

No. 14632

**UNITED STATES OF AMERICA
and
SAUDI ARABIA**

**Technical Co-operation Agreement. Signed at Riyadh on
13 February 1975**

Authentic texts: English and Arabic.

Registered by the United States of America on 11 March 1976.

**ÉTATS-UNIS D'AMÉRIQUE
et
ARABIE SAOUDITE**

**Accord de coopération technique. Signé à Riyad le
13 février 1975**

Textes authentiques : anglais et arabe.

Enregistré par les États-Unis d'Amérique le 11 mars 1976.

TECHNICAL COOPERATION AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE ROYAL KINGDOM OF SAUDI ARABIA AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Whereas, the Government of Saudi Arabia and the Government of the United States have expressed their readiness to expand cooperation in the fields of economics, technology, and industry; and whereas, the Government of Saudi Arabia and the Government of the United States wish to regularize procedures for such cooperation; and whereas, the Second Deputy President of the Council of Ministers and Minister of the Interior of Saudi Arabia and the Secretary of State of the United States have agreed to the establishment of a Joint Commission on Economic Cooperation to be headed by the Secretary of the Treasury of the United States and by the Minister of State for Finance and National Economy for Saudi Arabia; and whereas, this Agreement will provide a mechanism to facilitate the furnishing of technical and advisory services to implement the goals of the Joint Commission and other mutual objectives of the two Governments;

It is hereby agreed that:

1. The Government of the United States will make available to the Government of Saudi Arabia, for the purpose of assisting the Government of Saudi Arabia in the development of its economic and human resources, advisors for the provision of such professional and technical advisory services as may be mutually agreed between the Government of Saudi Arabia and the Government of the United States. Advisors may be furnished from within or from outside the Government of the United States.

Services provided under this article may include training in the United States, or visits designed to assist in the acquisition of specialized technical or professional knowledge, for citizens selected by the Government of Saudi Arabia.

2. The two Governments, in consultation, shall adopt mutually agreeable organizational arrangements to facilitate cooperative implementation of this Agreement, and each side shall designate appropriate administrative entities to deal with each other in fulfilling the provisions of this Agreement.

3. Accord may be reached between the two Governments in the context of this Agreement that the United States Government, if so requested by the Government of Saudi Arabia, will undertake the preparation of technical or economic studies of specific development projects and provide technical and professional services for the implementation of these projects in accordance with mutually agreed cost estimates and the provisions of this Agreement. Should such accord be reached, the Government of Saudi Arabia shall defray any and all costs to the Government of the United States arising from such activities including indirect costs, planning costs, and the costs of project termination, and exempt the United States Government from any taxes on ownership or use of property and any customs duties, import and export taxes or any other taxes or similar charges in Saudi Arabia.

¹ Came into force on 12 May 1975 following the receipt of written notification from the Government of Saudi Arabia to the Government of the United States of America of its official promulgation in Saudi Arabia, with retroactive effect from 13 February 1975, in accordance with paragraph 10.

10. After being officially promulgated in Saudi Arabia and after the Government of Saudi Arabia has provided written notice thereof to the United States Government, this Agreement shall remain in effect for five years from the date of signature, subject to revision or extension, as mutually agreed, and may be terminated at any time by either Government by one hundred and eighty days, advance notice in writing.

IN WITNESS WHEREOF, the Parties hereto have executed at Riyadh, Saudi Arabia, this Agreement on technical cooperation on the thirteenth day of February, 1975, which is the second of Safar 1395 Hegira.

For the Government
of the United States of America:

[Signed]

JAMES E. AKINS
Ambassador
of the United States of America

For the Government
of the Royal Kingdom
of Saudi Arabia:

[Signed]

MUHAMMED ABA AL KHAYL
Minister of State for Finance
and National Economy

4. The Government of the United States may assign such personnel to Saudi Arabia as may be necessary to provide adequate administrative and staff support to carry out the purposes of this Agreement. The Government of Saudi Arabia will defray all costs of providing such administrative and staff support.

5. (a) The Government of Saudi Arabia will establish a dollar trust account in the United States Treasury and provide in such account, in advance, the full amount of funds necessary to cover the cost described in Article 3 or any increased cost under any mutually agreed increased cost estimate. The Government of the United States may draw on this account to defray the costs as incurred by the Government of the United States in providing such services.

(b) Any funds required by the Government of the United States to pay costs to be defrayed by the Government of Saudi Arabia under Article 4, including any payments to the Government of the United States employees, shall be deposited by the Government of Saudi Arabia in the trust account in such amounts and at such times as are mutually agreed and the Government of the United States may draw on the account for this purpose in the amount so agreed.

(c) The Government of the United States shall provide to the Government of Saudi Arabia a statement at the end of each six-month period during which the trust account is operative of funds in the account at the beginning of such period, disbursements from the account during such period, and the balance in the account at the end of such period.

(d) In no event shall the Government of the United States be obligated to provide services under this Agreement for which funds are not available in the trust account.

6. If, upon termination of this Agreement, there are funds remaining in the trust account after all costs have been defrayed and all liabilities satisfied, such funds shall be refunded to the Government of Saudi Arabia.

7. American employees of the Government of the United States who are (1) assigned to perform services under this Agreement or (2) assigned to provide support for such personnel will be considered attached to the Embassy of the United States of America in the Kingdom of Saudi Arabia and they and their dependents in the Kingdom of Saudi Arabia shall be entitled to the privileges and immunities accorded to personnel of the Embassy of comparable rank and category. Such privileges shall not extend to employees of establishments or corporations under contract to the Government of the United States or the Government of Saudi Arabia in accord with this Agreement.

8. When requested by either Government, representatives of both Governments will meet to review progress toward meeting the purpose of this Agreement and to negotiate solutions to any outstanding problems.

9. (a) The Government of Saudi Arabia agrees that no claim will be brought by the Government of Saudi Arabia against the Government of the United States or its employees that may arise as a result of the technical services furnished under this Agreement, and further agrees to hold the Government of the United States harmless against any and all claims that may arise as a result of the technical services furnished under this Agreement.

(b) The Government of Saudi Arabia reserves the right to bring any claims it has against any private persons, individual or corporate, performing services under this Agreement, and the Government of the United States should exercise reasonable efforts including assigning rights of the Government of the United States to facilitate the foregoing.