. i. f. at the port of disembarkation to the authorities concerned of the Government of the Republic of Colombia.

Such equipment, machinery and materials will be utilized for the purpose for which they will be provided.

2. The Government of the Republic of Colombia will exempt the equipment, machinery and materials referred to in paragraph 1 above from the requirement for import licenses and certificates of foreign exchange coverage, consular fees, customs duties and any other charges.

3. The expenses for the transportation within the country 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 Republic of Colombia.
4. The equipment, machinery and materials which the Experts and the missions referred to in (d) of Article II will carry with them for the performance of their duties will remain the property of the Government of Japan unless otherwise agreed.

The Experts and the missions mentioned above will be exempt from internal taxes and other charges to be imposed on the equipment, machinery and materials in the Republic of Colombia, as well as from the requirement of obtaining import licenses and certificates of foreign exchange coverage, consular fees, customs duties and any other charges at the time of importation of the equipment, machinery and materials.

The Experts and the missions will be exempt from the requirement of obtaining export licenses, customs duties and any other charges at the time of the re - exportation of the equipment, machinery and materials.

5. The expenses for the transportation within the country of the equipment, machinery and materials referred to in paragraph 4 above will be borne by the Government of the Republic of Colombia.

#### Article X

The two Governments will consult with each other in respect of any matter that may arise from or in connection with this Agreement.

## Article XI

1. This Agreement will enter into force on the date of receipt by the Government of Japan of the written notification from the Government of the Republic of Colombia stating that necessary formalities for the entry into force of the Agreement have been completed.
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 the city of Bogota on the twenty - second day of December of the year One Thousand Nine Hundred and Seventy - Six.

For the Government of Japan :

(Signed) Masami Nakane

For the Government of the Republic of Colombia :

(Signed) Indalecio Liévano Aguirre