

**No. 12380**

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**DENMARK  
and  
BANGLADESH**

**Agreement on technical co-operation. Signed at Dacca on 26  
August 1972**

*Authentic text: English.*

*Registered by Denmark on 28 March 1973.*

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**DANEMARK  
et  
BANGLADESH**

**Accord de coopération technique. Signé à Dacca le 26 août  
1972**

*Texte authentique: anglais.*

*Enregistré par le Danemark le 28 mars 1973.*

AGREEMENT<sup>1</sup> ON TECHNICAL CO-OPERATION BETWEEN THE  
GOVERNMENT OF THE KINGDOM OF DENMARK AND THE  
GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANG-  
LADESH

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PREAMBLE

The Government of the Kingdom of Denmark and the Government of the People's Republic of Bangladesh desirous of strengthening the legal and institutional framework of their technical co-operation have made the following Agreement.

*Article I.* UNDERTAKINGS BY THE CONTRACTING PARTIES

The Government of Denmark will make available to the Government of the People's Republic of Bangladesh—or by joint decision of the Contracting Parties to private agencies or organizations—such personnel, material resources and training opportunities as shall in each case be determined by the two Parties. The Government of Bangladesh will ensure the effective utilization of the said personnel, resources and opportunities.

Separate agreements concerning specific projects may be concluded.

*Article II.* STATUS AND UTILIZATION OF PERSONNEL

1. Personnel serving under this Agreement will comprise two categories, defined as follows:

- a. Advisory personnel who shall be officers recruited through the Danish International Development Agency (hereinafter referred to as DANIDA) to fill supernumerary positions either on short-term or long-term assignments and whose salaries are paid in full by the Danish Government.
- b. Operational personnel who shall be officers who are recruited through DANIDA, appointed and paid by the Government of Bangladesh to fill an established staff post in public or semipublic agencies, and whose salaries are subsidized by the Danish Government. Contracts of service shall be concluded between the Government of Bangladesh and the individual operational officer. The content of each contract shall be communicated in advance to the Danish Government. Contracts shall also be concluded between the Danish Government (represented by DANIDA) and the individual operational officer.

In the following provisions of this Agreement the term "officer" is used for both categories of personnel.

2. The competent authorities of Bangladesh will in each case provide DANIDA with a complete job description for the officer wanted defining the duties of the post as well as the essential and desirable qualifications of the candidate.

3. DANIDA will provide the competent authorities of Bangladesh with all information necessary for the appraisal of the candidate such as training and previous professional experience.

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<sup>1</sup> Came into force on 26 August 1972 by signature, in accordance with article IX.

4. In carrying out his assignment every officer will be subject to the instruction and such laws of the Government of Bangladesh as are not inconsistent with the provisions of this Agreement.

5. Officers shall be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity.

6. *a.* Except in cases of willful misconduct or gross negligence the Government of Bangladesh shall bear all risks and claims resulting from, occurring in the cause of, or otherwise connected with any operation covered by this Agreement. Without restricting the generality of the preceding sentence the Government of Bangladesh shall indemnify and hold harmless the Danish Government and the officers made available by the Danish Government against any and all liability, suits, actions, demands, damages, costs or fees on account of death or injury to persons or property or any other losses resulting from or connected with any act or omission performed in the cause of operations covered by this Agreement.

*b.* The Government of Bangladesh shall ensure that all officers and their families shall enjoy the full protection of the law. In the event of detention for any reason of an officer made available by the Danish Government (or spouses or dependants of such officers) or of criminal proceedings being instituted against them the Danish diplomatic mission shall be notified immediately.

7. The Government of Bangladesh shall have the right to request the recall of any officer whose work or conduct is unsatisfactory; before exercising such right the Government of Bangladesh undertakes to consult with the Government of Denmark.

The Government of Denmark shall have the right to recall any officer at any time; before exercising such right the Government of Denmark will, unless exceptional circumstances demand that such personnel be recalled immediately, consult with the Government of Bangladesh for that purpose as well as on arrangements for securing rapid replacement of such personnel.

8. If agreed upon between DANIDA and the competent Authorities of Bangladesh an officer may be transferred from one post to another during the period of assignment.

9. The Government of Bangladesh shall permit the officers to take such leave during their assignment as shall be agreed and specified in the notes or letters to the assignment.

### *Article III. OBLIGATIONS OF THE GOVERNMENT OF DENMARK*

The Danish Government will pay:

1. The cost of travel to and from the duty station in Bangladesh for officers. Travel expenses will also be paid for the families of officers assigned for more than 6 months.
2. The cost of transportation to and from the duty station in Bangladesh of personal effects belonging to officers assigned for less than 6 months and personal and household effects belonging to officers assigned for more than 6 months, and their families.
3. Local transport for official journeys of the officer.
4. Insurance to cover medical and hospital expenses.

