

No. 8354

---

**INTERNATIONAL BANK FOR  
RECONSTRUCTION AND DEVELOPMENT**

**and**

**AUSTRALIA, CANADA, DENMARK, JAPAN, LAOS,  
NETHERLANDS, NEW ZEALAND, THAILAND AND  
UNITED STATES OF AMERICA**

**Nam Ngum Development Fund Agreement, 1966 (with  
schedule and Protocol). Signed at Washington, on  
4 May 1966**

*Official texts: English and French.*

*Registered by the International Bank for Reconstruction and Development on  
7 October 1966.*

---

**BANQUE INTERNATIONALE POUR  
LA RECONSTRUCTION ET LE DÉVELOPPEMENT**

**et**

**AUSTRALIE, CANADA, DANEMARK, JAPON, LAOS,  
PAYS-BAS, NOUVELLE-ZÉLANDE, THAÏLANDE ET  
ÉTATS-UNIS D'AMÉRIQUE**

**Convention sur le Fonds d'aménagement de la Nam  
Ngum, 1966 (avec annexe et Protocole). Signé à  
Washington, le 4 mai 1966**

*Textes officiels anglais et français.*

*Enregistré par la Banque internationale pour la reconstruction et le développement  
le 7 octobre 1966.*

No. 8354. NAM NGUM DEVELOPMENT FUND AGREEMENT,  
1966.<sup>1</sup> SIGNED AT WASHINGTON, ON 4 MAY 1966

---

AGREEMENT, dated this 4th day of May, 1966 between the Governments of AUSTRALIA, CANADA, DENMARK, JAPAN, LAOS, the NETHERLANDS, NEW ZEALAND, THAILAND and the UNITED STATES OF AMERICA and the INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (the Bank).

WHEREAS the Committee for Coordination of Investigations of the Lower Mekong Basin (Cambodia, Laos, Thailand and the Republic of Vietnam) (hereinafter called the Mekong Committee) operating under the aegis of the United Nations Economic Commission for Asia and the Far East has been conducting a program of surveys of the Lower Mekong Basin in the riparian countries and in the course of such program it has been recognized that the Nam Ngum River in Laos, one of the tributaries of the Mekong, can be developed ;

WHEREAS a feasibility study of the development of the Nam Ngum valley in Laos, including the construction of a multipurpose dam, has been financed by the United Nations Special Fund and by the Government of Japan under its bilateral aid to Laos and has been carried out within the framework of investigations undertaken by the Mekong Committee ;

WHEREAS the Mekong Committee has recommended the early construction of the Nam Ngum hydro-electric Project as an integral component of the comprehensive development of the Lower Mekong Basin ;

WHEREAS Laos and Thailand have agreed to make arrangements for the inter-connection of the high tension electrical transmission networks of the two countries, initially by means of the construction and operation of a transmission line which would cross their common boundary on the Mekong River ;

WHEREAS the United Nations and the Mekong Committee have sought contributions to the financing of the cost of the Nam Ngum hydro-electric Project ;

WHEREAS the Government of Japan has agreed to finance the detailed design of the Project under its bilateral aid to Laos ;

---

<sup>1</sup> In accordance with Section 13.02, the Agreement entered into force in respect of all Parties named in the Preamble on 29 August 1966, that is to say, on the date of deposit with the International Bank for Reconstruction and Development of the instrument of acceptance of the Agreement by the Government of the Kingdom of the Netherlands for the Kingdom in Europe, all other Parties having signed the Agreement without reservation as to acceptance.

WHEREAS the Governments of Australia, Canada, Denmark, Japan, the Netherlands, New Zealand and the United States of America have agreed to provide funds, as a grant, for the Project up to twenty-two million eight hundred and fifteen thousand U.S. dollars equivalent and, together with the Governments of Laos and Thailand and the United Nations, have invited the Bank, and the Bank has agreed, to administer the funds so provided ; and

WHEREAS Thailand has agreed to supply to Laos cement for the said project for a value equivalent to one million U.S. dollars in exchange for power from the Project ;

NOW THEREFORE the Parties hereby agree as follows :

### *Article I*

#### DEFINITIONS

*Section 1.01.* Except where the context otherwise requires, the following terms have the following meanings wherever used in this Agreement :

