



**AGREEMENT ON TECHNICAL COOPERATION  
BETWEEN THE ASSOCIATION  
OF SOUTHEAST ASIAN NATIONS AND  
THE GOVERNMENT OF JAPAN**

The Association of Southeast Asian Nations (hereinafter referred to as "ASEAN") and the Government of Japan;

**DESIRING** to strengthen further the friendly relations existing between ASEAN and the Government of Japan (hereinafter referred to individually as "Party" and collectively as "Parties") by the promotion of technical cooperation;

**CONSIDERING** mutual benefits derived from the promotion of the economic and social development of the region of ASEAN as a whole and Japan; and

**RECALLING** the principles of mutual respect for the independence, sovereignty and equality of all States,

**HAVE AGREED AS FOLLOWS:**

**Article I  
Definitions**

For the purposes of this Agreement:

- (a) **"ASEAN Member States"** means Brunei Darussalam, the Kingdom of Cambodia, the Republic of Indonesia, the Lao People's Democratic Republic, Malaysia, the Republic of the Union of Myanmar, the Republic of the Philippines, the Republic of Singapore, the Kingdom of Thailand and the Socialist Republic of Viet Nam;
- (b) **"ASEAN facilities"** means the ASEAN Secretariat and any facilities or institutes which are designated

as such by ASEAN for the purpose of implementing specific programmes of technical cooperation governed by the arrangements referred to in Article III;

- (c) “**JICA**” means the Japan International Cooperation Agency;
- (d) “**technical training**” means a training course conducted by JICA for the nationals of ASEAN Member States for the purpose of implementing specific programmes of technical cooperation governed by the arrangements referred to in Article III;
- (e) “**JICA Expert**” means a person dispatched by JICA for a specific period of time for the purpose of implementing specific programmes of technical cooperation governed by the arrangements referred to in Article III; and
- (f) “**Japanese Mission**” means a Japanese survey team dispatched by JICA for a specific period of time with a view to conducting surveys of economic and social development projects in the region for the purpose of implementing specific programmes of technical cooperation governed by the arrangements referred to in Article III.

## **Article II**

### **Promotion of Technical Cooperation**

The Parties shall endeavour to promote technical cooperation between them, taking due account of their policies and plans.



### **Article III**

#### **Separate Arrangements**

Separate arrangements which govern specific programmes of technical cooperation carried out under this Agreement shall be agreed upon between the respective competent authorities of the Parties. The competent authority of the Government of Japan is the Ministry of Foreign Affairs, and the competent authority of ASEAN is to be designated by ASEAN. Such arrangements may include operational and/or financial commitments by ASEAN facilities concerned, provided that such arrangements are subject to the laws, regulations and policies of the ASEAN Member States concerned and to resource availability and capacity of those ASEAN facilities.

### **Article IV**

#### **Forms of Technical Cooperation**

1. The following forms of technical cooperation will be carried out by JICA upon approval of the competent authority of the Government of Japan at the expense of JICA in accordance with the laws and regulations of Japan as well as with the arrangements referred to in Article III:

- (a) providing technical training;
- (b) dispatching the JICA Experts to ASEAN facilities;
- (c) dispatching the Japanese Missions to ASEAN facilities;
- (d) providing ASEAN facilities with equipment, machinery and materials; and
- (e) providing ASEAN facilities with other forms of technical cooperation as may be decided upon by mutual consent between the competent authorities

of the Parties.

2. Specific programmes of technical cooperation set out in paragraph 1 to be carried out in an ASEAN Member State will be implemented in accordance with the laws and regulations of that ASEAN Member State.

### **Article V**

#### **Contribution to Economic and Social Development**

ASEAN shall ensure that the techniques and knowledge acquired as well as the equipment, machinery and materials provided, as a result of the technical cooperation set out in Article IV contribute to the economic and social development of the region of ASEAN as a whole, and are not utilised for military purposes.

### **Article VI**

#### **Privileges, Exemption and Benefits**

For the purpose of implementing specific programmes of technical cooperation in an ASEAN Member State, ASEAN shall, at the request of the Government of Japan and the Government of that ASEAN Member State, facilitate the conclusion of a separate arrangement between them on privileges, exemption and benefits, provided that such conclusion shall be subject to their respective laws, regulations and policies.

### **Article VII**

#### **Ownership of Provided Equipment, Machinery and Materials**

1. In the event that JICA, the JICA Expert or the Japanese Mission provides ASEAN facilities with equipment, machinery and materials, such equipment, machinery and materials shall become the property of ASEAN in the following circumstances:



- (a) In the case of importation, upon being delivered cost, insurance and freight at the port of the disembarkation to ASEAN facilities; or
- (b) In the case of local purchase, upon being handed over to ASEAN facilities.

2. ASEAN shall ensure that the equipment, machinery and materials referred to in paragraph 1 are utilised for the purposes as specified in the arrangements referred to in Article III unless otherwise agreed upon between the competent authorities of the Parties.

### **Article VIII Contact Points**

Each Party may designate a contact point to facilitate the communication between the Parties.

### **Article IX Consultation**

The Parties shall consult with each other, as appropriate, through their contact points in respect of any matter that may arise from or in connection with this Agreement.

### **Article X Intellectual Property Rights**

Where the intellectual property rights have been created in the course of the implementation of specific programmes of technical cooperation under this Agreement, the Parties shall consult, where necessary, on issues regarding the ownership of the intellectual property rights.

## **Article XI Confidentiality**

Each Party shall, to the extent provided for in its laws, regulations, procedures and rules, maintain the confidentiality of information provided as confidential by the other Party in the course of the implementation of this Agreement.

## **Article XII Settlement of Disputes**

Any difference or dispute between the Parties concerning the interpretation, implementation or application of this Agreement shall be settled by the Parties exclusively through amicable consultations and negotiations.

## **Article XIII Heading**

The headings are inserted for convenience of reference only and shall not affect the interpretation of this Agreement.

## **Article XIV Amendment**

1. Either Party may, at any time, request consultations with the other Party for the purpose of amending this Agreement.
2. This Agreement may be amended by mutual agreement in writing by the Parties.

## **Article XV Termination**

1. Either Party may terminate this Agreement by giving written notice to the other Party of its intention to terminate



the Agreement at least six months in advance of the intended date of termination.

2. The termination of this Agreement shall not affect the specific programmes of technical cooperation being carried out until the date of the completion of those programmes, unless otherwise decided upon by mutual consent of the Parties.

### **Article XVI Entry into Force**

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 five years after its entry into force, and shall continue to remain in force unless terminated pursuant to Article XV.

3. This Agreement shall, where necessary, be subject to review by the Parties every five years after its entry into force.

**IN WITNESS WHEREOF**, the undersigned, being duly authorised by the respective Parties, have signed this Agreement.

**DONE** at Tokyo, on this Thirteenth day of May in the year Two Thousand and Nineteen, in duplicate in the English language.

For the Association of Southeast  
Asian Nations:



**DATO LIM JOCK HOI**  
Secretary-General of ASEAN

For the Government of Japan:



**TARO KONO**  
Minister for Foreign Affairs of Japan