

17 (1977) Nr. 15

# TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

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**JAARGANG 1997 Nr. 312**

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A. TITEL

*Overeenkomst tussen het Koninkrijk der Nederlanden en de  
Volksrepubliek Bangladesh inzake technische samenwerking;  
Dacca, 19 mei 1977*

B. TEKST

De tekst van de Overeenkomst is geplaatst in *Trb.* 1977, 113.

C. VERTALING

Zie *Trb.* 1977, 113.

D. PARLEMENT

Zie *Trb.* 1978, 35 en, laatstelijk, *Trb.* 1997, 102.

Bij brieven van 6 juni 1997 zijn de in rubriek J van *Trb.* 1996, 180 en 335 afgedrukte administratieve akkoorden en het in rubriek J van *Trb.* 1997, 102 afgedrukte administratief akkoord ter kennis gebracht van de Staten-Generaal.

De in rubriek J hieronder afgedrukte administratieve akkoorden behoeven ingevolge artikel 7, onderdeel b, van de Rijkswet goedkeuring en bekendmaking verdragen niet de goedkeuring der Staten-Generaal.

G. INWERKINGTREDING

Zie *Trb.* 1978, 35.

J. GEGEVENS

Zie *Trb.* 1980, 77, *Trb.* 1981, 228, *Trb.* 1987, 195, *Trb.* 1988, 163, *Trb.* 1989, 148, *Trb.* 1991, 23 en 190, *Trb.* 1993, 173, *Trb.* 1995, 120 en *Trb.* 1996, 180 en 335 en *Trb.* 1997, 102.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Dhaka op 12 april 1997 tussen de Nederlandse en de Bengaalse autoriteiten een administratief akkoord tot stand gekomen inzake het project gericht op het verhogen van de productiviteit van land, water en arbeid middels de uitvoering van kleine en middelgrote waterprojecten die in technisch, economisch en sociaal opzicht haalbaar en duurzaam zijn (laatste fase). De tekst van het akkoord luidt als volgt:

#### **Administrative Arrangement**

The Netherlands Ambassador to Bangladesh, acting on behalf of the Netherlands Minister for Development Cooperation being the competent Netherlands Authority for the purpose of this Administrative Arrangement, hereinafter referred to as “the Netherlands Party”,

and

The Government of the People’s Republic of Bangladesh, represented by the Ministry of Finance, Economic Relations Division, being the competent Bangladesh Authority for the purpose of this Administrative Arrangement, hereinafter referred to as “the Bangladesh Party”.

Having regard to the provisions of Article I of the Agreement on Technical Cooperation between the Kingdom of the Netherlands and the People’s Republic of Bangladesh signed at Dhaka on 19 May 1977, hereinafter referred to as “the Agreement”,

Have entered into the following Administrative Arrangement:

#### Article I

##### *The Project*

1. The two Parties shall jointly carry out a project, entitled “Early Implementation Projects” (final phase), hereinafter referred to as “the Project”.

2. The overall objectives of the Project is to increase the productivity and security of land, water and labour through technically sound, economically feasible and socially viable small and medium sized water development projects, complemented by socio-economic activities. The objectives for the final phase of the project are:

- to complete the EIP investment programme before 30 June 1998;
- to assess the present state of all 88 EIP sub-projects and to define maintenance activities;
- to consolidate and safeguard the involvement of Landless Contracting Societies and to start the involvement of female Earthwork Maintenance Groups;

– to contribute to the institutional sustainability of DPS-IV.

3. The aforesaid cooperation between the two Parties is planned to last 33 months.

## Article II

### *The contribution by the Netherlands Party*

The Netherlands Party shall make the following contribution to the Project:

– to engage the Netherlands consulting firm, hereinafter referred to as “the Consultant”, who will assign a team of qualified expatriate experts, headed by the Teamleader;

– to engage local consulting firms and NGO’s for assistance in studies (technical and socio-economic) and for the monitoring of socio-economic activities and to facilitate the involvement of Landless Contracting Societies (LCS) and Embankment Maintenance Groups (EMG);

– to make available funds required for the engagement of the Consultant and the local consulting firms;

– to make available funds required for the procurement of materials and equipment, training programmes, a seminar and review missions, according to the provisions as detailed in the Plan of Operations to be established as mentioned in article VII; all up to a maximum amount of NLG 3.814.000,-

## Article III

### *The contribution by the Bangladesh Party*

The Bangladesh Party shall make the following contribution to the Project: financing of local staff, land acquisition and operational costs; all up to an (estimated) amount of BDT. 130.000.000,-.

## Article IV

### *The Executive Authorities*

1. The Netherlands Party shall appoint the Directorate General for International Cooperation of the Netherlands Ministry of Foreign Affairs or any body authorized to perform any functions at present exercised by the said Directorate as the Netherlands Executive Authority in charge of the Project.

The Netherlands Executive Authority shall be represented in as far as the daily operations under the Project are concerned by the Team Leader.

2. The Bangladesh Party shall appoint the Ministry of Water Resources as the Bangladesh Executive Authority in charge of the Project.

The Bangladesh Executive Authority shall be represented, in as far as the daily operations under the Project are concerned, by the Directorate of Planning Schemes (DPS) of the Bangladesh Water Development Board.

#### Article V

##### *Delegation*

Each of the Executive Authorities shall be entitled to delegate under its own responsibility, partly or entirely, its duties in connection with the Project to other authorities or organisations. In doing so, the Executive Authorities shall inform each other in writing of any such delegation and of the extent of the delegation.

#### Article VI

##### *The Team Leader*

The Netherlands Team Leader shall be responsible to the Netherlands Executive Authority for the correct implementation of the Netherlands contribution.

2. The Team Leader shall act in close consultation with the Bangladesh Executive Authority and respect the operational instructions given by the said Authority to the Bangladesh personnel.

3. The Bangladesh Executive Authority shall provide the Team Leader with any information that may be considered necessary for the execution of the Project.

#### Article VII

##### *The Plan of Operations*

1. The Executive Authorities shall establish by common consent a Plan of Operations (final phase) stating in detail the contribution of either Party, the number and duties of the advisers, their job descriptions, the duration of their stay abroad and a description of the equipment and materials to be made available.

The Plan of Operations shall include an itemized budget of the contribution of either Party, a time table and list of equipment and materials to be supplied by either Party, and an Operations Priority Scheme.

#### Article VIII

##### *Status of the Netherlands Staff*

The personnel supplied by the Netherlands Party shall enjoy the privileges and immunities, mentioned in the Articles II and III of the Agreement.

## Article IX

*Equipment and Materials*

1. The provisions of Article IV and V of the Agreement shall be applicable to the import and export of the equipment and materials provided by the Netherlands Party as well as to the status of the said equipment and materials.

2. Without prejudice to the payment by the Bangladesh Party or the Bangladesh recipient agency of the customs duties and taxes on the equipment and materials supplied by the Netherlands Party, those customs duties and taxes are only due upon the transfer of the equipment and materials to the Bangladesh Party or Bangladesh recipient agency.

The Netherlands Party is in no way under an obligation to pay the customs duties or taxes.

## Article X

*Reporting*

The Team Leader shall in close cooperation with the Directorate of Planning Schemes submit to both Executive Authorities a semi-annual report in English language on the progress made in the execution of the Project. On the termination of the Project the Team Leader shall submit to all parties involved a final report in English language on all aspects of the work done in connection with the project.

## Article XI

*Evaluation*

The Netherlands Executive Authorities shall appoint a third party to evaluate the performance of the Consultant, the local consulting firms and the BWDB counterpart organisation as well as the actual implementation of the works in connection with the project. This final evaluation is scheduled for mid 1998.

## Article XII

*Settlement of disputes*

Any dispute concerning the interpretation or implementation of this Administrative Arrangement which cannot be settled in consultation between both Parties shall be referred to the respective Governments.

## Article XIII

*Entry into force and duration*

This Administrative Arrangement shall enter into force, with retroactive effect to 1 April 1996, on the date of signature by both Parties and

shall expire at the end of the period mentioned in Article I, paragraph 3, of this Arrangement or on the date on which the Project has been completed in conformity with the provisions of this Arrangement and of the Project Document, whichever date is the later.

DONE at Dhaka on 12 April 1997 in two originals in the English language.

*For and on behalf of the Government of the Kingdom of the Netherlands*

(sd.) R. A. VORNIS

R. A. Vornis  
Ambassador of the  
Kingdom of the Netherlands

*For and on behalf of the Government of the People's Republic of Bangladesh*

(sd.) ABU SALEH

Abu Saleh  
Joint Secretary ERD  
Ministry of Finance

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Het akkoord is ingevolge zijn artikel XIII op 12 april 1997 in werking getreden, met terugwerkende kracht tot 1 april 1996.

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Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Dhaka op 19 juni 1997 tussen de bevoegde Nederlandse en Bengaalse autoriteiten een administratief akkoord tot stand gekomen inzake een project gericht op het behouden, uitbouwen en integreren van de kennis op het gebied van het milieu en van geografische informatiesystemen in de nationale waterplanningsorganisatie, EGIS-II<sup>1)</sup> De tekst van het akkoord luidt als volgt:

#### **Administrative Arrangement**

The Netherlands Ambassador to Bangladesh, acting on behalf of the Netherlands Minister for Development Cooperation being the competent Netherlands Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Netherlands Party",

<sup>1)</sup> Voor fase I zie *Trb.* 1996, 180 blz. 21 e.v.

and

The Government of the People's Republic of Bangladesh, represented by the Ministry of Finance, Economic Relations Division, being the competent Bangladesh Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Bangladesh Party".

Having regard to the provisions of Article I of the Agreement on Technical Cooperation between the Kingdom of the Netherlands and the People's Republic of Bangladesh signed at Dhaka on 19 May 1977, hereinafter referred to as "the Agreement".

Have entered into the following Administrative Arrangement:

#### Article I

##### *The Project*

1. The two Parties shall jointly carry out a project, entitled "Environment and Geographic Information System (GIS) Support Project for the Water Sector Planning, EGIS-II", hereinafter referred to as "the Project".
2. The overall objectives of the Project are to enhance the institutional capacity for water-related Resource Monitoring, Planning and Management in Bangladesh.
3. The aforesaid cooperation between the two Parties is planned to last three years and ten months.

#### Article II

##### *The contribution by the Netherlands Party*

The Netherlands Party shall make the following contribution to the Project:

- Financing of technical international and local expert salaries and financing of local administrative and support staff;
- Financing of local costs, transport, daily allowances;
- Financing of institution and collaborative programme, project equipment (including hard-, software);
- Financing of training (local and international);
- All up to a minimum cost of NLG 12.842.550,-.

#### Article III

##### *The contribution by the Bangladesh Party*

The Bangladesh Party shall make the following contribution to the Project:

- Financing of Government of Bangladesh staff salaries;
- Supply of all equipment from the existing EGIS project;
- Partly financing of the institution and collaborative programme;
- All up to a maximum cost of lakh Taka 534.03.

#### Article IV

##### *The Executive Authorities*

1. The Netherlands Party shall appoint the Netherlands Ministry of Foreign Affairs as the Netherlands Executive Authority in charge of the Project.

The Netherlands Executive Authority shall be represented, in as far as the daily operations under the Project are concerned by the Team Leader.

2. The Bangladesh Party shall appoint the Ministry of Water Resources as the Bangladesh Executive Authority in charge of the Project.

The Bangladesh Executive Authority shall be represented, in as far as the daily operations under the Project are concerned, by the Director General of Water Resources Planning Organization (WARPO) and the Chief Scientific Officer of WARPO, as Project Director.

#### Article V

##### *Delegation*

Each of the Executive Authorities shall be entitled to delegate under its own responsibility, partly or entirely its duties in connection with the Project to other authorities or organisations.