1. " Bank " means International Bank for Reconstruction and Development.
2. " Fund " means the Nam Ngum Development Fund established by this Agreement.
3. " Administrator " means the Bank acting in the capacity of Administrator of the Fund.
4. " Project means the project described in the Schedule to this Agreement, with such changes as may be agreed upon between the Parties.
5. " Goods " means equipment, supplies and services required to construct and carry out the Project or for the carrying out of the Administrator's duties hereunder.
6. " Currency " means such coin or currency as at the time referred to is legal tender for the payment of public or private debts in the territories of the government referred to.
7. " Dollars " and " \$ " mean the currency of the United States of America.
8. " Kip " means the currency of Laos.
9. " Parties " means the Governments named in the Preamble to this Agreement and the Bank, and any other Government or institution which shall become a party to this agreement pursuant to Article XI.

10. "Contributing Parties" means those Parties who agree to make contributions to the Fund pursuant to this Agreement.

### Article II

#### ESTABLISHMENT OF NAM NGUM DEVELOPMENT FUND

*Section 2.01.* There is hereby established the Nam Ngum Development Fund, constituted by the monies which the Governments of Australia, Canada, Denmark, Japan, the Netherlands, New Zealand and the United States of America, shall from time to time contribute to the Fund in accordance with the provisions of this Agreement, together with any additions thereto and any other assets and receipts of the Fund, to be held in trust and administered by the Bank and used only for the purposes, and in accordance with the provisions, of this Agreement.

*Section 2.02.* The Fund and its assets and accounts shall be kept separate and apart from all other accounts and assets of the Bank and shall be separately designated in such appropriate manner as the Bank shall determine.

*Section 2.03.* The other Parties hereby designate the Bank as Administrator of the Fund. The Bank agrees to act in that capacity in accordance with the provisions of this Agreement.

### Article III

#### CONTRIBUTIONS TO FUND

*Section 3.01.* Each of the Governments specified below hereby undertakes, subject to such parliamentary or congressional action as may be necessary, to contribute to the Fund, as a grant, the amount specified opposite its name below :

Australia .....	\$ 500,000
Canada .....	\$ 2,000,000
Denmark .....	\$ 600,000
Japan .....	\$ 4,000,000
Netherlands .....	\$ 3,300,000
New Zealand .....	\$ 350,000
United States of America .....	\$ 12,065,000

*Section 3.02.* (a) Upon the entry into force of this Agreement the Administrator shall promptly notify each of the contributing Parties of the amount required to be paid by it as part of its contribution to the Fund

to cover estimated disbursements of the Fund during the period ending December 31, 1966, and shall before the beginning of each period commencing 1st January or 1st July thereafter (at a time to be agreed between the Administrator and each Party concerned) notify each of the contributing Parties of the amount so required to be contributed by it during such period. Each of the contributing Parties undertakes to make the payment specified in such notice at the time or times and in the amounts specified or provided for therein or at such other times during such period as may be agreed upon between the Administrator and the contributing Party.

(b) The Administrator may include in its estimate of amounts required to be paid in any period pursuant to this Section such sums as it shall consider necessary or desirable to establish and maintain a reasonable reserve against an excess of actual expenditures over the estimates of such expenditures.

*Section 3.03.* It is understood and agreed that :

(a) Australia shall pay its contribution to the Fund in six installments, the first of \$85,000 and the others of \$83,000 each, payable in the first six periods referred to in Section 3.02. (a) ;

(b) Japan shall pay its contribution to the Fund in eight equal installments of \$500,000 each, payable in the first eight periods referred to in Section 3.02. (a) ;

(c) New Zealand shall pay its contribution to the Fund in eight equal installments of \$43,750 each, payable in the first eight periods referred to in Section 3.02. (a) ;

(d) the amount to be called up for payment to the Fund from the other contributing Parties in each period referred to in Section 3.02. (a) shall be apportioned among them in proportion to their contributions as set forth in Section 3.01.

*Section 3.04.* Payments of contributions shall be made in dollars, or in the equivalent thereof in such other currencies, freely useable or convertible, as may be agreed upon between the contributing Party and the Administrator.

