

AGREEMENT ON
TECHNICAL COOPERATION BETWEEN
THE GOVERNMENT OF JAPAN AND
THE GOVERNMENT OF THE STATE OF KUWAIT

The Government of Japan and the Government of the State of Kuwait (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

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

Have agreed as follows:

Article I

The Parties shall endeavor to promote technical cooperation between the two countries.

Article II

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 State of Kuwait is the General Secretariat of the Supreme Council for Planning and Development.

2. On the basis of the arrangements referred to in paragraph 1, separate contracts which govern details and procedures of specific technical cooperation programs will be concluded between the relevant authorities of the Government of the State of Kuwait and the Japan International Cooperation Agency (hereinafter referred to as "JICA").

Article III

1. The following forms of technical cooperation will be carried out by JICA in accordance with the laws and regulations in force in Japan as well as with the arrangements referred to in paragraph 1 of Article II:

(a) providing technical training to Kuwaiti

nationals;

- (b) dispatching experts from JICA (hereinafter referred to as the "JICA Experts") to the State of Kuwait;
- (c) dispatching the Japanese missions (hereinafter referred to as the "Japanese Missions") to the State of Kuwait to conduct surveys of economic and social development projects of the State of Kuwait;
- (d) providing the Government of the State of Kuwait with equipment, machinery and materials; and
- (e) providing the Government of the State of Kuwait with other forms of technical cooperation as may be decided upon by mutual consent between the Parties.

2. The expense for the technical cooperation referred to in paragraph 1 will be shared by the relevant authorities of the Government of the State of Kuwait and JICA in a manner to be decided between them, subject to the laws and regulations in force and budgetary appropriations of the State of Kuwait and Japan respectively as well as the arrangements referred to in paragraph 1 of Article II.

Article IV

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

Article V

The JICA Experts, members of the Japanese Missions dispatched to the State of Kuwait and their families in the State of Kuwait shall be granted by the Government of the State of Kuwait on its territory such privileges and immunities as those accorded to members of the administrative and technical staff in accordance with paragraph 2 of Article 37 of the Vienna Convention on Diplomatic Relations of 18 April 1961.

Article VI

The Government of the State of Kuwait shall maintain close contact, through organizations designated by it, with

the JICA Experts and members of the Japanese Missions.

Article VII

The Government of the State of Kuwait shall take necessary measures, if needed, to ensure security of the JICA Experts, members of the Japanese Missions and their families staying in the State of Kuwait.

Article VIII

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

Article IX

1. The provisions of this Agreement shall also apply, after the entry into force of this Agreement, to the specific technical cooperation programs which have commenced prior to the entry into force of this Agreement, and to the JICA Experts, members of the Japanese Missions and their families staying in the State of Kuwait 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 Parties, nor affect the privileges, exemptions and benefits accorded to the JICA Experts, members of the Japanese Missions and their families staying in the State of Kuwait for the performance of their duties in connection with the said programs.

Article X

1. This Agreement shall enter into force on the date of receipt by the Government of Japan of the written notification from the Government of the State of Kuwait of the completion of necessary domestic procedures for the entry into force of this Agreement.

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 at on , in the Japanese,
Arabic and English languages, all texts being equally
authentic. In case of any divergence of interpretation, the
English text shall prevail.

For the Government of
Japan:

For the Government of
the State of Kuwait: