

No. 15137

**NETHERLANDS
and
PAKISTAN**

**Agreement concerning cooperation in the establishment of a
Drainage and Reclamation Institute of Pakistan
(DRIP). Signed at Islamabad on 25 September 1975**

Authentic text: English.

Registered by the Netherlands on 27 November 1976.

**PAYS-BAS
et
PAKISTAN**

**Accord de coopération en vue de la création d'un Institut
pakistanaï d'assainissement et de mise en valeur des
terres (DRIP). Signé à Islamabad le 25 septembre 1975**

Texte authentique : anglais.

Enregistré par les Pays-Bas le 27 novembre 1976.

AGREEMENT¹ BETWEEN THE KINGDOM OF THE NETHERLANDS AND THE ISLAMIC REPUBLIC OF PAKISTAN CONCERNING COOPERATION IN THE ESTABLISHMENT OF A DRAINAGE AND RECLAMATION INSTITUTE OF PAKISTAN (DRIP)

The Government of the Kingdom of the Netherlands and the Government of the Islamic Republic of Pakistan (hereinafter referred to as “the Contracting Parties”),
Mindful of the friendly relations existing between the two States and their peoples;

Firmly desiring to intensify those relations;

Recognizing the desirability to meet more adequately the problems in the field of drainage and reclamation in Pakistan;

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: “Drainage and Reclamation Institute of Pakistan (DRIP)”, hereinafter referred to as “the Project” and to be defined in the present Agreement.

2. The aim of the Project is to provide the Pakistan Government with an adequate instrument for the solution of problems in the field of drainage and reclamation.

3. *a.* The aim of the Project will be achieved by the establishment and subsequently by making operational a Drainage and Reclamation Institute of Pakistan (DRIP).

b. The Netherlands assistance will mainly pertain to the establishment of research facilities of the Institute, the testing and demonstrating of tile drainage methods and practices, the performing of studies on irrigation practices and of economic studies.

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

Article II. CONTRIBUTION OF THE NETHERLANDS AND PAKISTAN GOVERNMENTS

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

- to make available a team of Netherlands advisers for an assignment in Pakistan as well as some advisers for short visits to the Project;
- to provide equipment and supplies (to be itemized in the Schedule of Operations) and bear the cost of its transportation (including insurance) to the most suitable (air) port in Pakistan;
- to grant a number of fellowships to Pakistan staff-members;
- to bear the cost of the necessary support work in the Netherlands.

The value of the Netherlands contribution shall not exceed Dfl. 3,520,000 (three million five hundred and twenty thousand Dutch guilders).

¹ Came into force on 22 July 1976, the date on which the two Parties informed each other in writing that the procedures constitutionally required in their respective countries had been complied with, with retroactive effect from 1 November 1975, in accordance with article XI (1).

2. The Government of the Islamic Republic of Pakistan undertakes:

- to provide the Netherlands advisers with adequate qualified counterpart-staff to work with them during the Project;
- to provide fully equipped office and laboratory-accommodation within the Institute 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 bear the cost of transportation and insurance of the said equipment and supplies from the port of arrival in Pakistan to its final destination;
- to bear the cost of inland transportation and travelling-allowances for the Netherlands advisers to the extent these are not provided by the Netherlands Government;
- to make available land and buildings for an experimental farm as well as land for pilot plots to be indicated in the Schedule of Operations;
- to provide locally manufactured materials for various purposes;
- to take for its account the operational costs of machinery, vehicles, etc., to be used for the purpose of the Project, including the provision of materials and expenditures, and all necessary arrangements for the experimental and pilot projects.

The value of the Pakistan contribution has been estimated at rupees 5,4 million.

Article III. PAKISTAN FACILITIES FOR THE NETHERLANDS PERSONNEL

1. The Government of Pakistan 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 dependants from national service obligations;
- d.* grant the Netherlands personnel the most favourable exchange facilities for all their Netherlands remunerations, i.e. external accounts;
- e.* 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;
- f.* offer the Netherlands personnel and their families in Pakistan 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 Pakistan;
- h.* provide the Netherlands personnel with identity documents to assure them of the full assistance of the appropriate Pakistan 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 custom duties, and
- b.* the first arrival (and subsequent) duty and tax-free import privileges (or concessions),

the relevant Pakistan legislation pertaining to international technical assistance advisers shall be applicable.

3. *a.* The Government of the Islamic Republic of Pakistan shall indemnify and hold harmless the Government of the Kingdom of the Netherlands and the Netherlands experts, advisers, agents or 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.

b. If the Government of Pakistan has to hold harmless the Government of the Kingdom of the Netherlands or one or more of the said individuals against any claim or action for extra-contractual civil liability in accordance with paragraph 3*a.* of this Article, the Government of the Islamic Republic of Pakistan shall be entitled to exercise all the rights to which the Netherlands Government or the individual is or the individuals are entitled.

c. If the Government of the Islamic Republic of Pakistan so requests, the Government of the Kingdom of the Netherlands shall provide the competent authorities of the Islamic Republic of Pakistan with the administrative or judicial assistance required to reach the satisfactory solution of any problems that may arise in connection with the application of paragraphs 3*a.* and 3*b.* of this Article.

Article IV. PAKISTAN FACILITIES FOR THE NETHERLANDS EQUIPMENT AND SUPPLIES

The Government of Pakistan shall exempt the equipment (including motor-vehicles) and all other supplies provided by the Netherlands Government for the Project from all import and export duties, all official charges, clearing charges and harbour fees.

Article V. STATUS OF THE NETHERLANDS PERSONNEL

1. The Netherlands authorities shall appoint a teamleader 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 teamleader shall act in close consultation with the Government of Pakistan or with the authorities designated by that 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 Pakistan 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 Pakistan shall provide the Netherlands personnel with any information that the latter consider necessary for the efficient execution of operations in the Project, without prejudice to security regulations.

5. The Government of Pakistan 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 Pakistan shall not have recourse to such an expedient, 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 Pakistan-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 Pakistan contribution to the Project shall rest with the competent Pakistan authority, which is the Pakistan Minister of Finance, Planning and Development.

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 Pakistan contribution shall be delegated by the competent Pakistan authority to the Irrigation, Drainage and Flood Control Research Council of the Ministry of Science and Technology, which shall act as the Pakistan Executive Authority.

Article VIII. SCHEDULE OF OPERATIONS

Within six 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 teamleader 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 Pakistan Project-leader and the Netherlands teamleader shall submit to all the parties involved a final report in the English language on all the aspects of the work done in connection with the Project.

Article X. REVIEW

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

Article XI. DURATION

1. This Agreement shall enter into force, with retroactive effect as from 1 November 1975, on the date on which the two Governments have informed each other in writing that the procedures constitutionally required in their respective countries have been complied with and shall be effective for an initial period of three years.

This Agreement shall subsequently be extended tacitly by further periods of one year, unless either of the Governments has notified the other at least six months before the expiry of the current period of its intention to terminate the Agreement.

2. Notwithstanding the provisions of the foregoing paragraph this Agreement may be terminated at any time by common agreement between the two Governments.

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

DONE at Islamabad on 25th September, 1975, in two originals.

For the Government of the Kingdom of the Netherlands:
J. SIZOO

For the Government of the Islamic Republic of Pakistan:
AFTAB AHMAD KHAN