

No. 24888

**CANADA
and
BANGLADESH**

**General Agreement concerning development co-operation
(with annexes). Signed at Dacca on 14 December 1979**

Authentic texts: English, French and Bangla.

Registered by Canada on 16 July 1987.

**CANADA
et
BANGLADESH**

**Accord général concernant la coopération au dévelop-
pement (avec annexes). Signé à Dacca le 14 décembre
1979**

Textes authentiques : anglais, français et bangla.

Enregistré par le Canada le 16 juillet 1987.

GENERAL AGREEMENT¹ BETWEEN THE GOVERNMENT OF CANADA AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH CONCERNING DEVELOPMENT COOPERATION

The Government of Canada and the Government of the People's Republic of Bangladesh (hereinafter referred to as "the Government of Bangladesh"), wishing to strengthen the cordial relations existing between the two countries and moved by the desire to develop mutual cooperation in conformity with the objectives and priorities of economic and social development of Bangladesh, have agreed to the following:

Article I. The Government of Canada and the Government of Bangladesh will promote a programme of development cooperation between their two countries, which programme will consist of:

- (a) The sending of expert missions to Bangladesh in order to identify, analyse, appraise and evaluate development projects;
- (b) The sending of Canadian experts, instructors and technicians to provide services in Bangladesh through individuals, institutions or firms contracted by the Government of Canada;
- (c) The provision of equipment, materials and training needed for the successful execution of development cooperation projects in Bangladesh; and
- (d) Any other form of assistance which may be mutually agreed upon.

Article II. 1. In pursuance of the objectives of this Agreement, the Government of Canada and the Government of Bangladesh may conclude subsidiary arrangements in respect of specific projects involving one or several components of the programme described in Article I.

2. These subsidiary arrangements shall make specific reference to this Agreement.

3. Unless stated otherwise, subsidiary arrangements concerning grants or contributions from the Government of Canada shall be considered as administrative arrangements.

Article III. Unless otherwise indicated, the Government of Canada shall assume the responsibilities described in Annex "A" and the Government of Bangladesh shall assume the responsibilities described in Annex "B" in respect of any specific project established under a subsidiary arrangement.

Article IV. The Annexes "A" and "B" shall be integral parts of this Agreement.

Article V. For the purpose of this Agreement:

(a) "Canadian firms" means Canadian or other non-Bangladeshi firms or institutions engaged in any project established under a subsidiary arrangement;

¹ Came into force on 14 December 1979 by signature, in accordance with article XIII.

(b) "Canadian personnel" means Canadians or non-Bangladeshi or other non-permanent residents of Bangladesh working in that country on any project established under a subsidiary arrangement; and

(c) "Dependants" means

- (i) The spouse of a member of the Canadian personnel, as described in the Regulations of the Government of Canada respecting Technical Assistance to Developing Countries,
- (ii) A child of the member of the Canadian personnel or his spouse who is
 - A) Under twenty-one years of age and dependent on the member of the Canadian personnel or his spouse for support, or
 - B) Twenty-one years of age or older and dependent on the member of the Canadian personnel or his spouse for support by reason of a mental or physical incapacity,

but not including a child from a previous marriage who does not normally reside with the member of the Canadian personnel or his spouse.

Article VI. The Government of Bangladesh shall indemnify and save harmless the Government of Canada, Canadian firms and Canadian personnel from civil liability for acts done or omitted to be done in the performance of their duties except where such acts result from gross negligence or wilful misconduct.

Article VII. The Government of Bangladesh shall exempt Canadian firms and Canadian personnel including their dependants from all types of resident tax, local taxes, income tax or any other type of taxes, on income received from sources outside Bangladesh, from Canadian aid funds or on the value of goods and services received from the Government of Bangladesh as provided for in this Agreement or any subsidiary arrangement, as well as from the obligation to present any income tax declaration in relation to these exemptions.

Article VIII. The Government of Bangladesh shall extend to Canadian personnel and their dependants the exemptions, concessions, privileges and other benefits mentioned in the Government of Bangladesh Notifications Numbers S.R.O. 131/D/CUS/74 and S.R.O. 132/D/CUS/74 of 14th March, 1974, and Notifications Numbers S.R.O. 313-L/78/462/D/CUS and S.R.O. 314-L/78/463/D/CUS of 25th November 1978, as amended from time to time.

