

17 (1977) Nr. 16

# TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

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JAARGANG 1998 Nr. 213

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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, 312.

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 en 312.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Dhaka op 16 februari 1998 tussen de bevoegde Nederlandse en Bengaalse autoriteiten een administratief akkoord tot stand gekomen inzake het project betreffende waterbeheersing, tweede fase<sup>1)</sup>. De tekst van het akkoord luidt als volgt:

#### **Administrative Arrangement**

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 People’s Republic of Bangladesh, represented by its Economic Relations Division, Ministry of Finance, 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 19th 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 “Water Resources Engineering-Phase-II”, hereinafter referred to as “the Project”.

2. The aim of the Project is to reach an upgraded state of teaching facilities and possibilities for the post graduates of the Department of Water Resources Engineering (WRE) of Bangladesh University of Engineering and Technology (BUET) in the field of River Training, Flood Control, policy Analysis Methods and techniques for Water Management.

3. The aforesaid cooperation between the two parties is planned to last four years starting from 1st of July 1995.

#### Article II

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

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

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<sup>1)</sup> Voor de eerste fase zie *Trb.* 1993, 173, blz. 2.

- \* assignment of a resident senior engineer;
  - \* short term experts for workshops, short course and research;
  - \* fellowship for Water Resource Engineering staff;
  - \* library support;
  - \* laboratory support;
  - \* supply of equipment;
- all up to an estimated cost of Dfl. 2,975,000.-.

#### Article III

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

The Bangladesh Party shall make the following contribution (in kind) to the project:

- \* availability of staff members BUET/WRE;
- \* facilities (lecture room, laboratory space) and personnel;
- \* means of transport;
- \* costs incurred by the Bangladesh Participants of workshops, seminars and short courses.

#### Article IV

##### *The Executive Authority*

1. The Netherlands Party shall appoint the Royal Netherlands Embassy, Dhaka 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 Bangladesh University of Engineering and Technology (BUET) 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 Project Director assigned by the Water Resources Engineering Department of BUET.

#### Article V

##### *Delegating*

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*

1. 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 stating in detail the contribution of either Party, the number and duties of the advisers, their jobdescriptions, 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 itemised 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 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. 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 cus-

toms duties and taxes are only due upon the transfer of the equipment and materials to the Bangladesh Party of the 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 consultation with the Project Director submit to both Executive Authorities a semi-annual report in English 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 on all aspects of the work done in connection with the project.

#### Article XI

##### *Evaluation*

The Executive Authorities shall have the Project evaluated in the first half of 1998 and at the end of the Project period. Internal review may be organised as and when required and mutually agreed upon.

#### 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 Government.

#### Article XIII

##### *Entry into force and duration*

This Administrative Arrangement shall enter into force on the date of its signature by both Parties with retro-active effect from 1st of July 1995, and shall expire at the end of the period mentioned in Article 1, 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 16th February, 1998 in two originals in the English language.

*For the Netherlands Minister for Development Cooperation*

(sd.) D. C. B. DEN HAAS

D. C. B. den Haas  
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 16 februari 1998 in werking getreden, met terugwerkende kracht vanaf 1 juli 1995.

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Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Dhaka op 28 april 1998 tussen de bevoegde Nederlandse en Bengaalse autoriteiten een administratief akkoord tot stand gekomen inzake een project gericht op het vestigen van landlozen en hun gezinnen in nieuw aangeslibde gebieden in het zuid-oostelijk kustgebied van Bangladesh. De tekst van het akkoord luidt als volgt:

#### **Administrative Arrangement**

The Netherlands Minister for Development Cooperation being the competent Netherlands Authority for the purpose of this Administrative Arrangement, represented by the Netherlands Ambassador in Dhaka, hereinafter referred to as "the Netherlands Party",

and

The Government of the People's Republic of Bangladesh, represented by the Economic Relations Division of the Ministry of Finance, 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 "TA Study Project for Char Development and Settlement Project (CDSP) – Second Phase", hereinafter referred to as "the TA Project".

2. The aim of this project is to contribute to the economic and social development of the char areas in the south-eastern coastal part of Bangladesh by settling landless people on newly accreted land and by supporting the families involved.

3. The aforesaid cooperation between the two Parties is planned to last 22 months.

Article II

*The contribution by the Netherlands Party*

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

- Technical Assistance to a maximum cost of Dfl. 3,390,345.–
- Financial Assistance to a maximum cost of Dfl. 450,000.–

The total value of the Netherlands contribution is Dfl. 3,840,345.–. The technical assistance consists of consultancy services, investments, training and operational costs.

The financial assistance will cover the costs of physical works in the project area.

Article III

*The contribution by the Bangladesh Party*

The Bangladesh Party shall contribute a total amount of Tk. 2,165,000.– to the project for the financing of acquisition of land, staff salaries, office accommodations and training facilities. This value is estimated at Dfl. 100,000.–

Article IV

*The Executive Authorities*

1. The Netherlands Party shall appoint the Royal Netherlands Embassy 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 (in co-operation with the Ministry of Local Government, Rural Development and Cooperatives and the Ministry of Land) 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 Project Director, appointed by 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*

1. 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*

The Executive Authorities shall establish by common consent a Plan of Operations 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 lists 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 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.

## Article X

*Reporting*

At the end of every half year, the Team Leader and the Project Director shall submit a semi annual report in English on the progress made in the execution of the Project and on expenditures made to both the Executive Authorities.

On the termination of the Project the Team Leader and the Project Director shall submit a final report in English on all aspects of the work done in connection with the Project to all parties.

## Article XI

*Evaluation*

The Executive Authorities shall have the Project evaluated in 1999.

## Article XII

*Settlement of disputes*

Any dispute concerning the interpretation or implementation of this Administrative Arrangement which can not 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 on the date of the signature by both Parties with retro-active effect from September 1st, 1997 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 28 April 1998 in two originals in the English language.

*For and on behalf of the Minister for Development Cooperation*

(sd.) D. C. B. DEN HAAS

D. C. B. den Haas  
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 28 april 1998 in werking getreden, met terugwerkende kracht vanaf 1 september 1997.

Uitgegeven de *zestiende* september 1998.

*De Minister van Buitenlandse Zaken,*

J. J. VAN AARTSEN

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