AGREEMENT ON TECHNICAL COOPERATION

AND THE　JAPAN　OVERSEAS　COOPERATION　VOLUNTEERS PROGRAM

BETWEEN　THE　GOVERNMENT　OF　JAPAN

AND THE GOVERNMENT　OF THE REPUBLIC OF SOUTH AFRICA

The Government of Japan and the Government of the

Republic of South Africa (hereinafter referred to as

“the Parties”);

DESIRING to strengthen further the friendly relations existing between the two countries by the promotion of technical cooperation and activities of the Japan Overseas Cooperation Volunteers in the Republic of South Africa; and

CONSIDERING mutual benefits to be derived from promoting the economic and social development of their respective countries;

HAVE AGREED as follows:

Article I

For the purpose of this Agreement:

1. “Expert” means a person, excluding the Senior Volunteer provided for in (b) below, dispatched by the Japan International Cooperation Agency (hereinafter referred to as “JICA”) to the Republic of South Africa for a specific period of time in order to implement specific technical cooperation programs governed by the arrangements referred to in paragraph 1 of Article III;
2. “Senior Volunteer” means a Japanese volunteer

with a wide range of technical skills and

abundant experience despatched by JICA to the Republic of South Africa for a specific period of time in order to implement specific technical cooperation programs governed by the arrangements referred to in paragraph 1 of Article III;

1. “Member of a family” means:

(ⅰ) the spouse;

(ⅱ) any dependent child under the age of 18 years;

(ⅲ) any other dependent person officially recognized as a member of a family by JICA

and accepted as such by the Department of International Relations and Co-operation of the Republic of South Africa; and

(ⅳ) the life partner officially recognized as a member of a family by JICA and accepted as

such by the Department of International Relations and Co-operation of the Republic of South Africa;

1. “Mission” means a Japanese survey team dispatched by JICA to the Republic of South Africa for a specific period of time in order to conduct

surveys of economic and social development projects in the Republic of South Africa;

1. “Japan Overseas Cooperation Volunteer” means a Japanese volunteer with a certain level of technical skills dispatched by JICA to the Republic of South Africa for a specific period of time in order to implement specific programs of the Japan Overseas Cooperation Volunteers Program according to the schedules referred to in sub-paragraph (a) of paragraph 2 of Article IV;
2. “Representative” means the resident representative to be dispatched from Japan who is the head of the overseas office of JICA in the Republic of South Africa (hereinafter referred to as “the JICA Office”) and exercises the official functions to be assigned to him/her by JICA relative to technical cooperation and the Japan Overseas Cooperation Volunteers Program under this Agreement in the Republic of South Africa;

and

1. “Staff” means staff of the JICA Office, excluding the Representative, to be dispatched from Japan who exercises the official functions to be assigned to him/her by JICA relative to technical cooperation and the Japan Overseas Cooperation Volunteers Program under this Agreement in the Republic of South Africa.

Article II

The parties shall endeavour to promote technical cooperation and the Japan Overseas Cooperation Volunteers Program between the Parties.

Article III

1. Separate arrangements which govern specific technical cooperation programs carried out under this Agreement shall be agreed upon between the competent authorities of the Parties. 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 South Africa is the National Treasury.
2. On the basis of the arrangements referred to in paragraph 1, separate implementing arrangements which govern details and procedures of specific technical cooperation programs will be agreed upon between the relevant authorities of the Government of the Republic of South Africa or South African agencies responsible for the implementation of such programs, with the involvement of the competent authority of the Government of the Republic of South Africa, and JICA.

Article IV

1. The following forms of technical cooperation will be carried out by 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 paragraph 1 of Article III:
2. providing technical training to South African nationals;
3. dispatching the Experts to the Republic of South Africa;
4. dispatching the Senior Volunteers to the Republic of South Africa;
5. dispatching the Missions to the Republic of South Africa;
6. providing the Government of the Republic of South Africa with equipment, machinery and materials;

and

1. providing the Government of the Republic of South Africa with other forms of technical cooperation as may be decided upon by mutual consent between the Parties.
2. (a)　The Japan Overseas Cooperation Volunteers will be dispatched to the Republic of South Africa by JICA, in accordance with the laws and regulations in force in Japan, in order to implement specific programs of the Japan Overseas Cooperation Volunteers Program according to schedules to be separately agreed upon between the competent authorities of the Parties, and equipment, machinery and materials necessary for the exercise of their official functions will be made available by JICA.

