

No. 14931

**UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND
and
BANGLADESH**

Exchanges of notes constituting an agreement concerning cereals to be supplied by the Government of the United Kingdom to the Government of Bangladesh within the framework of the Cereals Food Aid Programme of the European Economic Community. Dacca, 3 July 1975

Authentic texts: English and Bengali.

Registered by the United Kingdom of Great Britain and Northern Ireland on 27 July 1976.

**ROYAUME-UNI DE GRANDE-BRETAGNE
ET D'IRLANDE DU NORD
et
BANGLADESH**

Échanges de notes constituant un accord relatif à la fourniture de céréales par le Gouvernement du Royaume-Uni au Gouvernement du Bangladesh dans le cadre du Programme d'aide alimentaire céréalière de la Communauté économique européenne. Dacca, 3 juillet 1975

Textes authentiques : anglais et bengali.

Enregistrés par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le 27 juillet 1976.

EXCHANGES OF NOTES CONSTITUTING AN AGREEMENT¹
BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM
OF GREAT BRITAIN AND NORTHERN IRELAND AND THE
GOVERNMENT OF BANGLADESH CONCERNING CEREALS
TO BE SUPPLIED BY THE GOVERNMENT OF THE UNITED
KINGDOM TO THE GOVERNMENT OF BANGLADESH
WITHIN THE FRAMEWORK OF THE CEREALS FOOD AID
PROGRAMME OF THE EUROPEAN ECONOMIC COMMUNITY

I a

*The United Kingdom High Commissioner at Dacca to the Secretary of the
Planning Commission of the Government of the People's Republic of Bangladesh*

BRITISH HIGH COMMISSION
DACCA

3 July 1975

My dear Secretary,

1. I have the honour to inform you that as a Member State of the European Economic Community the Government of the United Kingdom of Great Britain and Northern Ireland, hereinafter known as the "Government", have accepted an obligation to participate in the supply of cereals under the Food Aid Convention of 1971.² Within the framework of the EEC Cereals Food Aid Programme for the harvest year 1974/75 it is the intention of the Government of the United Kingdom to grant the Government of the People's Republic of Bangladesh, hereinafter known as the "recipient", a quantity of wheat not exceeding 20,000 metric tons for human consumption.

A. The Government declare that it is their intention to order and pay for a quantity or quantities of wheat not exceeding 20,000 metric tons for use within Bangladesh from sources to be chosen by the Government and, at their discretion, by their agents.

B. (1) The Government shall adopt the arrangements and procedures described in the following sub-paragraphs of this Note insofar as they relate to things to be done by or on behalf of that Government. The recipient shall adopt the arrangements and procedures so described insofar as they relate to things to be done by or on behalf of it.

(2) The wheat shall be consigned to the Ministry for Food and Civil Supplies, Government of the People's Republic of Bangladesh, Dacca, and shall be delivered in bulk c.i.f. to the Port of Chittagong at a time to be agreed by the Government and the recipient. On delivery in accordance with sub-paragraph (3) of this paragraph it shall be of sound marketable quality fit for human consumption and a tolerance of 5% less than the quantity to be supplied as in Part A of this paragraph shall be permitted. On delivery, the wheat shall have a moisture content not exceeding 14¹/₂%.

(3) Delivery shall be effected and all the risks shall pass from the Government to the recipient at the moment at which the wheat effectively passes the ship's rail at the

¹ Came into force on 3 July 1975, the date of the note in reply, in accordance with the provisions of the said notes.

² United Nations, *Treaty Series*, vol. 800, p. 45.

port of loading. The Government shall pay all costs, including the costs of freight and insurance, up to the arrival of the vessel at the Port of Chittagong. The recipient shall bear all costs subsequent to the arrival of the vessel at Chittagong including unloading and any demurrage, lighterage, storage, re-packing or other costs. Should demurrage arise at the port of unloading the master of the vessel shall be able to claim these charges from the recipient in a convertible currency on a daily basis. Should the recipient fail to comply with this condition, the Master of the vessel shall be empowered to seize the cargo and remove it at once from the port.

(4) The Government shall notify the recipient in good time of the name of the ship in which the wheat is consigned and its owners and the estimated date of arrival of the ship in the Port of Chittagong. The Government shall also insert in the charter party a clause requiring the Master of the ship to give the recipient ten days' approximate, and 72 hours' specific, notice of the date of arrival of the ship in port.

(5) The recipient shall arrange and pay for transport and insurance of the wheat from the port of unloading as described in sub-paragraph (3) of this paragraph to a place of destination in Bangladesh. The recipient shall nominate receiving agents in the port of loading and in the port of unloading and shall notify the Government of the name of these agents in good time.

(6) The recipient shall pay regard to Article 9 of the Wheat Trade Convention opened for signature in Washington on 29 March 1971¹ regarding the need for the Government to arrange concessional transactions in wheat in such a way as to avoid interference with normal patterns of production and international commercial trade. To this end the recipient shall take measures to ensure that the wheat supplied as aid is in addition to, and not in place of, commercial supplies which could otherwise be reasonably foreseen and shall take all appropriate measures to prevent the re-export of wheat, whether received as aid or commercially, and of the by-products of first stage processing of such wheat. The recipient shall also take measures to prevent any abnormal commercial or non-commercial export within a period of six months, as from the last delivery of the wheat as aid, both of locally produced cereals of the same type as that received as aid and the products of first stage processing and the by-products derived from those cereals.

(7) The recipient shall use the wheat exclusively for human consumption in Bangladesh and shall distribute the whole or any part of it free to the people in need, or alternatively, the recipient may sell the whole or any part of it in its subsidised ration shops and shall in the latter case, and after allowance for internal distribution costs, apply the counterpart funds generated by those sales for the purpose of rural development. In any case the recipient shall report, within six months of the date of delivery of the wheat, to the British High Commissioner in Dacca and other servants or agents of the Government, full details relating to the distribution of the wheat and any other such information which the Government may reasonably require to meet their obligation under the Food Aid Convention.

2. If the foregoing proposals are acceptable to the People's Republic of Bangladesh I have the honour to propose that the present Note together with your reply in that sense shall constitute an Agreement between the two Governments which shall enter into force on the date of your reply and which shall be known as the "United Kingdom Food Aid Grant: Bangladesh Agreement 1975". In the case of difference between the English text and the Bangla text, the English text will prevail.

B. G. SMALLMAN
Her Britannic Majesty's
High Commissioner

¹ United Nations, *Treaty Series*, vol. 800, p. 45.

[TRANSLATION¹ — TRADUCTION²]

The Secretary, Planning Commission of the Government of the People's Republic of Bangladesh to the United Kingdom High Commissioner at Dacca

MINISTRY OF PLANNING
PLANNING COMMISSION
DACCA

3 July 1975

Your Excellency,

United Kingdom Food Aid Grant: Bangladesh Agreement, 1975

I have the honour to acknowledge the receipt of your Note of today's date, which reads as follows:

[See note I a]

I confirm that the proposals contained in your Note are acceptable to the Government of the People's Republic of Bangladesh who therefore agree that your Note and this reply shall constitute an Agreement between the two Governments which shall enter into force on the date of this Note and shall be known as the "United Kingdom Food Aid Grant: Bangladesh Agreement, 1975".

M. SYEDUZZAMAN
Secretary, Planning Commission
Government of the People's Republic of Bangladesh
Dacca

I b

The United Kingdom High Commissioner at Dacca to the Secretary, Planning Commission of the Government of the People's Republic of Bangladesh

BRITISH HIGH COMMISSION
Dacca

3 July 1975

My dear Secretary

I have the honour to refer to the Exchange of Notes dated 3 July 1975 constituting "the United Kingdom Food Aid Grant: Bangladesh Agreement 1975". The Government of the United Kingdom of Great Britain and Northern Ireland wish to propose the reporting procedures that shall be observed in relation to the arrival of the wheat at Chittagong in pursuance of Part B of that Exchange of Notes.

¹ Translation supplied by the Government of the United Kingdom.

² Traduction fournie par le Gouvernement du Royaume-Uni.

The Government of the People's Republic of Bangladesh shall provide the Government of the United Kingdom with the following information immediately after the discharge of the vessel:

- (a) the port and date of arrival of vessel;
- (b) nature, quantity and any observations as to the quality of the wheat discharged;
- (c) date on which discharge was completed.

In addition an audited statement confirming the tonnage of wheat delivered, shall be provided by Agents of the Government of the United Kingdom, at the expense of that Government.

If the foregoing proposals are acceptable to the People's Republic of Bangladesh, I have the honour to propose that this present Note together with your reply in that sense shall be read and construed as part of "the United Kingdom Food Aid Grant: Bangladesh Agreement 1975", dated 3 July 1975.

