AGREEMENT ON TECHNICAL COOPERATION BETWEEN THE

GOVERNMENT OF JAPAN AND THE GOVERNMENT OF THE REPUBLIC

OF MALDIVES

The Government of Japan and the Government of the Republic of Maldives,

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 shall endeavor to promote technical cooperation between the two countries.

Article II

Separate arrangements which govern specific technical cooperation

programs carried out under this Agreement shall be agreed upon between the

competent authorities of the two Governments. The competent authority of

the Government of Japan is the Ministry of Foreign Affairs, and the

competent authority of the Government of the Republic of Maldives is the

Ministry of Foreign Affairs.

Article III

The following forms of technical cooperation will be carried out by the

Japan International Cooperation Agency (hereinafter referred to as "JICA")

at its own expense in accordance with the laws and regulations in force

in Japan as well as with the arrangements referred to in Article II:

(a) providing technical training to the Maldivian nationals;

(b) dispatching experts (hereinafter referred to as the "Experts") to the

Republic of Maldives;

(c) dispatching Japanese volunteers with a wide range of technical skills

and abundant experience (hereinafter referred to as the "Senior

Volunteers") to the Republic of Maldives;

(d) dispatching Japanese missions (hereinafter referred to as the

"Missions") to the Republic of Maldives to conduct surveys of economic

and social development projects of the Republic of Maldives;

(e) providing the Government of the Republic of Maldives with equipment,

machinery and materials; and

(f) providing the Government of the Republic of Maldives with other forms

of technical cooperation as may be decided upon by mutual consent

between the two Governments.

Article IV

The Government of the Republic of Maldives shall ensure that the techniques and knowledge acquired by the Maldivian nationals as well as the equipment, machinery and materials provided as a result of the Japanese technical cooperation as set forth in Article III contribute to the economic and social development of the Republic of Maldives, and are not utilized for

military purposes.

Article V

In case JICA dispatches the Experts, the Senior Volunteers and the

Missions, the Government of the Republic of Maldives shall:

1. (1)(a) exempt the Experts, the Senior Volunteers and members of the

Missions from taxes including income tax, and fiscal charges imposed

on or in connection with salaries and any allowances remitted to

them from abroad;

(b) exempt the Experts, the Senior Volunteers, members of the

Missions and their families from consular fees, taxes including

customs duties and fiscal charges, 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 effects, household effects and consumer goods; and

(iii) one motor vehicle per Expert, per family of the Expert, per

Senior Volunteer and per family of the Senior Volunteer assigned

to stay in the Republic of Maldives;

(c) exempt the Experts, the Senior Volunteers and their families who

do not import any motor vehicle into the Republic of Maldives from

taxes including value added tax and fiscal charges in respect of

the local purchase of one motor vehicle per Expert, per family of

the Expert, per Senior Volunteer and per family of the Senior

Volunteer; and

(d) exempt the Experts, the Senior Volunteers and their families from

the registration fee of the motor vehicles mentioned in (b)(iii)

and (c).

(2)(a) provide at its own expense suitable office and other facilities

including telephone and facsimile services necessary for the

performance of the duties of the Experts, the Senior Volunteers and

the Missions as well as bear the expenses for their operation and

maintenance;

(b) provide at its own expense the local staff (including adequate

interpreters, if necessary) as well as Maldives counterparts to the

Experts, the Senior Volunteers and the Missions necessary for the

performance of their duties;

(c) bear expenses of the Experts and the Senior Volunteers, for:

(i) daily transportation to and from their place of work;

(ii) their official travels within the Republic of Maldives; and

(iii) their official correspondence;

(d) provide the convenience for acquisition of appropriate housing

accommodation for the Experts, the Senior Volunteers and their

families; and

(e) provide the convenience for receiving medical care and facilities

for the Experts, the Senior Volunteers, members of the Missions and

their families.

(3)(a) permit the Experts, the Senior Volunteers, members of the

Missions and their families to enter, leave and sojourn in the

Republic of Maldives for the duration of their assignment therein,

offer them the convenience for procedures of alien registration

requirements, and exempt them from consular fees;

(b) issue identification cards to the Experts, the Senior Volunteers

and members of the Missions to secure the cooperation of all

governmental organizations necessary for the performance of their

duties;

(c) offer the Experts, the Senior Volunteers and their families the

convenience for acquisition of car driving license; and

(d) carry out other measures necessary for the performance of the

duties of the Experts, the Senior Volunteers and the Missions.

2. The motor vehicles mentioned in paragraph 1. shall be subject to payment

of taxes including customs duties if they are subsequently sold or

transferred within the Republic of Maldives to individuals or

organizations not entitled to exemption from such taxes or similar

privileges.

3. The Government of the Republic of Maldives shall accord the Experts, the

Senior Volunteers, members of the Missions and their families such

privileges, exemptions and benefits as are no less favorable than those

accorded to experts, senior volunteers, members of missions and their

families of any third country or of any international organization

performing a similar mission in the Republic of Maldives.

Article VI

The Government of the Republic of Maldives shall bear claims, if any

arises, against the Experts, the Senior Volunteers and members of the

Missions resulting from, occurring in the course of, or otherwise connected with, the performance 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, the Senior Volunteers or members of the Missions.

Article VII

1. (1) In case JICA provides the Government of the Republic of Maldives with

equipment, machinery and materials, the Government of the Republic of

Maldives shall exempt such equipment, machinery and materials from

consular fees, taxes including customs duties and fiscal charges, as

well as from the requirements of obtaining import license and

certificate of foreign exchange coverage, in respect of the

importation. The equipment, machinery and materials mentioned above

shall become the property of the Government of the Republic of Maldives

upon being delivered c. i. f. at the port of the disembarkation to

competent authorities of the Government of the Republic of Maldives.

(2) In case JICA provides the Government of the Republic of Maldives with

equipment, machinery and materials, the Government of the Republic of

Maldives shall exempt such equipment, machinery and materials from taxes including value added tax and fiscal charges in respect of the local

purchase.

(3) The equipment, machinery and materials mentioned in sub‐paragraphs

(1) and (2) shall be utilized for the purpose specified in the

arrangements referred to in Article II unless otherwise agreed upon

between the competent authorities of the two Governments.

(4) The expenses for the transportation within the Republic of Maldives

of the equipment, machinery and materials mentioned in sub‐paragraphs

(1) and (2) and the expenses for their replacement, maintenance and

repair shall be borne by the Government of the Republic of Maldives.

2. (1) The equipment, machinery and materials, prepared by JICA, necessary

for the performance of the duties of the Experts, the Senior Volunteers

and members of the Missions shall remain the property of JICA unless

otherwise agreed upon between the competent authorities of the two

Governments.

(2) The Government of the Republic of Maldives shall exempt the Experts,

the Senior Volunteers and members of the Missions from consular fees,

taxes including customs duties and fiscal charges, 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 mentioned in sub‐paragraph (1).

(3) The Government of the Republic of Maldives shall exempt the Experts,

the Senior Volunteers and members of the Missions from taxes including

value added tax and fiscal charges in respect of the local purchase of

the equipment, machinery and materials mentioned in sub‐paragraph (1).

Article VIII

The Government of the Republic of Maldives shall maintain close contact,

through organizations designated by it, with the Experts, the Senior

Volunteers and members of the Missions.

Article IX

1. It is confirmed that JICA may maintain its overseas office in the Republic of Maldives (hereinafter referred to as the "Office") with a resident representative

and his/her staff to be dispatched from Japan (hereinafter referred to

as the "Representative" and the "Staff" respectively) who perform the

duties to be assigned to them by JICA relative to the technical

cooperation programs under this Agreement in the Republic of Maldives.

2. The Government of the Republic of Maldives shall:

(1)(a) exempt the Representative, the Staff and their families from taxes

including income tax and fiscal charges imposed on or in connection

with salaries and any allowances remitted to them from abroad;

(b) exempt the Representative, the Staff and their families from

consular fees, taxes including customs duties and fiscal charges,

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 effects, household effects and consumer goods; and

(iii) one motor vehicle per Representative, per Staff, per family

of the Representative and per that of the Staff assigned to stay

in the Republic of Maldives;

(c) exempt the Representative, the Staff and their families who do

not import any motor vehicle into the Republic of Maldives from taxes

including value added tax and fiscal charges in respect of the local

purchase of one motor vehicle per Representative, per Staff, per

family of the Representative and per that of the Staff;

(d) exempt the Representative, the Staff and their families from the

registration fee of the motor vehicles mentioned in (b)(iii) and (c);

(e) permit the Representative, the Staff and their families to enter,

leave and sojourn in the Republic of Maldives for the duration of their

assignment therein, offer them the convenience for procedures of

alien registration requirements, and exempt them from consular fees;

(f) issue identification cards to the Representative and the Staff and

issue special passes to the Representative and the Staff to enter airport/seaport beyond

passport control point to receive and send off the Experts, the Senior

Volunteers and members of the Missions;

(g) offer the Representative, the Staff and their families the

convenience for acquisition of car driving license; and

(h) carry out other measures necessary for the performance of the

duties of the Representative and the Staff.

(2)(a) exempt the Office from consular fees, taxes including customs

duties and fiscal charges, 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, including motor vehicles, necessary for activities of

the Office;

(b) exempt the Office from taxes including value added tax and fiscal

charges in respect of the local purchase of the equipment, machinery

and materials,including motor vehicles and materials necessary for

the functions of the Office;

(c) exempt the Office from the registration fee of the motor vehicles

mentioned in (a) and (b)；and

(d) exempt the Office from taxes including income tax and fiscal

charges imposed on or in connection with office expenses remitted

from abroad.

3. The motor vehicles mentioned in paragraph ２.shall be subject to payment of taxes including customs duties if they are subsequently sold or transferred within the Republic of Maldives to individuals or organizations not entitled to exemption from such taxes or similar

privileges.

4. The Government of the Republic of Maldives shall accord the Representative,

the Staff and their families as well as the Office such privileges, exemptions

and benefits as are no less favorable than those accorded to representatives, staff and their families as well as offices of any third country or of any international organization performing a similar mission in the Republic of

Maldives.

Article X

The Government of the Republic of Maldives shall take necessary measures

to ensure security of the Experts, the Senior Volunteers, members of the

Missions, the Representative, the Staff and their families staying in the

Republic of Maldives.

Article XI

The two Governments shall 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 shall also apply, after the entering

into force of this Agreement, to the specific technical cooperation

programs which have commenced prior to the entering into force of this

Agreement, and to the Experts, the Senior Volunteers, members of the

Missions, the Representative, the Staff and their families staying in

the Republic of Maldives as well as to the equipment, machinery and

materials related to the said programs.

2. The termination of this Agreement shall neither affect the specific

technical cooperation programs being carried out until the date of the

completion of the said programs, unless otherwise decided upon by mutual

consent between the two Governments, nor affect the privileges,

exemptions and benefits accorded to the Experts, the Senior Volunteers,

members of the Missions, the Representative, the Staff and their families

staying in the Republic of Maldives for the performance of their duties

in connection with the said programs.

Article XIII

1. This Agreement shall enter into force on the date of the signature thereof.

2. This Agreement shall remain in force for a period of one year, and shall

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 Male on August 16, 2010.

For the Government For the Government

of Japan: of the Republic of Maldives: