

AGREEMENT ON
TECHNICAL COOPERATION AND
THE JAPAN OVERSEAS COOPERATION VOLUNTEERS PROGRAM BETWEEN
THE GOVERNMENT OF JAPAN AND
THE GOVERNMENT OF THE KINGDOM OF LESOTHO

The Government of Japan and the Government of the Kingdom of Lesotho,

Desiring to strengthen further the friendly relations existing between the two countries by the promotion of technical cooperation and activities of Japan Overseas Cooperation Volunteers (hereinafter referred to as "JOCV"), 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 and the Japan Overseas Cooperation Volunteers Program 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 Kingdom of Lesotho is the Ministry of Foreign Affairs and International Relations.

Article III

1. Upon request of the Government of the Kingdom of Lesotho, 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 Lesotho nationals;
- (b) dispatching experts from JICA (hereinafter referred to as the "JICA Experts") to the Kingdom of Lesotho;
- (c) dispatching Japanese volunteers with a wide range of technical skills and abundant experience (hereinafter referred to as the "Japanese Senior Volunteers") to the Kingdom of Lesotho;
- (d) dispatching Japanese missions (hereinafter referred to as the "Japanese Missions") to the Kingdom of Lesotho to conduct surveys of economic and social development projects of the Kingdom of Lesotho;
- (e) providing the Government of the Kingdom of Lesotho with equipment, machinery and materials; and
- (f) providing the Government of the Kingdom of Lesotho with other forms of technical cooperation as may be decided upon by mutual consent between the two Governments.

2. JOCV will be dispatched to the Kingdom of Lesotho by JICA in accordance with the laws and regulations in force in Japan, according to schedules to be separately agreed upon between the competent authorities of the two Governments, and equipment, machinery and materials necessary for the performance of their duties will be also made available by JICA.

Article IV

The Government of the Kingdom of Lesotho shall ensure that the techniques and knowledge acquired by the Lesotho nationals as well as the equipment, machinery and materials provided as a result of the Japanese technical cooperation and the Japan Overseas Cooperation Volunteers Program as set forth in Article III contribute to the economic and social development of the Kingdom of Lesotho, and are not utilized for military purposes.

Article V

1. In case JICA dispatches the JICA Experts, the Japanese Senior Volunteers, the Japanese Missions and JOCV, the Government of the Kingdom of Lesotho shall:

- (1)
 - (a) exempt the JICA Experts, the Japanese Senior Volunteers, members of the Japanese Missions and JOCV 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 as well as JOCV 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 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, per family of the Japanese Senior Volunteer and per member of JOCV assigned to stay in the Kingdom of Lesotho; and
 - (c) exempt the JICA Experts, the Japanese Senior Volunteers and their families as well as JOCV from the registration fee of the motor vehicles mentioned in (b)(iii).
- (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, the Japanese Missions and JOCV as well as bear the expenses for their operation and maintenance;
 - (b) provide at its own expense the local staff (including adequate English-speaking interpreters, if necessary) as well as the Lesotho counterparts to the JICA Experts, the Japanese Senior Volunteers, the Japanese Missions and JOCV necessary for the performance of their duties;
 - (c) bear expenses of the JICA Experts, the Japanese Senior Volunteers and JOCV for:

- (i) daily transportation, managed by the Government of the Kingdom of Lesotho, to and from their place of work;
 - (ii) their official travels within the Kingdom of Lesotho; 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 as well as JOCV; 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 as well as JOCV.
- (3)
 - (a) permit the JICA Experts, the Japanese Senior Volunteers, members of the Japanese Missions and their families as well as JOCV to enter, leave and sojourn in the Kingdom of Lesotho 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, members of the Japanese Missions and JOCV 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 as well as JOCV the convenience for acquisition of car driving license;
 - (d) permit JOCV to install and use radio communication sets necessary for the performance of their duties; and
 - (e) carry out other measures necessary for the performance of the duties of the JICA Experts, the Japanese Senior Volunteers, the Japanese Missions and JOCV.

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 Kingdom of Lesotho to individuals or organizations not entitled to exemption from such taxes or similar privileges.

3. The Government of the Kingdom of Lesotho shall accord the JICA Experts, the Japanese Senior Volunteers, members of the Japanese Missions and their families as well as JOCV such privileges, exemptions and benefits as are no less favorable than those accorded to experts, senior volunteers, members of missions and their families as well as similar volunteers of any third country or of any international organization performing a similar mission in the Kingdom of Lesotho.

Article VI

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

Article VII

1. (1) In case JICA provides the Government of the Kingdom of Lesotho with equipment, machinery and materials, the Government of the Kingdom of Lesotho 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 Kingdom of Lesotho upon being delivered c.i.f. at the port of the disembarkation to the competent authorities of the Government of the Kingdom of Lesotho.

(2) In case JICA provides the Government of the Kingdom of Lesotho with equipment, machinery and materials, the Government of the Kingdom of Lesotho 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 Kingdom of Lesotho 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 Kingdom of Lesotho.

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, 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 the Kingdom of Lesotho shall exempt the JICA Experts, the Japanese Senior Volunteers, members of the Japanese Missions and JOCV 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 Kingdom of Lesotho 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 VIII

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

Article IX

1. The Government of the Kingdom of Lesotho shall admit JICA to open and maintain an overseas office in the Kingdom of Lesotho (hereinafter referred to as the "JICA Office") and shall accept a resident representative, his/her staff and resident co-ordinators for the Japanese Senior Volunteers and JOCV (hereinafter referred to as the "JICA Representative", the "JICA Staff" and the "JICA Co-ordinators" respectively) to be dispatched from Japan who perform the duties to be assigned to them by JICA relative to the technical cooperation programs and the Japan Overseas Cooperation Volunteers Program under this Agreement in the Kingdom of Lesotho.

2. The Government of the Kingdom of Lesotho shall:

- (1) (a) exempt the JICA Representative, the JICA Staff, the JICA Co-ordinators 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, the JICA Co-ordinators 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 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 JICA Co-ordinator, per family of the JICA Representative, per that of the JICA Staff and per that of the JICA Co-ordinator assigned to stay in the Kingdom of Lesotho;
- (c) exempt the JICA Representative, the JICA Staff, the JICA Co-ordinators and their families from the registration fee of the motor vehicles mentioned in (b) (iii);

- (d) permit the JICA Representative, the JICA Staff, the JICA Co-ordinators and their families to enter, leave and sojourn in the Kingdom of Lesotho for the duration of their assignment therein, offer them the convenience for procedures of alien registration requirements, and exempt them from consular fees;
 - (e) issue identification cards to the JICA Representative, the JICA Staff and the JICA Co-ordinators and issue special passes to the JICA Representative, the JICA Staff and the JICA Co-ordinators to enter airport beyond passport control point to receive and send off the JICA Experts, the Japanese Senior Volunteers, members of the Japanese Missions and JOCV;
 - (f) offer the JICA Representative, the JICA Staff, the JICA Co-ordinators and their families the convenience for acquisition of car driving license;
 - (g) permit the JICA Co-ordinators to install and use radio-communication sets necessary for the performance of their duties; and
 - (h) carry out other measures necessary for the performance of the duties of the JICA Representative, the JICA Staff and the JICA Co-ordinators.
- (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) 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 be subject to payment of taxes including customs duties if they are subsequently sold or transferred within the Kingdom of Lesotho to individuals or organizations not entitled to exemption from such taxes or similar privileges.

4. The Government of the Kingdom of Lesotho shall accord the JICA Representative, the JICA Staff, the JICA Co-ordinators 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, co-ordinators and their families as well as offices of any third country or of any international organization performing a similar mission in the Kingdom of Lesotho.

Article X

The Government of the Kingdom of Lesotho 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, the JICA Co-ordinators and their families as well as JOCV staying in the Kingdom of Lesotho.

Article XI

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 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, the JICA Co-ordinators and their families staying in the Kingdom of Lesotho 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 and 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 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, the JICA Co-ordinators and their families as well as JOCV staying in the Kingdom of Lesotho 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 this 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 Maseru on August , 2016.

For the Government of
Japan:

For the Government of
the Kingdom of Lesotho: