

No. 15136

**NETHERLANDS
and
BANGLADESH**

Agreement concerning cooperation in the establishment of a design and inspection office for inland water transport mechanized craft in Bangladesh. Signed at Dacca on 11 March 1975

Authentic text: English.

Registered by the Netherlands on 27 November 1976.

**PAYS-BAS
et
BANGLADESH**

Accord de coopération relatif à la création d'un bureau d'études et d'inspection d'automoteurs destinés au transport par voies d'eau intérieures au Bangladesh. Signé à Dacca le 11 mars 1975

Texte authentique : anglais.

Enregistré par les Pays-Bas le 27 novembre 1976.

AGREEMENT¹ BETWEEN THE KINGDOM OF THE NETHERLANDS AND THE PEOPLE'S REPUBLIC OF BANGLADESH CONCERNING COOPERATION IN THE ESTABLISHMENT OF A DESIGN AND INSPECTION OFFICE FOR INLAND WATER TRANSPORT MECHANIZED CRAFT IN BANGLADESH

The Government of the Kingdom of the Netherlands and the Government of the People's Republic of Bangladesh (hereinafter referred to as "the Contracting Parties"),

Reaffirming the friendly relations existing between the two States and their peoples;

Firmly desiring to intensify those relations;

Recognizing the need to improve the inland water transport fleet in Bangladesh;

Have agreed as follows:

Article I. AIM AND DURATION OF COLLABORATION

1. The Contracting Parties shall collaborate within the framework of a Project to be known as: "Design and Inspection Office for I.W.T. Mechanized Craft", hereinafter referred to as: "the Project".

2. The aim of the Project is to improve the inland waterways transport fleet for the present and future needs of Bangladesh.

3. The aim of the Project will be achieved by the establishment of a Design and Inspection Office for Inland Water Transport Mechanized Craft in Dacca.

The Office shall:

- a. advise the Government of Bangladesh on the design of mechanized inland waterways craft. (The term "mechanized craft" shall cover all steel-hulled self-propelled or non-self-propelled craft and all mechanized wooden craft),
- b. advise public and private shipbuilding yards and shipowners on the design of mechanized craft at their request,
- c. draw up rules and regulations for the construction of mechanized craft for the approval of the Government of the People's Republic of Bangladesh, and
- d. assist the BIWTA (Bangladesh Inland Water Transport Authority) to enforce the said rules and regulations for regulating the design of mechanized craft.

4. Collaboration between the Contracting Parties on the Project is provisionally planned to last three and half years.

Article II. CONTRIBUTION OF THE NETHERLANDS AND BANGLADESH GOVERNMENTS

1. The Government of the Kingdom of the Netherlands undertakes:

- to supply a team of Netherlands advisers for an assignment in Bangladesh and to bear all expenses on account of the advisers and their families excepting those to be borne by the Government of the People's Republic of Bangladesh under this Agreement;

¹ Came into force on 31 July 1976 upon confirmation by the Contracting Parties (effected on 19 February and 31 July 1976) that all required formalities had been duly complied with, with retroactive effect from 1 December 1974, in accordance with article XII (1).

- to provide drawing-office equipment and bear the cost of its transport (including insurance) to the most suitable (air) port in Bangladesh;
- to bear the cost of bringing some Bangladesh staff to the Netherlands to make the arrangements;
- to bear the cost of the necessary support work in the Netherlands.

The value of the Netherlands contribution shall not exceed Dfl. 1,310,000 (one million three hundred and ten thousand Dutch guilders).

2. The Government of the People's Republic of Bangladesh undertakes:

- to provide the Netherlands advisers with adequate qualified counterpart staff to work with them in the Project;
- to provide fully equipped office accommodation excepting air conditioners, refrigerators, water coolers, intercom telephones and such other similar equipment as are not available in Bangladesh and bear the cost of running and maintaining the same together with the equipment supplied by the Netherlands Party, for the duration of the Project;
- to provide in time sufficient funds for the payment of all import duties and taxes imposed on the supplies and equipment made available by the Netherlands Government;
- to bear the cost of transporting and insuring the said equipment from the port of arrival in Bangladesh to its final destination;
- to bear the cost of inland transport and travelling allowances for the Netherlands advisers.

