

AGREEMENT ON TECHENICAL COOPERATION
BETWEEN THE GOVERNMENT OF JAPAN
AND THE GOVERNMENT OF JAMAICA

The Government of Japan and the Government of Jamaica,

Desiring to strengthen further the friendly relations existing between the two countries by the promotion of technical cooperation,

Considering mutual benefits derived from promoting the economic and social development of their respective countries, and

Recalling the Exchange of Notes between the Government of Japan and the Government of Jamaica dated December 2, 1987, concerning the dispatch of Japanese Overseas Cooperation Volunteers (hereinafter referred to as "JOCV") to Jamaica under the Japan Overseas Cooperation Volunteers Programme (hereinafter referred to as "the Exchange of Notes"),

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 Jamaica is the Ministry of Foreign Affairs and Foreign Trade.

Article III

1. 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 Jamaican nationals;
- (b) dispatching experts (hereinafter referred to as the "JICA Experts") to Jamaica;

- (c) dispatching Japanese volunteers with a wide range of technical skills and abundant experience (hereinafter referred to as the “Japanese Senior Volunteers”) to Jamaica;
- (d) dispatching Japanese missions (hereinafter referred to as the “Japanese Missions”) to Jamaica to conduct surveys of economic and social development projects of Jamaica;
- (e) providing the Government of Jamaica with equipment, machinery and materials; and
- (f) providing the Government of Jamaica with other forms of technical cooperation as may be decided upon by mutual consent between the two Governments.

2. JOCV will be dispatched to Jamaica by JICA at its own expense in accordance with the laws and regulations in force in Japan, provisions of the Exchange of Notes, and relevant provisions of this Agreement.

Article IV

The Government of Jamaica shall ensure that the techniques and knowledge acquired by Jamaican 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 Jamaica, and are not utilized for military purposes.

Article V

In case JICA dispatches the JICA Experts, the Japanese Senior Volunteers and the Japanese Missions, the Government of Jamaica shall:

1. (1) (a) exempt the JICA Experts, the Japanese Senior Volunteers and members of the Japanese 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 JICA Experts, the Japanese Senior Volunteers, members of the Japanese Missions and their families from taxes including customs duties and fiscal charges, as well as from the requirements of obtaining import licenses in respect of the importation of:
 - (i) baggage;
 - (ii) personal and household effects, and

- (iii) one motor vehicle per JICA Expert, per family of the JICA Expert, per Japanese Senior Volunteer and per family of the Japanese Senior Volunteer assigned to stay in Jamaica;
- (c) exempt the JICA Experts, the Japanese Senior Volunteers and their families who do not import any motor vehicle into Jamaica from taxes including value added tax and fiscal charges in respect of the local purchase of one motor vehicle per JICA Expert, per family of the JICA Expert, per Japanese Senior Volunteer and per family of the Japanese Senior Volunteer; and
- (d) exempt the JICA Experts, the Japanese 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 offices and other facilities including telephone and facsimile services necessary for the performance of the duties of the JICA Experts, the Japanese Senior Volunteers and the Japanese 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 Jamaican counterparts to the JICA Experts, the Japanese Senior Volunteers and the Japanese Missions necessary for the performance of their duties;
- (c) bear expenses of the JICA Experts and the Japanese Senior Volunteers for:
 - (i) daily transportation to and from their place of work in the absence of a personal motor vehicle;
 - (ii) their official travels within Jamaica; and
 - (iii) their official correspondence;
- (d) facilitate the acquisition of appropriate housing accommodation for the JICA Experts, the Japanese Senior Volunteers and their families; and
- (e) facilitate the provision of medical care and facilities for the JICA Experts, the Japanese Senior Volunteers, member of the Japanese Missions and their families; and
- (3) (a) permit the JICA Experts, the Japanese Senior Volunteers, members of the Japanese Missions and their families to enter, leave and sojourn in Jamaica for the duration of their assignment therein, and facilitate procedures of alien registration requirements for them;

- (b) issue identification cards to the JICA Experts, the Japanese Senior Volunteers and members of the Japanese Missions to secure the cooperation of all governmental organizations necessary for the performance of their duties;
- (c) facilitate the issuance of Jamaican driving license to the JICA Experts, the Japanese Senior Volunteers and their families who possess a driving license valid in a country other than Jamaica; and
- (d) carry out other measures necessary for the performance of the duties of the JICA Experts, the Japanese Senior Volunteers and the Japanese Missions.

2. The motor vehicles mentioned in paragraph 1. shall, in accordance with the laws of Jamaica, be subject to payment of taxes including customs duties if they are subsequently sold or transferred within Jamaica to individuals or organizations not entitled to exemption from such taxes or similar privileges.

3. The Government of Jamaica shall accord the JICA Experts, the Japanese Senior Volunteers, members of the Japanese 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 Jamaica.

Article VI

The Government of Jamaica shall bear claims, if any arises, against the JICA Experts, the Japanese Senior Volunteers and members of the Japanese 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 JICA Experts, the Japanese Senior Volunteers or members of the Japanese Missions.

Article VII

1. In case JICA dispatches JOCV, the Government of Jamaica shall accord JOCV the privileges, exemptions and benefits on the basis of the Exchange of Notes and of the relevant provisions of this Agreement.
2. The Government of Jamaica shall accord JOCV such privileges, exemptions and benefits as are no less favorable than those accorded to the volunteers of any

third country or of any international organization performing a similar mission in Jamaica.

Article VIII

1. (1) In case JICA provides the Government of Jamaica with equipment, machinery and materials, the Government of Jamaica shall exempt such equipment, machinery and materials from taxes including customs duties and fiscal charges, as well as from the requirements of obtaining import licenses in respect of the importation. The equipment, machinery and materials mentioned above shall become the property of the Government of Jamaica upon being delivered c.i.f. at the port of disembarkation to competent authorities of the Government of Jamaica.

(2) In case JICA provides the Government of Jamaica with equipment, machinery and materials, the Government of Jamaica 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 Jamaica of the equipment, machinery and materials mentioned in sub-paragraphs (1) and (2) and expenses for their replacement, maintenance and repair shall be borne by the Government of Jamaica.

2. (1) The equipment, machinery and materials, acquired by JICA, necessary for the performance of the duties of the JICA Experts, the Japanese Senior Volunteers, members of the Japanese Missions and JOCV shall remain the property of JICA unless otherwise agreed upon between the competent authorities of the two Governments.

(2) The Government of Jamaica shall exempt the JICA Experts, the Japanese Senior Volunteers, members of the Japanese Missions and JOCV from taxes including customs duties and fiscal charges, as well as from the requirements of obtaining import licenses in respect of the importation of the equipment, machinery and materials mentioned in sub-paragraph (1).

(3) The Government of Jamaica shall exempt the JICA Experts, the Japanese Senior Volunteers, members of the Japanese Missions and JOCV 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 IX

The Government of Jamaica shall maintain close contact, through organizations designated by it, with the JICA Experts, the Japanese Senior Volunteers and members of the Japanese Missions.

Article X

1. (1) It is confirmed that JICA may maintain its overseas office in Jamaica (hereinafter referred to as the “JICA Office”) with a resident representative and his/her staff to be dispatched from Japan (hereinafter referred to as the “JICA Representative” and the “JICA Staff” respectively) who perform the duties to be assigned to them by JICA relative to the technical cooperation programs under this Agreement in Jamaica.

(2) The Government of Jamaica shall grant the JICA Office juridical personality in Jamaica. In particular, the JICA Office shall be granted the capacity:

- (a) to contract;
- (b) to acquire and dispose of immovable and movable property; and
- (c) to institute legal proceedings.

