

No. 7490

**JAPAN
and
BURMA**

Agreement on economic and technical co-operation (with Protocol concerning the Union of Burma's claim based on article V, paragraph 1 (a) (III) of the Treaty of Peace between Japan and the Union of Burma, signed at Rangoon on 5 November 1954, and with agreed minutes and exchange of notes relating to the Agreement). Signed at Rangoon, on 29 March 1963

Official text: English.

Registered by Japan on 25 November 1964.

**JAPON
et
BIRMANIE**

Accord de coopération économique et technique (avec Protocole concernant la demande présentée par l'Union birmane, au titre de l'article V, paragraphe 1, a, III, du Traité de paix entre le Japon et l'Union birmane, signé à Rangoon le 5 novembre 1954, et avec procès-verbal agréé et échange de notes relatifs à l'Accord). Signé à Rangoon, le 29 mars 1963

Texte officiel anglais.

Enregistré par le Japon le 25 novembre 1964.

No. 7490. AGREEMENT¹ BETWEEN JAPAN AND THE UNION OF BURMA ON ECONOMIC AND TECHNICAL CO-OPERATION. SIGNED AT RANGOON, ON 29 MARCH 1963

Japan and the Union of Burma,

Desiring to co-operate for the economic and social development of the Union of Burma and to strengthen the friendly relations between the two countries,

Have decided to conclude the present Agreement and have accordingly appointed as their Plenipotentiaries :

Japan :

Mr. Sadasuke Iizuka, Parliamentary Vice-Minister for Foreign Affairs,

Mr. Kenichi Otabe, Ambassador Extraordinary and Plenipotentiary to the Union of Burma, and

The Union of Burma :

U Thi Han, Minister for Foreign Affairs,

Who, having communicated to each other their full powers found to be in due form, have agreed upon the following Articles :

Article I

1. Japan shall extend to the Union of Burma assistance on a grant basis for the purpose of contributing to the economic and social development of the Union of Burma, composed of the products of Japan and the services of Japanese people, the total value of which will be so much in yen as shall be equivalent to one hundred and forty million United States dollars (\$ 140,000,000) at present computed at fifty thousand four hundred million yen (¥ 50,400,000,000), within the period of twelve years as from April 16, 1965.

2. The supply of such products and services shall be made at an annual average of so much in yen as shall be equivalent to eleven million seven hundred thousand United States dollars (\$ 11,700,000) at present computed at four thousand two hundred and twelve million yen (¥ 4,212,000,000) during the period of the first eleven years, the outstanding balance to be settled on the twelfth year.

¹ Came into force on 25 October 1963, the date of exchange of the instruments of ratification at Tokyo, in accordance with article XI.

Article II

1. The products and services to be supplied under the present Agreement shall be those requested by the Government of the Union of Burma and agreed upon between the two Governments.

2. The two Governments shall fix through consultation a schedule (hereinafter referred to as the "Schedule") specifying the products and services to be supplied by Japan each year.

Article III

1. The products to be supplied under the present Agreement shall be mainly capital goods.

2. The supply of products under the present Agreement shall be carried out in such manner as may not prejudice the normal trade between Japan and the Union of Burma, nor impose additional foreign exchange burden upon Japan.

Article IV

1. The Mission mentioned in Article VI of the present Agreement shall conclude, in behalf of the Government of the Union of Burma, contracts directly with any Japanese national or any Japanese juridical person, in order to have the products and services supplied under the present Agreement.

2. The contracts mentioned in paragraph 1 above (including modifications thereof, shall conform with (a) the provisions of the present Agreement, (b) the provisions of such arrangements as may be made by the two Governments for the implementation of the present Agreement and (c) the Schedule applicable. These contracts shall be forwarded by the Mission to the designated authority of the Government of Japan for verification as to the conformity of the same with the above-mentioned criteria. This verification will as a rule be effected within fourteen days. In case of failure in verification within the stipulated time, such contract shall be referred to the Joint Committee mentioned in Article VIII of the present Agreement and acted upon in accordance with the recommendation of the Joint Committee. Such recommendation shall be made within a period of thirty days following the receipt of the contract by the Joint Committee. A contract which has been verified in pursuance of this paragraph shall hereinafter be referred to as a "Verified Contract".

