

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1987 Nr. 195

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.

Het in rubriek J hieronder afgedrukte administratief akkoord heeft ingevolge additioneel artikel XXI, eerste lid, onderdeel b, van de Grondwet, juncto artikel 62, eerste lid, onderdeel b, van de Grondwet naar de tekst van 1972, niet de goedkeuring van de Staten-Generaal.

De in rubriek J van *Trb.* 1981, 228 afgedrukte administratieve akkoorden zijn bij brieven van 15 december 1981 medegedeeld aan de Eerste en de Tweede Kamer der Staten-Generaal.

G. INWERKINGTREDING

Zie *Trb.* 1978, 35.

J. GEGEVENS

Zie *Trb.* 1980, 77 en *Trb.* 1981, 228.

De onderhavige Overeenkomst is in overeenstemming met arti-

kel 102 van het Handvest der Verenigde Naties op 30 maart 1979 geregistreerd bij het Secretariaat der Verenigde Naties onder nr. 17672.

Ter uitvoering van artikel 1 van de onderhavige Overeenkomst is te Dhaka op 21 juli 1987 tussen de bevoegde Nederlandse en Bengalese autoriteiten een administratief akkoord tot stand gekomen inzake het Programma betreffende de samenwerking tussen Nederland en Bangladesh op het gebied van water- en sanitaire voorzieningen. De tekst van het administratief 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 Ambassador Extraordinary and Plenipotentiary of Her Majesty the Queen of the Netherlands at Dhaka, Mr. J. H. J. Jeurissen, and the Secretary, Local Government Division, Ministry of Local Government Rural Development & Cooperatives, Government of Bangladesh, Mr. Husain Ahmed being the competent Bangladesh Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Bangladesh Party",

Having decided to co-operate in the field of water supply and sanitation,

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 Dhaka on 19 May 1977, hereinafter referred to as "the Agreement",

Have entered into the following Administrative Arrangement:

Article I

The Programme

1. The two Parties shall make concerted efforts in executing a programme to be known as the Netherlands-Bangladesh Development Co-operation Programme on Water Supply and Sanitation, hereinafter referred to as "the Programme".

2. The general purpose of the Programme is to improve the health condition of the poorest people in rural areas and to this end to improve the water supply and sanitary conditions for these people.

3. The Programme shall comprise different projects in smaller rural centres. The choice of the project area(s) will be made by

common agreement between the Parties on the basis of consultation with other donor countries or international organizations, financing activities in the same field in Bangladesh.

4. The aforesaid co-operation between the two Parties is planned to last for a period of five years.

Article II

The Selection of Projects

With¹⁾ the framework of the aforementioned Programme, projects to be executed will be selected on the basis of the following guiding principles:

a. Beneficiaries

Priority will be given to projects directed towards the poor in rural and urban areas where the water supply and sanitary conditions do not even meet minimum local standards.

b. Manageability

Proper organizations and management are essential for the long term viability of the water supply and sanitation projects. The selection of the most viable management unit will therefore be an important input in the project design and will be adapted as much as possible to the local conditions.

c. Least Cost

In order to reach as many people as possible, the lowest investment and maintenance cost per beneficiary will be the main criterium for selecting the technology to be applied and be a factor in the selection of locations in which the projects will be implemented.

d. Low Flow

Consumers will have to accept relatively low, but economically feasible standards and simple technologies. From the point of view of health, providing reasonable easy access to safe drinking water is more important than high water-flows per capita.

Article III

Provisions for the Programme

The Programme and the respective projects shall be pursued by the provision of:

¹⁾ Lees: within.

- a. the necessary funds made available by both Parties in conformity with article IV, V and IX.
- b. a team of expatriate and local consulting engineers, who in respect of the Programme, shall render various support to the Ministry of Local Government, Rural Development and Co-operatives.
- c. a bilateral assistant expert for the duration of the Programme, who will work with the team as mentioned under b.
- d. counterpart staff in the Department of Public Health Engineering (hereinafter referred to as "DPHE") and other governmental and/or semi-governmental organisations.

Article IV

The Netherlands Contribution

1. As its contribution to the Programme and/or the different projects the Netherlands Party undertakes:
 - a. to engage (a consortium of) Netherlands consulting firms, hereinafter referred to as "the Consultant" who will assign a team of qualified expatriate experts, headed by a Programme Co-ordinator.
 - b. to engage one or more local consulting firms for assistance in the detailed design and on-the-spot supervision of the work to be executed within the Programme after consultation with DPHE;
 - c. to make available funds required for the engagement for the Consultant and the local consulting firm(s);
 - d. to provide one bilateral assistance expert (outside the existing cash ceiling of funds for Bangladesh);
 - e. to make available funds required for the procurement of materials and equipment according to the provisions as detailed in the Schedules of Operations, as mentioned in Article IX.
2. The total expenditure of the abovementioned Netherlands contribution shall be in order of an amount of five million Dutch Guilders (Dfl. 5.000.000) for the first year of operation. The same amount will be a guideline for the contribution of next year. The definite contribution of following years will be annually fixed after approval by the Netherlands Party of the separate project documents.
3. The schedule of operations of a project as mentioned in Article IX hereinafter shall specify which part of the Netherlands contribution for a project will be financed from the Netherlands Financial Assistance Funds (F.A-funds) and which part from the Netherlands Technical Assistance Funds (T.A-funds).

