

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 2019 Nr. 96

A. TITEL

*Overeenkomst tussen het Koninkrijk der Nederlanden en de Volksrepubliek Bangladesh inzake technische samenwerking;
Dhaka, 19 mei 1977*

Voor een overzicht van de verdragsgegevens, zie verdragsnummers 001008 en 013593 in de Verdragenbank.

B. TEKST

Ter uitvoering van artikel I van de Overeenkomst is te Dhaka op 13 mei 2019 tussen de bevoegde Nederlandse en Bengaalse autoriteiten een administratief akkoord, met werkschema, tot stand gekomen inzake het project "Support to the Implementation of the Bangladesh Delta Plan 2100". De Engelse tekst van het administratief akkoord, met werkschema, luidt als volgt:

Administrative Arrangement

The Minister for Foreign Trade and Development Cooperation of the Netherlands, 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 of the Kingdom of the Netherlands in Dhaka, 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 "Support to the Implementation of the Bangladesh Delta Plan 2100", hereinafter referred to as "the Project".
2. The aim of the Project is to support effective implementation of the Bangladesh Delta Plan 2100 (BDP 2100) by strengthening the capacity of the coordination and implementing organisation of the BDP 2100, facilitating the formulation and implementation of fast track projects, the establishment of mid-term investment plans and their integration in the 8th Five Year Plan and reviewing the implementation of the BDP 2100 on an annual basis.
3. The aforesaid co-operation between the two Parties is planned to last for 48 months from 1 October 2018 or commencement of the Technical Assistance Consultancy works whichever is the latest.

Article II

(The contribution by the Netherlands Party)

The Netherlands Party shall make a contribution of € 4.854.376 (four million eight hundred and fifty-four thousand and three hundred seventy-six) in the form of grant to the Project in the following manner:

- BDT 85.000.000 (eighty five million) of grant financing to be administered by the General Economics Division (GED);
- € 3.958.000 (three million nine hundred fifty-eight thousand) for Technical Assistance, through direct contracting by the Netherlands Party.

The Netherlands Party's contribution will become available on the condition that:

- The Bangladesh Party shall have approved the Technical Assistance Project Proposal (TAPP) for the Project as per agreed Project Document;
- The General Economics Division (GED) shall have appointed the Project Director.

Article III

(The contribution by the Bangladesh Party)

The Bangladesh Party shall make a minimum amount of BDT 142.500.000 (one hundred forty-two million five hundred thousand) available to the Project.

Article IV

(The Executive Authorities)

1. The Netherlands Party shall appoint the Embassy of the Kingdom of the Netherlands as the Netherlands Executive Authority in charge of the Project. The Netherlands Executive Authority shall be represented, as far as the daily operations of the Project are concerned, by the Leader of the Technical Assistance Team (being the Team Leader or in his absence the Deputy Team Leader, hereinafter referred to as "TL/DTL").

2. The Bangladesh Party shall appoint the General Economics Division of the Planning Commission, Ministry of Planning, as the Bangladesh Executive Authority in charge of the Project. The Bangladesh Executive Authority shall be represented, as far as the daily operations of the Project are concerned, by the Project 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 TL/DTL)

1. The TL/DTL shall be responsible to the Netherlands Executive Authority for the proper implementation of the Netherlands contribution.

2. The TL/DTL shall act in close consultation with the Bangladesh Executive Authority and shall respect the operational instructions given by the said Authority.

3. The Bangladesh Executive Authority shall provide the TL/DTL with any information that may be considered necessary for the execution of the Project.

Article VII

(The Schedule of Operations)

1. The Executive Authorities shall establish in common agreement a Schedule of Operations indicating in detail:

- the contribution of either Party;
- the number and duties of the staff appointed by each Party;
- their job-descriptions;
- the duration of their assignment;

- a time-table;
 - a description of the equipment and materials to be made available.
2. The Schedule of Operations shall form an integral part of this Administrative Arrangement.
 3. The Schedule of Operations 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 Articles 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. 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 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 TL/DTL and the Project Director shall submit to both Executive Authorities an annual report (both narrative and financial) in English. The first annual report on the progress made in the execution of the Project and on the expenditure incurred by both Parties will cover the period from start until 30 June 2019; subsequent annual reports will follow the Bangladesh Fiscal Year, i.e. cover the period from 1 July until 30 June of the next year. The information on the Technical Assistance (TA) budget expenditure will be shared with the Bangladesh Party. The approval or rejection of expenditures made from the Netherlands contribution is entirely and solely at the discretion of the Netherlands Executive Authority. However, in case of such rejection, the causes are to be informed to the Bangladesh's Executive Authority in due course. On completion of the Project, the TL/DTL and 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. All reports including the final report of the Project will be provided to the Bangladesh Party also.

Article XI

(Evaluation)

The Executive Authorities shall have the Project reviewed through a joint Mid-Term Review mission; the timing and the Terms of Reference (ToR) of this mission will be determined by both Executive Authorities.

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 and shall be settled in a way to be decided upon by the latter.

Article XIII

(Entry into force and duration)

This Administrative Arrangement shall enter into force on the day of signature by both Parties with retrospective effect to 1 October 2018, and shall expire at the end of the period mentioned in Article I, paragraph 3, of

this Administrative Arrangement or on the date on which the Project has been completed in conformity with the provisions of this Administrative Arrangement and of the Project Document (TAPP), whichever date is the later.

DONE at Dhaka, in two originals, in the English language only.

For the Netherlands Party

HARRY VERWEIJ
Ambassador
of the Kingdom of the Netherlands

Dhaka

Dated: 12 May 2019

For the Bangladesh Party

MONOWAR AHMED
Secretary,
Economic Relations Division (ERD)
Ministry of Finance

Dhaka

Dated: 13 May 2019

Schedule of Operations of the Project: "Support to the Implementation of the Bangladesh Delta Plan 2100"

The Minister for Foreign Trade and Development Cooperation of the Netherlands, being the competent Netherlands Authority for the purpose of the Administrative Arrangement, hereinafter referred to as "the Netherlands Party", represented in this matter by the Ambassador of the Kingdom of the Netherlands in Dhaka, 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 the 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 Administrative Arrangement on 13 May 2019:

(The Executive Authorities)

- (i) The Netherlands Party shall appoint the Embassy of the Kingdom of the Netherlands as the Netherlands Executive Authority in charge of the Project. The Netherlands Executive Authority shall be represented, as far as the daily operations of the Project are concerned, by the Leader of the Technical Assistance Team (being the Team Leader or in his absence the Deputy Team Leader, hereinafter referred to as "TL/DTL");
- (ii) The Bangladesh Party shall appoint the General Economics Division of the Planning Commission, Ministry of Planning as the Bangladesh Executive Authority in charge of the Project. The Bangladesh Executive Authority shall be represented in as far as the daily operations of the Project are concerned, by the Project Director.

The Executive Authorities agree to establish the Schedule of Operations indicating following details:

1. Contribution of either Party:
The Netherlands Party shall make a maximum contribution of € 4.854.376 (four million eight hundred fifty-four thousand and three hundred seventy-six) to the Project in the following manner:

- BDT 85.000.000 (eighty five million) of grant financing to be administered by the General Economics Division (GED);
- € 3.958.000 (three million nine hundred fifty-eight thousand) for Technical Assistance, through direct contracting by the Netherlands Party.

The Bangladesh Party shall make a minimum amount of BDT 142.500.000 (one hundred forty-two million five hundred thousand) available to the Project.

2. Details of Staff Appointment by either party:
 - (i) Number and duties of the staff appointed by each Party:
As per the project document and can be revised time to time upon mutual agreement.
 - (ii) Job-descriptions:
Job descriptions are elaborated in the project document. The final outputs/reports of the consultancy works need to be agreed by the Project Director.
 - (iii) Duration of their assignment:
Duration of the assignment will be as per the project document and the Administrative Arrangement.
3. Time-table:
As per the project document and the Administrative Arrangement.
4. Description of the equipment and materials to be made available:
As per the project document and the Administrative Arrangement.

For the Netherlands Party

HARRY VERWEIJ
Ambassador
of the Kingdom of the Netherlands

Dhaka

Dated: 12 May 2019

For the Bangladesh Party

MONOWAR AHMED
Secretary,
Economic Relations Division (ERD)
Ministry of Finance

Dhaka

Dated: 13 May 2019

D. PARLEMENT

Het administratief akkoord, met werkschema, van 13 mei 2019 behoeft ingevolge artikel 7, onderdeel b, van de Rijkswet goedkeuring en bekendmaking verdragen niet de goedkeuring van de Staten-Generaal.

G. INWERKINGTREDING

De bepalingen van het administratief akkoord, met werkschema, zijn ingevolge artikel XIII van het administratief akkoord in werking getreden op 13 mei 2019, met terugwerkende kracht tot 1 oktober 2018.

Wat betreft het Koninkrijk der Nederlanden, geldt het administratief akkoord, met werkschema, voor Nederland (het Europese deel).

In overeenstemming met artikel 19, tweede lid, van de Rijkswet goedkeuring en bekendmaking verdragen

heeft de Minister van Buitenlandse Zaken bepaald dat het administratief akkoord, met werkschema, zal zijn bekendgemaakt in Nederland (het Europese deel) op de dag na de datum van uitgifte van dit Tractatenblad.

Uitgegeven de *achtentwintigste* juni 2019.

De Minister van Buitenlandse Zaken,

S.A. BLOK