5. a. For advisory personnel: All salaries and allowances accruing to officers for services in Bangladesh under this Agreement.
- b. For operational personnel: An expatriate allowance in addition to the salary and other emoluments paid by the Government of Bangladesh under article IV, 1 a.

*Article IV. OBLIGATIONS OF THE GOVERNMENT OF BANGLADESH*

1. The following benefits shall be accorded to the officers:

- a. For operational personnel: Salaries and related emoluments not less than the amount which officers of Bangladesh of comparable rank would receive.

b. *For advisory personnel*

Unless otherwise agreed, rentfree housing with hard furnishing for officers and their families provided, however, that the time for services exceeds six months; water, telephone and electricity charges in respect of such housing will be the responsibility of the officers.

In the event that official housing is not available the Government shall provide to the officer a rental allowance to be agreed upon between the two Governments.

If the officer is first accommodated in a hotel, the Government shall fulfil its obligations by refunding to the officer 50 per cent of the hotel bill (excluding any extras such as laundry) provided that the rate paid at the hotel is reasonable.

*For operational personnel*

Accommodation of the same type as for other expatriate contract officers; rent to be charged the officer at the rates in force for such officers of comparable status.

- c. Local support for the work of the officer including office and/or laboratory space with all the normal facilities thereof, secretarial services and/or other assistance, and free postage and telecommunications for official purposes.
- d. Duty free import of consumer articles as per model rules for Custom Concessions for Privileged Personnel of the Government of the People's Republic of Bangladesh as valid on 26th August 1972.
- e. The same privileges in respect of exchange control facilities as are accorded to technical assistance personnel of other countries serving in Bangladesh.
- f. The necessary entry and exit visas.

2. The Government of Bangladesh undertakes that officers shall:

- a. be immune from national service and military obligations;
- b. be given together with their spouses and dependants repatriation facilities in time of crises;
- c. be provided by the Government of Bangladesh with documents identifying them and promising them full assistance by the appropriate authorities in their performance of tasks assigned to them.

3. The Government of Bangladesh will make provision for the exemption from

- a. all taxes of officers in respect of any emolument paid to them from Danish sources;
  - b. all duties and taxes imposed on the import and export of durable furniture and personal effects imported by the officers and their families for their exclusive use within 6 months after their arrival subject to reexport on completion of tour of duty or payment of customs if sold locally. The term "personal effects" shall include inter alia for each household: One refrigerator, one deepfreezer, one radio, one record player, one tape recorder, one television set, minor electrical appliances, one set of photographic and cine-equipment and air conditioning unit;
  - c. all duties and taxes imposed on the import and export of a motor vehicle, for personal use of the officers, or the purchase of such a motor vehicle in Bangladesh out of duty free stock, provided that a motor vehicle imported under these privileges shall be liable for such duties and taxes if resold to a person in Bangladesh, unless resold to a person entitled to the same privileges.
4. The Government of Bangladesh shall give assistance in clearance through customs of effects mentioned under 1, *d*, and 3, *b* and *c*, above.

#### *Article V. MATERIAL RESOURCES*

The Government of Bangladesh shall give exemption from all customs duties and other fiscal charges for all equipment, materials, supplies and spare parts supplied by Denmark to the activities agreed upon and shall give assistance in clearance through customs of such goods.

#### *Article VI. STUDENT TRAINING*

1. Fellowships for post graduate studies in Denmark will be available for candidates duly nominated and selected by the Government of Bangladesh.
2. For each trainee who is a citizen of Bangladesh and for whom the Government of Denmark undertakes to provide training in Denmark under this Agreement, the Government of Denmark will pay:
  - a. the cost of international travel to and from Denmark;
  - b. all costs in the country of training normally associated with his training such as internal travel, tuition and other fees, book allowance, subsistence allowance and allowance for winter clothing.
3. For each trainee for whom the Government of Denmark undertakes to provide training in Denmark under this Agreement, the Government of Bangladesh will pay:
  - a. internal travel costs between the trainee's duty station and the point of departure and the corresponding costs on his return to Bangladesh;
  - b. that portion of the trainee's salary allowed him under current regulations to enable him to continue to meet his financial obligations in Bangladesh.

#### *Article VII. EVALUATION*

Upon completion of any project of technical co-operation the Contracting Parties may consult each other in order to analyse its results.

*Article VIII.* AMENDMENT

This Agreement may be amended or supplemented by mutual consent of the Contracting Parties by an exchange of letters.

*Article IX.* ENTRY INTO FORCE AND TERMINATION

This Agreement shall enter into force on the date of its signature and shall remain in force for five years and thereafter shall continue in force from year to year unless terminated by either of the Contracting Parties by written notice given at least 6 months before the expiry of the then current years.

DONE in Dacca on this the 26th day of August, 1972, in two originals in the English language, both texts being equally authentic.

For the Government of Denmark:

HANS JESPERSEN  
Head of Department

For the Government of the People's Republic of Bangladesh:

A. K. M. GHULAM RABBANI  
Secretary

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