(b) On the basis of the schedules referred to in sub-paragraph (a), separate implementing arrangements which govern details and procedures of specific programs of the Japan Overseas Cooperation Volunteers Program will be agreed upon between the relevant authorities of the Government of the Republic of South Africa or South African agencies responsible for the implementation of such programs, with the involvement of the competent authority of the Government of the Republic of South Africa, and JICA.

Article V

The Government of the Republic of South Africa shall apply South African domestic laws and regulations in order to ensure that the techniques and knowledge acquired by South African nationals as well as the equipment, machinery and materials donated to the Government of the Republic of South Africa as a result of the Japanese technical cooperation and the Japan Overseas Cooperation Volunteers Program as set forth in Article IV contribute to the economic and social development of the Republic of South Africa, and are not utilized for military purposes.

Article VI

1. The Government of the Republic of South Africa shall accord the Experts, the Senior Volunteers, members of the Missions and the Japan Overseas Cooperation Volunteers:
2. immunity from civil and criminal jurisdiction with respect to words spoken or written and acts performed by them in the exercise of their official functions;
3. exemption from taxation and imposition of other fiscal charges on the salaries and emoluments paid to them by JICA;
4. the same privileges in respect of exchange facilities as are accorded to representatives and/or staff of comparable ranks at offices of similar status accredited to the Republic of South Africa;
5. together with members of their families, the same repatriation facilities in time of international crisis as are accorded to representatives and /or staff of comparable ranks at offices of similar status accredited to the Republic of South Africa;
6. together with members of their families, the right to import, free of all taxes, including customs duties, and other fiscal charges as well as of the requirements of obtaining import licenses and certificates of foreign exchange coverage, their luggage, personal effects, household effects and consumer goods for personal use within six months of their initial arrival;
7. with the exception of the members of the Missions, the right to import or purchase locally, free of all taxes, including customs duties and value added tax, and other fiscal charges as well as of the requirements of obtaining import licenses and certificates of foreign exchange coverage, two motor vehicles if they are accompanied by one or more members of their family as defined in sub-paragraph (c) of Article I and one motor vehicle if they are not accompanied by such members of their family within six months of their initial arrival;
8. with respect to the Japan Overseas Cooperation Volunteers, permission to install and use radio communication sets necessary for the exercise of their official functions under such conditions as determined by the relevant authorities of the Government of the Republic of South Africa; and
9. together with members of their families,

exemption from immigration restrictions and alien registration.

1. The Government of the Republic of South Africa shall issue applicable identification cards or appropriate documentation to the Experts, the Senior Volunteers, members of the Missions and the Japan Overseas Cooperation Volunteers to secure the cooperation of all governmental organizations necessary for the exercise of their official functions.
2. The motor vehicles mentioned in sub-paragraph (f) of paragraph 1 shall be subject to payment of taxes including customs duties and value added tax, in accordance with the applicable South African domestic laws and regulations, if they are subsequently sold or transferred within the Republic of South Africa to individuals or organizations not entitled to exemption from such taxes or similar privileges.
3. The Government of the Republic of South Africa shall accord the Experts, the Senior Volunteers, members of the Missions, the Japan Overseas Cooperation Volunteers and members of their families such privileges, exemptions and benefits as are no less favourable than those accorded to representatives and/or staff of comparable ranks at offices of similar status accredited to the Republic of South Africa.

