

BWDB

LGED

Memorandum of Understanding
between
BWDB and LGED

July, 2006



MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "MoU") dated 10 July, 2006 (২৬ জুলাই, ১৪১৩) between the **BANGLADESH WATER DEVELOPMENT BOARD** (hereinafter referred to as the "BWDB") and the **LOCAL GOVERNMENT ENGINEERING DEPARTMENT** (hereinafter referred to as the "LGED")

WHEREAS

- (A) the BWDB is mandated to implement medium (above 1000 ha and below 5000 ha) and large scale (above 5000 ha) water resources development projects;
- (B) the Local Government Division (LGD) is mandated to implement rural infrastructure and small scale water resources development projects (up to 1000 ha) through the LGED in which extensive cooperation of the BWDB will be required;
- (C) in implementing the small scale water resources subprojects by the LGED there might be possibilities of any such duplication and overlapping of works with the BWDB, which would require the two agencies to work in close cooperation and understanding to avoid such incidences;
- (D) both the BWDB and the LGED recognize that close cooperation and coordination between the two agencies will enhance better integration of the needs of the local people; and
- (E) exchange of knowledge and experience, data and information, technical know-how and technology will facilitate better implementation of national water resources development and management programs;

NOW, THEREFORE, both the agencies hereto agree as follows:

1.0 SCOPE OF COOPERATION

The scope of cooperation and collaboration between the BWDB and the LGED shall include the following areas:

- 1.1 Development and management of water resources of the country in an integrated manner by extending cooperation and support to each other's programs.
- 1.2 Implementation of National Water Management Plan (NWMP) and Guidelines for Participatory Water Management (GPWM) in the light of National Water Policy (NWPo) as modified from time to time.
- 1.3 Enhancing effectiveness and sustainability of water management projects by sharing information and experiences through coordination between the two agencies and the stakeholders.
- 1.4 Developing understanding between the two agencies in respect of future water resources development plans and programs through cooperation and sharing of information.
- 1.5 Ensuring smooth communication and consultation between corresponding offices of the two agencies both at headquarters and field levels in respect of exchanging data and information, documents, maps etc. required to make subprojects/projects of both the agencies to complement each other.
- 1.6 Participation in seminars and workshops to facilitate sharing of knowledge, technical know-how and experiences and to improve understandings of each other's projects.



2.0 RESPONSIBILITIES OF BWDB

2.1 The BWDB will notify all its offices and levels to implement the provisions of the MoU between the two agencies.

2.2 The BWDB will provide the LGED with data and information like index maps, water development planning maps, project features and other necessary data and information of existing BWDB projects.

2.3 The BWDB will ensure that if any LGED supported subproject is required to be incorporated in medium or large scale projects of the BWDB, the WMOs in the LGED supported subprojects will be maintained and will be appropriately federated with the institutional system of the medium or large projects. However, efforts will be made to maintain the rights and responsibilities of the WMOs of the LGED supported subprojects as far as possible.

2.4 For integrated and comprehensive development, operation and management of small scale subprojects, the BWDB will allow the LGED to rehabilitate and maintain the existing BWDB infrastructure components (embankments, regulators, sluices, water retention structures etc.) without affecting original purpose and design through discussion and consensus. The BWDB will ensure the operation and maintenance of the rehabilitated structures through its Water Management Organizations (WMOs).

2.5 The BWDB will allow the LGED for developing and paving their embankments which are required to be used as roads. In such cases, the LGED will maintain the BWDB design of the embankments both in terms of elevation and side slopes and will also rehabilitate and upgrade the BWDB structures (regulators, sluices, water retention structures etc.) for use as roads to keep their functions unhindered for the concerned BWDB projects.

2.6 The BWDB will ensure participation of its concerned Executive Engineers in the meetings of the District Level Inter-Agency Project Evaluation Committee (DLIAPEC) convened by the LGED to consider and approve LGED's small scale water resources subprojects for avoiding possible duplication and/or overlapping with works of the BWDB and to consider appropriate adjustments or revisions.

2.7 The BWDB will ensure holding of meetings of the DLIAPEC for BWDB's projects/sub-projects as per circular issued by the Planning Commission to facilitate compatible incorporation of existing subprojects of the LGED towards integrated operation and management.

2.8 The BWDB will invite participants from the LGED to attend seminars and workshops to share knowledge, technical know-how and experience and to foster cooperation and understanding between the two agencies.

2.9 In order to facilitate development and management of water resources of the country in an integrated manner, the BWDB will allow the LGED in planning and implementation of small scale water resources subprojects of relatively independent hydrological unit within medium/large scale projects after identification and appraisal through a project appraisal committee comprising 3 (three) members from each of the organizations. If any such small-scale subproject is agreed by the committee to be implemented by the LGED, the WMOs of the LGED supported subprojects will be appropriately federated with the institutional system of the medium or large project.



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3.0 RESPONSIBILITIES OF LGED

3.1 The LGED will notify all its offices and levels to implement the provisions of the MoU between the two agencies.

3.2 The LGED will provide the BWDB with data and information like index maps, project features and other necessary data and information of existing LGED supported subprojects.

3.3 The LGED will ensure that when small scale water resources subprojects (relatively independent hydrological unit) are proposed within the BWDB medium/large scale projects, the small scale subprojects are complementary to and do not conflict with the objectives and purpose of the BWDB projects after identification and appraisal through a project appraisal committee comprising 3 (three) members from each of the organizations.

3.4 The LGED will ensure that when the BWDB's embankments are developed to be used as paved roads, the BWDB design of the embankments are maintained both in terms of elevation and side slopes. The LGED will also rehabilitate and upgrade the existing BWDB structures (regulators, sluices, water retention structures etc.) as needed keeping their functions unhindered through discussion and consensus.

3.5 The LGED will ensure participation of its concerned Executive Engineers in meetings of the DLIAPEC convened to consider and approve BWDB's projects for avoiding possible duplication and/or overlapping with works of the LGED and consider appropriate adjustments or revisions.

3.6 The LGED will ensure holding meetings of the DLIAPEC for LGED's projects/ subprojects as per circular issued by the Planning Commission to avoid duplication and overlapping.

3.7 The LGED will invite participants from the BWDB to attend seminars and workshops to share knowledge, technical know-how and experience and to foster cooperation and understanding between the two agencies.

3.8 The LGED will allow the BWDB to incorporate the LGED supported subprojects in their medium and large-scale projects in making the same complementary to the objectives and operational system of the BWDB Projects.

4.0 EFFECTIVENESS OF THE MoU

This MoU shall take effect from the date of its signing and shall remain in force initially for a period of 10(ten) years. It may be extended further for such duration as the parties would mutually decide.

5.0 AMENDMENT OF THE MoU

The MoU may be amended from time to time as and when necessary upon mutual agreement by both the agencies.

6.0 RESOLUTION OF DISAGREEMENT

6.1 Disagreement under this MoU shall be settled bilaterally through mutual consultation initially at the district level to arrive at an amicable settlement. In the event of any failure to arrive




at a settlement bilaterally the case will be referred to a Standing Joint Committee at the headquarters level constituted as under:

- (1) Chief Planning, BWDB/Additional Chief Engineer (Planning), LGED – Conveners,
- (2) Concerned Superintending Engineer, BWDB and LGED – Members, and,
- (3) Concerned Executive Engineers, BWDB and LGED – Members.

6.2 Any of the agencies depending on the nature of the case will request the other agency to call and convene the meeting of the committee. The decisions shall be arrived at through consensus and shall be binding upon both the agencies.

7.0 RESOLUTION OF WMOs RIGHTS AND RESPONSIBILITIES

When the LGED supported subproject is required to be incorporated in medium or large-scale projects of the BWDB, the WMOs in the LGED supported subprojects will be appropriately federated with the institutional system of the medium or large project. The federated WMOs will abide by the guidelines, rules and regulations of the federation. If any conflict arises in respect of rights and responsibilities of the WMOs, (i) the conflict will be resolved by discussion among the concerned WMOs in an amicable manner; (ii) if not resolved, it will be resolved at the field level in an amicable manner by discussion between BWDB, LGED and concerned WMOs; (iii) if not resolved at the field level, then this will be referred to the Standing Joint Committee at the headquarters level as mentioned in clause 6 of the MoU. The decision of the Standing Joint Committee will be treated as final.

IN WITNESS WHEREOF, the parties hereto have affixed their signature on the date first written above.

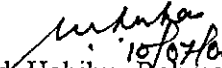
Bangladesh Water Development Board
Represented by


(Sharif Rafique Islam)
Director General 10.07.06

Local Government Engineering Department
Represented by


(Md. Shahidul Hassan)
Chief Engineer

Witnesses


Md. Habibur Rahman
Chief Planning
BWDB


Saroj Kumar Sarker
Additional Chief Engineer
LGED


Dhali Abdul Qaium
Director
Planning-2, BWDB


Md. Nurul Islam
Superintending Engineer
LGED