**BWDB LGED**

**Memorandum of Understanding**

**Between**

**BWDB and LGED**

January, 2017

**MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "MoU")dated 11 January 2017between the BANGLADESH WATER DVELOPMENT BOARD (hereinafter referred to as the "BWDB") and theLOCAL GOVERNMENT ENGINEERING DEPARTMENT (hereinafter referred toas the "LGED")**

**WHEREAS**

(A) The BWDB is mandated to implement medium (above 1000 ha and below 5000 ha) and largescale (5000 and above 5000 ha) water resources development projects;

(B) The Local Government Division (LGD) is mandated to implement rural infrastructure andsmall scale water resources development projects (up to 1000 ha) through the LGED in whichextensive cooperation of the BWDB will be required;

(C) While implementing the small scale water resources subprojects by the LGED there might bepossibilities of any such duplication and overlapping of works with the BWDB, which wouldrequire 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 betweenthe two agencies will enhance better integration of the needs ofthe local people; and

(E) Exchange of knowledge and experience, data and information, technical know-how andtechnology will facilitate better implementation of national water resources development andmanagement programs;

**NOW, THEREFORE**, both the agencies hereto agree as follow:

**1.0 SCOPE OF COOPERATION**

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

1.1 Development and management of water resources of the country in an integrated manner byextending cooperation and support to each other's programs.

1.2 Implementation of National Water Management Plan (NWMP) and Guidelines forParticipatory Water Management (GPWM) in the light of National Water Policy (NWPo) asmodified 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 resourcesdevelopment plans and programs through cooperation and sharing of information.

1.5 Ensuring smooth communication and consultation between corresponding offices of the twoagencies 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 complementeach other.

1.6 Participation in seminars and workshops to facilitate sharing of knowledge, technical know-howand 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 MoUbetween the two agencies.

2.2 The BWDB will provide the LGED with data and information like index maps, waterdevelopment planning maps, project features and other necessary data and information of completed and existingBWDB projects following all prevailing rules.

2.3 The BWDB will ensure that if any LGED supported subproject is required to beincorporated in medium or large scale projects of the BWDB, the Water Management Organizations (WMOs) in the LGED supportedsubprojects will be maintained and will be appropriately federated with the institutionalsystem ofthe medium or large projects. However, efforts will be made to maintain the "rights andresponsibilities of the WMOs of the LGED supported subprojects as far as possible.

2.4 For integrated and comprehensive development projects of LGED, BWDB will check adequacy of BWDB structures (like embankments, water control structures, etc.) and conduct rehabilitation, maintenance, re-modeling or reconstruction of any BWDB structural component (on requirement) for further implementation of LGED Projects (pavement etc.). In planning stage, LGED will keep necessary provision for rehabilitation, maintenance, re-modeling 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’s 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 crest of the embankment. 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 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 orrehabilitated by demolishing or dismantling existing pavements. Then on the improved embankments, pavement should beconstructed 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 meetingsof the District Level Inter-Agency Project Evaluation Committee (DLIAPEC) convened by theLGED to consider and approve LGED's small scale water resources subprojects for avoidingpossible duplication and/or overlapping with works of the BWDB and to consider appropriateadjustments or revisions.

2.7 The BWDB will ensure holding of meetings of the DLIAPEC for BWDB's projects/subprojectsas per circular issued by the Planning Commission to facilitate compatible incorporationof 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 toshare knowledge, technical know-how and experience and to foster cooperation andunderstanding 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 smallscale water resources subprojects of relatively independent hydrological unit within medium/largescale projects after identification and appraisal through a project appraisal committee comprising3 (three) members from each of the organizations. If any such small-scale subproject is agreed bythe committee to be implemented by the LGED, the WMOs of the LGED supported subprojectswill be appropriately federated with the institutional system ofthe 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 MoUbetween 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, dimension of flexible pavement section for convenience in evaluating hindrances and remedies to 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, BWD, Dhaka) are proposed within the BWDB medium/large scale projects, thesmall scale subprojects are complementary to and do not conflict with the objectives and purposeof the BWDB projects after identification and appraisal through a project appraisal committeecomprising 3 (three) members from each ofthe organizations.

3.4 The LGED will ensure that when the BWDB's embankments would be used aspaved 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 ofthe DLIAPEC convened by BWDB to discuss and express concern or consents on BWDB’s projects for avoiding possible duplication and/or overlapping with works of the LGED and consider appropriate adjustments orrevisions.

3.6 TheLGED will ensure holding meetings of the DLIAPEC for LGED's projects/subprojectsas 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 toshare knowledge, technical know-how and experience and to foster cooperation andunderstanding between the two agencies.

3.8 The LGED will allow the BWDB to incorporate the LGED supported subprojects in theirmedium and large-scale projects in making the same complementary to the objectives andoperational 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. Beside this, the LGED is to set signboard for pavements already constructed on BWDB embankments. The next on 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 MoUshall 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 for termination and shall become ineffective and void after elapsing 60 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 tiled “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 connected, 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 consultationinitially at the district level to arrive at an amicable settlement. Inthe event of any failure to arrive area settlement bilaterally the case will be referred to a Standing Joint Committee at theheadquarters 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 calland convene the meeting of the committee. The decisions shall be arrived at through consensusand 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-scaleprojects of the BWDB, the WMOs in the LGED supported subprojects will be appropriatelyfederated with the institutional system of the medium or large project. The federated WMOs willabide by the guidelines, rules and regulations of the federation. If any conflict arises in respect ofrights and responsibilities of the WMOs, (i) the conflict will be resolved by discussion among theconcerned WMOs in an amicable manner; (ii) ifnot resolved, it will be resolved at the field levelin an amicable manner by discussion between BWDB, LGED and concerned WMOs; (iii) if notresolved at the field level, then this will be referred to the Standing Joint Committee at theheadquarters level as mentioned in clause 6 of the MoU. The decision of the Standing JointCommittee will be treated as final.

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

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| **Bangladesh Water Development BoardRepresented by** |  | **Local Government Engineering DepartmentRepresented by** |
| **(..............................)****Director General** |  | **(ShyamaProsadAdhikari)****Chief Engineer** |
| **Witnesses** |
|  |  |  |
| **(...........................)****Chief Planning****BWDB** |  | **( Md. Mohsin)****Additional Chief Engineer (IWRM)****LGED** |
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| **(...........................)****Director****Planning-2, BWDB** |  | **( A K M SahadatHossain)****SuperintendingEngineer****IWRM (O&M) Unit****LGED** |