

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1981 Nr. 228

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

In overeenstemming met artikel 60, tweede lid, van de Grondwet zijn de in rubriek J van *Trb.* 1980, 77 afgedrukte administratieve akkoorden bij brieven van 2 september 1980 medegedeeld aan de Eerste en de Tweede Kamer der Staten-Generaal.

G. INWERKINGTREDING

Zie *Trb.* 1978, 35.

J. GEGEVENS

Zie *Trb.* 1980, 77.

Ter uitvoering van artikel I van de onderhavige Overeenkomst zijn op

26 mei 1981 te Dacca tussen de bevoegde Nederlandse en Bengalese autoriteiten brieven gewisseld houdende een administratief akkoord inzake technische ondersteuning van de „Bangladesh Inland Water Transport Authority” bij baggerwerkzaamheden.

De tekst van de brieven luidt als volgt:

Nr. I

No. 2265

BIWTA

Dacca, May 26, 1981

Dear Mr. Hussain,

With reference to the provisions of Article I of the Agreement concerning Technical Cooperation 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 Cooperation proposes to renew the cooperation with the Bangladesh Ministry of Finance, External Resources Division in the Dredging Management Advisory Team (hereinafter referred to as the "DMA Team") within the Bangladesh Inland Water Transport Authority (hereinafter referred to as BIWTA) in a Dredging and Management project on the basis of the following:

1. (a) The outlines of the project are laid down in the schedule of operations for the implementation of the activities of the DMA team of April 1980, prepared by the Dredging Engineering and Management studies.

(b) The mutual contributions and means to the project have been specified in the aforementioned schedule of operations. The Netherlands contribution to the project for 1980 and 1981 will be Dfl 750.000.- as agreed upon in the agreed minutes of February 28, 1980, between the Government of the People's Republic of Bangladesh and the Government of the Kingdom of the Netherlands.

2. The purpose of the project is to advise and assist BIWTA with respect to the activities related to dredging, such as identification, preparation, execution, calculation and cost analysis of dredging projects, the set up of repair and maintenance schedules and facilities, the execution of a scrap and build programme, as well as the appropriate organizational and managerial structure. The results to be obtained in the contract period are listed in the schedule of operations. The duration of the project is planned to last two years, starting from February 28, 1980.

3. As its contribution to the project the Netherlands Party undertakes to provide a project manager, a dredgemaster and an engineer for the period of two years.

4. Their tasks are described on page 9 of the schedule of operation.

5. As its contribution to the project the Bangladesh party undertakes to provide the experts with a sufficient number of qualified counterparts, skilled and unskilled assistants and to bear the costs of their salaries, allowances, emoluments and other rights, and it further undertakes to provide fully equipped office accommodation.

6. The Netherlands party shall appoint the Directorate-General for International Development Cooperation of the Netherlands Ministry of Foreign Affairs as the Netherlands Executive Authority in charge of the project.

7. The Bangladesh party shall appoint the BIWTA as the Executive Bangladesh Authority.

8. The Dutch experts will be responsible to the Netherlands Executive Authority for the implementation of the Netherlands contribution. The experts 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 experts with any information that may be considered necessary for the execution of the project.

9. 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.

10. The Netherlands experts within the project shall enjoy the privileges and immunities described in Article II and III of the Agreement.

11. The provisions of Articles 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, these 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 customs duties and taxes.

12. The Dutch experts will 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 expert 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.

13. The Netherlands Authority reserves the right to have a study made with respect to the project; if he exercises this right the Bangladesh Authority shall lend its full cooperation to the official designated by the Netherlands Authority, allowing them free access to buildings and premises and to any documents relevant to the project.

14. Any dispute concerning the interpretation or implementation of 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 the competent Bangladesh Authorities, I have 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.) W. SINNINGHE DAMSTE
Netherlands Ambassador

*Mr. Saadat Hussain
Joint Secretary, ERD
Ministry of Finance
Dacca*

Nr. II

External Resources Division
Ministry of Finance
Sher-e-Bangla Nagar
Dacca-7

D.-O. No. NL-13/ERD/79/

Date 26.5.1981

Dear Mr. Damsté,

I have the honour to acknowledge receipt of your letter No. 2265 dated 26th May, 1981, which reads as follows:

(Zoals in Nr. I)

I have the honour to communicate that my Government agree to the proposals contained in paragraphs 1 to 14 and that your letter and this letter in reply thereto shall constitute an Administrative Arrangement between the two Governments, which enters into force on the date of this reply.

Accept, Excellency, the assurances of my highest consideration.

