

# TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

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JAARGANG 2021 Nr. 106

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## 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 013707 in de Verdragenbank.

## B. TEKST

Ter uitvoering van artikel I van de Overeenkomst is te Dhaka op 23 mei 2021 tussen de bevoegde Nederlandse en Bengaalse autoriteiten een administratief akkoord, met werkschema, tot stand gekomen inzake het project "Char Development and Settlement Project – Bridging (Additional Financing)". 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 "Char Development and Settlement Project – Bridging (Additional Financing)", hereinafter referred to as "the Project".
2. The aim of the Project is the preparation of future Char Development and Settlement Programmes, the development of permanent institutional framework for such programmes and the planning, execution, supervision and monitoring of activities in the field of water management, rural infrastructure, institutional development, land-settlement, agricultural value chains, social development and gender-inclusivity.
3. The aforesaid co-operation between the two Parties is planned to last for 36 months from 1 July 2019 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 €5.000.000 (five million euros) in the form of grant to the Project in the following manner:

- € 5.000.000 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 Development Project Proformas (DPPs) of all five participating departments (BWDB, LGED, DPHE, Forestry Department, Land); and
- The Bangladesh Water Development Board shall have appointed the Project Coordination Director.

## Article III

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

The Bangladesh Party shall make the equivalent of US\$ 24.880.000 available to the Project. The Bangladesh Party will also obtain a loan of US\$ 20.600.000 from the International Fund for Agricultural Development as additional financing for the implementation of 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 Bangladesh Water Development Board, 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 Coordination 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 a semi-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 31 December 2019. The information on the Technical Assistance (TA) budget expenditure will be shared with the Bangladesh Party. 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 July 2019, 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 DPPs of the Project, 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: 29-04-2021*

*For the Bangladesh Party*

FATIMA YASMIN  
Secretary,  
Economic Relations Division (ERD)  
Ministry of Finance

*Dhaka*

*Dated: 23-05-2021*

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**Schedule of Operations of the Project: "Char Development and Settlement Project Bridging (Additional Financing)"**

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 23 May 2021:

*(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 Bangladesh Water Development Board, 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 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 € 5.000.000 (five million euros) to the Project in the following manner:
  - €5.000.000 (five million euros) for Technical Assistance, through direct contracting by the Netherlands Party.The Bangladesh Party shall make an amount of US \$ 24.880.000 available to the Project and will also obtain a loan of US \$ 20.600.000 from the International Fund for Agriculture Development (IFAD) as additional financing for 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: 29-04-2021*

*For the Bangladesh Party*

FATIMA YASMIN  
Secretary,  
Economic Relations Division (ERD)  
Ministry of Finance

*Dhaka*

*Dated: 23-05-2021*

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#### D. PARLEMENT

Het administratief akkoord, met werkschema, van 23 mei 2021 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, van 23 mei 2021 zijn ingevolge artikel XIII van het administratief akkoord in werking getreden op 23 mei 2021, met terugwerkende kracht tot 1 juli 2019.

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

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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 *twintigste* juli 2021.

*De Minister van Buitenlandse Zaken,*

S.A.M. KAAG