3. Notwithstanding the provisions of paragraph 1 above, the supply of products and services under the present Agreement may be made without Verified Contracts, but only by agreement between the two Governments.

Article V

1. The Government of Japan shall, through procedures to be determined under Article IX of the present Agreement, make payments to cover the obligations incurred

by the Mission mentioned in Article VI of the present Agreement under Verified Contracts and the expenses for the supply of products and services referred to in Article IV, paragraph 3 of the present Agreement. These payments shall be made in Japanese yen.

2. By and upon making a payment in yen under the preceding paragraph, Japan shall be deemed to have supplied the Union of Burma with the products and services thus paid for.

Article VI

1. The Government of the Union of Burma will establish in Japan a Mission of the Government of the Union of Burma as its sole and exclusive agent to be charged with the implementation of the present Agreement, including the conclusion of contracts referred to in Article IV, paragraph 1 of the present Agreement and the performance of Verified Contracts.

2. Such office or offices of the Mission in Japan as are necessary for the effective performance of its functions and used exclusively for that purpose may be established at Tokyo and other places to be agreed upon between the two Governments.

3. The premises of the office or offices, including the archives, of the Mission in Japan shall be inviolable. The Mission shall be entitled to use cipher. The real estate which is owned by the Mission and used directly for the performance of its functions shall be exempt from the Tax on Acquisition of Real Property and the Property Tax. The income of the Mission which may be derived from the performance of its functions shall be exempt from taxation in Japan. The property imported for the official use of the Mission shall be exempt from customs duties and any other charges imposed on or in connection with importation.

4. The Mission shall be accorded such administrative assistance by the Government of Japan as other foreign missions usually enjoy and as may be required for the effective performance of its functions.

5. The Chief and two senior officials of the Mission as well as the chiefs of such offices as may be established in pursuance of paragraph 2 above, who are nationals of the Union of Burma, shall be accorded diplomatic privileges and immunities generally recognized under international law and usage. If it is deemed necessary for the effective performance of the functions of the Mission, the number of such senior officials may be increased by agreement between the two Governments.

6. Other members of the staff of the Mission who are nationals of the Union of Burma and who are not ordinarily resident in Japan shall be exempt from taxation in Japan upon emoluments which they may receive in the discharge of their duties, and, in accordance with Japanese laws and regulations, from customs duties and any other charges imposed on or in connection with importation of property for their personal use.

7. In respect of those disputes arising out of or in connection with Verified Contracts which, failing other methods of settlement, are brought to the Japanese courts, the person who holds the post of Chief of the Legal Section of the Mission may sue or be sued and accordingly he may be served with process and other pleadings at his office in the Mission. However, he shall be exempt from the obligation to give security for the cost of legal proceedings. While the Mission enjoys inviolability and immunity as provided for in paragraphs 3 and 5 above, the final decision rendered by the competent courts in such cases will be accepted by the Mission as binding upon it.

8. In the enforcement of any final court decision, the land and buildings, as well as the movable property therein, owned by the Mission and used for the performance of its functions shall in no case be subject to execution.

Article VII

1. The two Governments shall take measures necessary for the smooth and effective implementation of the present Agreement.

2. The Union of Burma shall provide such local labour, materials and equipment as may be available in order to enable Japan to supply the products and services under the present Agreement.

3. Japanese nationals who may be needed in the Union of Burma in connection with the supply of products or services under the present Agreement shall be accorded such facilities as may be necessary for their entry into and stay in the Union of Burma for the performance of their work.

4. With respect to the income derived in connection with the supply of products or services under the present Agreement, Japanese nationals and juridical persons shall not be liable for taxation in the Union of Burma.

5. The Union of Burma undertakes that the products of Japan supplied under the present Agreement shall not be re-exported from the territories of the Union of Burma except as otherwise agreed upon between the two Governments.

Article VIII

There shall be established at Tokyo a Joint Committee to be composed of representatives of the two Governments as an organ for consultation between them and for recommendation to their respective Governments, on matters concerning the implementation of the present Agreement.

Article IX

Details including procedures for the implementation of the present Agreement shall be agreed upon through consultation between the two Governments.