

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1991 Nr. 190

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.* 1991, 23.

Het in rubriek J van *Trb.* 1991, 23 afgedrukte administratief akkoord is bij brieven van 10 juni 1991 medegedeeld aan de Eerste en de Tweede Kamer der Staten-Generaal.

Het in rubriek J hieronder afgedrukte administratief akkoord behoeft ingevolge artikel 91, juncto additioneel artikel XXI, eerste lid, onderdeel b, van de Grondwet en juncto artikel 62, eerste lid, onderdeel b, van de Grondwet naar de tekst van 1972, niet de goedkeuring van de 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 en *Trb.* 1991, 23.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Dhaka op 21 augustus 1991 tussen de bevoegde Nederlandse en Bengalese autoriteiten een administratief akkoord tot stand gekomen inzake een Proefproject op het gebied van het compartimenteren van polders. 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 Ambassador Extraordinary and Plenipotentiary of Her Majesty the Queen of the Netherlands at Dhaka, mr. H. Gajentaan

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 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",

Have entered into the following Administrative Arrangement:

Article I

The Project

1. The Project, to be known as "Flood Action Plan nr. 20: Compartmentalization Pilot Project" (hereafter called the Project) will be jointly financed and carried out by the Netherlands, the Federal Republic of Germany and the People's Republic of Bangladesh. This Administrative Arrangement concerns the cooperation between the Netherlands and the People's Republic of Bangladesh hereinafter to be referred to as "the two Parties".

2. The general aim of the Project is to establish appropriate water management systems for the development of protected areas so that criteria and principles for design, implementation and operation can be made available for the Flood Action Plan.

The objectives of the Project are to test the concept of compartmentalization in the field under real operating conditions, addressing all relevant socio-economic, institutional and environmental issues, and trying out water control works and watermanagement systems.

3. The aforesaid cooperation between the two Parties is planned to last 54 months.

Article II

The Contribution by the Netherlands Party

The Netherlands Party's contribution to the Project is the provision of

1. technical assistance based on the Terms of Reference of the Project to an amount of Dfl. 4,950,000.--. With regards to the technical assistance made available by the Netherlands Government, the Agreement is applicable;

2. financial assistance to an amount of Dfl. 3,180,000.--. The Project costs funded by the Bangladesh Water Development Board and other relevant authorities related to works carried out and procurement done will be reimbursed by the Netherlands Government. The reimbursement claims will be presented on quarterly basis (January 1, April 1, July 1 and October 1) of each year to the Netherlands Embassy at Dhaka. The claims are forwarded to the Netherlands Investment Bank for Developing Countries (NIO); certification thereof will be sought from the Netherlands Lead Consultant by the Netherlands Embassy.

Article III

The Contribution by the Bangladesh Party

The Bangladesh Party will finance Project costs i.e. US\$ 2 million including taxes and duties, land acquisition, relevant Government positions for staffing and office accommodation. A further amount will be made available to cover the taxes relief on imported personnel belongings etc. according to Article II and IV of the Agreement.

Article IV

The Executive Authorities

1. The Netherlands Party shall appoint the Directorate General for International Cooperation of the Netherlands Ministry of Foreign Affairs (DGIS) as the Netherlands Executive Authority in charge of the Netherlands contribution to the Project.

The Netherlands Executive Authority shall be represented in Bangladesh as far as the daily operations of the Project are concerned by the Team-leader appointed by the Netherlands Party.

2. The Bangladesh Party shall appoint the Ministry of Irrigation, Water Development and Flood Control as the Bangladesh Executive Authority in charge of the Project.

The Bangladesh Executive Authority shall as far as the daily operations of the Project are concerned be represented by the Bangladesh Water Development Board (BWDB).

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 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 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, and keep the Bangladesh Executive Authority apprised.

2. The Team-leader shall act in close consultation with the Bangladesh 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 Project Document

1. The Executive Authorities shall establish by common consent a Project Document indicating in detail;

- the contribution of the participating parties;
- the number and duties of the staff appointed by each Party;
- their job-descriptions;
- the duration of their assignment;
- a time-table;
- a specified budget;

– a description of the equipment and materials to be made available.

2. The Project Document shall form an integral part of this Administrative Arrangement.

3. The Project Document may be amended in common agreement by the Executive Authorities.

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 custom-duties and taxes on the equipment and materials supplied by the Netherlands Party, those custom-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 obligation to pay custom-duties or taxes.

Article X

Reporting, Review and Evaluation

1. The Team-leader shall in close consultation with the BWDB submit to the Executive Authorities an annual report in the English language on the progress made in the execution of the Project, besides other reports required to be submitted as per approved TOR.

2. At the termination of the Project the Team-leader shall submit to all parties involved a final report in the English language on all aspects of the work done in connection with the Project.

3. Annually, and if necessary more frequently the project activities shall be reviewed and evaluated by the parties participating in the Project.

Article XI

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 a way to be decided upon by the latter.

Article XII

Entry into Force and Duration

1. This Administrative Arrangement shall enter into force on the day of its signature by both Parties.

2. This Administrative Arrangement shall expire at the end of the period mentioned in Article I, paragraph 3, of this Arrangement or 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 21st of August, 1991 in two originals in the English language.

For the Netherlands Minister for Development Cooperation

(sd.) H. GAJENTAAN

(H. Gajentaan)
Ambassador

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

(sd.) F. R. CHAUDHURY

(F. R. Chaudhury)
Joint Secretary

Het akkoord is ingevolge zijn artikel XII, eerste lid, op 21 augustus 1991 in werking getreden.

Uitgegeven de *vierentwintigste* december 1991.

De Minister van Buitenlandse Zaken,

H. VAN DEN BROEK

INHOUD

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Administratief akkoord inzake een Proefproject op het gebied van het compartimenteren van polders; Dhaka, 21 augustus 1991	