

# TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

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JAARGANG 1980 Nr. 77

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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.

De in rubriek J afgedrukte akkoorden behoeven ingevolge artikel 62, eerste lid, letter b, niet de goedkeuring der Staten-Generaal alvorens in werking te kunnen treden.

G. INWERKINGTREDING

Zie *Trb.* 1978, 35.

J. GEGEVENS

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 19 september 1979 te Dacca tussen de bevoegde Nederlandse en Bengalese autoriteiten een administratief akkoord tot stand gekomen betreffende de uitvoering van het "Khulna Water Supply Project". De tekst van het akkoord luidt als volgt:

## Administrative Arrangement

The Netherlands Minister for Development Co-operation, being the Competent Netherlands Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Netherlands Party", represented in this matter by the Chargé d'Affaires a.i. of the Kingdom of the Netherlands at Dacca

and

the Government of the People's Republic of Bangladesh, represented by the Ministry of Finance, External Resources 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 Co-operation between the Kingdom of the Netherlands and the People's Republic of Bangladesh signed at Dacca on May 19, 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 "Khulna Water Supply Project", hereinafter referred to as "the Project".
2. The purpose of the Project is a further development of the water supply in the Khulna urban area.
3. This purpose shall be pursued by:  
a feasibility study on the watersupply within the Khulna area.
4. The aforesaid co-operation between the two Parties is planned to last 14 months.

### Article II

#### *The contribution of the Netherlands Party*

1. As its contribution to the Project the Netherlands Party undertakes:
  - to supply a qualified team of advisers for assignment in Bangladesh and to bear all expenses incurred by the advisers and their families within the framework of the Project, including the necessary technical support from the Netherlands;
  - to provide the necessary equipment and vehicles and to bear their CIF costs to the most suitable port or airport in Bangladesh, together with their costs of operation and maintenance;
  - to arrange and to bear the cost of transport of the Netherlands advisers within Bangladesh;

– to bear the costs of the necessary test drillings and pumping tests, which are to be carried out by a local contractor.

2. The value of the contribution by the Netherlands Party shall not exceed two million Netherlands guilders.

### Article III

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

As its contribution to the Project the Bangladesh Party undertakes:

– to provide the advisers with a sufficient number of qualified counterparts, skilled and unskilled assistants and to bear the cost of their salaries, allowances, emoluments and other rights;

– to engage local consultant firms as required by the advisers and to bear all expenses incurred by these firms within the framework of their contract for the Project;

– to provide and to bear the cost of fully furnished office accommodation in Khulna and Dacca for the advisers and the counterpart staff, including the cost of running and maintaining these offices;

– to provide all technical reports, records, drawings and any other technical, geological, economic or financial information, statistics and data necessary for the execution of the study;

– in general to take all measures which will facilitate co-operation between the Parties.

### Article IV.

#### *The Executive Authorities*

1. The Netherlands Party shall appoint the International Technical Assistance Department of 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 teamleader, who is to be appointed from among the Netherlands advisers.

2. The Bangladesh Party shall appoint the Ministry of Local Government, Rural Development and Co-operatives 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 Department of Public Health Engineering.

## Article V

*The Team-leader*

1. The Team-leader shall be responsible to the Netherlands Executive Authority for the implementation of the Netherlands contribution.

2. The Team-leader shall act in close consultation with the Executive Authority or with the authorities designated by that Authority and shall observe such operational instructions given by that Authority or such Authorities as may be considered relevant in the light of his duties and of the technical assistance to be given.

3. The Bangladesh Executive Authority shall provide the Team-leader with any relevant information that the latter consider reasonably necessary for the efficient execution of operations in the Project.

## Article VI

*Delegation*

Each of the Executive Authorities named in Article IV shall be entitled to delegate on its own responsibility, partly or entirely, its duties in connection with the Project to a third party. In doing so, the Executive Authorities shall inform each other in writing of the names of the persons or institutions delegated and of the extent of such delegation.

## Article VII

*The Schedule of Operations*

1. The Executive Authorities shall establish by common consent a Schedule 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.

2. The Schedule of Operations may be amended by common consent between the Executive Authorities.

## Article VIII

*Personnel*

The advisers supplied by the Netherlands Party shall enjoy the privileges and immunities described in Article 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, these 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 submit to both Executive Authorities a quarterly 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

### *Settlement of disputes*

Any dispute concerning the interpretation or implementation of this Administrative Arrangement which cannot be settled by consultations between the two Parties shall be referred to the respective Governments in a way to be decided upon by the latter.

