

No. 17672

**NETHERLANDS
and
BANGLADESH**

**Agreement on technical co-operation. Signed at Dacca on
19 May 1977**

Authentic text: English.

Registered by the Netherlands on 30 March 1979.

**PAYS-BAS
et
BANGLADESH**

**Accord de coopération technique. Signé à Dacca le 19 mai
1977**

Texte authentique : anglais.

Enregistré par les Pays-Bas le 30 mars 1979.

AGREEMENT¹ ON TECHNICAL COOPERATION BETWEEN THE KINGDOM OF THE NETHERLANDS AND THE PEOPLE'S REPUBLIC OF BANGLADESH

The Government of the Kingdom of the Netherlands and the Government of the People's Republic of Bangladesh,

Desiring to create, in the field of technical cooperation, an administrative framework for the purpose of projects, upon which both Governments decide to cooperate,

Have agreed as follows:

Article I. In case both Governments have decided to collaborate in a particular project of technical cooperation (hereinafter referred to as: "a project") the mutual contributions to that project as well as the implementation thereof shall in each individual case be established in an administrative arrangement to be agreed upon by the respective competent administrative authorities, in accordance with the principles embodied in this Agreement.

Article II. In connection with a project, the Government of the People's Republic of Bangladesh shall:

- a. Exempt the Netherlands personnel from income tax in respect of all remunerations paid to them by the Netherlands Government;
- b. Accord the Netherlands personnel the privileges of duty free importation of household and personal effects as provided in the relevant laws, rules and regulations of the People's Republic of Bangladesh as amended from time to time, including the facility of importation of professional equipment within six months of their arrival, provided that such goods are re-exported from Bangladesh on completion of their assignment. However, it is the understanding that subsequent changes in the relevant Bangladesh rules will apply to those projects which will afterwards be initiated;
- c. Make provisions for duty-free importation or purchase from bond of one motor-vehicle by the Netherlands personnel within six months of first arrival in Bangladesh, provided that such vehicle, if sold to a person not likewise privileged, shall be subject to payment of an appropriate import duty based on the estimated value of the vehicle at the time of its being sold;
- d. Make provisions 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 to serve a project;
- e. Exempt the Netherlands personnel or their dependants from national service obligations;
- f. Grant the Netherlands personnel, as far as all their Netherlands remunerations are concerned, the most favourable exchange facilities, i.e., external accounts;
- g. Offer the Netherlands personnel and their families in Bangladesh repatriation facilities in time of national or international crises;

¹ Came into force on 24 February 1978, the date on which both Governments had informed each other in writing (on 8 June 1977 and 24 February 1978) of the completion of the required constitutional procedures, in accordance with article VI (a).

- h.* Grant the Netherlands personnel immunity from legal action in respect of any words spoken or written and in respect of any acts performed by that personnel in their official capacity;
- i.* Provide the Netherlands personnel with identity documents to assure them of the full assistance of the appropriate authorities of Bangladesh in the performance of their duties.

Article III. 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, 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 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 the People's Republic of Bangladesh 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 *a* of this article, the Bangladesh Government shall be entitled to exercise all the rights to which the Netherlands Government or the individuals are entitled.

c. 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 Bangladesh with the administrative or juridical assistance required to reach the satisfactory solution of any problems that may arise in connection with the application of paragraphs *a* and *b* of this article.

Article IV. The Government of the People's Republic of Bangladesh shall pay customs duties and taxes on the equipment (inclusive of motor vehicles) and other supplies provided by the Netherlands Government in connection with a project.

Article V. All equipment and materials supplied by the Netherlands Government in connection with a project shall remain the property of the Netherlands Government for the duration of a project and will be transferred to the Government of the People's Republic of Bangladesh when the cooperation between the two Governments on that project has terminated, unless they are required for some other technical cooperation project involving the two Governments. The recipient agency of the Government of the People's Republic of Bangladesh will bear the Customs duties and sales tax leviable on the equipment and materials thus transferred.

Article VI. a. This Agreement shall enter into force on the date on which both Governments have informed each other in writing that the procedures constitutionally required therefor in their respective countries have been complied with.

b. This Agreement shall remain in force for an initial period of two years.

If it has not been denounced three months before the date of its termination it shall be tacitly renewed, for periods of one year subsequently. Each Government

shall then have the right to denounce the Agreement at any time giving three months' notice to the other Government, provided that termination of this Agreement shall not affect the validity or duration of any implementing arrangements, unless the Contracting Parties otherwise agree.

c. This Agreement shall terminate when a general multilateral agreement on technical cooperation comes into force in respect of both Governments.

d. With respect to the Kingdom of the Netherlands this Agreement shall apply to the Kingdom in Europe only.

IN WITNESS WHEREOF the undersigned plenipotentiaries, being duly authorized thereto by their respective Governments, have signed this Agreement.

DONE at Dacca, this 19th day of May 1977, in duplicate, in the English language.

For the Government
of the Kingdom of the Netherlands:

P. R. BROUWER

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

M. MUHIUDDIN