*Section 3.05.* The Parties agree to accept the Administrator's decisions as to estimated requirements and receipts of the Fund, and of the reserve required, for the purposes of this Agreement. The Administrator and any two or more of the contributing Parties may agree upon a change, for one or more semi-annual periods, in the relative proportions to be paid by such Parties, provided

that the aggregate amounts to be paid by them for such period or periods remain substantially unchanged and that appropriate compensating adjustments are made in respect of later periods.

#### *Article IV*

##### DISBURSEMENTS FROM FUND

*Section 4.01.* Amounts in the Fund shall be used or disbursed by the Administrator exclusively to finance the cost of the goods. The specific items to be financed from the Fund and the methods to be used in procuring and financing them shall be determined from time to time by the Administrator, after consultation with Laos or, in respect of goods for Part B of the Project, with Thailand.

*Section 4.02.* Except as shall be otherwise determined by the Administrator, no disbursements shall be made on account of (i) expenditures prior to March 11, 1966, or (ii) expenditures in the territories of any country which is not a Party to this Agreement, or for goods produced in, or services supplied from, such territories.

*Section 4.03.* Disbursements from the Fund shall be in such currencies as the Administrator shall elect.

*Section 4.04.* Laos shall make and maintain arrangements for the sale of kip required for the carrying out of the Project at the most advantageous legal rate.

#### *Article V*

##### APPLICATIONS FOR DISBURSEMENT

*Section 5.01.* When Laos, or Thailand in respect of Part B of the Project, shall desire any disbursement to be made from the Fund, it shall deliver to the Administrator a written application in such form, and containing such statements and agreements, as the Administrator shall request.

*Section 5.02.* Laos or Thailand, as the case may be, shall furnish to the Administrator such documents and other evidence in support of each such application as the Administrator shall request, whether before or after the Administrator shall have permitted any withdrawal requested in the application.

*Section 5.03.* Each application and the supporting documents must be sufficient in form and substance to satisfy the Administrator that the amount requested is to be used only for the purposes specified in this Agreement, that the goods on account of which disbursement is requested are suitable for the Project, and that the cost thereof is not unreasonable.

*Section 5.04.* The Administrator may make payments or arrangements for payment directly to the suppliers of goods or others without any application by Laos or Thailand therefor whenever, after consultation with Laos (or, in respect of Part B of the Project, Thailand), it determines that such procedure is necessary or desirable for the efficient carrying out of the Project.

### *Article VI*

#### UNDERTAKINGS OF LAOS

*Section 6.01. (a)* Laos shall cause the Project to be carried out with due diligence and efficiency and in conformity with sound engineering and financial practices and shall accord first priority, in its development program, to the Project.

*(b)* To assist it in the carrying out of the Project, Laos shall employ or cause to be employed qualified and experienced consultants acceptable to the Administrator to an extent and on terms and conditions satisfactory to the Administrator.

*(c)* Laos shall, at its own expense and promptly as needed : (i) obtain and make available all land and interests in land required for the carrying out or operation of the Project and (ii) make all necessary arrangements for the resettlement of persons living in the Project area.

*(d)* Subject to the provisions of Section 4.02 (ii), all goods required for the Project shall be procured on the basis of international competition pursuant to arrangements acceptable to the Administrator, except as the Administrator shall otherwise determine on grounds of appropriateness, efficiency, expedition or economy, after consultation with Laos.

*Section 6.02.* Laos shall cause all goods financed out of monies disbursed by the Fund to be used exclusively in the carrying out of the Project, except as the Administrator may otherwise agree in respect of goods no longer required for the Project.

*Section 6.03. (a)* Laos shall furnish or cause to be furnished to the Administrator, promptly upon their preparation, draft contracts, plans and specifications, cost estimates, plans of construction and construction

schedules for the Project, and any material modifications subsequently made therein, in such detail as the Administrator shall from time to time request. The Administrator, after consultation with Laos, may request that modifications shall be made in any of the foregoing and Laos shall cause any such requests issued by the Administrator in respect thereof to be promptly complied with. Such requests may be issued directly by the Administrator to consultants or contractors employed by Laos for the Project whenever the Administrator, after consultation with Laos, determines that special circumstances make such procedure necessary or desirable for the efficient carrying out of the Project, and all contracts shall contain appropriate provisions requiring such consultants or contractors to comply with any such request of the Administrator as if issued by Laos itself.

