

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 2004 Nr. 171

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, *Trb.* 1999, 151 en *Trb.* 2001, 158.

Het in rubriek J hieronder afgedrukte administratief akkoord behoefde ingevolge artikel 7, onderdeel b, van de Rijkswet goedkeuring en bekendmaking verdragen 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, *Trb.* 1991, 23 en 190, *Trb.* 1993, 173, *Trb.* 1995, 120, *Trb.* 1996, 180 en 335, *Trb.* 1997, 102 en 312, *Trb.* 1998, 213, *Trb.* 1999, 151 en *Trb.* 2001, 158.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Dhaka op 2 november 2003 tussen de bevoegde Nederlandse en Bengaalse autoriteiten een administratief akkoord tot stand gekomen inzake het project „Integrated Planning for Sustainable Water Management (IPSWAM)”. De tekst van het 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 Sjeff IJzermans, Ambassador of the Kingdom of the Netherlands to Bangladesh,

and

The Economic Relations Division of the Ministry of Finance, Government of the People’s Republic of Bangladesh, 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 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 Project

1. The two Parties shall jointly carry out a project, entitled “Integrated Planning for Sustainable Water Management (IPSWAM)”, hereinafter referred to as “the Project”.

2. The objective of this Project is to strengthen the capacity of water sector organisations, including local level Water Management Organisations, the different offices of the Bangladesh Water Development Board (headquarters and regional/local level) and to a limited extent Local Government Institutions, to responsibly assume their roles as specified in the National Water Policy and the Guidelines for Participatory Water Management.

3. The aforesaid implementation of the Project by the two Parties is planned to last five years.

Article II

The contribution by the Netherlands Party

The Netherlands Party shall make a total maximum contribution to the project of EUR 11,982,065. Of this contribution a maximum amount of EUR 7,236,180 will be made available as Technical Assistance through direct contracting by the Netherlands Party and a maximum amount of EUR 4,541,685 will be made available as Financial Assistance to the

Bangladesh Water Development Board (BWDB). A maximum amount of EUR 204,200 will be available for a Joint Mid Term Review Mission and for Joint Annual Review Missions.

Article III

The contribution by the Bangladesh Party

The Bangladesh Party shall make the contribution to the Project of Bangladesh Taka 252,500,000 in accordance with the Project Document referred to in Article VII, paragraph 1 of this Arrangement.

Article IV

The Executive Authorities

1. The Netherlands Party shall appoint the Royal Netherlands Embassy in Dhaka 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 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 shall be represented, in as far as the daily operations under the Project are concerned, by the Director DP-III of 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 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 shall 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. On the basis of the Report of the Committee for Reformulation of the IPSWAM Programme, January 2001 (revised version May 2002), hereinafter referred to as the "Project Document", the Executive Authorities shall formulate by common consent an Inception Report stating the overall approach, the management cycle (reporting and formulation of annual plans), 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 Inception Report will include a detailed Plan of Operations for the first year of the Project. For each consecutive year of the Project, an Annual Plan of Operations will be prepared on the basis of the Project Document.

2. The Annual Plans of Operations shall include an itemized budget of the contribution of either Party, a timetable and lists of equipment and materials to be supplied by either Party, and an Operation 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 import and export of the equipment and materials provided by the Netherlands Party as well as to the status of the said equipment and materials.

2. The imported project equipment shall be subject to payment of Customs Duty and Value Added Tax (CD/VAT etc) by the project implementing agency at clearance stage.

3. Machinery, tools, implements and equipment imported for projects on re-exportable basis will be allowed temporary importation facilities

under sections 35 & 36 of the Customs Act, 1969 currently in force in Bangladesh and rules framed thereunder.

4. Any supplies and services received or provided locally under the Project will be subject to domestic VAT etc. as per provisions of relevant acts and rules.

5. The Netherlands Party is in no way under an obligation to pay the Customs Duty or VAT etc.

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 every six months on the progress made in the execution of the Project and on the expenditure incurred by both Executive Authorities. Approval or rejection of expenditures made from the Netherlands contribution is entirely and solely at the discretion of the Netherlands Executive Authority. On termination of the Project, the Team Leader shall submit to all parties involved in 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 annually by a Joint Annual Review Mission. These missions will review the achievements of the past year, thoroughly appraise the Annual Plan of Operations for the coming year, and if necessary propose changes in project activities beyond the one-year period. In May 2005, the Executive Authorities shall have the Project evaluated by a Joint Mid Term Review Mission.

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 on the date of signature by both Parties and shall expire at the end of the period men-

tioned in Article 1, 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 2 November 2003 in duplicate in the English language

For and on behalf of the Netherlands Minister for Development Cooperation

SJEF L. IJZERMANS

Sjef L. IJzermans
Ambassador Royal Netherlands Embassy in Dhaka

For and on behalf of the Economic Relations Division of the Ministry of Finance, Government of the People's Republic of Bangladesh

M. TASADDUQ HUSSAIN BEG

Mr. Mirza Tasadduq Hussain Beg
Secretary Economic Relations Division Ministry of Finance

Het akkoord is ingevolge zijn artikel XIII in werking getreden op 2 november 2003.

Uitgegeven de vierentwintigste juni 2004.

De Minister van Buitenlandse Zaken,

B. R. BOT