B. G. SMALLMAN
Her Britannic Majesty's High Commissioner

II b

[BENGALI TEXT — TEXTE BENGALI]

তারিখ - ৩-৭-১৯৭৫ইং

মহাশয়,

যুক্তরাজ্য শাদ্য সাহায্য অনুদান : বাংলাদেশ চুক্তিপত্র, ১৯৭৫ ।

আমি শবিনয়ে ৩-৭-৭৫ তারিখের নোট বিনিময়ের প্রতি আপনার দু'কি আকর্ষণ করিতেছি, স্বাক্ষর ভিত্তিতে "যুক্তরাজ্য শাদ্য সাহায্য অনুদান : বাংলাদেশ চুক্তিপত্র, ১৯৭৫" রচিত। ঐ নোটের ^{ও উত্তর আচারন্যাক্ষেপ} যুক্তরাজ্য সরকার চট্টগ্রামে পম আগার ব্যাপারে রিপোর্ট বেওয়ার পক্ষতি প্রস্তাব করিতে ইচ্ছুক, যাহা বিনিময়কৃত নোটের স্ব-স্বক অনুযায়ী পালনীয়।

জাহাজের মাল খালানের পর পণপ্রজাতন্ত্রী বাংলাদেশ সরকার যুক্তরাজ্য সরকারকে নিম্নলিখিত তথ্যগুলি অবিলম্বে প্রেরণ করিবেন :-

- (ক) বন্দর এবং জাহাজ পৌঁছবার তারিখ,
- (খ) শারাস্কৃত পমের পরিমাণ, প্রকৃতি এবং প্রনাপুণ সক্ষমতা যে কোন পর্যবেক্ষণ,
- (গ) যে তারিখে খালাস সক্ষম হইয়াছে।

ইহাছাড়া যুক্তরাজ্য সরকারের এজেন্টদের দ্বারা ঐ সরকারের শরতে কত টন পম তেলিভারী দেওয়া হইয়াছে তাহার স্মৃতি মুচক একটি নিরীক্ষিত বিবরণ পাঠাইতে হইবে।

যদি পূর্ববর্তী প্রস্তাবগুলি পণপ্রজাতন্ত্রী বাংলাদেশ সরকারের প্রহনযোগ্য হয় তবে আমি শবিনয়ে প্রস্তাব করিব যে মহাশয়ের উত্তর সমেত বর্তমান নোটটি এই সম্মে "যুক্তরাজ্য শাদ্য সাহায্য অনুদান : বাংলাদেশ চুক্তিপত্র ১৯৭৫" এর অংশ হিসাবে পাঠিত এবং ব্যাখ্যামিত হইবে।

আমি প্রীতির করিতেছি যে আপনার নেটে বর্ণিত প্রস্তাবগুলি গণপ্রজাতন্ত্রী
বাংলাদেশ সরকারের গ্রহণযোগ্য এবং এই মর্মে সম্মতি দান করিতেছি যে আপনার নোট
এবং এই উত্তর " মুক্তশ্রমের দাবী সাহায্য অনুদান : বাংলাদেশ চুক্তিশব্দ ১৯৭৫ "
তারিখ ৩-৭-৭৫ এর অংশ হিসাবে গঠিত এবং ব্যাখ্যায়িত হইবে ।

সই
(এম. সাইদুজ্জামান)
সচিব, পরিকল্পনা মন্ত্রণালয়
গণপ্রজাতন্ত্রী বাংলাদেশ সরকার
ঢাকা ।

[TRANSLATION¹ — TRADUCTION²]

*The Secretary, Planning Commission of Bangladesh, to the United Kingdom
High Commissioner at Dacca*

MINISTRY OF PLANNING
PLANNING COMMISSION
Dacca

3 July 1975

Your Excellency,

United Kingdom Food Aid Grant: Bangladesh Agreement, 1975

I have the honour to acknowledge the receipt of your Note of today's date which reads as follows:

[See note I b]

I confirm that the proposals contained in your Note are acceptable to the Government of the People's Republic of Bangladesh, who therefore agree that your Note and this reply shall be read and construed as part of "the United Kingdom Food Aid Grant: Bangladesh Agreement 1975", dated 3rd July, 1975

M. SYEDUZZAMAN
Secretary
Ministry of Planning

¹ Translation supplied by the Government of the United Kingdom.

² Traduction fournie par le Gouvernement du Royaume-Uni.