(b) Laos shall maintain or cause to be maintained, in a manner satisfactory to the Administrator, records adequate to identify the goods financed out of monies disbursed by the Fund, to disclose the use thereof in the Project, to record the progress of the Project (including the cost thereof) and to reflect in accordance with consistently maintained sound accounting practices the receipt and disposition of the monies disbursed by the Fund to it or for its account ; shall enable the Administrator's representatives to inspect the Project, the goods used or acquired for the Project, and any relevant records and documents and to visit any part of the territories of Laos for any purpose related to the Project or the Fund ; and shall furnish or cause to be furnished to the Administrator all such information as the Administrator shall reasonably request concerning the expenditure of the monies disbursed by the Fund, the Project, and the operations and administration of the agency or agencies of Laos responsible for the construction of the Project.

*Section 6.04.* (a) Laos and the Administrator shall cooperate fully to assure that the purposes of this Agreement will be accomplished. To that end, each of them shall furnish to the other all such information as it shall reasonably request with regard to the general status of the Project.

(b) Laos and the Administrator shall from time to time exchange views through their representatives with regard to matters relating to the purposes of this Agreement. Laos shall promptly inform the Administrator of any condition which interferes with, or threatens to interfere with, the accomplishment of the purposes of this Agreement.

*Section 6.05.* The Administrator may enter into such agreements or arrangements with Laos, or any agency designated by Laos for this purpose, as it shall deem desirable for implementing the terms and purposes of this



Agreement. Laos hereby agrees to perform its obligations and cause such agency to perform its obligations under any such agreements or arrangements.

*Section 6.06.* (a) Except as the Administrator shall otherwise agree, Laos shall make and maintain arrangements, satisfactory to the Administrator: (i) to ensure that the importation, acquisition, purchase, felling, extraction, sale, furnishing, use, consumption and ownership of goods and other property or services necessary or desirable for the purposes of carrying out the Project shall be exempt from customs duties, sales and excise taxes, and all other taxes and duties; and (ii) to exempt from income and similar taxes income and receipts of non-Laotian contractors, suppliers, consultants and other companies, firms and entities, furnishing or supplying property or services for the purposes of the Project, and of their non-Laotian employees.

(b) The application of specific exemptions under subsection (a) of this Section 6.06 to any person, company, firm or entity shall be set forth in the contractual arrangements between Laos and such person, company, firm or entity or in arrangements made between Laos and the Administrator for that purpose.

*Section 6.07.* Since Part B of the Project will not be in the territory of Laos, it is understood and agreed that the undertakings and responsibilities of Laos shall not extend to said Part B of the Project except to the extent required to assure the proper coordination with the other parts of the Project.

### *Article VII*

#### UNDERTAKINGS OF THAILAND

*Section 7.01.* (a) Thailand shall cause Part B of the Project to be carried out with due diligence and efficiency and in accordance with sound engineering and financial practices.

(b) Thailand shall, at its own expense and promptly as needed, obtain and make available all land and interests in land required for the carrying out of Part B of the Project.

(c) Subject to the provisions of Section 4.02 (ii), all goods required for Part B of the Project shall be procured on the basis of international competition pursuant to arrangements acceptable to the Administrator, except as the Administrator shall otherwise determine on grounds of appropriateness, efficiency, expedition or economy, after consultation with Thailand.

*Section 7.02.* Thailand shall cause all goods financed out of monies disbursed to it or on its request from the Fund to be used exclusively in the carrying out of Part B of the Project, except as the Administrator may otherwise agree in respect of goods no longer required for Part B of the Project.

*Section 7.03.* To the extent that Thailand or any agency thereof shall be responsible therefor :

(a) Thailand shall furnish or cause to be furnished to the Administrator, promptly upon their preparation, draft contracts, plans and specifications, cost estimates, plans of construction and construction schedules for Part B of the Project, and any material modification made therein, in such detail as the Administrator shall from time to time request. The Administrator, after consultation with Thailand, may request that modifications shall be made in any of the foregoing and Thailand shall cause any such requests issued by the Administrator in respect thereof to be promptly complied with. Such requests may be issued directly by the Administrator to consultants or contractors employed by Thailand for Part B of the Project whenever the Administrator, after consultation with Thailand, determines that special circumstances make such procedure necessary or desirable for the efficient carrying out of Part B of the Project, and all contracts shall contain appropriate provisions requiring such consultants or contractors to comply with any such request of the Administrator as if issued by Thailand itself ;

