

AGREEMENT ON TECHNICAL COOPERATION
BETWEEN THE GOVERNMENT OF JAPAN
AND THE GOVERNMENT OF THE INDEPENDENT STATE
OF PAPUA NEW GUINEA

The Government of Japan and the Government of the Independent State of Papua New Guinea,

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 Independent State of Papua New Guinea is the Department 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 Papua New Guinean nationals;
- (b) dispatching experts from JICA (hereinafter referred to as the "JICA Experts") to the Independent State of Papua New Guinea;
- (c) dispatching Japanese volunteers with a wide range of technical skills and abundant experience (hereinafter referred to as the "Japanese Senior Volunteers") to the Independent State of Papua New Guinea;
- (d) dispatching Japanese missions (hereinafter referred to as the "Japanese Missions") to the Independent State of Papua New Guinea to conduct surveys of economic and social development

projects of the Independent State of Papua New Guinea;

- (e) providing the Government of the Independent State of Papua New Guinea with equipment, machinery and materials; and
- (f) providing the Government of the Independent State of Papua New Guinea with other forms of technical cooperation as may be decided upon by mutual consent between the two Governments.

Article IV

The Government of the Independent State of Papua New Guinea shall ensure that the techniques and knowledge acquired by the Papua New Guinean 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 Independent State of Papua New Guinea, 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 the Independent State of Papua New Guinea 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 (For the purpose of this Agreement, the term "family" shall refer to spouse, children and dependents recognized as such under the law of the Independent State of Papua New Guinea or officially recognized as such by JICA.) 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, within six months of their initial arrival in the Independent State of Papua New Guinea, in respect of the importation of:
 - (i) luggage;
 - (ii) personal effects, household effects and consumer goods; 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 the Independent State of Papua New Guinea;

- (c) exempt the JICA Experts, the Japanese Senior Volunteers and their families who do not import any motor vehicle into the Independent State of Papua New Guinea 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) facilitate the registration 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 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 the Papua New Guinean 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;
 - (ii) their official travels within the Independent State of Papua New Guinea; and
 - (iii) their official correspondence;
 - (d) provide the convenience for acquisition of appropriate housing accommodation for the JICA Experts, the Japanese Senior Volunteers and their families; and
 - (e) provide the convenience for receiving medical care and facilities for the JICA Experts, the Japanese Senior Volunteers, members of the Japanese Missions and their families.
- (3) (a) permit the JICA Experts, the Japanese Senior Volunteers, members of the Japanese Missions and their families to enter, leave and sojourn in the Independent State of Papua New Guinea 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 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) offer the JICA Experts, the Japanese 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 JICA Experts, the Japanese Senior Volunteers and the Japanese 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 Independent State of Papua New Guinea to individuals or organizations not entitled to exemption from such taxes or similar privileges.

3. The Government of the Independent State of Papua New Guinea 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 the Independent State of Papua New Guinea.

Article VI

The Government of the Independent State of Papua New Guinea 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. (1) In case JICA provides the Government of the Independent State of Papua New Guinea with equipment, machinery and materials, the Government of the Independent State of Papua New Guinea 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 Independent State of Papua New Guinea upon being delivered c.i.f. at the port of the disembarkation to competent authorities of the Government of the Independent State of Papua New Guinea.

(2) In case JICA provides the Government of the Independent State of Papua New Guinea with equipment, machinery, materials and services, the Government of the Independent State of Papua New Guinea shall exempt such equipment, machinery, materials and services from taxes including value added tax and fiscal charges in respect of the local purchase.

(3) The equipment, machinery, materials and services 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 Independent State of Papua New Guinea 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 Independent State of Papua New Guinea.

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

(2) The Government of the Independent State of Papua New Guinea shall exempt the JICA Experts, the Japanese Senior Volunteers and members of the Japanese 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 Independent State of Papua New Guinea shall exempt the JICA Experts, the Japanese Senior Volunteers and members of the Japanese 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 Independent State of Papua New Guinea shall maintain close contact, through organizations designated by it, with the JICA Experts, the Japanese Senior Volunteers and members of the Japanese Missions.

Article IX

1. It is confirmed that JICA may maintain its overseas office in the Independent State of Papua New Guinea (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 the Independent State of Papua New Guinea.

2. The Government of the Independent State of Papua New Guinea 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 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, within six months of their initial arrival in the Independent State of Papua New Guinea, in respect of the importation of:
 - (i) luggage;
 - (ii) personal effects, household effects and consumer goods; 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 the Independent State of Papua New Guinea;
- (c) exempt the JICA Representative, the JICA Staff and their families who do not import any motor vehicle into the Independent State of Papua New Guinea 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 provided that such motor vehicle is purchased within six months of their initial arrival in the Independent State of Papua New Guinea;
- (d) facilitate the registration 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 the Independent State of Papua New Guinea 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 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 and members of the Japanese Missions;
- (g) offer the JICA Representative, the JICA 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 JICA Representative and the JICA Staff.

- (2) (a) exempt the JICA 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 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) facilitate the registration 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 be subject to payment of taxes including customs duties if they are subsequently sold or transferred within the Independent State of Papua New Guinea to individuals or organizations not entitled to exemption from such taxes or similar privileges.

4. The Government of the Independent State of Papua New Guinea 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 the Independent State of Papua New Guinea.

Article X

The Government of the Independent State of Papua New Guinea shall take necessary measures to ensure security of the JICA Experts, the Japanese Senior Volunteers, members of the Japanese Missions, the JICA Representative, the JICA Staff and their families staying in the Independent State of Papua New Guinea.

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 JICA Experts, the Japanese Senior Volunteers, members of the Japanese Missions, the JICA Representative, the JICA Staff and their families staying in the Independent State of Papua New Guinea 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, the JICA Representative, the JICA Staff and their families staying in the Independent State of Papua New Guinea 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 the Japanese and English languages, both texts being equally authentic, at Tokyo on October 14 , 2015.

For the Government of
Japan:

For the Government of
the Independent State of
Papua New Guinea: