

BWDB

LGED

Memorandum of Understanding

Between

BWDB and LGED

January, 2018



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MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "MoU") dated 2nd January, 2018 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 (5000 and above 5000 ha) water resources development projects;
- (B) The Local Government Division (LGD) is mandated to implement rural infrastructures 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) While 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 here to agree as follows:

1.0 SCOPE OF COOPERATION

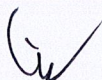
The scope of cooperation and collaboration between the BWDB and the LGED shall include the following areas:

- 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 and Bangladesh Water Act, 2013.

- 1.3 Enhancing effectiveness and sustainability of water management projects by sharing of 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 completed and existing BWDB projects following all prevailing rules.
- 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 Water Management Organizations (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 projects of the LGED, BWDB will check adequacy of BWDB structures (like embankments, water control structures etc.) and conduct rehabilitation, maintenance, re-modelling or reconstruction of any BWDB structural component (on requirement) for further implementation of LGED Projects (pavements etc.). In planning stage, LGED will keep necessary provision for rehabilitation, maintenance, re-modelling or reconstruction of any BWDB structural component (on requirement) as BWDB part in Development Project Proforma (DPP) for the respective development project. If existing facilities of BWDB don't support future requirement for implementation of LGED Project, BWDB will



rehabilitate their own structures with necessary provision of financial involvement (to be) kept in DPP as BWDB part prepared by LGED for that particular project. BWDB will implement the works under respective DPP as BWDB component. An agreement between the local level offices of BWDB and LGED must be signed in light of this MoU prior taking up implementation works.

- 2.5 The BWDB will allow the LGED for paving their embankments which are required to be used as roads. In such cases, the LGED will invite BWDB to check and take necessary steps (rehabilitation, upgrading, re-modeling, reconstruction etc.) to make their embankments ready for construction of roads. Before that, authorized personnel from BWDB and LGED will conduct joint survey along the BWDB embankments to check and decide for necessary improvements (especially the crest and side slopes). BWDB design of the respective embankments both in terms of elevation and side slopes is to be maintained. In planning stage, LGED will keep necessary provision for upgrading and maintenance of embankments (especially crest and side slopes) as BWDB part in the DPP for construction of pavement at the crests of the embankments. BWDB will implement upgrading and maintenance of embankments as BWDB component. Constructed roads will keep their functions unhindered for the concerned BWDB projects. The BWDB will allow LGED to construct pavements on the embankments (those are) already treated (hereinafter 'treated' means the crest and the side slopes of the embankments have been raised or elevated or upgraded considering climate change scenario). Embankments, the crests of which have already been paved, but not treated considering climate change, should be improved or rehabilitated by demolishing or dismantling existing pavements. Then on the improved embankments, pavements should be constructed again. For embankments having crest level without considering climate change, only temporary pavements may be constructed on the embankments.
- 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/subprojects 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.
- 2.10 Both BWDB and LGED will be cordial enough to take up integrated water resources management projects for the sake of efficient utilization of water resources throughout the country.

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, road network of the respective area along with available cross-drainage structural facilities, dimensions of flexible pavement section for convenience in evaluating hindrances and remedies for ensuring uninterrupted flood passing routes for comprehensive drainage plan.
- 3.3 The LGED will ensure that when small scale water resources subprojects (independent hydrological unit duly agreed by the Chief Engineer, Hydrology, BWDB, Dhaka) 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 would be used as paved roads, the LGED will invite BWDB to rehabilitate and upgrade the existing BWDB structures along with crest level and side slopes of the embankments as per approved design before construction of pavements by LGED. In planning stage, LGED will keep necessary provision as BWDB part in the DPP for the respective project on requirement keeping their functions unhindered through discussion and consensus. The BWDB will implement the aforesaid works as BWDB component under the DPP.
- 3.5 The LGED will ensure participation of its concerned Executive Engineers in meetings of the DLIAPC convened by BWDB to discuss and express concern or consent on 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 over lapping.
- 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 (BWDB) medium and large-scale projects in making the same complementary to the objectives and operational system of the BWDB Projects.
- 3.9 The LGED would keep necessary provision in the DPP as BWDB part to be implemented by BWDB for maintenance of any type of damage or distortion of BWDB embankments and ancillary structures while and after construction of roads or pavements on the embankments. After Construction of pavements on the embankment of BWDB, LGED is to set a signboard at the starting, ending and at the significant points of the pavement. Besides, the LGED is to set signboards for pavements already constructed on BWDB embankments. The text on the signboard would be as "The pavement is constructed on the embankment of BWDB".
- 3.10 LGED will not re-excavate any irrigation or drainage canal inside BWDB project area.
- 3.11 While conducting joint survey comprising of authorized personnel from both BWDB and LGED, pavements constructed on the embankments not improved considering climate change scenario would be demarcated. Those pavements would be demolished or dismantled by LGED. Then BWDB would rehabilitate the embankments according to the design considering climate change scenario following clause 2.5. Then LGED will again construct pavements on the rehabilitated embankments.

4.0 EFFECTIVENESS OF THE MoU

This MoU shall take effect from the date of its signing and shall remain effective for next ten (10) years from date of signing. Either party to the agreement may terminate the MoU, when expressly considered necessary, by giving written notice to that effect to the other party. The MoU however shall remain effective for 60 (sixty) calendar days from the date of issue of the notice of termination and shall



become ineffective and void after elapsing 60 (Sixty) calendar days from the date of issuance of the termination notice.

5.0 AMENDMENT OF THE MoU

- 5.1 The MoU may be amended from time to time as and when necessary upon mutual agreement by both the agencies.
- 5.2 If this MoU is not in compliance with the guidelines of the National Water Resources Plan (NWRP) being prepared by WARPO, and then provision for necessary amendments are to be made.
- 5.3 This MoU should be in harmony with the Rules titled “Institutionalization of IWRM processes in compliance with Bangladesh Water Act 2013 (BWA 2013)” being prepared by WARPO. Necessary amendments are to be made after it is enacted, if these are required.
- 5.4 This MoU must be in accordance with any other government rules, policies and guidelines in water resources sector come within the tenure of the MoU. Otherwise necessary amendments are to be made to make this MoU in compliance with those rules, policies and guidelines.

6.0 RESOLUTION OF DISAGREEMENT

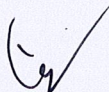
- 6.1 Disagreement under this MoU shall be settled bilaterally through mutual consultation initially at the district level to arrive at an amicable settlement. In the event of any failure to arrive at a settlement bilaterally, the case will be referred to a Standing Joint Committee at the headquarters level constituted as under:
 - (1) Chief Planning, BWDB/Additional Chief Engineer (IWRM), 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,

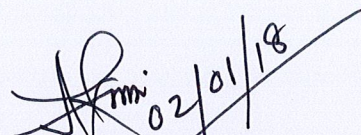
- (i) the conflict will be resolved by discussion among the concerned WMOs in an amicable manner;
- (ii) if not resolved, it will be resolved at the field level in an amicable manner by discussion between BWDB, LGED and concerned WMOs;
- (iii) if not resolved at the field level, then this will be referred 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



(A. K. M. Momtaz Uddin)

Director General

BWDB

Local Government Engineering Department

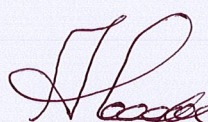
Represented by


(Md. Abul Kalam Azad)

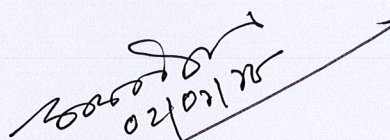
Chief Engineer

LGED


Witnesses


(A. M. Aminul Haque)
Chief Planning 02.01.18

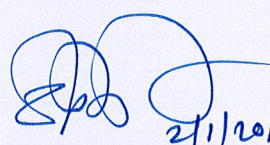
BWDB


(Md. Mohsin)
Additional Chief Engineer

LGED


(Fazlur Rashid)
Director

Planning-1, BWDB


(Md. Ahsan Habib)
Superintending Engineer
IWRM (P&D) Unit
LGED