(b) Thailand shall maintain or cause to be maintained, in a manner satisfactory to the Administrator, records adequate to identify the goods financed out of monies disbursed from the Fund to it or for its account, to disclose the use thereof in Part B of the Project, to record the progress of Part B of the Project (including the cost thereof) and to reflect in accordance with consistently maintained sound accounting practices the receipt and disposition of monies disbursed by the Fund to it or for its account ; shall enable the Administrator's representatives to inspect Part B of the Project, the goods used or acquired for said Part B, and any relevant records and documents and to visit any part of the territories of Thailand for any purpose related to Part B of the Project or the Fund ; and shall furnish or cause to be furnished to the Administrator all such information as the Administrator shall reasonably request concerning the expenditure of the monies disbursed by the Fund or Part B of the Project.

*Section 7.04.* (a) Thailand and the Administrator shall cooperate fully to assure that the purposes of this Agreement will be accomplished.

To that end, each of them shall furnish to the other all such information as it shall reasonably request with regard to the general status of Part B of the Project.

(b) Thailand and the Administrator shall from time to time exchange views through their representatives with regard to matters relating to the purposes of this Agreement. Thailand shall promptly inform the Administrator of any condition which interferes with, or threatens to interfere with, the accomplishment of the purposes of this Agreement.

*Section 7.05.* The Administrator may enter into such agreements or arrangements with Thailand, or any agency or authority designated by Thailand for this purpose, as it shall deem desirable for implementing the terms and purposes of this Agreement. Thailand hereby agrees to perform its obligations and to cause any such agency or authority to perform its obligations under any such agreements or arrangements.

*Section 7.06.* Except as the Administrator shall otherwise agree, Thailand shall make and maintain arrangements, satisfactory to the Administrator: (i) to ensure that custom duties, sales and excise taxes and all other taxes and duties on the importation, acquisition, purchase, sale, furnishing, use, consumption and ownership of goods and other property or services necessary or desirable for the purpose of carrying out Part B of the Project levied by or in Thailand shall be reimbursed by Thailand to the Fund or as directed by the Administrator; and (ii) to reimburse non-Thai contractors, suppliers, consultants and other companies, firms and entities, furnishing or supplying property or services for the purposes of Part B of the Project, for any income and similar taxes levied by or in Thailand on their own income and receipts and on the income of their non-Thai employees.

*Section 7.07.* Thailand agrees to cooperate with Laos and with the Administrator in carrying out the Project, and in particular will facilitate the transport and movement through its territories of persons, equipment, materials and supplies in connection with the construction of the Project.

### *Article VIII*

#### THE ADMINISTRATOR

*Section 8.01.* The Administrator shall, within 30 days after December 31, 1966 and after each 30th June and 31st December thereafter, send to each Party a report containing appropriate information with respect to the receipts

and disbursements of, and balances in, the Fund, the progress of the Project, and other matters relating to the Fund, the Project and this Agreement. The Administrator will consult with the respective Parties from time to time concerning the form and substance of such reports.

*Section 8.02.* The Administrator may, but shall not be required to, deposit and invest monies held by the Fund pending disbursement in such manner as it shall deem appropriate. The income from such deposits and investments, net of related expenses and charges, shall become part of the assets of the Fund.

*Section 8.03.* Whenever it shall be necessary for the purposes of this Agreement to value one currency in terms of another currency, such value shall be as reasonably determined by the Administrator in accordance with the Bank's usual procedures.

*Section 8.04.* The Administrator shall receive no compensation other than for expenses incurred solely because of services rendered under this Agreement, for which it shall be entitled to reimburse itself out of the Fund.

*Section 8.05.* Whenever the Administrator determines that special circumstances so require, it may make, or require or approve the making of, such agreement or arrangements with engineering and other consultants, contracting firms and other enterprises or entities as it shall deem necessary or desirable for carrying out the Project in the most efficient, expeditious and economical manner.

*Section 8.06.* The Bank, in acting as Administrator, shall exercise the same care in the administration and management of the Fund, and in the discharge of its other functions under this Agreement, as it exercises in respect of the administration and management of its own affairs.

## Article IX

### CONSULTATION AND TERMINATION

*Section 9.01.* The following are hereby specified as Events for the purposes of Section 9.02 of this Agreement :

- (a) a situation shall exist which shall make it improbable that the Project can be completed ;
- (b) the Administrator shall have determined that the resources of the Fund are insufficient to meet the estimated cost of the Project ; or
- (c) a default shall have occurred in the performance of any undertaking on the part of Laos under this Agreement.

*Section 9.02.* (a) If any of the Events specified in Section 9.01 shall have happened and, in the judgment of the Administrator is likely to continue, the Administrator shall promptly notify the other Parties hereto and may by notice to said Parties suspend disbursements from the Fund in whole or in part.

(b) The Parties hereto shall forthwith consult with one another concerning the measures to be taken to correct the Event or Events. A majority of the contributing Parties, whose contributions also constitute more than half of the aggregate contributions to the Fund, shall have the power to decide that any suspension imposed by the Administrator pursuant to subsection (a) of this Section 9.02 shall be removed. The Administrator shall act in accordance with such decision ; pending such decision the suspension shall continue.

(c) If any such Event shall continue and a similar majority of the contributing Parties shall decide that it is not likely to be corrected and that the purposes of this Agreement are not likely to be substantially fulfilled, the obligations of the Parties to make contributions to the Fund and the obligations of the Administrator under this Agreement shall cease and this Agreement shall terminate.

*Section 9.03.* (a) If the Administrator shall have determined that circumstances have arisen which make it impossible, or impracticable, for it to carry on its duties hereunder in an efficient manner, the Administrator shall promptly notify the other Parties and may by notice to said Parties suspend disbursements from the Fund in whole or in part.

(b) The Parties hereto shall forthwith consult with one another concerning measures to be taken to correct the situation. A majority of the contributing Parties, whose contributions also constitute more than half of the aggregate contributions to the Fund, shall have the power to decide that any suspension imposed by the Administrator pursuant to subsection (a) of this Section 9.03 shall be removed. The Administrator shall act in accordance with such decision ; pending such decision the suspension shall continue.

(c) If the Administrator, after consultation with the other Parties, shall decide that the circumstances referred to in subsection (a) of this Section 9.03 are not likely to be corrected and shall so notify the other Parties, the obligations of the Administrator under this Agreement shall cease, subject to subsection (d) of this Section.

(d) The Administrator, promptly after termination of its obligations pursuant to subsection (c) of this Section, shall transfer all monies and other assets then remaining in the Fund to such person or entity as the other Parties shall designate to the Administrator for the purpose of this Section or, failing

such designation within six months after the date of the Administrator's notice, to the contributing Parties in the manner prescribed in Section 9.05 of this Agreement.

*Section 9.04.* Subject to Section 9.05 hereof, this Agreement, unless sooner terminated pursuant to Section 9.02. (c) hereof, shall terminate upon completion of the Project or upon disbursement from the Fund of all amounts required to meet the cost of the goods, whichever is earlier.

*Section 9.05.* If at termination any amounts shall remain in the Fund not required to meet the cost of goods such amounts shall be paid to the contributing Parties in the proportion of their total respective contributions to the Fund. The Administrator shall, after consultation with the contributing Parties, determine the amounts, times, methods and currencies of payment.

#### *Article X*

##### SETTLEMENT OF DISPUTES

*Section 10.01.* (a) Any dispute between any of the Parties hereto concerning the interpretation or the application to particular facts or circumstances of this Agreement, or of any supplementary arrangement or agreement, which cannot be resolved by agreement of such Parties, shall be decided, at the request of one of them, by the Administrator whose decision shall be final, except as provided in subsection (b) of this Section 10.01.

(b) If the Administrator shall fail or refuse to make any such decision or if the Administrator shall have been a party to the dispute, any party to the dispute may submit it for a final decision to an arbitrator selected by the parties to the dispute or, failing such selection, appointed by the Secretary-General of the United Nations. All Parties shall abide by the decision, if any, of the Administrator over the dispute until such decision shall have been modified or reversed by the arbitrator's final decision.

(c) The decision of the Administrator or the arbitrator shall be binding on all Parties and shall be implemented in accordance with their constitutional procedures.

#### *Article XI*

##### ADDITIONAL PARTIES AND CONTRIBUTIONS

*Section 11.01.* Any Government, institution or entity, not a Party to this Agreement, may, with the prior approval of the Parties hereto and in

accordance with such arrangements as they shall agree, become a contributing Party upon deposit with the Bank of an instrument stating that it accepts all the provisions hereof and agrees to be bound thereby.

*Section 11.02.* The Administrator may receive on behalf of the Fund from any Government, institution or entity, whether or not a Party, amounts not provided for herein to be held and used as part of the Fund subject to the provisions hereof, in accordance with such arrangements, not inconsistent herewith, as the Administrator may approve.

## Article XII

### NOTICES AND REQUESTS

*Section 12.01.* Any notice or request required or permitted to be given or made under this Agreement shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand or by mail, telegram, cable or radiogram to the Party to which it is required or permitted to be given or made at such Party's address specified in Section 12.02 or at such other address as such Party shall have designated by notice to the Party giving such notice or making such request.

*Section 12.02.* The following addresses are specified for the purposes of Section 12.01 :

For the Government of Australia :

Embassy of Australia  
1700 Massachusetts Ave. N.W.  
Washington, D.C. 20036  
United States of America

For the Government of Canada :

Director General  
External Aid Office  
75 Albert Street  
Ottawa 4  
Canada

Telegraphic address :

Extaid  
Ottawa

For the Government of Denmark :

Embassy of Denmark  
3200 Whitehaven Street, N.W.  
Washington, D.C. 20008  
United States of America

For the Government of Japan :

Ministry of Finance  
c/o Embassy of Japan  
2520 Massachusetts Avenue, N.W.  
Washington, D.C. 20008  
United States of America

For the Government of Laos :

Comité National Lao du Mékong  
Ministère du Plan et de la Coopération  
Vientiane  
Laos

Telegraphic address :

Minplan  
Vientiane

For the Government of the Netherlands :

The Royal Netherlands Embassy  
4200 Linnean Avenue, N.W.  
Washington, D.C. 20008  
United States of America

For the Government of New Zealand :

Embassy of New Zealand  
19 Observatory Place, N.W.  
Washington, D.C. 20008  
United States of America

Telegraphic address :

Totara  
Washington, D.C.



For the Government of Thailand :

Thai National Mekong Committee  
National Energy Authority  
Pibultham Villa  
Bangkok  
Thailand

Telegraphic address :

Natpower  
Bangkok

For the Government of the United States of America :

Bureau for Far East  
Agency for International Development  
Department of State  
Washington, D.C. 20523  
United States of America

For the Bank :

International Bank for Reconstruction and Development  
1818 H Street, N.W.  
Washington, D.C. 20433  
United States of America

Telegraphic address :

Intbafrad  
Washington, D.C.

### *Article XIII*

#### SIGNATURE AND ENTRY INTO FORCE

*Section 13.01.* This Agreement shall remain open for signature and acceptance on behalf of all the Parties named in the Preamble to this Agreement until June 30, 1966, or such later date as may be fixed by the Bank by notice to the other said Parties.

*Section 13.02.* This Agreement shall enter into force and become binding on all the Parties named in the Preamble to this Agreement on the date when each of them shall have signed it without reservation as to acceptance or shall have signed it subject to acceptance and notified the Bank of their acceptance. The Bank shall promptly after such date notify each of the other Parties.

*Section 13.03.* All contributions made, and all actions of, or approved by, the Bank as prospective Administrator, on or after March 11, 1966 and before the date when this Agreement shall enter into force, as aforesaid, shall be deemed to have been made or done pursuant to this Agreement, and credits and charges to the Fund and to the Parties shall be upon that basis.

*Article XIV*

TITLE

*Section 14.01.* This Agreement may be cited as the " Nam Ngum Development Fund Agreement, 1966. "

DONE at Washington, D.C., this 4th day of May, 1966, in the English and French languages, both texts being equally authentic, in a single copy to be deposited in the archives of the International Bank for Reconstruction and Development, which shall communicate certified copies thereof to each of the Governments signatory to this agreement.

