

No. 16532

**NETHERLANDS
and
PAKISTAN**

**Agreement concerning co-operation in a Livestock Development Project for the North-West Frontier Province.
Signed at Islamabad on 23 June 1977**

Authentic text: English.

Registered by the Netherlands on 12 April 1978.

**PAYS-BAS
et
PAKISTAN**

Accord de coopération relatif à un projet de développement de l'élevage du bétail dans la province frontalière du Nord-Ouest. Signé à Islamabad le 23 juin 1977

Texte authentique : anglais.

Enregistré par les Pays-Bas le 12 avril 1978.

AGREEMENT¹ BETWEEN THE KINGDOM OF THE NETHERLANDS
AND THE ISLAMIC REPUBLIC OF PAKISTAN CONCERNING
COOPERATION IN A LIVESTOCK DEVELOPMENT PROJECT
FOR THE NORTH-WEST FRONTIER PROVINCE

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 of a further development of the animal husbandry in the Province of the North-West Frontier of 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 “Livestock Development Project, North-West Frontier Province”, hereinafter referred to as “the Project” and to be defined in the present Agreement.

2. The aim of the Project is to promote the animal husbandry in the N.W.F.P.

3. The aim of the Project will be achieved by:

- a. strengthening the activities of the Veterinary Research Institute at Peshawar;
- b. undertaking various activities in the field of milk marketing;
- c. setting up an experimental farm within the organization of the Veterinary Research Institute.

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

*Article II. CONTRIBUTION OF THE NETHERLANDS
AND PAKISTAN GOVERNMENTS*

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

- to make available 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.

The value of the Netherlands contribution shall not exceed Dfl. 1,146,000 (one million one hundred and forty-six thousand Dutch guilders).

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

- to provide the Netherlands advisers with adequate qualified counterpart-staff as well as local labour to work with them during the Project;

¹ Came into force on 24 January 1978, the date on which the Parties informed each other in writing that their required constitutional procedures had been complied with, with retroactive effect from 1 March 1977, in accordance with article XI (1).

- to provide the land, buildings, laboratories and offices to be used for the purpose of the Project and to 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 provide the cattle needed for the experimental farm, necessary 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 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 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 shall rest with the competent Pakistan authority, which is the Pakistan Minister for 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 delegations 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 Director of the Veterinary Research Institute at Peshawar (on behalf of the Pakistan Ministry of Food and Agriculture) who shall act as the Pakistan Executive Authority.

Article VIII. SCHEDULE OF OPERATIONS

Within six months after the Project has started, both Executive authorities 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 two-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 March 1st, 1977, 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 a period of two 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 the 23rd June, 1977, in two originals.

For the Government
of the Kingdom
of the Netherlands:

G. J. JONGEJANS

For the Government
of the Islamic Republic
of Pakistan:

AFTAB AHMAD KHAN