## Article XII

### *Entry into force and duration*

This Administrative Arrangement shall enter into force on the date of signature by both Parties and shall expire either at the end of the period stated in Article I, paragraph 4, 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 Schedule of Operations, whichever date is the latter.

DONE at Dacca on the 19th day of September 1979 in two originals in the English language.

(sd.) T.F. THE

*For the Netherlands Minister for Development Co-operation*

(sd.) M. SAADAT HUSSAIN

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

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Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 29 oktober 1979 te Dacca tussen de bevoegde Nederlandse en Bengalese autoriteiten een administratief akkoord tot stand gekomen betreffende de uitvoering van een landwinningproject. De tekst van het akkoord luidt als volgt:

#### **Administrative Arrangement**

The Netherlands Minister for Development Co-operation, being the Competent Netherlands Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Netherlands Party", represented in this matter by the Chargé d'Affaires a.i. of the Kingdom of the Netherlands at Dacca,

and

the Government of the People's Republic of Bangladesh, represented by the Ministry of Finance, External Resources 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 Co-operation between the Kingdom of the Netherlands and the People's Republic of Bangladesh signed at Dacca on 19 May, 1977, hereinafter referred to as "the Agreement",

Recognizing the importance of initiating a planned landreclamation strategy, considering the desirability of co-operation between the two countries within the framework of the activities to be undertaken by the BWDB on landreclamation and estuary control,

*Have entered into the following Administrative Arrangement*

#### **Article I**

##### *The Project*

1. The two Parties shall jointly carry out a project, to be known as

“landreclamation Project”, hereinafter referred to as “the Project”.

2. The aim of the Project is to set up an organization for the collection of hydrographic and hydraulic data and other information in order to understand the morphologic processes in the eastern delta of Bangladesh and to provide new land for agriculture production and settlement of people.

3. The aim will be achieved in a way to be indicated in the Schedule of Operations, referred to in Article VII.

4. The co-operation between the two Parties is planned to last 3 years.

## Article II

### *The contribution of the Netherlands Party*

1. As its contribution to the Project the Netherlands Party undertakes:

- to supply a team of qualified advisers for an assignment in Bangladesh and to bear all expenses incurred by the advisers and their families;

- to provide equipment and bear the cost of its transportation (including insurance) to the most suitable port or airport in Bangladesh;

- to arrange and bear the cost of transport of the advisers within Bangladesh;

- to provide air-conditioning equipment, refrigerators, cooking ranges on behalf of the advisers;

- to provide a number of fellowships for Bangladesh staff to be trained in the Netherlands;

- to provide, if necessary, technical backstopping from the Netherlands.

2. The value of the contribution by the Netherlands Party shall not exceed 3.105.000 guilders.

## Article III

### *The contribution by the Bangladesh Party*

As its contribution to the Project the Bangladesh Party undertakes:

- to provide the advisers with adequate qualified counterpart staff, skilled and unskilled labour, and to bear the cost of their salaries, allowances, emoluments and other rights, and to bear the cost and maintenance of transport to and from the Project site;

- to set up a landreclamation office with head quarters at Dacca, site office at Chittagong and office and labour camp near Noakhali;

- to provide funds for experimentation works, cost of fuel and maintenance for survey vessels and other transport;

- to provide fully equipped office accomodation;

- to provide adequate family accommodation for the advisers and their families;
- to bear the cost of running and maintaining the offices together with the equipment supplied by the Netherlands;
- in general to take all measures which will facilitate co-operation between the Parties.

#### Article IV

##### *The Executive Authorities*

1. The Netherlands Party shall appoint the International Technical Assistance Department of 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, who is to be appointed from among the Netherlands advisers.

2. The Bangladesh Party shall appoint the Ministry of Power, Water Resources and Flood Control 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 Bangladesh Water Development Board.

#### Article V

##### *The team-leader*

1. The team-leader shall be responsible to the Netherlands Executive Authority for the 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 VI

##### *Delegation*

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



## Article VII

### *The Schedule of Operations*

1. The Executive Authorities shall establish by common consent a Schedule 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 Schedule of Operations shall include an itemized budget of the contribution of either Party, an Operations Priority Scheme, a time-table and lists of equipment and materials to be supplied by either Party.

2. The Schedule of Operations may be amended by common consent between the Executive Authorities.

## Article VIII

### *Personnel*

The personnel supplied by the Netherlands Party shall enjoy the privileges and immunities described in Article 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 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, after consultation with the Superintending Engineer, Land Reclamation Project, BWDB, submit to both Executive Authorities a quarterly 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

##### *Review*

One year after the Project has been started, the Executive Authorities shall provisionally evaluate the results of the Project.