In doing so, the Executive Authorities shall inform each other in writing of any such delegation and of the extent of the delegation.

#### Article VI

##### *The Team Leader*

The Netherlands Team Leader shall be responsible to the Netherlands Executive Authority for the correct implementation of the Netherlands contribution.

2. The Team Leader shall act in close consultation with the Bangladesh Executive Authority and respect the operational instructions given by the said Authority to the Bangladesh personnel.

3. The Bangladesh Executive Authority shall provide the Team Leader with any information that may be considered necessary for the execution of the Project.



## Article VII

*Status of the Netherlands Staff*

The personnel supplied by the Netherlands Party shall enjoy the privileges and immunities, mentioned in the Articles II and III of the Agreement.

## Article VIII

*Equipment and Materials*

1. The provisions of Article IV and V of the Agreement shall be applicable to the importation and exportation of the equipment and materials provided by the Netherlands Party as well as to the status of the said equipment and materials.

2. Regarding the compulsory payment by the Bangladesh Party or the Bangladesh recipient agency of the customs duties and taxes on the equipment and materials supplied by the Netherlands Party, those duties and taxes are due at the time of clearance from the port or airport of the equipment and materials.

The Netherlands Party is in no way under an obligation to pay the customs duties or taxes.

3. The Bangladesh Party will put at the disposal of the project all equipment/material from the EGIS-I project. It is agreed that the equipment and materials will be for the exclusive use of and for the duration of the project.

## Article IX

*Reporting*

The Team Leader shall in close cooperation with the Project Director submit to both Executive Authorities an inception report, annual work-plans and semi-annual reports on the progress made in the execution of the Project.

On the termination of the Project the Team Leader shall submit to all parties involved a termination report on all aspects of the work done in connection with the project.

## Article X

*Evaluation*

The Executive Authorities shall implement a mid-term review after two years of the start of the project, a sustainability evaluation at the end of year 3 and a final evaluation.

## Article XI

*Settlement of disputes*

Any dispute concerning the interpretation or implementation of this Administrative Arrangement which cannot be settled in consultation between both Parties shall be referred to the respective Governments for settlement by mutual consultation.

## Article XII

*Entry into force and duration*

This Administrative Arrangement shall enter into force, with retroactive effect to 1st of March 1997, on the date of the signing by both Parties and shall expire at the end of the period mentioned in Article I, paragraph 3, of this Arrangement or on the date on which the Project has been completed in conformity with the provisions of this Arrangement and of the Project Document, whichever date is the later.

DONE at Dhaka on 19 June 1997 in two originals in the English language.

*For and on behalf of the Government of the Kingdom of the Netherlands*

(sd.) R. A. VORNIS

R. A. Vornis  
Ambassador of the  
Kingdom of the Netherlands

*For and on behalf of the Government of the People's Republic of Bangladesh*

(sd.) ABU SALEH

Abu Saleh  
Joint Secretary ERD  
Ministry of Finance

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Het akkoord is ingevolge zijn artikel XIII op 19 juni 1997 in werking getreden, met terugwerkende kracht tot 1 maart 1997.

Uitgegeven de *negentiende* december 1997.

*De Minister van Buitenlandse Zaken,*

H. A. F. M. O. VAN MIERLO

## INHOUD

A.	TITEL . . . . .	1
B.	TEKST . . . . .	1
C.	VERTALING . . . . .	1
D.	PARLEMENT . . . . .	1
G.	INWERKINGTREDING . . . . .	1
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	Administratief akkoord inzake het project gericht op het verhogen van de productiviteit van land, water en arbeid middels de uitvoering van kleine en middelgrote waterprojecten die in technisch, economisch en sociaal opzicht haalbaar en duurzaam zijn (laatste fase); Dhaka, 12 april 1997 . . . . .	2
	Administratief akkoord inzake een project gericht op het behouden, uitbouwen en integreren van de kennis op het gebied van het milieu en van geografische informatiesystemen in de nationaal waterplanningsorganisatie, EGIS-II"; Dhaka, 19 juni 1997. . . . .	6