

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1993 Nr. 173

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, 190.

Het in rubriek J van *Trb.* 1991, 190 afgedrukte administratief akkoord is bij brieven van 4 februari 1992 medegedeeld aan de Eerste en de Tweede Kamer der Staten-Generaal.

De in rubriek J hieronder afgedrukte administratieve akkoorden behoeven 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 en 190.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Dhaka op 15 januari 1992 tussen de bevoegde Nederlandse en Bengalese autoriteiten een administratief akkoord tot stand gekomen inzake een project betreffende waterbeheersing. 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",

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 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 Dhaka 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, entitled "Water Resources Engineering", hereinafter referred to as "the Project".

2. The aim of the Project is to reach an upgraded state of teaching facilities and possibilities for the post-graduates of the Department of Water Resources Engineering (WRE) of Bangladesh University of Engineering and Technology (BUET) in the fields of river training, flood control, policy analysis methods and techniques for water management.

3. The aforesaid cooperation between the two Parties is planned to last three years and six months.

Article II

The contribution by the Netherlands Party

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

- assignment of a resident senior engineer;
 - short term experts for workshops, short courses and research;
 - fellowships for Water Research Engineering-staff;
 - library-support;
 - limited supply of equipment;
- all up to an estimated cost of Dfl. 2,456,935,-.

Article III

The contribution by the Bangladesh Party

The Bangladesh Party shall make the following contribution (in kind) to the Project:

- availability of staff members BUET/WRE;
- facilities (lecture room, laboratory space) and personnel;
- means of transport;
- costs incurred by the Bangladesh participants of workshops, seminars and short courses.

Article IV

The Executive Authorities

1. The Netherlands Party shall appoint the Directorate General for International Cooperation 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.

2. The Bangladesh Party shall appoint the Bangladesh University of Engineering and Technology (BUET) 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 Project Director assigned by Water Resources Engineering Department of BUET.

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.

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 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.

The Plan of operations shall include and 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 en 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 in close consultation with the Project Director submit to both Executive Authorities a semi-annual 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

Evaluation

The Executive Authorities shall have the Project evaluated in the second half of 1993 and at the end of the project period. Internal reviews may be organised as and when required and mutually agreed.

Article XIII

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 on the day of its 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 latter.

DONE at Dhaka on 15th of January 1992 in two originals in the English language.

For the Netherlands Minister for Development Cooperation,

(sd.) H. GAJENTAAN

(sd.) (H. Gajentaan)
Ambassador

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

(sd.) F. R. CHAUDHURY

(sd.) (F. R. Chaudhury)
Joint Secretary

Het akkoord is ingevolge zijn artikel XIII op 15 januari 1992 in werking getreden.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Dhaka op 26 augustus 1993 tussen de bevoegde Nederlandse en Bengalese autoriteiten een administratief akkoord tot stand gekomen inzake een project betreffende de ontwikkeling van de particuliere zaadindustrie. 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 acting Chargé d'Affaires of the Kingdom of the Netherlands at Dhaka, A.R.M. Schutte,

and

The Government of the People's Republic of Bangladesh represented by the 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 provisions of Article I of the Agreement of 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 als "the Agreement",

Have entered into the following Administrative Arrangement

Article I

The Project

1. The two Parties shall carry out the implementation of the Technical Assistance component (Seed Policy Advisor) of the Project called "Development of Seed Industry in the Private Sector under Crop Diversification Programme (Netherlands Assistance)" hereinafter referred to as "the Project".

2. The aim of the Project is to contribute to the development of a viable seed industry in Bangladesh in which both the private and the public sector will play a role. In the short term the SPA wil facilitate and advise on the execution of the Seed Policy of Bangladesh.

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: technical assistance to a maximum cost of Dfl. 1.245.000,- (including Dfl. 40.000,- for evaluation)

Article III

The contribution by the Bangladesh Party

The Bangladesh Party shall make the following contribution to the Project: office facilities and secretarial support.

Article IV

The Executive Authorities

1. The Netherlands Party shall appoint the Directorate General for International Cooperation 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 Netherlands Embassy.

2. The Bangladesh Party shall appoint the Seed Wing of the Ministry of Agriculture 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 Director General (Seed), Seed Wing, Ministry of Agriculture.

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 of 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 Plan of Operations

The Executive Authorities shall establish by common consent a Plan of Operations stating the duties and responsibilities of the advisor.

Article VII

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 VIII

Reporting

The Seed Policy Advisor shall submit to both Executive Authorities a three monthly report on the progress made in the execution of the Project.

On the termination of the Project the Seed Policy Advisor shall submit to all parties involved a final report in sixfold on all aspects of the work done in connection with the Project.

Article IX

Evaluation

The Executive Authorities shall have the Project evaluated in the last year of the Project.

Article X

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 XI

Entry into force and duration

This Administrative Arrangement shall enter into force, 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 latter.

DONE at Dhaka on the 26th day of August 1993 in two originals in the English language.

For the Netherlands Minister for Development Cooperation,

(sd.) A. R. M. SCHUTTE

A. R. M. Schutte, Chargé d'Affaires a.i.

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

(sd.) MD. SIRAJUL ISLAM

Md. Sirajul Islam

Joint Secretary
Economic Relations Division
Ministry of Finance
Govt. of the People's Republic
of Bangladesh.

Het akkoord is ingevolge zijn artikel XI op 26 augustus 1993 in werking getreden.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Dhaka op 5 september 1993 tussen de bevoegde Nederlandse en Bengalese autoriteiten een administratief akkoord tot stand gekomen inzake een project betreffende gewasdiversificatie, tweede fase¹⁾. 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 Chargé d'Affaires a.i. of the Royal Netherlands Embassy at Dhaka, A. R. M. Schutte,

and

The Government of the People's Republic of Bangladesh represented by the 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 provisions of Article I of the Agreement of 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

¹⁾ De eerste fase is op 31 december 1992 geëindigd. Er is voor deze fase geen akkoord gesloten.

Article I

The project

1. The two Parties shall in cooperation with CIDA, carry out a Project, entitled "Crop Diversification Programme, Phase II", hereinafter referred to as "the Project".
2. The aim of the Project is to develop a self-sustainable seed industry with special emphasis on CDP crops seeds.
3. The aforesaid cooperation between the two Parties is planned to last 2 and a half years.

Article II

The Contribution by the Netherlands Party

The Netherlands Party shall make the following contribution to the Project: Technical assistance to a maximum amount of Dfl. 5.820.650,- (including Dfl. 200.000,- for evaluation) and Financial Assistance to a maximum amount of Dfl. 2.042.250,-, all up to a maximum cost of Dfl. 7.862.900,-.

Article III

The Contribution by the Bangladesh Party

The Bangladesh Party shall make the following contribution to the Project: local costs with regard to local personnel and BADC.

Article IV

The Executive Authorities

1. The Netherlands Party shall appoint the Directorate General for International Cooperation 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 Royal Netherlands Embassy.

2. The Bangladesh Party shall appoint the Ministry of Agriculture 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 Executive Director PIU of the Ministry of Agriculture.

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 operation 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.

The Plan of Operation 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. The POP shall be signed jointly by the Executive Authority of the Netherlands. The signed POP should be considered as an integral part of this Administrative Arrangement.

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 in close consultation with PIU submit to both Executive Authorities a three monthly report on the progress made in the execution of the Project. A copy will be submitted to the Royal Netherlands Embassy. One copy of the three monthly report shall also be submitted to PIU and project directors of BADC.

On the termination of the Project the Teamleader shall submit to all parties involved a final report in sixfold on all aspects of the work done in connection with the Project.

Article XI

Evaluation

The Executive Authorities shall have the Project evaluated in 1994 and at the end of the project. Prior to this evaluation the Executive Authorities have to give their formal approval upon the Terms of Reference, including the composition of the evaluation team.

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 1st 1993 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 latter.

DONE at Dhaka on the 5th day of September 1993 in two originals in the English language.

For the Netherlands Minister for Development Cooperation,

(sd.) A. R. M. SCHUTTE

A. R. M. Schutte, Chargé d'Affaires

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

(sd.) MD. SIRAJUL ISLAM

Md. Sirajul Islam, Joint Secretary ERD

Het akkoord is ingevolge zijn artikel XIII op 5 september 1993 in werking getreden, met terugwerkende kracht vanaf 1 januari 1993.

Uitgegeven de vierentwintigste november 1993.

De Minister van Buitenlandse Zaken,

P. H. KOOLJMANS

INHOUD

A.	TITEL	1
B.	TEKST	1
C.	VERTALING	1
D.	PARLEMENT	1
G.	INWERKINGTREDING	1
J.	GEGEVENS	2
	Administratief akkoord betreffende waterbeheersing; Dhaka, 15 januari 1992	2
	Administratief akkoord betreffende de ontwikkeling van de particuliere zaadindustrie; Dhaka, 26 augustus 1993	6
	Administratief akkoord betreffende gewasdiversificatie, tweede fase; Dhaka, 5 september 1993	10