#### Article XII

##### *Settlement of disputes*

Any dispute concerning the interpretation or implementation of this Administrative Arrangement which cannot be settled by consultations between the two 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 signature by both Parties and shall expire on the date on which the Project has been completed in conformity with the provisions of the Arrangement and of the Schedule of Operations.

DONE at Dacca on the 29th of October 1979, in two originals in English.

*For the Netherlands Minister for Development Co-operation*  
(sd.) T.F. THE

*For and on behalf of the Government of the People's Republic of Bangladesh*  
(sd.) M. SAADAT HUSSAIN

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Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 29 oktober 1979 te Dacca tussen de bevoegde Nederlandse en Bengalese autoriteiten een administratief akkoord tot stand gekomen betreffende

de uitvoering van het Nodulair-gietijzerproject (Vortex). De tekst van het akkoord luidt als volgt:

### **Administrative Arrangement**

The Netherlands Minister for Development Co-operation, being the Competent Netherlands Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Netherlands Party", represented in this matter by the Chargé d'Affaires a.i. of the Kingdom of the Netherlands at Dacca

and

the Government of the People's Republic of Bangladesh, represented by the Ministry of Finance, External Resources Division, being the Competent Bangladesh Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Bangladesch Party",

Having considered the agreement between the Government of the Kingdom of the Netherlands and the Government of the People's Republic of Bangladesh on the Nodular Cast Iron Project concluded at Dacca 10/26 November 1977<sup>1</sup>);

Having decided to continue the collaboration with respect to that Project;

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

Having entered into the following Administrative Arrangement:

#### Article I

##### *The Project*

1. The two Parties shall jointly carry out a project entitled "Nodular Cast Iron Project (Vortex)", hereinafter referred to as "the Project".

2. The aim of the Project is to introduce in Bangladesh the Vortex-process, and follow-up the T-Nock process for the production of nodular cast iron.

3. Co-operation between the two Parties is planned to last 2 years.

#### Article II

##### *The contribution of the Netherlands Party*

1. As its contribution to the Project and for follow-up of the T-Nock process the Netherlands Party undertakes:

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<sup>1</sup> Zie *Trb.* 1978, 12.

- to supply qualified advisers for a short assignment in Bangladesh and bear all expenses incurred by the advisers;
  - to provide equipment and bear the cost of its transportation (including insurance) to the most suitable port or airport in Bangladesh;
  - to provide a number of fellowships for Bangladesh staff to be trained in the Netherlands;
  - to provide funds to meet the costs of raw materials analysis and testing in the Netherlands;
  - to provide technical support from the Netherlands.
2. The value of the contribution by the Netherlands Party shall not exceed 600.000,- Netherlands guilders. .

### Article III

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

- As its contribution to the Project the Bangladesh Party undertakes:
- to provide the advisers with a sufficient number of qualified counterparts;
  - to select a Bangladesh company being in a position to introduce the Vortex-process;
  - to bear the cost of transporting and insuring the equipment made available by the Netherlands from the port of arrival in Bangladesh to its final destination;
  - to provide in time sufficient funds for the payment of all import duties and taxes imposed on the equipment made available by the Netherlands;
  - to provide funds to meet the costs of introduction of the Vortex-process;
  - to provide adequate family accommodation for the Netherlands advisers and their families;
  - to arrange for and bear the cost of transport of the Netherlands advisers within Bangladesh;
  - in general to take all measures which will facilitate the co-operation between the Parties.

### Article IV

#### *The Executive Authorities*

1. The Netherlands Party shall appoint the International Technical Assistance Department of 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, who is to be appointed from among the Netherlands advisers.

2. The Bangladesh Party shall appoint the Ministry of Industries 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 Bangladesh Steel and Engineering Corporation.

#### Article V

##### *The Schedule of Operations*

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

2. The Schedule of Operations may be amended by common consent between the Executive Authorities.

#### Article VI

##### *Personnel*

The advisers supplied by the Netherlands Party shall enjoy the privileges and immunities described in Articles II and III of the Agreement.

#### Article VII

##### *Equipment and Materials*

The provisions of Articles IV and V of the Agreement shall be applicable to the importation and exportation of the equipment and materials provided by the Netherlands Party.

#### Article VIII

##### *Settlement of disputes*

Any dispute concerning the interpretation or implementation of this Administrative Arrangement which cannot be settled by consultations between the two parties shall be referred to the respective Governments.

#### Article IX

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

This Administrative Arrangement shall enter into force, with

retroactive effect to December 1, 1978 on the date of signature by both Parties and shall expire either at the end of the period stated 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 Schedule of Operations, whichever date is the latter.

DONE at Dacca on the 29th of October 1979 in two originals in English.

*For the Netherlands Minister for Development Co-operation*  
(sd.) T.F. THE

*For and on behalf of the Government of the People's Republic of Bangladesh*  
(sd.) M. SAADAT HUSSAIN

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Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 30 januari 1980 te Dacca tussen de bevoegde Nederlandse en Bengalese autoriteiten een administratief akkoord tot stand gekomen inzake de uitvoering van het „Kushtia Target Group Project”. 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”, represented in this matter by the Charge d’Affaires a.i. of the Kingdom of the Netherlands at Dacca

and  
the Government of the People’s Republic of Bangladesh, represented by the Ministry of Finance, External Resources 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 Dacca 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, to be known as "Kushtia Target Group project", hereinafter referred to as "the project",

2. The aim of the project is the development of the rural poor in the three thanas of the Kushtia District.

3. The aim will be achieved in a way to be indicated in the Schedule of Operations, referred to in Article VII.

## Article II

*The contribution of the Netherlands Party*

1. As its contribution to the project the Netherlands Party undertakes:

- to supply a team of qualified advisers for an assignment in Bangladesh and to bear all expenses incurred by the advisers and their families;

- to provide equipment and bear the cost of its transportation (including insurance) to the most suitable port or airport in Bangladesh;

- to arrange and bear the cost of transport of the advisers within Bangladesh;

- to provide, if necessary, technical support from the Netherlands.

2. The value of the contribution by the Netherlands party shall not exceed 2.700.000,- guilders.

## Article III

*The contribution by the Bangladesh Party*

As its contribution to the project the Bangladesh party undertakes:

- to provide the advisers with a sufficient number of qualified counterparts and skilled and unskilled assistants and to bear the cost of their salaries, allowances, emoluments and other rights;

- to provide fully equipped office accommodation;

- to bear the cost of running and maintaining the offices together with the equipment supplied by the Netherlands;

- in general to take all measures which will facilitate cooperation between the parties.

## Article IV

*The Executive Authorities*

1. The Netherlands party shall appoint the International Technical

Assistance Department of 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, who is to be appointed from among the Netherlands advisers.

2. The Bangladesh party shall appoint the Ministry of Local Government, Rural Development and Co-operatives 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 Integrated Rural Development Programme (IRDP).

#### Article V

##### *The team-leader*

1. The team-leader shall be responsible to the Netherlands Executive Authority for the implementation of the Netherlands contribution to the project. At the same time the implementation of the Netherlands contribution to the project will need the approval of the IRDP.

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 VI

##### *Delegation*

Each of the Executive Authorities shall be entitled to delegate the duties in connection with the project under its responsibility partly or entirely to other authorities or organizations.

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

#### Article VII

##### *The Schedule of Operations*

1. The Executive Authorities shall establish by common consent a Schedule of Operations stating in detail the contribution of either party, the number of 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 Schedule of Operations shall include an itemized budget of the contribution of either party, an Operations priority Scheme, a time-table and lists of equipment and materials to be supplied by either party.

2. The Schedule of Operations may be amended by common consent between the Executive Authorities.

#### Article VIII

##### *Personnel*

The personnel supplied by the Netherlands party shall enjoy the privileges and immunities described in Article 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 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 submit to both Executive Authorities a quarterly 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

##### *Review*

Besides regular reviews of the project as provided for in the Schedule of Operations the Executive Authorities shall provisionally evaluate the results of the project at the end of the third project-year.

## Article XII

*Settlement of disputes*

Any dispute concerning the interpretation or implementation of this Administrative Arrangement which cannot be settled by consultations between the two parties shall be referred to the respective Governments.

## Article XIII

*Entry into force and duration*

1. This Administrative Arrangement shall enter into force on the date of signature by both parties and shall expire on the date on which the project has been completed in conformity with the provisions of the Arrangement and of the Schedule of Operations.

2. This Arrangement shall automatically terminate, if the Schedule of Operations referred to in Article VII will not be agreed upon by the Executive Authorities within three months after the signing of this Arrangement.

DONE at Dacca on the 30th day of January 1980 in two originals in English.

*For the Netherlands Minister for Development Cooperation:*

(sd.) T. F. THE

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

(sd.) M. SAADAT HUSSAIN

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Ter uitvoering van artikel I van de onderhavige Overeenkomst zijn op 30 januari 1980 te Dacca tussen de bevoegde Nederlandse en Bengalese autoriteiten brieven gewisseld houdende een administratief akkoord betreffende de uitvoering van het „Rajshahi Water Supply Project”. De tekst van de brieven luidt als volgt:

## Nr. I

No. 418

Dacca, January 30, 1980

Dear Mr Hussain,

With reference to the provisions of Article I of the Agreement concerning Technical Co-operation between the Kingdom of the Netherlands and the People's Republic of Bangladesh, signed at Dacca on May 19, 1977, I have the pleasure to inform you that the Netherlands Minister for Development Co-operation proposes to co-operate with the Bangladesh Ministry of Finance, External Resources Division, in the development of Rajshahi Water Supply – know as the "Rajshahi Water Supply Project" (hereinafter referred to as "the Project") – on the basis of the following.

1. a. The outlines for the project are laid down in a mission report prepared by Mr J. Zeper and Mr C. R. Meinardi, as well as in a PC II document, prepared by the Bangladesh Department of Public Health Engineering.

b. The mutual contributions to the project, the value thereof and the estimated duration of the co-operation has been specified in the aforementioned document.

2. The purpose of the project is a further development of the water supply in the Rajshahi urban area. The co-operation between the two parties in this project is planned to last 15 months.

3. As its contribution to the project the Netherlands party undertakes to provide the commitments suggested by the Zeper/Meinardi report on page 18 sub 7.1.

4. As its contribution to the project the Bangladesh party undertakes to provide the commitments, suggested by the Zeper/Meinardi report on page 18 sub 7.2.

5. The Netherlands party shall appoint the International Technical Assistance Department of 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 Teamleader, who is appointed from among the Netherlands consultants.

The Bangladesh Party shall appoint the Ministry of Local Government Rural Development and Co-operatives 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 Department of Public Health Engineering.

6. The Team-leader shall be responsible to the Netherlands Executive Authority for the implementation of the Netherlands

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

7. Each of the executive authorities shall be entitled to delegate on its own responsibility partly or entirely its duties in connection with the project to a third party. In doing so, the Executive Authorities shall inform each other in writing of the names of the persons or institutions delegated and of the extent of such delegation.

8. The Executive Authorities shall establish by common consent a schedule 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 Schedule of Operations shall include an itemized budget of the contribution of either Party, an Operations Priority Scheme, a time-table and lists of equipment and materials to be supplied by either Party.

The Schedule of Operations<sup>1</sup> shall form an integral part of this Administrative Arrangement.

The Schedule of Operations may be amended by common consent between the Executive Authorities.

9. The Netherlands Advisers to the Project shall enjoy the privileges and immunities described in Articles II and III of the Agreement.

10. The provisions of Article IV and V of the Agreement shall be applicable to the importation and exportation of the Netherlands equipment and materials for the Project. 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 the Bangladesh recipient agency. The Netherlands Party is in no way under an obligation to pay the customs duties or taxes.

11. The Team-leader shall submit to both Executive Authorities a quarterly Report in the 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 the English language on all the aspects of the work done in connection with the Project.

12. The Executive Authorities shall undertake a review of the activities under this project. They will establish a scheme for such a review which will form a part of the Schedule of Operations.

13. Any dispute concerning the interpretation or implementation of

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<sup>1</sup>) Het "Schedule of Operations" is niet afgedrukt.

what has been described above which cannot be settled by consultations between the two Parties shall be referred to the respective Governments in a way to be decided upon by the latter.

If the foregoing is acceptable to your Government Authorities, my Government has the honour to propose that this letter and the reply of your Ministry concurring therein shall constitute an Administrative Arrangement within the terms of the aforesaid Agreement, which shall enter into force on the date of your Ministry's reply and shall expire either at the end of the project period stated in paragraph 2, or on an earlier date if the Project has been completed in conformity with the foregoing provisions and those of the Schedule of Operations.

Yours sincerely,  
(sd.) T. F. THE

T. F. The  
Chargé d'Affaires a.i.

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Nr. II

No. DTA-3/ERD/79

Dacca, January 30, 1980

Dear Mr The,

Please refer to your letter No. 418 dated January 1980 which reads as follows:

(Zoals in Nr. I)

On behalf of my Government I confirm the understanding set out above.

Yours sincerely,  
(sd.) M. SAADAT HUSSAIN  
M. Saadat Hussain  
Joint Secretary,  
External Resources Division  
Ministry of Finance

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Uitgegeven de *achtentwintigste* mei 1980.

*De Minister van Buitenlandse Zaken,*  
C. A. VAN DER KLAUW

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