Article IX. The Government of Bangladesh shall not use or permit to be used the funds provided by the Government of Canada under any subsidiary arrangement, for the payment of import duties, customs tariff, inspection fees, storage charges and all other taxes, duties, fees or charges, on equipment, products, materials, supplies and any other goods imported in Bangladesh for the execution of projects established under any subsidiary arrangement.

Article X. The Government of Bangladesh shall grant Canadian personnel and their dependants freedom from currency exchange restrictions in respect of the re-exportation of their funds brought in or received from sources outside Bangladesh.

Article XI. Differences which may arise in the implementation of the provisions of this Agreement, or of any subsidiary arrangements shall be settled by means of negotiations between the Government of Canada and the Government of Bangladesh or in any other manner mutually agreed upon by the Contracting Parties.

Article XII. This Agreement may be amended by the Contracting Parties through an exchange of notes.

Article XIII. This Agreement shall enter into force on signature and shall remain in force for a period of five (5) years. Unless terminated as provided hereinafter, it shall be deemed to have been automatically extended for a further period of one (1) year thereafter. Either Party may at any time terminate this Agreement by giving six (6) months prior notice in writing to the other Party. On entry into force of this Agreement, the Memorandum of Understanding of April 25, 1974, shall be regarded as terminated. The responsibilities of the Government of Canada and the Government of Bangladesh with regard to specific projects being carried out by virtue of subsidiary arrangements pursuant to Article II and begun prior to receipt of the termination notice, shall continue until completion of such projects.

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

DONE in two copies at Dacca, this fourteenth day of December, 1979, in the English, French and Bangla languages, each version being equally authentic.

A. M. A. MUHITH

For the Government
of the People's Republic of Bangladesh

ARTHUR R. WRIGHT

For the Government
of Canada

ANNEX "A"

RESPONSIBILITIES OF THE GOVERNMENT OF CANADA

I. Unless otherwise indicated in subsidiary arrangements, the Government of Canada, acting through the Canadian International Development Agency, shall pay the following expenditures in accord with its regulations:

1. The fees, salaries and other emoluments of Canadian personnel as set forth in their contracts;

2. The cost of travel for Canadian personnel and their dependants between their normal place of residence and the project location in Bangladesh;

3. The cost of transportation between the normal place of residence to the project location in Bangladesh, the household and personal effects of Canadian personnel and their dependants, plus professional and technical equipment necessary to accomplish the effective performance of their duties;

4. The cost of office accommodation, facilities, services and support for Canadian firms;

5. The cost of temporary accommodation for Canadian personnel and their dependants from the time of their arrival in Bangladesh until such time as permanent accommodation is occupied by said personnel and their dependants;

6. The difference, if any, up to such amounts as may be approved from time to time by the Canadian International Development Agency, between the actual cost of furnished accommodation, excluding utility costs, for Canadian personnel and their dependants, and the allowance paid by the Government of Bangladesh in accordance with paragraph I.1 of Annex "B" of this Agreement;

7. The cost of transportation of Canadian personnel within Bangladesh, including travel allowance where applicable;

8. The cost of inspection in Canada, freight and other shipping charges of all equipment, products, materials, supplies and goods provided by the Government of Canada; and

9. Expenses associated with project related training of citizens of Bangladesh.

II. 1. Contracts for the purchase of goods or commissioning of services financed by the Government of Canada and required for the execution of individual projects shall be signed by the Government of Canada or one of its agencies.

2. However, it may be provided for the Government of Bangladesh or one of its agencies to sign such contracts itself in compliance with the following conditions or with other conditions specified in subsidiary arrangements. Unless expressly authorized otherwise by the Government of Canada:

(a) Goods or services acquired in Canada must have a Canadian content of at least sixty-six and two-thirds percent (66 $\frac{2}{3}$ %);

(b) There must be an invitation to tender and the contract must be given to the lowest bidder provided that the goods or services conform to the specifications and the bidder fulfils all other terms and conditions;

(c) Terms of payment and other clauses in contracts must be approved beforehand by the Government of Canada; and

(d) Canadian suppliers shall be paid directly by the Government of Canada.