Yours sincerely,
(sd.) M. SAADAT HUSSAIN
(M. Saadat Hussain)

H. E. Mr. W. Sinninghe Damsté
Ambassador a.i.
The Royal Netherlands Embassy
Gulshan, Dacca

Ter uitvoering van artikel I van de onderhavige Overeenkomst zijn op 26 mei 1981 te Dacca tussen de bevoegde Nederlandse en Bengalese autoriteiten brieven gewisseld houdende een administratief akkoord inzake technische ondersteuning van de „Bangladesh Waterdevelopment Board” bij baggerwerkzaamheden. De tekst van de brieven luidt als volgt:

Nr. I

Dacca, May 26, 1981

No. 2268
BWDB

Dear Mr. Hussain,

With reference to the provisions of Article I of the Agreement concerning Technical Cooperation 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 Cooperation proposes to renew the cooperation with the Bangladesh Ministry of Finance, External Resources Division in the Dredging Management Advisory Team (hereinafter referred to as the "DMA Team") within the Bangladesh

Water Development Board in a Dredging and Management Project on the basis of the following:

1. (a) The outlines of the project are laid down in the schedule of operations for the implementation of the activities of the DMA team of April 1980, prepared by the Dredging Engineering and Management studies.

(b) The mutual contributions and means to the project have been specified in the aforementioned schedule of operations. The Netherlands contribution to the project for 1980 and 1981 will be Dfl 750.000,— as agreed upon in the agreed minutes of February 28, 1980, between the Government of the People's Republic of Bangladesh and the Government of the Kingdom of the Netherlands.

2. The purpose of the project is to advise and assist the Water Development Board with respect to the activities related to dredging, such as identification, preparation, execution, calculation and cost analysis of dredging projects, the set-up of repair and maintenance schedules and facilities, the execution of a scrap and build programme, as well as the appropriate organizational and managerial structures. The duration of the project is planned to last two years, starting from February 28, 1980.

3. As its contribution to the project the Netherlands party undertakes to provide a project manager and a mechanical engineer for the period of two years.

4. The tasks of the project manager and the mechanical engineer are described in the schedule of operations.

5. As its contribution to the project the Bangladesh party undertakes to provide the experts with a sufficient number of qualified counterparts, skilled and unskilled assistants and to bear the costs of their salaries, allowances, emoluments and other rights, and it further undertakes to provide fully equipped office accommodation.

6. The Netherlands party shall appoint the Directorate-General for International Development Cooperation of the Netherlands Ministry of Foreign Affairs as the Netherlands Executive Authority in charge of the project.

7. The Bangladesh party shall appoint the Bangladesh Water Development Board as the Executive Bangladesh Authority.

8. The Dutch experts will be responsible to the Netherlands Executive Authority for the implementation of the Netherlands contribution. The experts 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 experts with any information that may be considered necessary for the execution of the project.

9. 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.

10. The Netherlands experts within the project shall enjoy the privileges and immunities described in Articles II and III of the Agreement.

11. The provisions of Articles 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 and taxes.

12. The Dutch experts will 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 expert 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.

13. The Netherlands Authority reserves the right to have a study made with respect to the project; if he exercises this right the Bangladesh Authority shall lend its full cooperation to the officials designated by the Netherlands Authority, allowing them free access to buildings and premises and to any documents relevant to the project.

14. Any dispute concerning the interpretation or implementation of 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 the competent Bangladesh Authorities, I have 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.) W. SINNINGHE DAMSTE
Netherlands Ambassador

*Mr. Saadat Hussain
Joint Secretary, ERD
Ministry of Finance
Dacca*

Nr. II

External Resources Division
Ministry of Finance
Sher-e-Bangla Nagar
Dacca-7

D.-O. No. DTA-4/ERD/78/

Date 26.5.1981

Dear Mr. Damsté,

I have the honour to acknowledge receipt of your letter No. 2268 dated 26th May, 1981, which reads as follows:

(Zoals in Nr. 1)

I have further the honour to confirm on behalf of the Government of the People's Republic of Bangladesh the foregoing arrangements and to agree that your letter and this letter shall be regarded as constituting an Administrative Arrangement between the two Governments, which will enter into force on the date of this reply.

I avail myself of this opportunity to extend to you the assurances of my highest consideration.

Yours sincerely,
(sd.) M. SAADAT HUSSAIN
(M. Saadat Hussain)

H. E. Mr. W. Sinninghe Damsté
Ambassador a.i.
The Royal Netherlands Embassy
Gulshan, Dacca

Uitgegeven de *achtentwintigste* oktober 1981.

De Minister van Buitenlandse Zaken,
M. VAN DER STOEL