

No. 26667

**AUSTRALIA
and
THAILAND**

**Agreement on development cooperation (with annexes).
Signed at Bangkok on 2 February 1989**

Authentic texts: English and Thai.

Registered by Australia on 8 June 1989.

**AUSTRALIE
et
THAÏLANDE**

**Accord relatif à la coopération au développement (avec
annexes). Signé à Bangkok le 2 février 1989**

Textes authentiques : anglais et thaï.

Enregistré par l'Australie le 8 juin 1989.

AGREEMENT¹ ON DEVELOPMENT CO-OPERATION BETWEEN THE GOVERNMENT OF AUSTRALIA AND THE GOVERNMENT OF THE KINGDOM OF THAILAND

The Government of Australia and the Government of the Kingdom of Thailand, wishing to strengthen the existing cordial relations between the two countries and their peoples, have agreed as follows:

Article I. OBJECTIVE

The two Governments shall co-operate in a program of development co-operation in conformity with the goals of economic and social development of the Government of the Kingdom of Thailand.

Article II. COMPONENTS OF PROGRAM OF DEVELOPMENT CO-OPERATION

The program of development co-operation may consist of the following components:

- (a) The sending of missions to Thailand to study and analyse development projects;
- (b) The study, development and execution of projects designed to contribute to the attainment of the objective of this Agreement;
- (c) The granting of scholarships to Thai nationals for studies and professional training in Australia, Thailand or a third country;
- (d) The assignment of Australian experts, advisers and other specialists to Thailand;
- (e) The provision of equipment, materials and other goods and services required for the execution of development projects in Thailand;
- (f) The promotion of collaborative research, designed to assist agricultural development, between Australian and Thai institutions and personnel;
- (g) The provision of Australian assistance, in the form of both personnel and equipment, in conjunction with development projects in Thailand of the World Bank or other international financial institutions;
- (h) The provision of assistance to universities and other academic institutions to help improve the national capacity for teaching and research;
- (i) The encouragement and promotion of relations between institutions and personnel of the two countries, and
- (j) Any other form of assistance which may be mutually arranged between the two Governments.

Article III. CO-OPERATING AGENCIES

1. Each Government shall implement a program of development co-operation under this Agreement through one or more designated co-operating agencies.

¹ Came into force on 2 February 1989 by signature, in accordance with article XVIII (1).

2. The two Governments shall consult from time to time at the request of either Government to co-ordinate the implementation by the co-operating agencies of the program of development co-operation.

Article IV. SUBSIDIARY ARRANGEMENTS

In support of the objective of this Agreement, each co-operating agency of each Government may conclude with the designated co-operating agency of the other Government subsidiary arrangements on specific development activities involving one or several components described in Article II of the program of development co-operation. Subsidiary arrangements shall make specific reference to this Agreement.

Article V. ANNEXES

Unless otherwise indicated in subsidiary arrangements, the Government of Australia shall assume the responsibilities described in Annex A and the Government of the Kingdom of Thailand shall assume the responsibilities described in Annex B for specific development activities. Annexes A and B shall be integral parts of this Agreement.

Article VI. PROJECT CO-ORDINATING COMMITTEES

1. Each co-operating agency of each Government may, with the appropriate co-operating agency of the other Government, establish a Joint Co-ordinating Committee to be responsible for planning and co-ordinating development activities.

2. In respect of each development activity the appropriate Joint Project Co-ordinating Committee shall:

- (a) Review and report on progress to the two Governments;
- (b) Recommend to the two Governments any appropriate changes in the development activity including budget and future development; and
- (c) Undertake such other functions as may be set out in subsidiary arrangements between the two co-operating authorities.

Article VII. DEFINITIONS

For the purposes of this Agreement:

(a) "Australian firms" means Australian firms or institutions engaged in any project established under a subsidiary arrangement.

(b) "Australian personnel" means Australians or persons who are not Thai nationals or permanent residents of Thailand, who are working in Thailand on any project established under a subsidiary arrangement.

(c) "Dependant" means the spouse of a member of the Australian personnel and any other person recognized as a dependant of a member of the Australian personnel by the two Governments.

(d) "Professional and technical material" means equipment and other goods imported by Australian personnel for their professional use while engaged in development activities.

(e) "Project supplies" means goods for the execution of development activities provided by the Government of Australia.

(f) "Thai scholarship holders" means Thai nationals who, having been nominated by the Government of the Kingdom of Thailand, are sponsored by the Government of Australia for training in Australia, Thailand or a third country.

Article VIII. CLAIMS

The Government of the Kingdom of Thailand shall indemnify the Australian personnel, Australian firms and the Government of Australia against civil claims, directly resulting from the execution of their function in Thailand under this Agreement, except where such claims arise from gross negligence or wilful misconduct of agents of the Australian Government, Australian firms or the Australian personnel. This paragraph shall not apply to claims arising from traffic accidents.

Article IX. TAXES ON INCOMES

The Government of the Kingdom of Thailand shall exempt Australian firms and Australian personnel from income taxes or other similar taxes on income or profits, salaries, wages and other similar remuneration derived from activities or assignments performed in Thailand under a subsidiary arrangement.

Article X. PROJECT SUPPLIES AND PROFESSIONAL AND TECHNICAL MATERIAL

1. In respect of project supplies and professional and technical material imported into Thailand under this Agreement the Government of the Kingdom of Thailand shall, as stipulated by relevant Thai laws and regulations:

- (a) Exempt from customs duties, other duties, taxes, levies, and other charges of similar nature; and
- (b) Expedite their clearance through customs.

2. Project supplies shall be available only for the purposes of development activities and shall not be withdrawn from that use without the consent of the appropriate Australian and Thai co-operating agencies. All matters relating to project supplies which have ceased to be used for a development activity shall be governed by a subsidiary arrangement.

3. Professional and technical material which has ceased to be of use for a development activity shall be subject to the duties, taxes, levies or other charges from which they were exempt unless:

- (a) Re-exported; or
- (b) Disposed of to persons enjoying similar exemptions.

4. The Government of the Kingdom of Thailand shall be responsible for inspection fees or storage charges and all other levies, duties, fees or charges on project supplies imported into Thailand.

Article XI. IMPORT OF PERSONAL AND HOUSEHOLD EFFECTS

In respect of personal and household effects, except motor vehicles, imported into Thailand for the personal use of Australian personnel the Government of the Kingdom of Thailand shall:

- (a) Exempt Australian personnel upon their first arrival in Thailand and for a period of six months thereafter, from customs duties, other duties, taxes, levies, and other charges of similar nature on personal effects;

- (b) Exempt Australian personnel assigned to work in Thailand for more than twelve months, upon their first arrival in Thailand and for a period of six months thereafter, from customs duties, other duties, taxes, levies, and other charges of similar nature on household effects; and
- (c) Expedite their clearance through customs.

Article XII. MOTOR VEHICLES FOR PERSONAL USE

Each member of the Australian personnel assigned to work in Thailand for more than twelve months may import within the first six months of his or her arrival in Thailand, free of customs duties, other duties, taxes, levies and other charges of a similar nature, a vehicle that conforms to Thai regulations for his or her personal use and the use of his or her dependants, and may re-export that vehicle free of the above charges at the conclusion of his or her assignment. This privilege shall be exercised in accordance with regulations governing the purchase, sale or disposal of vehicles of experts who are posted in Thailand under the technical co-operation programs of the Colombo Plan.

Article XIII. REMITTANCE OF FUNDS

The Government of the Kingdom of Thailand shall facilitate Australian firms and Australian personnel in the repatriation of their funds in accordance with rules and procedures laid down by the Bank of Thailand and consistent with the rights and obligations of Thailand as a member of the International Monetary Fund.

Article XIV. LOCAL LAWS AND REGULATIONS

Upon request, the Government of the Kingdom of Thailand shall inform and keep advised Australian firms and Australian personnel of local laws and regulations which may concern them in the performance of their duties.

Upon request, the Government of the Kingdom of Thailand shall inform the Government of Australia of changes to Thai Laws and Regulations which may affect the implementation of this Agreement.

Article XV. CONSULTATIONS

The two Governments shall, upon request by either Government, consult each other regarding any matter relating to the terms of this Agreement and shall jointly resolve any difficulties or misunderstandings which may arise.

Article XVI. VALIDITY OF PREVIOUS AGREEMENTS AND ARRANGEMENTS

Any agreements or arrangements between the two Governments concerning experts provided under the technical co-operation programs of the Colombo Plan, already in force or effect at the time of entry into force of this Agreement, shall remain valid.

Article XVII. AMENDMENT

This Agreement may be amended by agreement in writing between the Parties.

Article XVIII. ENTRY INTO FORCE AND DURATION

1. This Agreement shall enter into force on signature and shall remain in force until terminated by either Government on six months' notice in writing to the other Government.

2. The responsibilities of the two Governments for development activities being carried out pursuant to subsidiary arrangements and begun prior to the receipt of the termination notice referred to above shall continue until completion of such development activities as if this Agreement remained in force in respect of and for the whole duration of such projects.

IN WITNESS THEREOF, the undersigned, duly authorized by their respective Governments, have signed this Agreement.

DONE in duplicate at Bangkok, this second day of February 1989, in English and Thai, each version being equally authentic.

For the Government
of Australia:

[Signed]

RICHARD WILLIAM BUTLER
Ambassador Extraordinary
and Plenipotentiary of Australia

For the Government
of the Kingdom of Thailand:

[Signed]

Air Chief Marshal SIDDHI SAVETSILA
Minister of Foreign Affairs

ANNEX A

RESPONSIBILITIES OF THE GOVERNMENT OF AUSTRALIA

1. Unless otherwise indicated in subsidiary arrangements in accordance with Article V, the contributions of the Government of Australia for development activities shall be as follows:

- (a) The cost of professional and other services required for the execution of development projects;
- (b) The cost of providing project supplies and the cost of transportation of project supplies to the port of entry in Thailand;
- (c) The following contributions related to Thai scholarship holders outside Thailand:
 - (i) Registration and tuition fees;
 - (ii) A book and equipment allowance;
 - (iii) A living allowance, including provision for accommodation costs and a clothing allowance;
 - (iv) Medical and hospital expenses;
 - (v) Economy-class fares for international or domestic travel outside Thailand by air or any other approved means of transportation, in compliance with the requirements of the scholarship program; and
 - (vi) Cost of shipping of their personal effects outside Thailand;
- (d) The following contributions related to Australian personnel:
 - (i) Their salaries, fee, allowance, travel expenses and other benefits; and
 - (ii) The cost of shipping, between their normal place of residence and the port of entry and departure in Thailand, or their personal and household effects, including professional and technical materials.

2. Contracts for the purchase of goods or commissioning of services required for the execution of projects shall be signed in the name of the Government of Australia or one of its agencies. However, it may be provided in any subsidiary arrangements entered into

pursuant to the Agreement that such contracts shall be signed by the appropriate authority of Thailand in accordance with the terms and conditions specified in said subsidiary arrangements.

3. The Government of Australia shall provide the Government of the Kingdom of Thailand in a timely manner with the names of the Australian personnel and their dependants entitled to the rights and privileges set forth in this Agreement.

ANNEX B

RESPONSIBILITIES OF THE GOVERNMENT OF THE KINGDOM OF THAILAND

1. Unless otherwise indicated in subsidiary arrangements in accordance with Article V, the contributions of the Government of the Kingdom of Thailand, in accordance with the laws and regulations in force in Thailand, shall be as follows:

- (a) Transportation within Thailand in accordance with the execution requirements of development activities;
- (b) Facilitating the travel within Thailand of Australian personnel in the performance of their duties;
- (c) Measures required to protect the project supplies referred to in Article X against natural elements, theft, fire and other hazards;
- (d) Permits, licences and other documents necessary to enable Australian firms and Australian personnel to carry out their functions in Thailand;
- (e) Visas for the Australian personnel and their dependants, and import, and export permits for professional and technical material, and the personal and household effects of Australian personnel;
- (f) Permission to use means of communication in Thailand appropriate to the needs of the development projects involved;
- (g) Provision of furnished office premises and office services on the project site where such premises and services are needed by Australian firms and Australian personnel to carry out their duties;
- (h) Reports, records, maps, statistics and other information related to development projects and likely to assist Australian personnel in carrying out their duties; and
- (i) Other measures within its jurisdiction which may facilitate the execution of development projects.

2. The Government of the Kingdom of Thailand shall ensure that all scholarship holders nominated by the Government of the Kingdom of Thailand who are government officials shall continue to receive their appropriate salary in accordance with the Thai Government procedure and regulations during their studies or professional training.

3. The allowances provided to Australian personnel shall be adjusted each time the allowances specified in the Local Allowances and Privileges Accorded to Foreign Experts under Technical Assistance Program in Thailand administered by the Department of Technical and Economic Cooperation of Thailand, are revised.