III. The Government of Canada shall submit to the Government of Bangladesh, for approval, the nomination of Canadian firms and Canadian personnel for assignment of ninety (90) days or more in Bangladesh.

IV. The Government of Canada shall provide the Government of Bangladesh in advance of arrival with a list of the Canadian personnel and their dependants entitled to the rights and privileges set forth in this Agreement.

ANNEX "B"

RESPONSIBILITIES OF THE GOVERNMENT OF BANGLADESH

I. Unless otherwise indicated in subsidiary arrangements, the Government of Bangladesh shall provide or pay for, in regard to any member of the Canadian personnel who is under contract with CIDA or who is seconded to CIDA by his employer for services in Bangladesh:

1. An allowance toward the cost of furnished accommodation for said personnel and their dependants equivalent
 - (a) To the amount paid by the Government of Bangladesh to the counterpart Bangladeshi personnel that is or could be seconded or attached to the project; or
 - (b) To the maximum amount which under its appropriate Regulations the Government of Bangladesh may pay for accommodation costs of development assistance personnel.

The amount and the method of payment of such allowance shall be determined in subsidiary arrangements;

2. Office accommodation including furnishings, telephone, office supplies, post office supplies, and other supplies, services and facilities necessary in order for them to carry out their assignments effectively. Entry and access to these facilities must be available at all times during locally established working hours. The requirements under this paragraph will be determined through mutual consultation. Office space should be assigned to them in the same or contiguous offices, as far as practicable, of their Bangladeshi colleagues to ease communications and promote cooperation;
3. Administrative support including administrative and clerical staff, qualified drivers for vehicles if and when required, translators and cost of printing translations if and when required, and other support personnel deemed necessary for the effective achievement of the assignment.

II. The Government of Bangladesh shall, within thirty (30) days of the receipt of the nomination by the Government of Canada of the Canadian firms and the Canadian personnel for assignment in Bangladesh, indicate its approval of said Canadian firms and Canadian personnel. If no objection is received by the Government of Canada within this thirty (30) day period, the Government of Bangladesh shall be deemed to have accepted such nomination.

III. It is understood that Canadian personnel on assignment of six (6) months or more shall be entitled to annual leave during the course of their assignment.

IV. The Government of Bangladesh shall provide or pay for:

1. Within ten (10) days of arrival of Canadian personnel, necessary information with regard to local laws and regulations which may affect the work of the Canadian firms and Canadian personnel;
2. Access to reports, records, maps, aerial photographs, statistics and other information, excepting classified or restricted documents, related to projects and required to assist Canadian personnel in the performance of their duties;
3. All permits, licenses and other such documents including costs related thereto, required to enable Canadian firms or Canadian personnel to carry out their respective responsibilities in Bangladesh;

4. Normal available telecommunications facilities as quickly as possible;
5. The recruiting and seconding of counterparts to Canadian personnel as required for projects;
- [6. Tax exemption certificate in the event of such document being required by Canadian personnel for themselves or their dependants while arranging leave for any reason outside Bangladesh;
7. Within twenty-one (21) days of the notification of the arrival at the port of entry, prompt clearance and expeditious transshipment through customs of
 - (a) The personal, professional and technical effects of Canadian firms, Canadian personnel and of their dependants; and
 - (b) All necessary equipment, materials, products, supplies and goods provided, furnished or supplied by the Government of Canada and imported in Bangladesh for the execution of projects established under any subsidiary arrangement;
8. The prompt inland transportation of all equipment, products, supplies, materials and goods required for the execution of projects from the port of entry in Bangladesh to the project sites including, where necessary, the obtaining of priority by Bangladesh forwarding and transportation agents.
9. Demurrage and storage of equipment, products, supplies, materials and goods when they are held on board or at customs and measures required to protect these articles against natural elements, theft, fire and any other danger;
10. All other necessary measures to facilitate the execution of projects; and
11. Non-diplomatic multi-entry visas to Canadian personnel and their dependants on the merits of the case.]¹

¹ The text within brackets appears in the authentic English and French texts only.