As a guideline the total Netherlands contribution for a project will consist of approximately 50% financial & 50% technical assistance.

Article V

The Bangladesh Contribution

1. As its contribution to the Programme and/or the different projects the Bangladesh Party undertakes:
 - a. to appoint a Programme Manager of the level of superintending engineer and to establish a DPHE-Programme Managers office;
 - b. to provide counterpart staff for all local activities in connection with the projects within the Programme;
 - c. to provide a well furnished office accommodation for the Consultant;
 - d. to make available the necessary Taka funds as well as reimbursable Taka funds against the Netherlands Financial Assistance funds, according to the provisions as detailed in the Schedules of Operations in Article IX;
2. The value of Bangladesh contribution is estimated at the equivalent of Dfl. 500.000,- a year.

Article VI

The Executive Authorities

1. The Netherlands Party shall appoint the Directorate General for International Co-operation of the Ministry of Foreign Affairs as the Netherlands Executive Authority in charge of the Programme.
2. The Bangladesh Party shall appoint the Chief Engineer of the Department of Public Health Engineering as the Bangladesh Executive Authority in charge of the implementation of the Programme.
3. The abovementioned Netherlands Executive Authority shall be represented in Bangladesh, as far as the day to day operations under the Programme are concerned, by the Netherlands Programme Co-ordinator.

Article VII

Delegation

Each of the Executive Authorities, mentioned in Article VI, shall be entitled to delegate under its own responsibility, partly of entirely, its duties in connection with the Programme to a third party. In doing so the Executive Authorities shall inform each other in writing of the institutions delegated and of the extent of such delegation.

Article VIII

The Programme Co-ordinator

The Netherlands Programme Co-ordinator shall be responsible to the Netherlands Executive Authority for the correct implementation of the Netherlands contribution. The Programme Co-ordinator 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 Programme Co-ordinator with any information that may be considered necessary for the execution of the Programme.

Article IX

The Schedules of Operations

1. For each project that is to be carried out within the Programme, the Executive Authorities shall establish in common agreement a Schedule of Operations indicating in detail:

- the contribution of either party; as a guideline 90% of the total costs of a project excluding customs, duties and sales tax (CDST) will be financed by the Netherlands Party, the remaining costs (10%) and C.D.S.T. will be financed by the Bangladesh Party;
- the number and the duties of the Netherlands staff;
- their job descriptions;
- the duration of their stay in Bangladesh;
- a description of the equipment and materials to be made available.

The Schedules of Operations shall – taking into account the Article IV and V of this Agreement – include a specified budget concerning each item of the contribution of either Party, a time-schedule and lists of equipment and materials to be supplied by either Party.

2. The Schedule of Operations shall form integral parts of this Administrative Arrangement, and will be agreed upon through exchange of letters between Netherland and Bangladesh Executive Authorities.

3. The Schedules of Operations may be amended in common agreement between the Executive Authorities.

Article X

Status of the Netherlands Staff

— The Netherlands staff to the Programme and projects shall enjoy

the privileges and immunities, mentioned in the Articles II and III of the Agreement on Technical Cooperation between the Kingdom of the Netherlands and the People's Republic of Bangladesh.

Article XI

Status of the Netherlands Equipment and Materials

The provision of Articles IV and V of the Agreement shall be applicable to the import of the Netherlands equipment and materials for the Programme.

Article XII

Reporting

The Netherlands Programme Co-ordinator shall submit quarterly reports in the English language on the progress and the expenditures made on the execution of the Programme to both Executive Authorities. At the termination of a project within the Programme the Programme Co-ordinator shall submit a final report in the English language on all aspects of the work done in connection with the project to all Parties involved.

Article XIII

Evaluation

The Executive Authorities shall evaluate the performance of the Consultant, the local consulting firms(s) and the DPHE counterpart organization as well as the actual implementation of the works in connection with the Programme by all parties involved at intervals, to be decided upon and to be laid down in each of the Schedules of Operations of the separate projects.

Article XIV

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 in order to be decided upon by the latter.

Article XV

Entry into Force and Duration

This Administrative Arrangement shall enter into force, with retro-active effect to 1 July 1985, on the date of signature by both Parties and shall expire at the end of the period mentioned in Article I, paragraph 4, of the Agreement or on the date on which the Programme has been completed in conformity with the provisions of this Agreement and of the Schedules of Operations, whichever date is the latter.¹⁾

DONE at Dhaka on the 21st day of July 1987 in two originals in the English language.

Netherland Party

For the Netherlands Minister of Development Cooperation

(sd.) J. H. J. JEURISSEN

J. H. J. Jeurissen

Ambassador

Kingdom of the Netherlands

Bangladesh Party

Ministry of Local Government Rural Development & Co-operatives

Local Government Division

(sd.) HUSAIN AHMED

Husain Ahmed

Secretary

Local Government Division

Het administratief akkoord is ingevolge zijn artikel XV op 21 juli 1987 in werking getreden, met terugwerkende kracht tot 1 juni 1985.

Uitgegeven de drieëntwintigste december 1987.

De Minister van Buitenlandse Zaken,

H. VAN DEN BROEK

¹⁾ Lees: later.