Article VII

With regard to the Experts, the Senior Volunteers, members of the Missions and the Japan Overseas Cooperation Volunteers, the following measures will be taken by the relevant authorities of the Government of the Republic of South Africa or South African agencies responsible for the implementation of specific technical cooperation programs and specific programs of the Japan Overseas Cooperation Volunteers Program on the basis of the implementing arrangements referred to in paragraph 2 of Article III and sub-paragraph (b) of paragraph 2 of Article IV and in compliance with South African domestic laws and regulations:

1. provision, at their own expense, of suitable office and other facilities including telephone and facsimile services necessary for the exercise of their official functions as well as payment of expenses for their operation and maintenance;
2. provision, at their own expense, of the local staff (including adequate interpreters, if necessary) as well as South African counterparts necessary for the exercise of their official functions;
3. payment of expenses for:

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

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

(ⅲ) their official correspondence;

1. together with members of their families, provision of assistance for:

(ⅰ) acquisition of appropriate housing accommodation;

(ⅱ) obtaining medical care and facilities; and

(ⅲ) acquisition of car driving licenses;

1. together with members of their families, provision of assistance for the entry into, sojourn in and departure from the Republic of South Africa for the duration of their assignment therein, including assistance with procedures of alien registration requirements; and
2. provision of such other assistance as is necessary for the exercise of their official functions.

Article VIII

1. In cases where JICA provides the Government of the Republic of South Africa with equipment, machinery and materials, such equipment, machinery and materials shall be donated to and become the property of the Government of the Republic of South Africa upon delivery, or in case of importation to the Republic of South Africa, upon delivery c.i.f. at the port of the disembarkation, to the relevant authorities of the Government of the Republic of South Africa or South African agencies responsible for the implementation of specific technical cooperation programs and specific programs of the Japan Overseas Cooperation Volunteers Program.
2. The expenses for the transportation within the Republic of South Africa of the equipment, machinery and materials donated to the Government of the Republic of South Africa in accordance with the provisions of paragraph 1 and the expenses for their replacement, maintenance and repair shall be borne by the Government of the Republic of South Africa, on the basis of the implementing arrangements referred to in paragraph 2 of Article III and sub-paragraph (b) of paragraph 2 of Article IV.
3. The equipment, machinery and materials donated to the Government of the Republic of South Africa in accordance with the provisions of paragraph 1 shall be utilized for the purpose prescribed in this Agreement unless otherwise agreed upon between the competent authorities of the Parties.
4. The equipment, machinery and materials, acquired by JICA, necessary for the exercise of the official functions of the Experts, the Senior Volunteers, members of the Missions and the Japan Overseas Cooperation Volunteers shall remain the property of JICA unless otherwise agreed upon between the competent authorities of the Parties.
5. The Government of the Republic of South Africa shall, through the competent authority of the Government of the Republic of South Africa, exempt equipment, machinery and materials mentioned in paragraphs 1 and 4 from all taxes, including customs duties and value added tax, and other fiscal charges as well as from the requirements of obtaining import licenses and certificates of foreign exchange coverage, in respect of their importation and local purchase.

Article IX

The relevant authorities of the Government of the Republic of South Africa or South African agencies responsible for the implementation of specific technical cooperation programs and specific programs of the Japan Overseas Cooperation Volunteers Program under this Agreement shall maintain close contact with the Experts, the Senior Volunteers, members of the Missions and the Japan Overseas Cooperation Volunteers.

Article X

1. It is confirmed that JICA may maintain the JICA Office with the Representative and the Staff in the Republic of South Africa.
2. The Government of the Republic of South Africa shall accord the Representative and the Staff:
3. immunity from civil and criminal jurisdiction with respect to words spoken or written and acts performed by them in the exercise of their official functions;
4. exemption from taxation and imposition of other fiscal charges on the salaries and emoluments paid to them by JICA;
5. the same privileges in respect of exchange facilities as are accorded to representatives and /or staff of comparable ranks at offices of similar status accredited to the Republic of South Africa;
6. together with members of their families, the same repatriation facilities in time of international crisis as are accorded to representatives and /or staff of comparable ranks at offices of similar status accredited to the Republic of South Africa;
7. together with members of their families, the right to import, free of all taxes, including customs duties, and other fiscal charges as well as of the requirements of obtaining import licenses and certificates of foreign exchange coverage, their luggage, personal effects, household effects and consumer goods for personal use within six months of their initial arrival;
8. the right to import or purchase locally, free of all taxes, including customs duties and value added tax, and other fiscal charges as well as of the requirements of obtaining import licenses and certificates of foreign exchange coverage, two motor vehicles if they are accompanied by one or more members of their family as defined in sub-paragraph (c) of Article I and one motor vehicle if they are not accompanied by such members of their family within six months of their initial arrival;
9. together with members of their families, exemption from immigration restrictions and alien registration;
10. together with members of their families, provision of assistance for the entry into, sojourn in and departure from the Republic of South Africa for the duration of their assignment therein, including assistance with procedures of alien registration requirements;
11. together with members of their families, provision of assistance for the acquisition of car driving licenses; and
12. provision of such other assistance as is necessary for the exercise of their official functions.
13. The Government of the Republic of South Africa shall issue applicable identification cards to the Representatives and the Staff.
14. The Government of the Republic of South Africa shall accord the JICA Office:
15. exemption from all taxes, including customs duties and value added tax, and other fiscal charges as well as from prohibition and restrictions on the equipment, machinery and materials, including motor vehicles, necessary for the activities and the official functions of the JICA Office in respect of their importation and local purchase, subject to the requirement that such equipment, machinery and materials, including motor vehicles, imported and purchased locally will not be sold in the Republic of South Africa unless otherwise agreed upon between the competent authorities of the Parties;
16. exemption from all taxes, including value added tax, and other fiscal charges, except for charges for public utilities and services, with respect to the building, property, funds and currency of the JICA Office; and
17. the right to:

(ⅰ) hold funds and currency of any kind, and operate accounts in any currency; and

(ⅱ) freely transfer its funds and currency to and from the Republic of South Africa, and convert its currency into any other currency.

1. The motor vehicles mentioned in sub-paragraph (f) of paragraph 2 and sub-paragraph (a) of paragraph 4 shall be subject to payment of taxes, including customs duties and value added tax, in accordance with the applicable South African domestic laws and regulations, if they are subsequently sold or transferred within the Republic of South Africa to individuals or organizations not entitled to exemption from such taxes or similar privileges.
2. The Government of the Republic of South Africa shall accord the Representative, the Staff and members of their families as well as the JICA Office such privileges, exemptions and benefits as are no less favourable than those accorded to representatives and/or staff of comparable ranks at offices of similar status accredited to the Republic of South Africa as well as to such offices.

Article XI

The Government of the Republic of South Africa shall take necessary measures to ensure for the Experts, the Senior Volunteers, members of the Missions, the Japan Overseas Cooperation Volunteers, the Representative, the staff and members of their families staying in the Republic of South Africa as well as for the JICA Office, the same level of security and protection as are provided to representatives and/or staff of comparable ranks at offices of similar status accredited to the Republic to South Africa and members of their families as well as to such offices.

Article XII

The Parties shall consult with each other in respect of any matter that may arise from or in connection with this Agreement.

Article XIII

1. The provisions of this Agreement shall also apply, after the entry into force of this Agreement, to the

specific technical cooperation programs and specific programs of the Japan Overseas Cooperation Volunteers Program which have commenced prior to the entry into force of this Agreement, and to the Experts, the Senior

Volunteers, members of the Missions, the Japan Overseas Cooperation Volunteers, the Representative, the Staff and members of their families staying in the Republic of South Africa as well as to the equipment, machinery and materials related to the said programs.

1. The termination of this Agreement shall neither affect the specific technical cooperation programs nor specific programs of the Japan Overseas Cooperation Volunteers Program being carried out until the date of the completion of the said programs, unless otherwise decided upon by mutual consent between the Parties, nor affect the privileges, exemptions and benefits accorded to the Experts, the Senior Volunteers, members of the Missions,

the Japan Overseas Cooperation Volunteers, the Representative, the Staff staying in the Republic of South Africa for the exercise of their official functions in connection with the said programs and to members of their families.

Article XIV

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 of the Parties has given to the other at least six months’ written

advance notice of its intention to terminate this

Agreement.

1. This Agreement may be amended by agreement in writing between the Parties.
2. The Exchange of Notes between the Parties concerning the dispatch of the Japan Overseas Cooperation Volunteers to the Republic of South Africa dated January 9, 2001 shall cease to be in force upon the entry into force of this Agreement.

IN WITNESS WHEREOF the undersigned, duly authorized by their respective Governments, have signed this Agreement.

DONE in duplicate, in the Japanese and English languages, both texts being equally authentic, at Tokyo on June 2, 2011.

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| For the Government of Japan: | For the Government of the Republic of South Africa: |