For the Government of Australia :

J. K. WALLER

For the Government of Canada :

C. S. A. RITCHIE

For the Government of Denmark :

Torben RØNNE

For the Government of Japan:

Ryuji TAKEUCHI

For the Government of Laos :

Khamking SOUVANLASY

For the Government of the Netherlands :

C. SCHURMANN  
subject to acceptance

For the Government of New Zealand :

G. R. LAKING

For the Government of Thailand :

B. BINSON

For the Government of the United States of America :

Rutherford POATS

FOR the International Bank for Reconstruction and Development :

George D. WOODS

## SCHEDULE

### DESCRIPTION OF THE PROJECT

The Project to be financed by the Fund will consist of power facilities to be constructed in Laos and in Thailand, and the arrangements for training, described below.

#### *Part A. Facilities in Laos*

The facilities to be located in Laos will be owned by Laos or an agency of Laos and will include :

- (a) a dam across the Nam Ngum at a point about 4 kilometers upstream from its confluence with the Nam Lik. The dam will create a reservoir having an ultimate gross capacity of about 8,000 million cubic meters. The dam will be designed and constructed so as to permit the installation of gates on the crest of the spillway, but no spillway gates will be installed as part of the Project ;
- (b) an access road extending from a point on Route 13 to a ferry to be installed or a bridge to be constructed across the Nam Ngum and thence to the dam site ;
- (c) adequate temporary and permanent housing near the dam site for construction workers and staff, and for permanent operating staff, adequate potable water supply, sanitary and other facilities required for the efficient construction and operation of the Project ;
- (d) a power house located at the foot of the dam in which there will be initially installed one or two generating units with a combined capacity of up to 30,000 KW. Provisions will be made in the design of the power house for an ultimate total installation of up to 120,000 KW. Penstocks for the future units will be imbedded in the dam ;

- (e) a switchyard located near the dam with step-up transformers, switchgear and other ancillary equipment required to provide adequate and safe connections to the high voltage transmission line described below ;
- (f) a single circuit 115 KV overhead transmission line extending about 70 kilometers from the switchyard to a point in or near Vientiane, an adequate capacity step-down sub-station at that point to serve Vientiane's distribution system and a single circuit 115 KV overhead transmission line from that sub-station to a point on the Mekong River about opposite Nong Khai, or some other point satisfactory to Laos, Thailand and the Administrator.

#### *Part B. Facilities in Thailand*

The facilities to be located in Thailand will be owned by Thailand or an agency of Thailand and will include :

a single circuit 115 KV overhead transmission line from the Mekong River to Nong Khai, a suitable sub-station at that point and a 115 KV overhead transmission line (with suitable terminal equipment) from said sub-station to Udhontani to connect with the existing 115 KV transmission line in North East Thailand.

#### *Part C. Facilities across the Mekong River*

The Project includes a link in the transmission lines described in Parts A and B crossing the Mekong River, which will be owned, after construction, by the Mekong Committee in accordance with arrangements made by that Committee with Laos and Thailand.

#### *Part D. Training*

The Project also includes the training, both in Laos and overseas, of the technical staff which will be responsible for the operation of the Project.

## PROTOCOL

Cambodia and the Republic of Viet-Nam as members of the Mekong Committee have noted the contents of the Nam Ngum Development Fund Agreement (14 March 1966 Draft), and hereby express their satisfaction with the arrangements contained therein.

New Delhi, 29 March 1966

Cambodia :

KHY TAING LIM

Alternate Chairman of the Mekong Committee for 1966, and Alternate Committee Member for Cambodia

Republic of Viet-Nam :

PHAM-HUU-VINH

Committee Member  
for the Republic of Viet-Nam

U NYUN

Executive Secretary of the United Nations Economic Commission for Asia and the Far East

C. Hart SCHAAF

Executive Agent  
of the Mekong Committee

## PROTOCOLE

Le Cambodge et la République du Viet-Nam en leur qualité de membres du Comité du Mékong ont pris note des dispositions de la Convention sur le Fonds d'aménagement de la Nam Ngum (projet du 14 mars 1966), et expriment leur satisfaction à l'égard des arrangements qu'elle comporte.

New Delhi, 29 mars 1966

Cambodge :

KHY TAING LIM

Président suppléant pour 1966 et Membre suppléant du Comité pour le Cambodge

République du Viet-Nam :

PHAM-HUU-VINH

Membre du Comité  
pour la République du Viet-Nam

U NYUN

Secrétaire Exécutif de la Commission économique des Nations Unies pour l'Asie et l'Extrême-Orient

C. Hart SCHAAF

Agent exécutif  
du Comité du Mékong