

No. 26512

---

**UNITED STATES OF AMERICA  
and  
OMAN**

**Economic and Technical Cooperation Agreement. Signed at  
Muscat on 4 September 1980**

*Authentic texts: English and Arabic.*

*Registered by the United States of America on 27 April 1989.*

---

**ÉTATS-UNIS D'AMÉRIQUE  
et  
OMAN**

**Accord de coopération économique et technique. Signé à  
Mascate le 4 septembre 1980**

*Textes authentiques : anglais et arabe.*

*Enregistré par les États-Unis d'Amérique le 27 avril 1989.*

## ECONOMIC AND TECHNICAL COOPERATION AGREEMENT<sup>1</sup>

---

The Government of the United States of America and the Government of the Sultanate of Oman agree as follows:

1. The Government of the United States of America will furnish such economic, technical, and related assistance hereunder as may be requested by representatives of the appropriate agency or agencies of the Government of the Sultanate of Oman and approved by representatives of the agency or agencies designated by the Government of the United States of America to administer its responsibilities hereunder, or as may be requested and approved by other representatives designated by the Government of the United States of America and the Government of the Sultanate of Oman. The furnishing of such assistance shall be subject to applicable United States laws and regulations. It shall be made available in accordance with arrangements agreed upon between the above mentioned representatives.

2. The Government of the Sultanate of Oman will make the full contribution permitted by its manpower, resources, facilities, and general economic condition in furtherance of the purposes for which assistance is made available hereunder and provide sufficient support for specific projects and programs to ensure the attainment of project and program goals; will take appropriate steps to assure the effective use of such assistance; will cooperate with the Government of the United States of America to assure that procurement will be at reasonable prices and on reasonable terms; will, without restriction, permit continuous observation and review by United States representatives of programs and operations hereunder, and records pertaining thereto; will provide the Government of the United States of America with full and complete information concerning such programs and operations and other relevant information which the Government of the United States of America may need to determine the nature and scope of operation and to evaluate the effectiveness of the assistance furnished or contemplated; will give to the people of the Sultanate of Oman full publicity concerning programs and operations hereunder; will, to the maximum extent possible, seek full coordination and integration of technical and economic cooperation programs being carried on in the Sultanate of Oman; and will cooperate with other nations participating in such programs in the mutual exchange of technical knowledge and skills.

3. In any case where commodities or services are furnished on a grant basis under arrangements which will result in the accrual of proceeds to the Government of the Sultanate of Oman from the import or sale of such commodities or services, the Government of the Sultanate of Oman, except as may otherwise be mutually agreed upon by the representatives referred to in paragraph 1 hereof, will establish in its own name a Special Account in the Citibank, N.A.; will deposit promptly in such Special Account the amount of local currency equivalent to such proceeds; and upon notification from time to time by the Government of the United States of America of its local currency requirements for program and operations hereunder, will make available to the Government of the United States of

---

<sup>1</sup> Came into force on 4 September 1980 by signature, in accordance with article 8.

America, in the manner requested by the Government, out of any balances in the Special Account, such sums as are stated in such notification to be necessary for such requirements. The Government of the Sultanate of Oman may draw upon any remaining balances in the Special Account for such purposes beneficial to the Sultanate of Oman as may be agreed upon from time to time by the representatives referred to in paragraph 1 hereof. Any unencumbered balances of funds which remain in the Special Account upon termination of assistance hereunder to the Government of the Sultanate of Oman shall be disposed of for such purposes as may be agreed upon by the representatives referred to in paragraph 1 hereof.

4. The Government of the United States of America and the Government of the Sultanate of Oman agree that a special mission, which consists solely of United States Government personnel assigned to perform services in the Sultanate of Oman under the Joint Commission agreement of August 19, 1980,<sup>1</sup> establishing said Commission by the mutual consent of the Government of the United States of America and the Government of the Sultanate of Oman, will be received by the Government of the Sultanate of Oman to carry out and discharge responsibilities agreed under this agreement by both sides. The Government of the United States of America and the Government of the Sultanate of Oman further agree that the special mission (as defined above) shall, except for the office space of the Joint Commission, enjoy the same inviolability of premises as is extended to the diplomatic mission of the United States of America, in accordance with the Vienna Convention on Diplomatic Relations of April 18, 1961,<sup>2</sup> and that the Government of the Sultanate of Oman shall accord the United States Government personnel comprising the special mission and their families (other than citizens and permanent residents of Oman) the same immunities as are accorded by the Government of the Sultanate of Oman, in accordance with the Vienna Convention on Diplomatic Relations of April 18, 1961, to the personnel of comparable rank and category of the Embassy of the United States of America. These employees will be subject to the same obligations and responsibilities as apply to members of comparable rank and category of the Embassy of the United States of America.

5. In order to assure the maximum benefits to the people of the Sultanate of Oman from the assistance to be furnished hereunder:

(a) Any supplies, material, or equipment introduced into or acquired in the Sultanate of Oman by the Government of the United States of America, or any contractor financed by that Government, for purposes of any program or project, conducted hereunder, shall, while such supplies, material or equipment are used in connection with such a program or project, be exempt from any taxes on ownership or use of property and any other taxes in the Sultanate of Oman, and the import, export, purchase, use, or disposition of any such supplies, materials or equipment, in connection with such a program or project shall be exempt from any tariffs, customs duties, import and export taxes, taxes on purchase or disposition of property, and other taxes or similar charges in the Sultanate of Oman. No tax (whether in the nature of an income, profit, business, or other tax), duty, or fee of whatsoever nature shall be imposed upon any contractor financed by the Government of the United States of America hereunder.

<sup>1</sup> See p. 13 of this volume.

<sup>2</sup> United Nations, *Treaty Series*, vol. 500, p. 95.

(b) All personnel (and their families), except citizens and permanent residents of the Sultanate of Oman, whether (i) employees of the Government of the United States of America or any Agency thereof or individuals under contract with or financed by, or employees of public or private organizations under contract with or financed by the Government of the United States of America or any agency thereof, or (ii) individuals under contract with, or employees of public and private organizations under contract with, the Government of the Sultanate of Oman or any agency thereof, who are present in the Sultanate of Oman or perform work in connection with this Agreement shall be exempt from income and social security taxes levied under the laws of the Sultanate of Oman with respect to income upon which they are obligated to pay income or social security taxes to any other government and from taxes on the purchase, ownership, use, or disposition of personal moveable property (including automobiles) intended for their own use. Such personnel (and their families) shall be exempt from customs, import, and export duties on all personal effects, equipment, and supplies imported into the Sultanate of Oman for their own use, and from all other duties and fees.

(c) Funds introduced into the Sultanate of Oman by the Government of the United States of America for purposes of furnishing assistance hereunder shall be convertible into currency of the Sultanate of Oman at the highest rate prevailing at the time the conversion is made that has been declared for foreign currency by the competent authorities of the Government of the Sultanate of Oman.

6. The Government of the United States of America and the Government of the Sultanate of Oman will establish procedures whereby the Government of the Sultanate of Oman will so deposit, segregate, or assure title to all funds allocated to or derived from any program of assistance undertaken hereunder by the Government of the United States of America in such manner that such funds shall not be or become subject to garnishment, attachment, seizure, or other legal process by any person, firm, agency, corporation, organization, or government, when the Government of the Sultanate of Oman is advised by the Government of the United States of America that such legal process would interfere with the attainment of the objectives of the program of assistance hereunder. If there is any claim of any such person, firm, agency, corporation, organization or government, the Government of the Sultanate of Oman and the Government of the United States of America agree to discuss such claim.

7. All or any part of any program of assistance provided hereunder may, except as may otherwise be provided in arrangements agreed upon pursuant to paragraph 1 hereof, be terminated by either Government if that Government determines that because of changed conditions the continuation of such assistance is unnecessary or undesirable. The termination of such assistance under this provision may include the termination of deliveries of any commodities hereunder not yet delivered.

8. This agreement shall enter into force upon signature and shall remain in force for ten years and indefinitely thereafter, from the date of signature, and may be terminated at any time by either Government by one year advance notice in writing. Notwithstanding any such termination, however, the provisions hereof shall remain in full force and effect with respect to assistance theretofore furnished.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement at Muscat in two original copies each in English and Arabic, both texts being equally authentic, on the 4th of September 1980.

[*Signed — Signé*]<sup>1</sup>

For the Government  
of the United States of America

[*Signed — Signé*]<sup>2</sup>

For the Government  
of the Sultanate of Oman

---

---

<sup>1</sup> Signed by Stephen W. Buck — Signé par Stephen W. Buck.

<sup>2</sup> Signed by Yusuf Al-Alawi — Signé par Yusuf Al-Alawi.