

**FOREIGN ASSISTANCE**

**Economic and Technical Cooperation**

**Agreement Between the  
UNITED STATES OF AMERICA  
and OMAN**

Signed at Muscat December 1, 1990



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966  
(80 Stat. 271; 1 U.S.C. 113)—

“ . . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”

**OMAN**

**Foreign Assistance: Economic and  
Technical Cooperation**

*Agreement signed at Muscat  
December 1, 1990;  
Entered into force December 1, 1990.*

AGREEMENT ON ECONOMIC AND TECHNICAL COOPERATION

BETWEEN

THE GOVERNMENT OF THE SULTANATE OF OMAN

AND

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

THE GOVERNMENT OF THE SULTANATE OF OMAN AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA, DESIRING TO STRENGTHEN FURTHER THE FRIENDLY RELATIONS BETWEEN THEIR PEOPLES TO PROMOTE THE DEVELOPMENT OF ECONOMIC AND TECHNICAL COOPERATION BETWEEN THEIR COUNTRIES, ON THE BASIS OF EQUALITY AND MUTUAL BENEFITS, HAVE AGREED AS FOLLOWS:

ARTICLE - 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.

ARTICLE - 2

A) Subject to the mutual agreement of the representatives referred to in paragraph 1 hereof, the economic cooperation between the two countries may include, inter alia, the following areas:

Trade and commerce

Agriculture and fisheries

Land and water development

Mining

Transportation - Infrastructure

Infrastructure

Energy

Tourism

Communication

Other areas of cooperation agreed upon by the two Governments.

B) Subject to the mutual agreement of the representatives referred to in paragraph 1 hereof, the technical cooperation between the two countries may include, inter alia, the following areas:

- The services of experts, consultants, technicians, teachers and professors with their professional outfit;
- Consultancy services to study specific projects;

- Scholarship , fellowships, training, or similar arrangements under which candidates nominated by the Government may study or receive training in various fields;
- Assist in the establishment of training and advisory centers, as well as other facilities in the Sultanate of Oman;
- Provide equipment for appropriate projects;
- Promote cooperation between scientific and technical institutions in both countries by dispatching or enlisting the services of scientific and technical personnel and providing equipment;
- Any other form of technical cooperation agreed upon by the two countries.

ARTICLE - 3

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 restrictions, 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 appropriate publicity, mutually acceptable to both Governments, concerning such 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.

ARTICLE - 4

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 Article 1 hereof, will establish in its own name a Special Account; 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 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 Article 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 Article 1 hereof.

ARTICLE - 5

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, 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 Binviolability 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, 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.

ARTICLE - 6

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, materials 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. Any such supplies, materials and equipment, unless disposed of in fulfilling the purposes of this Agreement, through re-export, or through transfer of ownership to the Government of the Sultanate of Oman or to individuals or organisations entitled to similar exemptions, shall be subject to such taxes, duties, tariffs, and other charges described above at the time of disposition. 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.

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 and 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 movable 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.

ç) 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.

#### ARTICLE - 7

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.

ARTICLE - 8

All or any part of any program of assistance provided hereunder may, except as may otherwise be provided in arrangements agreed upon pursuant to Article 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.

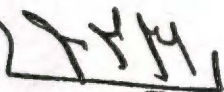
ARTICLE - 9

This agreement shall enter into force upon signature and shall remain in force indefinitely, 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. Upon entry into force this Agreement shall supersede the Economic and Technical Cooperation Agreement of September 4, 1980.

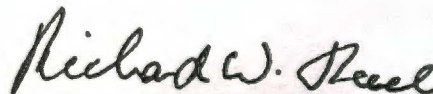
IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement.

Done at Muscat in duplicate,  
this thirteenth day of Jamada al Awal 1411 Hijri corresponding to 1 December 1990 .



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FOR THE GOVERNMENT OF THE  
SULTANATE OF OMAN



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FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA