

17 (1977) Nr. 12

# TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

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JAARGANG 1996 Nr. 180

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A. TITEL

*Overeenkomst tussen het Koninkrijk der Nederlanden en de  
Volksrepubliek Bangladesh inzake de 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.* 1995, 120.

Bij brieven van 18 juli 1995 is het in rubriek J van *Trb.* 1995, 120 afgedrukte administratief akkoord ter kennis gebracht van de Eerste en de Tweede Kamer der Staten-Generaal.

De in rubriek J hieronder afgedrukte administratieve akkoorden behoeven in gevolge artikel 7, onderdeel b, van de Rijkswet goedkeuring en bekendmaking verdragen niet de goedkeuring der 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, *Trb.* 1991, 23 en 190, *Trb.* 1993, 173 en *Trb.* 1995, 120.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Dhaka op 12 september 1995 tussen de bevoegde Nederlandse en Bengaalse autoriteiten een administratief akkoord tot stand gekomen inzake een bijdrage aan de verhoging van de voedselproductie en -zekerheid door verbetering van de controle op de kwaliteit van zaaizaad. 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 Kingdom of the Netherlands at Dhaka,

and

The Government of the People's Republic of Bangladesh, represented by the Economic Relations Division of 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 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 "Strengthening of Seed Certification Agency", hereinafter referred to as "the Project".

2. The aim of the Project is the strengthening of the Seed Certification Agency, thereby contributing to the Government of Bangladesh policies of increased agricultural production and food security.

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

#### Article II

##### *The contribution by the Netherlands Party*

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

- financing of buildings, infrastructure and equipment up to a maximum of NLG 2.474.640,- (financial assistance);
- financing of local and expatriate consultants, transport, running costs and evaluations up to a maximum of NLG 6.595.560,- (technical assistance).

### Article III

#### *The contribution by the Bangladesh Party*

The Bangladesh Party shall make the following contributions to the Project: fulltime available, qualified and capable counterparts staff, making available existing infrastructure and the payment of investments.

The value of the Bangladesh contribution is estimated at BDT 27.300.000,- and will cover among other things, staff salaries, including Daily and Travel Allowances.

### 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 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, Seed Certification Agency.

### 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 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*

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 an itemized budget of the contribution of either Party, a time-table and list 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. Regarding the compulsory payment by the Bangladesh Party of the Bangladesh recipient agency of the customs duties and taxes on the equipment and materials supplied by the Netherlands Party, those custom duties and taxes are due at the time of clearance from the port or airport of the equipment and materials.

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 cooperation with the Seed Certification Agency submit to both Executive Authorities a semi-annual report on the progress made in the execution of the Project.

On the termination of the Project the Team Leader shall jointly submit to all parties involved a final report 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 last semester of 1997 and the first semester of 1999.

Article XII

*Settlement of disputes*

Any dispute concerning the interpretation or implementation of this Administrative Arrangement which can not 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 date of the signature by both Parties with retro-active effect from 15 May 1995 and shall expire at the end of the period mentioned in Article I, paragraph 3, of this Arrangement or on the date 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 12th day of September 1995 in two originals in the English language

*For the Netherlands Minister for Development Cooperation*

(s.d.) A. R. M. SCHUTTE

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

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

(sd.) ABU SALEH

Abu Saleh  
Joint Secretary ERD

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Het akkoord is ingevolge zijn artikel XIII op 12 september 1995 in werking getreden, met terugwerkende kracht vanaf 15 mei 1995.

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Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Dhaka op 9 november 1995 tussen de bevoegde Nederlandse en Bengaalse autoriteiten een administratief akkoord tot stand gekomen inzake een toegepast onderzoeksprogramma betreffende de produktie en toepassingsmogelijkheden van eendekroos. De tekst van het akkoord luidt als volgt:

#### **Administrative Arrangement**

The Netherlands Ambassador to Bangladesh, acting on behalf of 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 Government of the People's Republic of Bangladesh, represented by the Ministry of Finance, Economic Relations Division, 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 "Bangladesh/Duckweed Research Project", hereinafter referred to as "the Project".

2. The aim of the Project is to increase the local institutional capacity to execute research and extension activities in the field of duckweed based production and to improve the income and nutrition position of the rural population in Bangladesh.

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

## Article II

*The contribution by the Netherlands Party*

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

- financing of local and international experts, supporting staff, buildings, equipment and fellowships up to a maximum of NLG 9.354.500,- Technical Assistance, including NLG 160.000,- for evaluation;
- financing of research facilities, equipment and salaries up to a maximum of NLG 1.655.750,- Financial Assistance.

## Article III

*The contribution by the Bangladesh Party*

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

- Tk. 5.000.000,- for additional staff;
- Tk 15.000.000,- for taxes and import duties;
- Tk 20.000.000,- for existing buildings and staff.

## Article IV

*The Executive Authorities*

1. The Netherlands Party shall appoint 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 Ministry of Fisheries and Livestock 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 and two representatives, one each from Fisheries Research Institute (FRI) and Bangladesh Livestock Research Institute (BLRI).

## 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 Team Leader*

1. The 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 operation instructions given by the said Authority to the Project Director.
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, selection of advisors, the number and duties of the advisors, 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. Regarding the compulsory 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 cus-



toms duties are due at the time of clearance from the port or airport of the equipment and the materials. The Netherlands Party is in no way under an obligation to pay customs duties and taxes.

#### Article X

##### *Reporting*

The Team Leader and the Project Director shall jointly submit to both Executive Authorities a semi-annual report on the progress made in the execution of the Project.

On the termination of the Project, the Team Leader and Project Director shall jointly submit to all parties involved a final report on all aspects of the work done in connection with the Project.

#### Article XI

##### *Evaluation*

After the first year of project implementation (inception phase) a joint mission will appraise the strategies and planning as proposed by the project in its inception report. During the last year of implementation the project will be jointly evaluated.

#### Article XII

##### *Settlement of disputes*

Any dispute concerning the interpretation or implementation of this Administrative Arrangement which can not be settled amiably in consultation between both Parties shall be referred for settlement to a joint commission/committee consisting of equal numbers of experts nominated by the parties hereto.

#### Article XIII

##### *Entry into force and duration*

This Administrative Arrangement shall enter into force on 1 October 1995, or on the date of the 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 ninth day of November 1995 in two originals in the English language.

(sd.) R. A. VORNIS

R. A. Vornis  
Ambassador of the Kingdom  
of the Netherlands

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

(sd.) ABU SALEH

Abu Saleh  
Joint Secretary ERD

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Het akkoord is ingevolge zijn artikel XIII op 9 november 1995 in werking getreden.

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Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Dhaka op 7 december 1995 tussen de bevoegde Nederlandse, Deense en Bengaalse autoriteiten een administratief akkoord tot stand gekomen inzake een project gericht op de verhoging van de fysieke veiligheid van de bevolking in het zuidoostelijk kustgebied van Bangladesh en op de bevordering van een duurzame ontwikkeling in dit gebied. De tekst van het akkoord luidt als volgt:

#### **Administrative Arrangement**

The Government of the Kingdom of the Netherlands, represented by 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 Government of the Kingdom of Denmark, represented by the Danish Ministry of Foreign Affairs, being the competent Danish Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Danish Party",

The Government of the People's Republic of Bangladesh, represented by the Economic Relations Division (ERD), being the competent Bangladesh Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Bangladesh Party",

Having regard to the intentions of the three Parties to increase the physical safety of the population along the South-Eastern coastal area's and off-shore islands of Bangladesh and to promote sustainable development;

Considering the wish of the Danish and the Netherlands Parties to jointly finance the hereafter mentioned Project for equal parts;

Have entered into the following Administrative Arrangement:

#### Article I

##### *The Project*

1. The three Parties shall jointly carry out a project, entitled "Meghna Estuary Study Flood Action Plan 5B", hereinafter referred to as "the Project". The Project is described in more details in the Technical Assistance Project Proforma (TAPP) approved by the Government of Bangladesh in May 1994 and in the Project Document.

2. The aim of the Project is to increase the operational knowledge in the field of hydrological, hydraulic and morphological processes in the Meghna Estuary, institutional development and assessment of suitable methods for land reclamation protection of existing land against erosion.

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

#### Article II

##### *Project implementation*

The Project will be implemented in accordance with the provisions 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".

#### Article III

##### *The Executive Authorities*

1. The Danish Party shall appoint DANIDA of the Danish Ministry of Foreign Affairs as the Danish Executive Authority in charge of the Project.

The Netherlands Party shall appoint the Netherlands Ministry of Foreign Affairs as the Netherlands Executive Authority in charge of the Project.

The Netherlands Party and the Danish Party agree that the Netherlands Ministry of Foreign Affairs will be the leading donor agency and

the coordinator of the Project and that its procedures shall apply to the procurement and execution of the Project.

2. The Bangladesh Party shall appoint the Ministry of Water Resources as the Bangladesh Executive Authority in charge of the Project. The Bangladesh Executive Authority, as far as the daily operations of the project are concerned, be represented by the Bangladesh Water Development Board (BWDB).

#### Article IV

##### *The contribution to the Project*

1. The Bangladesh Party shall make the following contribution to the Project:

Local staff and its office accommodations, office accommodation for the Consultants Team in Chittagong, custom duties and taxes, acquisition of land, and maintenance of Government of Bangladesh transport.

The Bangladesh contribution is estimated at an amount of USD 1,1 million.

2. The Netherlands Party and the Danish Party will on a fifty-fifty basis finance the Project. The total maximum contribution of both parties for the project is NLG 11.000.000, which includes a Technical Assistance component of NLG 10.000.000 (consulting services, equipment, operational and training costs, the cost of repair and the purchase of spare parts for the survey-vessel "Anwasha" as well as a component for evaluation studies), and a Financial Assistance component of NLG 1.000.000, which will cover the cost of physical works in the project area under the heading "small scale interventions".

The Danish contribution will be channelled through the Netherlands Party in accordance with the provisions of article V of this arrangement.

3. Disbursement of the Danish and Netherlands contributions shall be effected through the Netherlands Ministry of Foreign Affairs separately on an advance payment basis. Every six months the Netherlands Ministry of Foreign Affairs shall inform DANIDA on the actual costs incurred, upon which DANIDA shall reimburse the Netherlands Ministry of Foreign Affairs within one month up to fifty percent of the expenses.

#### 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 Team Leader/Project Director*

1. The Netherlands Executive Authority and the Danish Executive Authority shall be represented in as far as the daily operations under the Project are concerned by a Team Leader of the Consultant Consortium, to be appointed by the Netherlands Ministry of Foreign Affairs in consultation with DANIDA and the Bangladesh Water Development Board (BWDB). The Team Leader shall be responsible to the Netherlands and/or Danish Executive Authorities for the correct implementation of the Netherlands and/or Danish contribution.

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

The Project Director with supporting staff will be responsible for the daily supervision of the Project activities.

3. The Team Leader and the Project Director shall act in close consultation with each other and respect the operational instructions given by the BWDB to the Bangladesh personnel.

4. The Bangladesh Executive Authority shall provide the Team Leader and the Project Director 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 each 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 forms an integral part of this Administrative Arrangement.

2. The Plan of Operations shall include an itemized budget of the contribution of each Party, a time table and lists of equipment and materials to be supplied by each Party, and an Operations Priority Scheme.

3. The Plan of Operations may be amended in writing between the three Parties.

## Article VIII

*Status of the Netherlands/Danish Staff*

The personnel supplied by the Netherlands Party and the Danish 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 and/or Danish 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 the materials supplied by the Netherlands and/or Danish Party, those customs duties and taxes are due only at the time of clearance from the port/airport of the equipment and materials to the Bangladesh Party or Bangladesh recipient agency.

The Netherlands/Danish 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 of the BWDB submit to the Executive Authorities a semi-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.

On the termination of the Project, the Team Leader shall in close consultation with the Project Director of the BWDB submit to all parties involved a final report in the English language on all aspects of the work done in connection with the Project.

## Article XI

*Evaluation*

Annually, and if necessary more frequently, the Project activities shall be reviewed and evaluated by the parties participating in the project. The evaluation dates will be determined after the start of the Project.

## Article XII

*Settlement of disputes*

Any dispute concerning the interpretation or implementation of this Administrative Arrangement which can not be settled in consultation between the Parties shall be referred to the respective Governments.

## Article XIII

*Entry into force, termination and duration*

1. This Administrative Arrangement shall enter into force on the date of signature by all Parties and shall expire at the end of the period men-

tioned 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 the Terms of Reference as spelled out in the TAPP and in the Project Document, whichever date is the later, or on termination of the Project in accordance with Paragraph 2 of this article.

2. The parties may terminate the project by agreement through an exchange of notes, or unilaterally by notice of termination which shall take effect six months after the day of receipt of such notice by the other parties.

DONE at Dhaka on the 7th day of December 1995 in three originals in the English language.

*For the Netherlands Minister for Development Cooperation*

(sd.) R. A. VORNIS

R. A. Vornis  
Ambassador of the  
Kingdom of the Netherlands

*For the Government of the Kingdom of Denmark*

(sd.) KNUD KJAER NIELSEN

Knud Kjaer Nielsen  
Chargé d'Affaires e.p.

*For the Government of the People's Republic of Bangladesh*

(sd.) ABU SALEH

Abu Saleh  
Joint Secretary ERD  
Ministry of Finance

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Het akkoord is ingevolge zijn artikel XIII, eerste lid, op 7 december 1995 in werking getreden.

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Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Dhaka op 7 december 1995 tussen de bevoegde Nederlandse en Bengaalse autoriteiten een administratief akkoord tot stand gekomen inzake

een project betreffende gewasdiversificatie, derde fase.<sup>1)</sup> De tekst van het akkoord luidt als volgt:

#### **Administrative Arrangement**

The Netherlands Ambassador to Bangladesh, acting on behalf of 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 Government of the People’s Republic of Bangladesh, represented by the Economic Relations Division of 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 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 “Crop Diversification Programme (Strengthening and Development of the Seed Industry in Bangladesh); Phase III”, hereinafter referred to as “the Project”.

2. The overall objectives of the Project are:

- increased use of improved varieties and quality seeds, with special emphasis on CDP crops and
- strengthening and development of the seed industry.

The short-term objectives (outputs) of the project will be:

- to assist Bangladesh Agricultural Development Corporation (BADC) Seed Wing in fulfilling its role in line with the national Seed Policy;
- to improve the capability of the private sector to produce, procure, process and market quality seeds;
- to increase awareness and capability of Non Governmental Organisations (NGO’s) to develop and implement seed related programmes;
- to assess needs and constraints of the informal sector;

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<sup>1)</sup> Voor de tweede fase zie *Trb.* 1993, 173, blz. 10 e.v.



- to develop and implement in collaboration with relevant agencies an action programme for the informal sector;
  - to improve communication and linkages between sectors.
3. The aforesaid cooperation between the two Parties is planned to last four years.

## Article II

### *The contribution by the Netherlands Party*

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

- Financing of long and short term experts, local personnel;
- Financing of training costs, survey and fellowships;
- Financing of cost of activities (such as product and market development, Seed Industry Promotion Unit);
- Evaluations,

all up to a maximum of NLG 8.250.000,- and financing of two associate experts will be made from outside the committed NLG 8.250.000,-.

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

- Rehabilitation and modernization of certified seed potato storage facilities;
- Purchase and installation of cooling systems for these facilities;
- Construction and packing facilities;
- Supply of 225 tons seed potatoes from the Netherlands;
- Mechanization of the foundation seed potato production of BADC's Domar Farm;
- Construction of gene bank/cold store for IPV seeds;
- Purchase of computer systems and fax equipment for BADC/s marketing division, all up to a maximum of NLG 3.650.000,-.

## Article III

### *The contribution by the Bangladesh Party*

The contribution by the Government of Bangladesh to the Project is approximately Taka 10,808.- lakh (gross cost) as described in the approved Project Concept Papers (PCP's), for

- a) private sector/project coordinating unit,
- b) BADC's tuber crops division, and
- c) BADC's pulses and oilseeds division.

The contribution of the Government of Bangladesh, including Bangladesh Agricultural Development Corporation, will include:

- Financing of salaries and allowances of Project Director and Project Coordinating Unit Staff;
- Financing of operational cost of the Project Director' and the Project Coordinating Unit's office;

- The ensurance of the availability of qualified personnel and appropriate infrastructural facilities;
- Operational costs of BADC's tuber crops and pulses and oilseeds division;
- Budget for CDST, according to financial planning as described in project document.

#### 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 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 Project Coordinating Director.

#### 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 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*

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 an itemized budget of the contribution of either Party, a time table and list of equipment and materials to be supplied by either Party, and an Operations Priority Scheme.

The Joint Formulation Mission Report, the PCP's and the Joint Inception Report may be sequentially treated as parts of the Plan of Operation.

## 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 on the said equipment and materials.

2. Regarding the compulsory 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 custom duties and taxes are due at the time of clearance from the port or airport of the equipment and materials.

The Netherlands Party is in no way under an obligation to pay the customs duties or taxes.

## Article X

*Reporting*

The Project Director shall in close cooperation with the Team Leader 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 Project Director 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 last trimester of 1997 and in June 1999 (final evaluation).

Article XII

*The Audit*

The contribution by the Bangladesh Party will be audited as per existing rules of the Government of Bangladesh. The contribution by the Netherlands Party can be audited by an external auditor, acceptable to both the Executive Authorities.

Article XIII

*Settlement of disputes*

Any dispute concerning the interpretation or implementation of this Administrative Arrangement which can not be settled in consultation between both Parties shall be referred to the respective Governments.

Article XIV

*Entry into force and duration*

This Administrative Arrangement shall enter into force, with retroactive effect on 1 September 1995, on the date of the 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 7th day of December 1995 in two originals in the English language.

(sd.) R. A. VORNIS

R. A. Vornis  
Ambassador of the  
Kingdom of the Netherlands

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

(sd.) ABU SALEH

Abu Saleh  
Joint Secretary ERD  
Ministry of Finance

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Het akkoord is ingevolge zijn artikel XIV op 7 december 1995 in werking getreden, met terugwerkende kracht tot 1 september 1995.

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Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Dhaka op 7 december 1995 tussen de bevoegde Nederlandse en Bengaalse autoriteiten een administratief akkoord tot stand gekomen inzake een project gericht op het behouden, uitbouwen en integreren van de kennis op het gebied van het milieu en van geografische informatiesystemen in de nationale waterplanningsorganisatie. De tekst van het akkoord luidt als volgt:

#### **Administrative Arrangement**

The Netherlands Ambassador to Bangladesh, acting on behalf of 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 Government of the People's Republic of Bangladesh, represented by the Ministry of Finance, Economic Relations Division, 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 “Environment and Geographic Information System (GIS) Support Project for the Water Sector”, hereinafter referred to as “the Project”.

2. The overall development objective of the project is:  
to assist the Ministry of Water Resources and Flood Plan Coordination Organisation to preserve the existing FAP-16 Environmental and FAP-19 GIS capabilities, and to build upon and institutionalize the same by integrating these into the organisational framework for national water planning.

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

## Article II

*The contribution by the Netherlands Party*

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

- Financing of technical experts salaries and financing of local technical, administrative and support staff;
- Financing of travel costs, transport, daily allowances, office costs and other direct costs;
- all up to a maximum cost of NLG. 3.322.111,-.

## Article III

*The contribution by the Bangladesh Party*

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

- Financing of Government of Bangladesh staff salaries;
- Supply of all equipment from the previous USAID funded project;
- All up to a maximum cost of Lakh Taka 122.76.

## Article IV

*The Executive Authorities*

1. The Netherlands Party shall appoint 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 Ministry of Water Resources 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 Chief Engineer and two senior experts.

#### 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 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 an itemized budget of the contribution of either Party, a time table, 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 the materials supplied by the Netherlands Party, those customs duties and taxes are only due upon the transfer of the equipment and the 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.

3. The Government of Bangladesh will put at the disposal of the project all equipment/material from the United States Agency for International Development (USAID) funded Irrigation Support Project for Asia and the Near East (ISPAN) project as handed over to the Government of Bangladesh through the exchange of letters between ISPAN and the Government of Bangladesh at the completion of the project. It is agreed that the equipment and materials will be for the exclusive use of and for the duration of the project.

## Article X

*Reporting*

The Team Leader shall in close consultation with the Project Director submit to both Executive Authorities a semi-annual report 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 on all aspects of the work done in connection with the Project.

## Article XI

*Evaluation*

The Executive Authorities shall have the Project evaluated in July 1997.

## Article XII

*Settlement of disputes*

Any dispute concerning the interpretation or implementation of this Administrative Arrangement which can not 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 1 September 1995 on the date of the signing 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 7th day of December 1995 in two originals in the English language.

(sd.) R. A. VORNIS

R. A. Vornis  
Ambassador of the  
Kingdom of the Netherlands

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

(sd.) ABU SALEH

Abu Saleh  
Joint Secretary ERD  
Ministry of Finance

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Het akkoord is ingevolge zijn artikel XIII op 7 december 1995 in werking getreden, met terugwerkende kracht tot 1 september 1995.

Uitgegeven de tweeëntwintigste juli 1996.

*De Minister van Buitenlandse Zaken,*

H. A. F. M. O. VAN MIERLO

## INHOUD

A.	TITEL . . . . .	1
B.	TEKST . . . . .	1
C.	VERTALING . . . . .	1
D.	PARLEMENT . . . . .	1
G.	INWERKINGTREDING . . . . .	1
J.	GEGEVENS . . . . .	1
	Administratief akkoord inzake een bijdrage aan de verhoging van de voedselproductie en -zekerheid door verbetering van de controle op de kwaliteit van zaaizaad; Dhaka, 12 september 1995 . . . . .	2
	Administratief akkoord inzake een toegepast onderzoeksprogramma betreffende de productie en toepassingsmogelijkheden van eendekroos; Dhaka, 9 november 1995 . . . . .	6
	Administratief akkoord inzake een project gericht op de verhoging van de fysieke veiligheid van de bevol- king in het zuidoostelijk kustgebied van Bangladesh en op de bevordering van een duurzame ontwikke- ling in dit gebied Dhaka, 7 december 1995 . . . . .	10
	Administratief akkoord inzake een project betref- fende gewasdiversificatie, derde fase; Dhaka, 7 december 1995 . . . . .	16
	Administratief akkoord inzake een project gericht op het behouden, uitbouwen en integreren van de kennis op het gebied van het milieu en van geografische informatiesystemen in de nationale waterplannings- organisatie; Dhaka, 7 december 1995 . . . . .	21

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