The value of the Bangladesh contribution is estimated at 1,640,000 taka (one million six hundred and forty thousand taka).

Article III. BANGLADESH FACILITIES FOR THE NETHERLANDS PERSONNEL

1. The Government of the People's Republic of Bangladesh shall:

- a. exempt the Netherlands personnel under the terms of this Agreement from all taxes and other fiscal charges in respect of all remunerations paid to them by the Netherlands Government;
- b. arrange for the issue of entry visas and work permits, free of charge, to the Netherlands personnel, employed or to be employed by the Netherlands Government on the Project;
- c. exempt the Netherlands personnel or their dependents from national service obligations;
- d. grant the Netherlands personnel immunity from legal action in respect of any words spoken or written and in respect of any acts performed by the advisers in their official capacity;
- e. grant the Netherlands personnel the most favourable exchange facilities for all their Netherlands remunerations, i.e. external accounts;
- f. offer the Netherlands personnel and their families in Bangladesh repatriation facilities at times of national or international crises;
- g. provide the Netherlands personnel with medical and dental facilities of the same standard as are made available to civil servants of comparable rank employed by the Government of the People's Republic of Bangladesh;
- h. provide the Netherlands personnel with identity documents to assure them of the full assistance of the appropriate Bangladesh authorities in the performance of their duties.

2. As far as are concerned:

- a. exemption of an adviser's motor-vehicle from the whole of customs duties; and
- b. the first arrival (and subsequent) duty and tax-free import privileges (or concessions),

the relevant Bangladesh legislation shall be applicable.

3. *a.* The Government of the People's Republic of Bangladesh shall indemnify and hold harmless the Government of the Kingdom of the Netherlands and the Netherlands experts, advisers, and expatriate employees against any extra-contractual civil liability arising from any act or omission on the part of one or more of the said individuals during the operations governed by or undertaken in virtue of this Agreement which causes the death or physical injury of a third party or damage to the property of a third party in so far as not covered by insurance and shall abstain from making any claim or instituting any action for extra-contractual civil liability unless such liability derives from wilful misconduct or gross negligence on the part of one or more of the said individuals. In such event the Government of the People's Republic of Bangladesh shall be entitled to exercise all the rights to which the Netherlands Government and the Netherlands experts, advisers and expatriate employees are entitled.

b. If the Government of the People's Republic of Bangladesh so requests, the Government of the Kingdom of the Netherlands shall provide the competent authorities of the People's Republic of Bangladesh with the administrative or judicial assistance required to reach the satisfactory solution of any problems that may arise in connection with the application of paragraph 3*a* of this Article.

Article IV. BANGLADESH FACILITIES FOR THE NETHERLANDS EQUIPMENT

Supplies and equipment provided by the Netherlands Government for the Project shall be subjected to levy of usual customs duty and taxes, except for the equipment imported only temporarily for subsequent re-export on completion of the Project. The concerned agency in Bangladesh shall pay the customs duty and taxes.

Article V. STATUS OF THE NETHERLANDS PERSONNEL

1. The Netherlands authorities shall appoint a team leader who shall be responsible to the Netherlands authorities for the Netherlands assistance given for the Project and for reporting thereon to the said Netherlands authorities.

2. The team leader shall act in close consultation with the Government of the People's Republic of Bangladesh or with the authorities designated by the Government in matters concerning the technical activities of the Netherlands personnel and shall respect the operational instructions given by that Government or by such authorities as may be pertinent in the light of his duties and of the technical assistance to be given.

3. The Government of the People's Republic of Bangladesh shall not request the Netherlands personnel to take part in any activities other than those described in the present Agreement or in the Schedule of Operations referred to in Article VIII.

4. The Government of the People's Republic of Bangladesh shall provide the Netherlands personnel with any relevant information that the latter consider reasonably necessary for the efficient execution of operations in the Project, without prejudice to the security regulations.

5. The Government of the People's Republic of Bangladesh may request the Netherlands Government to recall one or more of the Netherlands personnel if the professional or personal conduct of the person or the persons concerned justifies

such a measure. The Government of the People's Republic of Bangladesh may not have recourse to such action, however, until it has consulted the Netherlands authorities on the matter.

Article VI. STATUS OF THE NETHERLANDS EQUIPMENT AND SUPPLIES

All equipment and supplies provided by the Netherlands Government for the Project shall remain the property of the Netherlands Government for the duration of the Netherlands assistance for the Project. On the termination of the Netherlands assistance for the Project, the equipment and supplies provided by the Netherlands Government shall either continue to be used for the Project or be made available for similar Bangladesh-Netherlands cooperation projects or for some other purpose to be agreed upon by the two Governments.

Article VII. THE COMPETENT AND EXECUTIVE AUTHORITIES

1. Responsibility for all activities in connection with the Netherlands contribution to the Project shall rest with the competent Netherlands authority, which is the Netherlands Minister for Development Cooperation.

Responsibility for all activities in connection with the Bangladesh contribution to the Project shall rest with the competent Bangladesh authority which is the Deputy Chairman of the Planning Commission.

2. Each of the competent authorities shall be entitled to delegate its duties in connection with the Project under its own responsibility, partly or entirely to other authorities or organizations. The competent authorities shall inform each other of any such delegation and of the extent of the delegation.

3. Responsibility for the implementation of the Netherlands contribution shall be delegated by the competent Netherlands authority to the International Technical Assistance Department of the Ministry of Foreign Affairs of the Kingdom of the Netherlands, which shall act as the Netherlands executive authority. Responsibility for the implementation of the Bangladesh contribution shall be delegated by the competent Bangladesh authority to the Bangladesh Inland Waterways Transport Authority of the Ministry of Shipping, Inland Waterways Transport and Aviation.

Article VIII. SCHEDULE OF OPERATIONS

Within three months after the Project has started, the competent authorities of the two Governments shall establish by common agreement a "Schedule of Operations" giving all the details of the implementation of the provisions of the present Agreement stated in Article I and Article II together with an organization chart, a time schedule and a budget.

Article IX. REPORTING

The Netherlands team leader shall submit to both executive authorities a quarterly report in [the] English language on the progress made in the execution of the Project. On the termination of the Project the team leader shall submit to all the parties involved a final report in [the] English language on all the aspect of the work, done in connection with the Project.

Article X. REVIEW

At the end of the two-year period referred to in Article XII, paragraph 1, the Contracting Parties shall evaluate the results of the Project prepared by the Netherlands and Bangladesh Authorities.

Article XI. DISPUTES

Any difference or dispute arising out of this Agreement shall be settled by the Contracting Parties through [the] diplomatic channel.

Article XII. DURATION

1. This Agreement shall, upon confirmation by the two Contracting Parties that all required formalities have been duly complied with, be deemed to have entered into force from 1 December, 1974 and be effective for an initial period of two (2) years. This Agreement shall be extended by a further period of eighteen (18) months unless either Contracting Party has notified the other at least six (6) months before the expiry of the aforesaid period of two (2) years of its intention to terminate the Agreement.

2. Notwithstanding the provisions of the foregoing paragraph this Agreement may be terminated at any time by agreement of the Contracting Parties.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto, have signed the present Agreement.

DONE at Dacca on the eleventh day of March, 1975 in two originals.

On behalf of the Government
of the Kingdom of the Netherlands:

[Signed]

W. A. DÓLLEMAN
Chargé d'affaires a.i.

On behalf of the Government
of the People's Republic
of Bangladesh:

[Signed]

Dr. ASHRAF-UZ-ZAMAN
Additional Secretary,
Ministry of Planning
