

# TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

---

---

JAARGANG 1989 Nr. 148

---

---

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.* 1988, 163.

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

Het in rubriek J van *Trb.* 1988, 163 afgedrukte administratief akkoord is bij brieven van 23 januari 1989 medegedeeld aan de Eerste en de Tweede Kamer der Staten-Generaal.

G. INWERKINGTREDING

Zie *Trb.* 1978, 35

J. GEGEVENS

Zie *Trb.* 1980, 77, *Trb.* 1981, 228, *Trb.* 1987, 195 en *Trb.* 1988, 163.  
Ter uitvoering van artikel I van de onderhavige Overeenkomst is te

Dhaka op 13 augustus 1988 tussen de bevoegde Nederlandse en Bengalese autoriteiten een administratief akkoord tot stand gekomen inzake het Landwinning-Project. De tekst van het administratief akkoord luidt als volgt:

### **Administrative Arrangement**

The Government of the People's Republic of Bangladesh, represented by the Ministry of Irrigation, Water Development and Flood Control, being the competent Bangladesh Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "The Bangladesh Party"

and

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 H.M. Ambassador of the Kingdom of the Netherlands at Dhaka

Having regard to the provision 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",

Recognizing the importance of land reclamation and considering the desirability of cooperation between the two countries within the framework of the activities to be undertaken by the BWDB on land reclamation and estuary control.

Have entered into the following Administrative Arrangement:

#### **Article I**

#### *The Project*

1. The two Parties shall jointly carry out a project, entitled "Land Reclamation Project", hereinafter referred to as "the Project".

2. The aim of the Project is to improve land reclamation in order to provide new land for agricultural production and settlement of people as well as to accumulate experience in land reclamation and land development.

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

## Article II

### *The Contribution by the Netherlands Party*

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

- expertise;
- investment costs for newly reclaimed polders;
- local costs financing;
- costs of surveys/part of housing cost;
- fellowships

all up to a maximum cost of Dfl. 15 mln (4.8 mln technical assistance and 10.2 mln financial assistance).

## Article III

### *The Contribution by the Bangladesh Party*

The Bangladesh Party shall make the following contribution to the provision of:

- establishment costs;
- costs of land acquisition;
- part of survey and housing cost;
- leases for genuine landless on Khasland.

## Article IV

### *The Executive Authorities*

1. The Netherlands Party shall appoint the Directorate General for International Cooperation, Asia Division (DAL/ZO) 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 be 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

*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 Teamleader*

1. The Netherlands Teamleader shall be responsible to the Netherlands Executive Authority for the correct implementation of the Netherlands contribution.

2. The Teamleader 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 Teamleader 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 job descriptions, the duration of their stay abroad and a description of the equipment and materials to be made available.

2. 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 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 Teamleader shall, after consultation with the Superintending Engineer, Land Reclamation Project, BWDB, submit to both Executive Authorities a semi-annual report in English on the progress made in the execution of the Project.

On termination of the Project the Teamleader 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 at the end of 1988.

## 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 January 1, 1987 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 the thirteenth day of August, nineteen hundred eighty eight, in two originals in the English language.

*For the Netherlands Minister for Development Cooperation,*

(sd.) J. H. J. JEURISSEN

J. H. J. Jeurissen  
Netherlands Ambassador

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

(sd.) S. AHSAN

S. Ahsan  
Secretary Ministry of Irrigation, Water Development and Flood Control

---

Het administratief akkoord is ingevolge zijn artikel XIII op 13 augustus 1988 in werking getreden, met terugwerkende kracht vanaf 1 januari 1987.

Uitgegeven de derde november 1989.

*De Minister van Buitenlandse Zaken,*

H. VAN DEN BROEK