

No. 17553

**SWITZERLAND
and
BANGLADESH**

**Agreement on technical co-operation. Signed at Dacca on
7 April 1976**

Authentic texts: English and French.

Registered by Switzerland on 15 February 1979.

**SUISSE
et
BANGLADESH**

**Accord de coopération technique. Signé à Dacca le 7 avril
1976**

Textes authentiques : anglais et français.

Enregistré par la Suisse le 15 février 1979.

AGREEMENT¹ ON TECHNICAL COOPERATION BETWEEN THE SWISS CONFEDERATION AND THE PEOPLE'S REPUBLIC OF BANGLADESH

The Swiss Federal Council and the Government of the People's Republic of Bangladesh, hereinafter called the Contracting Parties, being desirous of strengthening the ties of friendship existing between the two nations and of cooperating for the technical development of Bangladesh,

Have agreed as follows:

Article 1. The Contracting Parties undertake to promote, as partners of equal rights, within the framework of their respective national legislations the realization of technical development projects in Bangladesh.

The term "project" shall also apply to programmes of social work intended to last six months or more.

Article 2. The provisions of the present Agreement apply to:

- a) Projects between the two Contracting Parties;
- b) Projects initiated on the Swiss side by corporations and institutions of public or private law and upon which projects the two Contracting Parties have mutually agreed.

Article 3. The cooperation may assume the following forms:

- a) Dispatching personnel with the status of experts, technicians or consultants;
- b) Granting scholarships for studies or professional training in Bangladesh, Switzerland or any other country, as the Contracting Parties may agree upon;
- c) Financial support to public or private organizations, for the realization of specified projects;
- d) Any other form of cooperation as may be mutually agreed upon by the Contracting Parties.

Article 4. Each project and its implementation shall be the subject of a particular arrangement stipulating the obligations to be borne by either party, as well as the terms of reference for the personnel. The projects shall be carried out on a basis of joint undertaking.

The recipients of scholarships shall be chosen and the orientation of their studies or training specified by the Contracting Parties by mutual agreement.

Article 5. This Agreement shall be implemented on the basis of specific programme to be drawn up and agreed upon periodically.

Article 6. As their respective shares in the implementation of specific projects the Contracting Parties shall make, in principle, the following contributions:

- a) *Switzerland*
 - aa) To pay the salaries of and insurance premia for the personnel provided by Switzerland;

¹ Came into force on 7 April 1976 by signature, in accordance with article 10.

- ab*) To cover the costs of travel to and from Bangladesh for the personnel provided by Switzerland;
 - ac*) To cover the study fees and other training expenses, such as living costs, medical insurance costs and travel cost from and to Bangladesh, for citizens of Bangladesh who are sent abroad for study and training;
 - ad*) To cover the purchase and transportation costs of equipment and materials which are not or reasonably cannot be produced in Bangladesh;
 - ae*) To cover costs of hotel accommodation in respect of expatriate personnel sent on short term assignments.
- b) *Bangladesh*
- ba*) To pay the salaries and insurance premia for the personnel provided by Bangladesh, in accordance with rules in force;
 - bb*) To provide the counterparts who are to be trained and prepared for taking over subsequently the positions held by expatriate personnel;
 - bc*) To pay the salaries, if any, of the persons mentioned in subsection *ac*), during the time of their absence from Bangladesh, in accordance with rules in force;
 - bd*) To ensure that the persons mentioned in subsection *ac*) will after their return to Bangladesh, be employed, as far as practicable, in a position allowing them to make the best use of the knowledge and experience acquired;
 - be*) To provide adequate housing for the expatriate personnel on long term assignment and to pay the rent thereof;
 - bf*) To provide to expatriate personnel medical care at a scale comparable to Bengali personnel of equivalent rank;
 - bg*) To provide the equipment and materials required for the performance of the assigned duties and which are produced in Bangladesh;
 - bh*) To provide the services which can be rendered by local personnel, such as secretariat, translation and similar facilities;
 - bi*) To provide office accommodation and other necessary premises, and to pay the rent thereof.

Article 7. In order to facilitate the implementation of any project within the scope of the present Agreement Bangladesh shall:

- a*) Exempt or pay customs duty and sales tax on all equipments and materials furnished by Swiss project partners, public or private, for any development project in Bangladesh;
- b*) Allow the expatriate personnel to bring into Bangladesh temporarily without payment of customs duty and sales tax the professional equipments required by the expatriate personnel subject, to the condition that the equipments will be re-exported on completion of their assignment or donated to a project; in the latter case the Bangladesh recipient agency shall be responsible for such taxes;
- c*) Grant import privileges made admissible to the privileged personnel as per applicable customs regulations stipulated in the Customs-Notification of the 14th March 1974 or as may be stipulated by subsequent regulations to all expatriate personnel;
- d*) Exempt the expatriate personnel and their families from taxation and other fiscal charges in respect of their person or any emoluments paid to them by the Swiss

side and exempt the said persons from governmental and communal taxes on hotel accommodation;

- e) Issue, free of charge and without delay, the required entry and exit visa as per the applicable rules;
- f) Provide all necessary assistance and facilities to the Swiss experts and their families;
- g) Hold the expatriate personnel harmless against any claim for damage arising out of any act done in the discharge of their assigned function provided such damage is not caused either wilfully or through serious negligence.

Article 8. In consultation with the Government of Bangladesh, Switzerland may appoint a person for supervision of the projects under this Agreement, who shall enjoy the status of an expert.

Article 9. In dealing with matters concerning the implementation of projects carried out by the Contracting Parties these shall be represented as follows:

- a) Switzerland: by the Delegate of the Swiss Federal Council for Technical Cooperation, or by a deputy assigned by the Delegate;
- b) Bangladesh: by the Technical Assistance Section of the External Resources Division, Ministry of Planning.

Article 10. The present Agreement shall come into force from the date of its signature and shall remain in force for three years. Thereafter, it shall continue to be in force from year to year unless terminated by either Contracting Party giving written notice at least six months before the expiry of the then current year.

Upon expiry, the Contracting Parties shall allow, on the conditions granted by this Agreement, the projects then under execution to be fully implemented and the Bengali students or trainees then abroad to complete their courses of study or training.

DONE at Dacca on the 7th of April 1976 in two original copies in the English language. Authenticated copies in Bengali¹ and French will be exchanged subsequently through diplomatic channel. In the case of any dispute, the English text shall prevail.

For the Swiss Federal
Council:

The Chargé d'affaires of Switzerland a.i.

[Signed]

WALTER HEIM

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

[Signed]

M. MUHIUDDIN
Chief (TA), Planning Commission

¹ The Bengali text has not been established. (Information provided by the Government of Switzerland.)