2. The Government of Jamaica shall:

- (1) (a) exempt the JICA Representative, the JICA 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 JICA Representative, the JICA Staff and their families from taxes including customs duties and fiscal charges, as well as from the requirements of obtaining import licenses in respect of the importation of:
 - (i) baggage;
 - (ii) personal and household effects; and
 - (iii) one motor vehicle per JICA Representative, per JICA Staff, per family of the JICA Representative and per that of the JICA Staff assigned to stay in Jamaica;
- (c) exempt the JICA Representative, the JICA Staff and their families who do not import any motor vehicle into Jamaica from taxes including value added tax and fiscal charges in respect of the local purchase of one motor vehicle per

JICA Representative, per JICA Staff, per family of the JICA Representative and per that of the JICA Staff;

- (d) exempt the JICA Representative, the JICA Staff and their families from the registration fee of the motor vehicles mentioned in (b) (iii) and (c);
 - (e) permit the JICA Representative, the JICA Staff and their families to enter, leave and sojourn in Jamaica for the duration of their assignment therein, and facilitate procedures for alien registration requirements for them;
 - (f) issue identification cards to the JICA Representative and the JICA Staff and issue special passes to the JICA Representative and the JICA Staff to enter airport/seaport beyond passport control point to receive and send off the JICA Experts, the Japanese Senior Volunteers, members of the Japanese Missions and JOCV subject to consideration of national security, public order or public health;
 - (g) facilitate the issuance of Jamaican driving license to the JICA Representative, the JICA Staff and their families who possess a driving license valid in a country other than Jamaica; and
 - (h) carry out other measures necessary for the performance of the duties of the JICA Representative and the JICA Staff.
- (2) (a) exempt the JICA Office from taxes including customs duties and fiscal charges, as well as from the requirements of obtaining import licenses in respect of the importation of the equipment, machinery and materials, including motor vehicles, necessary for activities of the JICA Office;
- (b) exempt the JICA 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, necessary for the functions of the JICA Office;
- (c) exempt the JICA Office from the registration fee of the motor vehicles mentioned in (a) and (b); and
- (d) exempt the JICA 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, in accordance with the laws of Jamaica, be subject to payment of taxes including customs duties if they are subsequently sold or transferred within Jamaica to individuals or organizations not entitled to exemption from such taxes or similar privileges.

4. The Government of Jamaica shall accord the JICA Representative, the JICA Staff and their families as well as the JICA 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 Jamaica.

5. The JICA Office, its property and assets, shall be accorded by the Government of Jamaica immunity from every form of legal process in Jamaica, except, in so far as in any particular case, the JICA Office has expressly waived its immunity with the consent of the Government of Japan. It is, however, understood that no waiver of immunity shall extend to any measure of execution which shall require further waiver.

Article XI

The Government of Jamaica shall take necessary measures to ensure security of the JICA Experts, the Japanese Senior Volunteers, members of the Japanese Missions, JOCV, the JICA Representative, the JICA Staff and their families staying in Jamaica.

Article XII

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

2. This agreement may be amended by mutual agreement in writing of the two Governments.

Article XIII

1. The provisions of this Agreement shall also apply, after entry into force of this Agreement, to any specific technical cooperation programs which have commenced prior to the entering into force of this Agreement, and to the JICA Experts, the Japanese Senior Volunteers, members of the Japanese Missions, JOCV, the JICA Representative, the JICA Staff and their families staying in Jamaica 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 JICA Experts, the Japanese Senior Volunteers, members of the Japanese Missions, JOCV, the JICA Representative, the JICA Staff and their families staying in Jamaica for the performance of their duties in connection with the said programs.

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 Government has given to the other Government at least six months' written advance notice of its intention to terminate the Agreement through diplomatic channels.

IN WITNESS WHEREOF the undersigned, duly authorized thereto, have signed this Agreement.

DONE in duplicate in the Japanese and English languages, both texts being equally authentic, at Tokyo on November 5, 2013.

For the Government of Japan:

For the Government of Jamaica: