



Guidelines for Participatory Water Management



**Ministry of Water Resources
Government of the People's Republic of Bangladesh**



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FOREWORD

The Guidelines for Participatory Water Management has been prepared within the framework of the National Water Policy (NWPo) formulated by the Government in 1999 and also on the basis of experience of the previous guidelines. The document highlights the government's commitment to ensure participatory water management in Bangladesh.

From past experience, it is clear that water management can not be carried out effectively if the local stakeholders are not involved in the process. Their active involvement is needed at all stages of the project cycle starting from identification to operation and maintenance of water resource schemes. The guidelines indicate how the local stakeholders, representatives of the local government institutions, private sector and the public sector agencies will work together for participatory water management in Bangladesh.

The present guidelines provide only a broad outline for the stakeholder participation. The concerned implementing agencies will develop their own procedures, manuals, formats etc. as required on how to apply this guidelines.

In consideration of the changing environment and growing experience, the guidelines will have to be updated regularly. The local stakeholders, elected representatives, officials of the implementing agencies, academicians, development partners and others involved with participatory water management are requested to share their experience and suggestion for future improvement of the Guidelines.

As referred to in Section 6 of the NWPo, 1999 on Legislative Framework, the issue of providing a new and appropriate legal framework for registration of the Water Management Organization (WMO) as part of the proposed National Water code will be considered by the Government as quickly as possible to give effective legal status to the WMO.

The draft Guidelines for Participatory Water Management was discussed by the Executive Committee of the National Water Council (ECNWC) in the meetings held on 20.09.2000 and 28.11.2000. The draft Guidelines was unanimously approved by ECNWC in the meeting held on 28.11.2000.

The Government strongly believe that the Guidelines will go a long way in contributing towards sustainable use of scarce water resources and participatory water management in Bangladesh.

A handwritten signature in black ink, appearing to read 'Abdur Razzaq', is written over a diagonal line.

Abdur Razzaq
Minister, Ministry of Water
Resources



PREFACE

The "Guidelines for People's Participation (GPP) in Water Development Projects" was circulated by the Ministry of Water Resources in 1994. Since then, GPP has been applied in the management of water sector projects implemented by the Bangladesh Water Development Board (BWDB). The Local Government Engineering Department (LGED) also prepared guidelines on how to involve local people in water resource projects. As a result, different agencies have developed various procedures to ensure stakeholder participation. This is particularly the case with the institutional arrangements of the beneficiaries and some agencies work with informal groups and others with formally registered groups.

In January, 1999, the Government of Bangladesh published the first National Water Policy (NWPo). It provides policy directives for all the agencies and institutions working for public water resource development projects. The NWPo guides both private and public actions to ensure optimum development and management of water that benefits individuals as well as society at large.

In this context, the Government felt the need for a new Guidelines for Participatory Water Management applicable to all the agencies working in the water sector. Accordingly, the Ministry of Water Resources constituted an Inter-Agency Task Force for formulation of the Guidelines on Participatory Water Management comprising officials from BWDB and officials and experts from LGED. In the process of working of the Task Force, officials from the Water Resource Planning Organization (WARPO), Bangladesh Agricultural Development Corporation (BADC), Department of Agricultural Extension (DAE), Department of Environment (DOE), Department of Fisheries (DOF) and the Department of Livestock (DOL) were co-opted as members of the Task Force. The Task Force includes engineers, water resource planners, sociologists, economists, agronomists, fisheries, livestock, environment and gender development specialists. While formulating the present Guidelines, the Task Force looked into the relevant provisions of the NWPo, 1999 and also consulted the previous guidelines prepared so far.

The draft Guidelines was widely circulated to the concerned professionals and stakeholders for comments in April, 2000. The comments/feedback received from all have been taken into consideration for revision of the draft. The revised draft was reviewed in the national workshop held in June, 2000.

The Government is pleased to issue the Guidelines for Participatory Water Management which was unanimously approved by ECNWC in the meeting held on 28.11.2000.

At present, there is no separate Rule or Act for registration of the WMOs. Most of the WMOs are unregistered. Some WMOs are registered under the Cooperative Societies Ordinance, 1984 and the Cooperative Societies Rules, 1987 (known as the Water Management Cooperative Association-WMCA). To ensure effective WMOs, the Government is considering formulation of a separate and appropriate Act or Rule for registration of the WMOs for Participatory Water Management.

The officials and experts who worked as members of the Task Force deserves appreciation for their hard work in formulating the Guidelines for Participatory Water Management.

Azad Ruhul Amin
Secretary,
Ministry of Water Resources

ABBREVIATIONS AND ACRONYMS

AGM	Annual General Meeting
BRDB	Bangladesh Rural Development Board
BWDB	Bangladesh Water Development Board
BADC	Bangladesh Agricultural Development Corporation
BIWTA	Bangladesh Inland Water Transport Authority
BIWTC	Bangladesh Inland Water Transport Corporation
BMDA	Barind Multipurpose Development Authority
CLSHG	Community Level Self-help Group
CPP	Compartmentalization Pilot Project
DAE	Department of Agricultural Extension
DOC	Department of Cooperatives
DOE	Department of Environment
FD	Forest Department
DOF	Department of Fisheries
DLIAPEC	District Level Inter-Agency Project Evaluation Committee
DLS	Department of Livestock Services
EC	Executive Committee
FCD	Flood Control and Drainage
FCDI	Flood Control, Drainage and Irrigation
FPCO	Flood Plan Coordination Organization
GPP	Guidelines for People's Participation
GOB	Government of Bangladesh
GPWM	Guidelines for Participatory Water Management
ha	hectare
IA	Implementing Agency
IEE	Initial Environmental Examination
IRWP	Intensive Rural Works Programme
LCS	Labour Contracting Society
LGED	Local Government Engineering Department
LGI	Local Government Institution
MLGRD&C	Ministry of Local Government, Rural Development & Cooperatives
M&E	Monitoring and Evaluation
MoU	Memorandum of Understanding

MoWR	Ministry of Water Resources
MOL	Ministry of Land
MWCA	Ministry of Women and Children Affairs
MC	Managing Committee
NGO	Non-Government Organization
NWMP	National Water Management Plan
NWPo	National Water Policy
O&M	Operation and Maintenance
PAP	Project Affected Person
PRRA	Participatory Rapid Rural Appraisal
PSSP	Private Sector Service Providers
RDP	Rural Development Project
SSWRDSP	Small Scale Water Resources Development Sector Project
SGM	Special General Meeting
SRP	Systems Rehabilitation Project
TOT	Training of Trainers
UP	Union Parishad
UZP	Upazila Parishad (Sub-district)
WARPO	Water Resources Planning Organization
WM	Water Management
WMCA	Water Management Cooperative Association
WMA	Water Management Association
WMF	Water Management Federation
WMG	Water Management Group
WMO	Water Management Organization
WSIP	Water Sector Improvement Project
ZP	Zila Parishad

DEFINITION OF TERMS

Beneficiary	:	Any individual or group who, in one way or another, is favourably influenced by a water resource project/sub-project/scheme.
Capacity Development	:	Capacity development of the local stakeholders in organizational, technical and financial aspects of water resource project/sub-project/scheme.
Community Level Self-help Group	:	Community/ local level small organizations established under private initiative.
Compensation Plan	:	Plan for loss of land, crops and other assets of the local stakeholders of a water resource project/ sub-project/scheme.
Embankment Protection Charge Payable by Members and Non-members	:	Power vested in the Cooperative Society to levy such charge as per clause 48 of the Cooperative Societies Ordinance, 1984.
Environmental Management Plan	:	Plan to enhance positive effects/impacts and mitigate adverse effects/impacts based on initial environmental assessment of a water resource project/sub-project/scheme.
Executive Committee	:	Office bearers to conduct the business of an unregistered WMO for a water resource project/ sub-project/scheme.
Facilitator	:	The person who will facilitate the process of a training/orientation session in a participatory manner.
Feasibility Study	:	Detailed analysis of technical, social, agricultural, fishery, forestry, livestock and environmental aspects of a water resource project/sub-project/ scheme.
Guidelines for People's Participation	:	Guidelines for People's Participation (GPP) in Water Development Project as formulated by the Ministry of Water Resources in 1994.
Identification/Pre-feasibility Study	:	Assessment and reconnaissance of technical, social, agricultural, fishery, livestock and environmental issues of a water resource project/sub-project/scheme.

Implementing Agencies	:	Public sector agencies which are responsible for implementation of water resources projects/ Sub-projects/schemes, such as, BWDB, LGED, BADC, BMDA and DOF.
Implementation Agreement	:	Agreement signed between the local/community organization and the implementing agency stipulating respective responsibilities during construction of water resource project/sub-project/ scheme.
Implementation and Trial Operation	:	Pre-construction, construction and trial operation activities of water resource project/sub-project/ scheme including production plans.
Inter-Agency Project Evaluation Committee	:	Committee at the district level formed vide circular of the Planning Commission dated 26-10-1999 to avoid duplication and overlapping of water resource project/sub-project/ scheme.
Inter-Agency Task Force	:	Task Force constituted vide Notification issued by the Ministry of Water Resources in May, 1999 for formulation of the present Guidelines for Participatory Water Management.
Investment Cost	:	Cost in cash and kind required for construction of new and/or rehabilitation of existing water resource project/sub-project/ scheme.
Joint Management	:	Management of a water resource project/sub-project/ scheme jointly by the implementing agency, local government institutions and community organizations.
Labour Contracting Society	:	Labour Contracting Society (LCS) is a group of landless men and women organized by the BRDB and the NGOs and other informal groups involved in construction/ maintenance of small infrastructure development scheme.
Levy of Water and Embankment	:	Power vested in the Cooperative Society to levy such rate as per clause 91 of the Cooperative Societies Rules, 1987.
Local Government Institutions	:	Formed at various local levels under respective Ordinance/Act and includes Gram Parishad, the Union Parishad, the Upazila Parishad and the Zila Parishad.

Local Resource Mobilization	:	Contributions in cash and kind which are generated from the beneficiaries/local level for meeting the expenses of water resource project/sub-project/ scheme.
Local Stakeholders	:	Inhabitants of an area who are directly or indirectly and favourably or negatively affected by a water resource project/ sub-project/scheme.
Managing Committee	:	Office bearers to conduct the business of a registered WMO for a water resource project/sub-project/ scheme.
Monitoring and Evaluation	:	Monitoring is a continuous or periodic review to provide feedback and evaluation is the process to determine efficiency, effectiveness and impacts of a water resource project/sub-project/scheme.
Mitigation Measures	:	Action plan for eliminating/minimizing negative effects of a water resource project/sub-project/ scheme.
National Water Policy	:	National Water Policy published by the Ministry of Water Resources in 1999.
Non-Government Organization	:	Voluntary Organization established under private initiative either at the local level or at the national level.
Operation and Maintenance	:	Keep the infrastructures of water resource project/sub-project/scheme in running condition and use those for designed purposes.
Other Public Sector Agencies	:	Public Sector Agencies which have supplementary functions in respect of a water resource project/sub-project/scheme.
Ownership of Local Stakeholders	:	Water resources project/sub-project/scheme which reflects the felt need of the local stakeholders and they are the driving force for over-all management.
Participation	:	An important voluntary process in which local stakeholders influence decisions concerning a water resource project/sub-project/scheme.

Participatory Rapid Rural Appraisal	:	To find out from the local people about the proposed water resources project/sub-project/scheme as to what they think, what problems they face and what solutions they see.
Participatory Water Management	:	A process by which the local stakeholders are directly and actively involved in identification, planning, design, implementation, operation & maintenance and evaluation of a water resource project/sub-project/scheme.
Private Sector Service Providers	:	Private entities which may provide services for feasibility study, survey, design, construction, repair/maintenance, production/manufacturing etc. relating to water resource project/sub-project/ scheme.
Project Affected Person	:	Any individual or group who is adversely affected by the intervention of a water resource project/sub- project/scheme.
Registered Water Management Organization	:	Organization of the local stakeholders which has been registered under the Cooperative Societies Ordinance, 1984 and the Cooperative Societies Rules, 1987 for water resource project/sub-project/ scheme.
Sample Agreement	:	Example of agreement to be signed among various concerned parties for management/implementation of water resource project/sub-project/scheme.
Sample bye-law/Procedure	:	Example of bye-laws/procedures of registered or unregistered WMO of a water resource project/sub-project/scheme.
Stages of Project Cycle	:	Include identification/prefeasibility study, feasibility study, planning/design and stakeholder's institution building, implementation/trial operation, operation/ maintenance and monitoring/evaluation of a water resource project/sub-project/scheme.
Standing Committee	:	Permanent Committees prescribed under the relevant Ordinances/Acts of the respective local government institutions.

Stakeholders	:	All individuals, groups and agencies involved with the water resource projects/sub-projects/schemes.
Stakeholder Participation	:	Participation of all stakeholders, individually or collectively at all stages of project cycle.
Sustainability of Water Resource Project	:	Refers to the ability of the local stakeholders of a water resource project/sub-project/scheme to continue functioning into the future without being forced to decline through exhaustion of key resource.
Training of Trainers	:	Specific and special training course for the potential persons who will impart training to the beneficiaries/PAPs of the water resource project/ sub project/scheme.
Two-way Communication Process	:	Training/orientation session allowing active participation and feedback from the participants.
Unregistered Water Management Organization	:	Informal organization of the local stakeholders of a water resource project/sub-project/scheme.
Water Management Organization	:	The common name of organization of the local stakeholders of a water resource project/sub-project/scheme.
Water Management Group	:	The organization of the local stakeholders at the lowest level for each smallest hydrological unit or social unit (para/village) of the water resource project/ sub-project/scheme.
Water Management Association	:	The organization of the local stakeholders either at the mid level for each sub-system or at the apex level of the water resource project/sub-project/ scheme.
Water Management Federation	:	The organization of the local stakeholders at the apex level of the water resource project/sub-project/scheme.
Water Charge Payable by Members and Non-Members	:	Power vested in the Cooperative Society to levy such charge as per clause 47 of the Cooperative Societies Ordinance, 1984.
Water Resource Project	:	Any new or existing project/sub-project/scheme for construction or rehabilitation for flood control, drainage, irrigation and / or any other related activity.

PART-1

TEXT OF THE GUIDELINES

(Pages 1-30)

1. BACKGROUND

1.1 Introduction

Participation is an important voluntary process in which local stakeholders influence policy formulation, alternative plans/designs, investment choices and management decisions affecting their communities and establish the sense of ownership. Participation also implies effective self-management of specific activities by individuals, communities and/or stakeholder groups. With increased participation of the local stakeholders in managing water resources, project selection, service delivery and cost sharing are likely to improve. In particular, the essence of participation is to exercise voice and choice. The participatory water management will enhance the effectiveness and sustainability of the water resources projects/sub-projects/schemes.

In Bangladesh, water resources have historically been dealt with by a number of public sector agencies under different ministries, the principal agencies include the Bangladesh Water Development Board (BWDB) under the Ministry of Water Resources (MoWR) and the Local Government Engineering Department (LGED) under the Ministry of Local Government, Rural Development and Cooperatives (MLGRD&C), Local Government Division (LGD) of the Government of Bangladesh (GOB). Other implementing agencies for management of water resources are the Bangladesh Agricultural Development Corporation (BADC) and the Barind Multipurpose Development Authority (BMDA) under the Ministry of Agriculture and the Department of Fishery (DOF) under the Ministry of Livestock and Fishery. Participatory water management has been practised by some of these agencies. This has gradually resulted in an improvement of the stakeholder's participation at all stages of the project cycle.

On the initiative of the Flood Plan Coordination Organization (FPCO) and BWDB, the Ministry of Water Resources (MoWR) formulated and adopted the Guidelines for People's Participation (GPP) in Water Development Project in 1994. In addition, BWDB formulated a few Guidelines on Participatory Process under the System Rehabilitation Project (SRP), Compartmentalization Pilot Project (CPP) and the Water Sector Improvement Project (WSIP). The GPP as approved by GOB in 1994 was further revised as a draft by BWDB in January, 1999.

LGED developed a guideline for operation and maintenance of Small Scale Flood Control and Drainage Schemes in 1986 and it formulated another Guideline for the participatory process of Small Scale Water Resources Development in 1999.

Consequent upon the declaration of the National Water Policy (NWPo) by GOB in January 1999, it has been found imperative to review those documents for formulating a common Guideline to avoid conflicts and duplications and to

accommodate flexibility, integrity and complementarity in participatory water management.

For that purpose, the Government, through a Notification issued by MoWR in May, 1999 constituted an Inter-Agency Task Force comprising officials from BWDB and officials and experts from LGED for formulating of the Guidelines for Participatory Water Management (GPWM). A copy of the Notification is given in Annex 1. Representatives of the Water Resources Planning Organization (WARPO), LGED, Bangladesh Agricultural Development Corporation (BADC), Department of Agricultural Extension (DAE), Department of Fishery (DOF) and the Department of Livestock (DOL) were also co-opted as members of the Inter-Agency Task Force.

The present guidelines, therefore, synthesize all the exercises and experiences of the concerned implementing agencies in respect of participatory water management to be used by all agencies, stakeholders and management for efficient and balanced utilization of the scarce water resources. In addition, the Guidelines draws from the provisions of the NWPo, 1999 and further elaborate those for application in the field.

1.2 Participatory Water Management as Provided in NWPo

The NWPo through its various provisions, emphasizes the issue of participatory water management and highlights the importance of Stakeholder Participation. The following provisions have been made in the NWPo in this respect:

- Planning and management of water resources
- Public and private involvement
- Economic and financial management
- Stakeholder participation
- Institutional policy

The relevant details of the above provisions of the NWPo are given in Annex 2.

2. OBJECTIVES AND SCOPE

2.1 Objectives

The immediate objectives of the Guidelines are to:

- Elaborate the provisions incorporated in NWPo, 1999 in respect of stakeholder participation/involvement.
- Make available harmonized Guidelines for Participatory Water Management for application in the field.
- Increase/improve stakeholder participation/involvement in water management.
- Give the local stakeholders a decisive voice at all stages of water management

- Raise environmental awareness among the local stakeholders and the implementing agencies involved with participatory water management.

The long term objectives of the Guidelines are to:

- Develop capacity of the local stakeholders in participatory water management
- Gradually establish ownership of local stakeholders in water resource management
- Achieve sustainable participatory water management.

2.2 Scope

In conformity with and further elaboration upon the provisions of NWPo, 1999, the scope of the Guidelines are to:

- Apply to the public sector funded water resources development projects
- Guide both the public and the private initiatives for ensuring optimum development and management of water resources.
- Apply to all stakeholders for participatory water management - local stakeholders, Water Management Organization (WMO), Local Government Institutions (LGIs), Non-Government Organizations (NGOs), Community Level Self-help Groups, Private Sector Service Providers, Implementing Agencies and other Public Sector Agencies.
- Apply to flood control, drainage, irrigation and other surface/ground water management activities.
- Apply to both new and existing project/sub-project/schemes, including rehabilitation/ improvement of existing schemes, wherever applicable.
- Apply to all stages of project cycle from identification to monitoring and evaluation of scheme.
- Cover issues relating to land use/agriculture/fisheries/aquaculture/biodiversity/water quality development and conservation of environment.

The guidelines will provide detailed operational framework for increasing stakeholder participation in Water Management, but all the complexities and scenarios cannot be anticipated beforehand. Therefore, the Guidelines will have to be implemented in a flexible and adaptable manner.

3. STAKEHOLDERS

3.1 Types of Stakeholder

The stakeholders of participatory water management comprise:

- Local stakeholders
- Water Management Organization (WMO)
- Local Government Institution (LGI)
- Non-Government Organizations (NGOs)/Community Level Self-help groups
- Private Sector Service Providers
- Implementing Agencies
- Other Public Sector Agencies

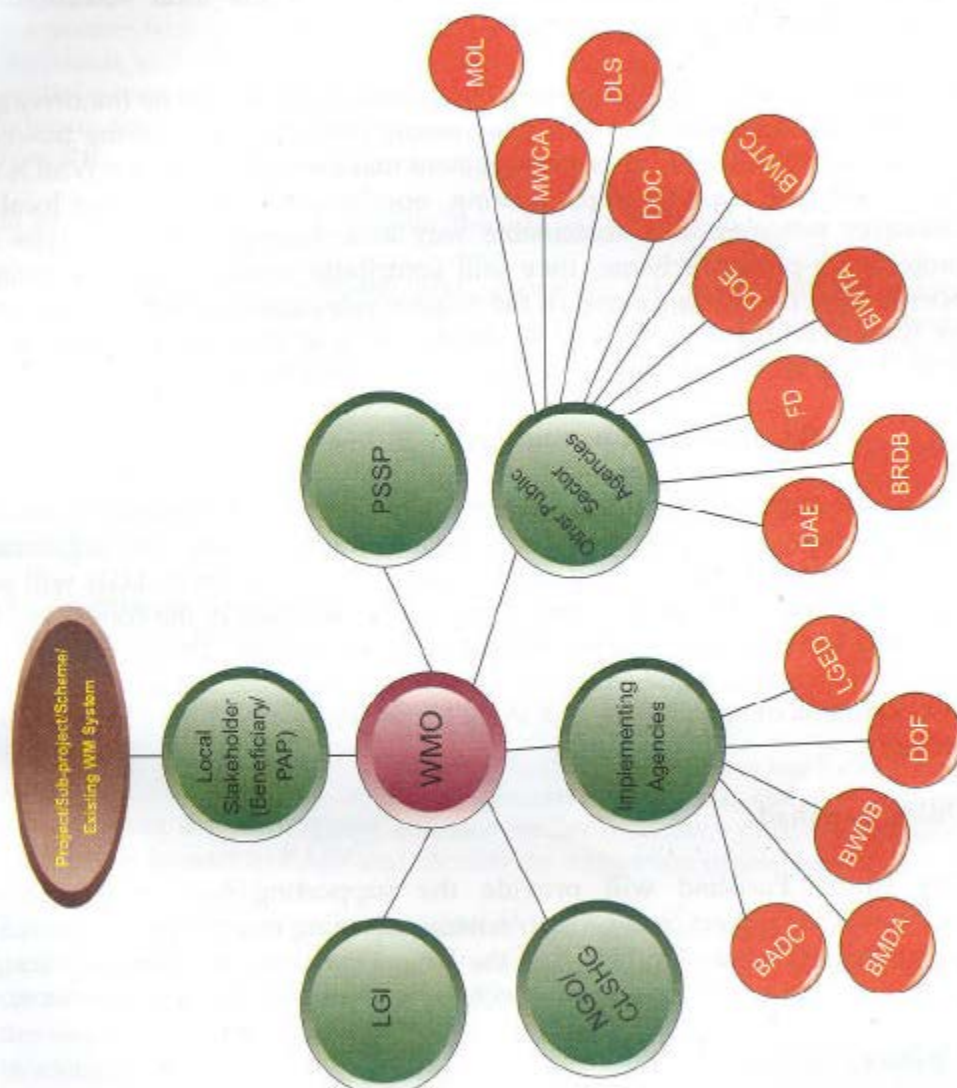
The diagram showing various stakeholders of participatory water management is given in Figure 1.

3.2 Local stakeholders

Inhabitants of an area who are directly or indirectly affected by water management are referred to as "local stakeholders" in this Guidelines. Any individual or group who, in one way or another is favourably influenced by a water resource project is a beneficiary. Any individual or group who is adversely affected by the intervention of a water resource development project is known as the Project Affected Person (PAP).

The beneficiaries and PAPs can be women and men belonging to the households of farmers, fishermen, small traders, craftsmen, boatmen, landless people, destitute women or any other member of the local community. Through the process of participatory water management, it will be ensured that the PAPs are appropriately compensated for any loss or negative effect, that the PAPs will not be worse off due to project/sub-project/scheme intervention and the issue will be monitored.

Figure 1
 DIAGRAM SHOWING VARIOUS STAKEHOLDERS OF PARTICIPATORY WATER MANAGEMENT



3.3 Water Management Organization

The institutional framework in which the local stakeholders will participate for water management will be known as the Water Management Organization (WMO) comprising Water Management Group (WMG), Water Management Association (WMA) and Water Management Federation (WMF). These will be the institutional mechanism at various levels of the local stakeholders for Participatory Water Management.

The WMG/WMA/WMF representing the stakeholders will be the driving force in water resource management. They would have decision-making power at all stages of local water resource management that concern them. The WMOs will be responsible for planing, implementing, operating and maintaining local water resources schemes in a sustainable way and depending on the type of the project/sub-project/scheme, they will contribute towards the investment and operation & maintenance cost of the project/sub-project/schemes as determined by the government or decided by them acting in their own interest. Relevant details of WMOs are given in Section 5 of the Guidelines.

3.4 Local Government Institutions

The Local Government Institutions (LGIs) will provide supporting, facilitating and coordinating assistance to the concerned water Management organization in respect of participatory water management at the local level. LGIs will provide such assistance through their representation as advisors to the concerned WMOs and also through their respective Standing Committees. The purpose will be to ensure sustainable management of local water resources in line with the over-all development of their areas and inhabitants. Their roles are further delineated below:

Union Parishad

The Union Parishad will provide the supporting/facilitating/coordinating assistance for project/sub-project/scheme covering one Union for participatory water management. On behalf of the Union Parishad, the Standing Committee on agriculture and other development works will provide such functions.

Upazila Parishad

In case any project/sub-project/scheme covers more than one Union, the Upazila Parishad will provide the supporting/facilitating/coordinating assistance for participatory water management. On behalf of the Upazila Parishad, such assistance will be provided by the Standing Committee on agriculture, irrigation and environment.

Zila Parishad

The Zila Parishad will provide the supporting/facilitating/coordinating assistance to Project/Sub-project/Scheme covering more than one Upazila for participatory water management. On behalf of the Zila Parishad, such assistance will be provided by the Standing Committee on agriculture, irrigation, cooperatives, fishery and livestock.

If a project/sub-project/scheme covers more than one district, the concerned Zila Parishads will jointly perform supporting/facilitating/coordinating function for participatory water management. For such project/sub-project/scheme, the relevant Standing Committee of the concerned Zila Parishads will perform such functions.

In specific cases, where applicable, the role of LGIs will include the following:

- To arrange management and operation of public water project/sub-project/scheme of 1000 ha or less, by the beneficiary/community organizations, the ownership of which has been transferred to the LGIs by the implementing agency.
- To arrange management of public water project/sub-project/scheme upto 5000 ha which have been made over to local and community organization by the implementing agency and their O&M has to be financed through local resources.
- To arrange joint management of project/sub-project/scheme over 5000 ha along with the implementing agency and the community organization.

3.5 NGOs/Community Level Self-help Groups

The NGOs/Community level Self-help Groups available at the local level will be relied on to assist the participatory process of the local stakeholders for water management activities. These will also render assistance in respect of assessment of negative impact to PAPs and identifying mitigation measures.

The NGO/Community level Self-help Groups will carry out participatory process and social mobilization activities on behalf of the implementing agency or in their own interest to ensure appropriate involvement and capacity development of the local stakeholders. NGOs having long and wide experience in social mobilization work will be selected to assist the participatory process.

3.6 Private Sector Service Providers

This category of stakeholders will include all relevant private sector entities which may be directly or indirectly involved with activities relating to

Participatory Water Management, such as, feasibility study, survey, design, construction, repair/maintenance, relevant production/manufacturing etc.

3.7 Implementing Agencies

The implementing agency of a new or existing project/sub-project/scheme will undertake all necessary steps for the formation of local stakeholder groups; with the assistance of other community organizations and provide training, knowledge and other technical assistance to the groups for their involvement in the project from the identification to the O&M phase of the project cycle. The two principal public sector agencies for water resource implementation activities are BWDB and LGED. Other implementing agencies for management of water resources are Bangladesh Agricultural Development Corporation (BADC), Barind Multipurpose Development Authority (BMDA) and the Department of Fisheries (DOF). The future role of the implementing agencies will gradually reduce and thereby to make room for other stakeholders to participate in different stages of the project cycle for participatory water management. Activities relating to stakeholder participation will be carried out directly by the implementing agency or in collaboration with the concerned public sector agencies, such as, BRDB and NGOs/Community Self-help group.

3.8 Other Public Sector Agencies

The activities of a number of other public sector agencies have an impact on or are supplementary to the agencies directly involved in the water resource development activities. The main agencies are the Department of Agricultural Extension (DAE), Forest Department (FD), Department of Environment (DOE), Department of Co-operatives (DOC), Bangladesh Rural Development Board (BRDB), Department of Livestock Services (DLS), Ministry of Land (MOL), Ministry of Women & Children Affairs (MWCA), Bangladesh Inland Water Transport Authority (BIWTA), Bangladesh Inland Water Transport Corporation (BIWTC), Department of Public Health Engineering (DPHE), etc. The role of these agencies in relation to water sector interventions is to deliver services in their respective fields of activity within the participatory framework set out in these guidelines. These may include assisting WMOs i.e. WMGs, WMAs and WMFs, at all stages of project cycle, particularly in respect of problem identification and preparation of production plans.

The concerned implementing agency for the water resource development project will take the initiative to ensure necessary coordination and cooperation with the above public sector agencies.

4. PARTICIPATORY PROCESS

4.1 Stakeholder Participation in Different Stages of Project Cycle

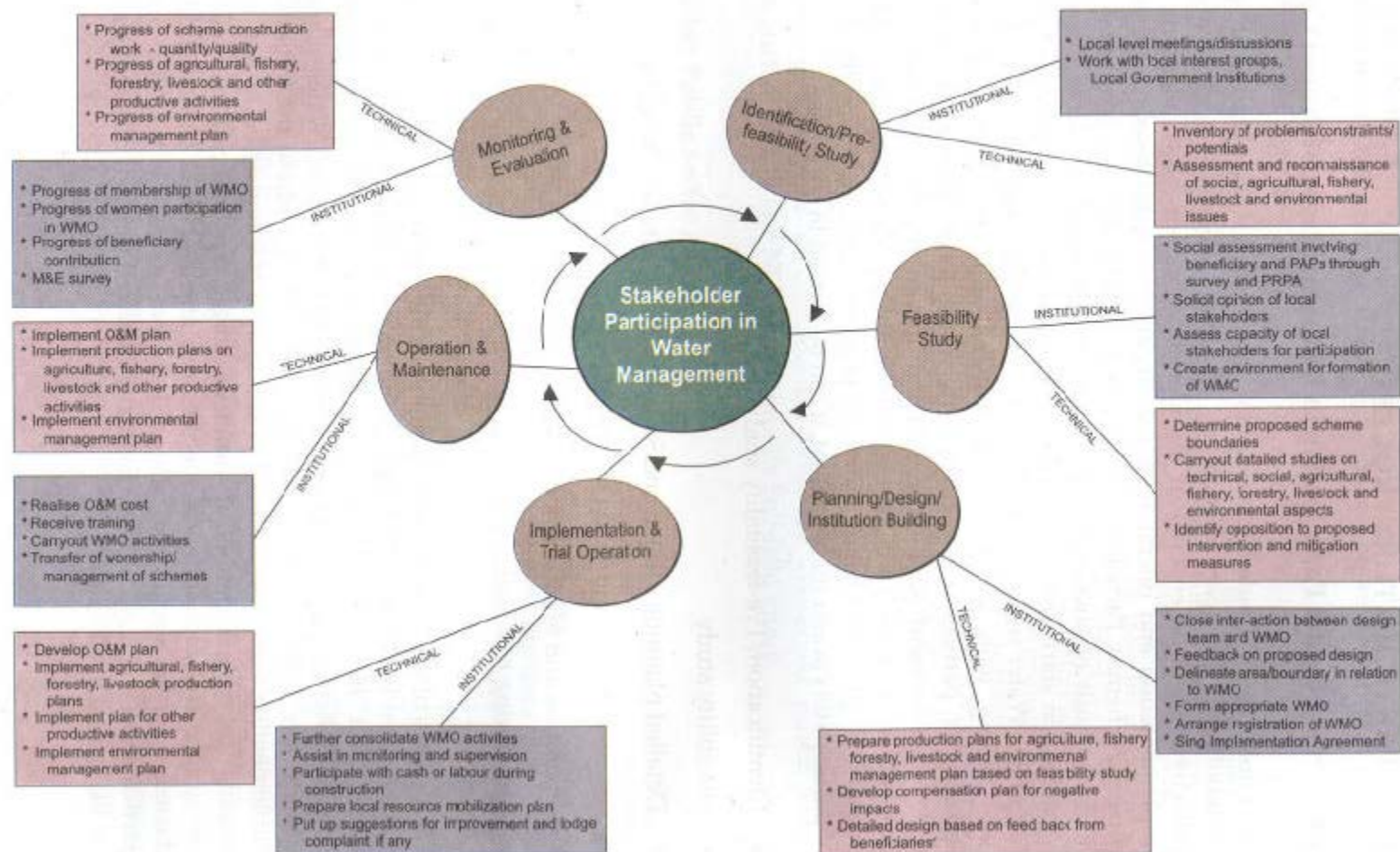
All public sector funded water sector interventions must start with the local stakeholders. The participation of all local stakeholders, individually or collectively, will be ensured in the identification, feasibility, planning, design, implementation and operation & maintenance of water resource projects/sub-projects/schemes. Participation of the local stakeholders is a continuous process in the pursuit of sustainable development. For water resources development, participation starts from the very early stage of identification of land and water resources. Water sector projects involve two parallel but inter-related processes – one dealing with structural interventions and the other concerning local stakeholder participation including its institutional framework. Participatory water management should be demand driven by the requirements of the institutional process and not exclusively supply driven by the needs of the project/sub-project/scheme. When the process is defined within the framework of participatory water management, it can be framed in six stages:

- Identification/Pre-feasibility study
- Feasibility study
- Detailed planning, design and Stakeholders' Institution Building
- Implementation and Trial Operation
- Operation and Maintenance
- Monitoring and Evaluation

The process of stakeholder participation at different stages of participatory water management is indicated in Figure 2 and various activities involved at different stages will be applicable to both new and rehabilitation projects/sub-projects/schemes, as appropriate. Stakeholders in existing water management systems can, with or without a project and with or without the initiative of the implementing agency, establish a WMO and have it registered or not. Activities relating to participation at different stages are indicated in subsequent paragraphs and depending on specific need, the process of participation may be started at/from any of the stages. It is not necessary that the process of participation will have to be sequentially followed through different stages from the beginning in all cases.

Figure 2

STAKEHOLDER PARTICIPATION AT DIFFERENT STAGES OF PARTICIPATORY WATER MANAGEMENT



4.2 Identification/Pre-feasibility Study

Early participation of all level stakeholders for taking an inventory of problems/constraints, full range of alternative actions as potential solutions and assessment and reconnaissance process constitutes the identification pre-feasibility study stage. The members of the community who will be directly or indirectly affected both favourably and unfavourably will participate at this stage. Local stakeholders are well acquainted with the constraints, utilization and potentials of water resources. All public sector funded interventions must, therefore, start with local stakeholders and/or Local Government Institutions (LGIs) identifying water resource constraints that they want to overcome as well as their possible solutions. If they themselves cannot solve these constraints, they may seek government help in doing so. Such requests can be either formulated as a constraint that needs to be removed or with a proposal for solution/intervention.

The modes of participation at this stage are basically interactive in nature and the general steps are the following:

- Local level meetings, discussions, identifying problems and developing a problem-solving process.
- Wide and effective dissemination of information on potential intervention.
- Work with LGIs, local interest-groups, socio-political factions and other relevant entities through involvement in local level committees, associations, societies, cultural and other interest groups.
- Inventory of problems/constraints and potentials
- Assessment and reconnaissance of social, agricultural, fishery, livestock and environmental issues.

The implementing agency will provide widest and equal opportunities to local stakeholders through sufficient facilitating support, so that the interventions with the highest effectiveness, priority and stakeholder support can be identified from among a large number of potential schemes. This process should encourage the development of popular support to the identified interventions which should serve as one of the criteria for proceeding to the feasibility study stage.

4.3 Feasibility Study

Most interventions of the water resource development project/sub-project/schemes benefit some stakeholders while others are dis-benefited. Therefore, a thorough participatory feasibility study is needed for identification of constraints, solutions proposed and alternatives thereof to ensure that public funds are spent on widely beneficial and sustainable interventions.

During the feasibility study stage, stakeholders' participation includes crystallizing the project concept and integrating the needs of all sub-sectors using water on the basis of a full range of environmental assessment and alternative studies. This is the stage where the concerned implementing agency, the local level Parishads, the interest groups, the GOB officials at Upazila and District levels, the PAPs and local stakeholders are free to offer options, interact on each other's opinion, determine trade-offs for different stakeholders, find definite potentials for formation of Water Management Organization and to detail out the project concept for physical implementation along with an O&M plan for its sustainability.

The modes of participation at this stage are interactive, supportive, cooperative and consultative in nature. At this stage, local knowledge, experiences, needs and insights of the people are aptly integrated into the plan and initial design of the project. The steps, in particular, are as follows:

- Actively participate in the technical, environmental, socio-economic and other professional studies of the implementation agency concerned in the form of local surveys, investigations, inventorization, conceptualization of schemes etc. for developing a sound project concept.
- Visit to the proposed site by a multi-disciplinary team so that the first hand data can complement data provided / gathered from the secondary sources.
- Social assessment involving both beneficiaries and project affected persons and those living inside and adjacent to the proposed scheme area.
- Solicit the opinion of women and full time, part-time and subsistence fishermen .
- Identify any opposition to a proposed intervention and mitigation measures acceptable to the project-affected persons as integral part of the proposed intervention.
- Determine proposed scheme boundaries in a way which make sense from both technical and social points of view.
- Create an environment for formation of appropriate Water Management Organizations during consultation and the process of feasibility study.
- Carryout detailed studies on technical, social, agricultural, fishery, forestry, livestock and environmental aspects.

- Visualize production plans for each category of beneficiaries and compensation and mitigation plans for each category of Project Affected Persons (PAPs).
- Assess capacity of the local stakeholders for participation at different levels of project cycle, initiate the process of formation WMO and assess the need for training/orientation.
- Organize pre-project meetings at local levels, proposing appropriate participatory organizational arrangement for planning and implementation, operation, maintenance, monitoring and evaluation etc.
- Use various techniques and methods during feasibility studies, such as, participatory rural appraisals, focus-group discussions and discussion meetings with the elected representatives and the local people.
- Identify practicable, low-cost and sustainable water management solution to local problems relating to water.

The feasibility study of all proposed project/sub-project/scheme will be routed through the Inter-Agency Project Evaluation Committee (IAPEC) at the district level constituted vide circular of the Planning Commission as given in Annex 3.

4.4 Planning, Design and Institution Building

When a project/sub-project/scheme is considered feasible, detailed planning, design and stakeholder's institution building activities will start. Close interaction between the design team and the local stakeholders is necessary. The local stakeholders will given feedback to the design team on the basis of their local knowledge about the proposed intervention.

During the detailed planning, design and institution building stage, stakeholder participation includes assisting the professional teams of the implementing agency to get the necessary local experience, insights and best-practice-examples for locating the water infrastructures in management-friendly way. The local stakeholders will examine, suggest and agree to the best possible alternative design prepared by the experts of the implementing agency for achieving workable, efficient, manageable and environmentally sustainable water management system. Emphasis will be given to planning of technically feasible,

economically viable, socially acceptable and environmentally sustainable water resource project/sub-project/scheme.

Modes of participation at this stage by the local stakeholders are more of a technical, professional and inter-active in nature. The steps are to:

- Provide the design team of the implementing agency with all necessary local information on special complexities in water management, the peculiarities and uniqueness of the area-specific land and water characteristics, diversities of water use etc.
- Prepare production plans on agriculture, fishery, forestry and livestock development and environmental management plan based on the feasibility study.
- Prepare detailed design based on feedback from the beneficiaries.
- Assist the team by physically locating any issue or problem and suggest structural or non-structural solutions for the system.
- Act as the source of local knowledge/information to the professionals of the implementing agency.

On the institution building side of the local stakeholders, the following steps will be involved:

- Delineate area/boundary in relation to the level of WMO
- Form appropriate WMO (WMG, WMA and/or WMF)
- Arrange registration of the WMO, where applicable, under the Cooperative Societies Ordinance, 1984 and the Cooperative Societies Rules, 1987 (till such time a separate Act/Rule is framed by the Government for management of affairs of the Water Management Organization)
- Ensure close interaction between the design team and the WMOs about the scheme concept, location and size of structures, alignment of embankment and khals etc.
- Develop compensation plan for negative impacts.

All of the above will lead to a comprehensive scheme portfolio, including a clear description of the problem (s) to be solved, a listing of the expected outputs in each season, both positive and negative, both inside and outside the area and an estimate of the yearly O&M cost. The detailed design should furthermore give the exact locations of structures, alignments of khals and embankments, necessary land acquisition etc.

The detailed design will then be presented to the local stakeholders for discussion, feedback and acceptance. At this stage, an "Implementation Agreement" between concerned WMO and the implementing agency will be signed, the salient features of which are indicated below:

- Relationship among parties
- Roles and responsibilities of the Water Management Organization (WMO)
- Roles and responsibilities of the Implementing Agency/Local Govt. Institutions
- Resolution of potential conflicts

The Sample Implementation Agreement as given in Annex-4 is to be signed during pre-construction activities. The purpose of the Agreement is to ensure smooth construction of project/sub-project/scheme in time and with desired quality with active involvement of the local stakeholders.

It will also be necessary at this stage to stipulate the specific responsibility of the concerned WMO in respect of operation and maintenance of the project/sub-project/scheme including financial contribution.

Sufficient institutional basis should be developed in terms of WMO membership and beneficiary contribution prior to signing of the implementation agreement. This should be pursued by the local stakeholders facilitated by the implementing agency and the LGIs. At this stage it will be essential to ensure that the decisions on scheme designs and subsequent O&M would reflect the interest of the beneficiary population at large, instead of a small number of interest groups. Likewise, the process of coordinating diverse and conflicting interest among people within and outside the project/ sub-project/scheme area should be finalized through appropriate consultation and establishment of mitigation plans.

4.5 Implementation and Trial Operation

Implementation includes pre-construction, construction and trial operation activities. During the implementation and trial operation stage, local stakeholder participation is to make sure that construction is done as per the detailed design.

Construction/ rehabilitation/ improvement or any civil work will start only after it is clearly demonstrated that the concerned WMO has been formed and it is actively functioning.

Steps of participation at this stage are mainly supportive in nature to physical implementation/construction. They are as follows:

- Get involved in the implementation activities
- Assist the implementing agency in monitoring and supervising the quality of civil works
- Participate with cash or labour during construction (beneficiary contribution) as and when applicable
- Prepare and implement an O&M plan
- Prepare and implement local resource mobilization plan
- Prepare and implement agricultural production plans
- Prepare and implement fisheries production plans
- Prepare and implement livestock production plans
- Prepare and implement forestry production plan
- Prepare and implement environmental management plan
- Put up suggestion for improvement and lodge complaint in case of any problem as per procedure of the Implementation Agreement

At least, 25 percent of the earth work of any public water project/sub-project/scheme will be offered to the WMOs which will carryout the actual work through the Labour Contracting Society (LCS). For this purpose, an agreement will be signed between the implementing agency and the WMO and another agreement will be signed between the WMO and the LCS. The model terms and conditions of the sample agreements are given in Annex-5. The landless male and female groups of BRDB and such groups formed by the NGOs will be included as LCS members. The main objectives of LCS activities will be to provide employment and income generating opportunities to the rural poor men and women, ensure fair wage and achieve high quality of construction work. At least, either 30 percent LCS groups or 30 percent LCS members will be women.

At the implementation stage, the implementing agency will ensure effective coordination among project beneficiaries and project affected persons. This is necessary in view of diverse interests on water resource management.

Steps for institutionalization of O&M activities will be taken at the trial operation stage with appropriate support from the implementing agency and other public sector agencies for capacity development of WMO.

On completion of construction of project/sub-project/scheme and after successful trial operation, the following steps will be taken:

- Management of projects/sub-projects/schemes over 5000 ha will either be by private management through leasing, management contract or joint management by the implementing agency along with local government and community organizations.
- Management of projects/sub-projects/schemes up to 5000 ha will be made over to local and community organizations.
- Ownership of projects/sub-projects/schemes up to 1000 ha will be transferred to the local government institutions which are being satisfactorily managed and operated by WMOs.

The salient features of leasing/management contract, joint management and ownership transfer will include, inter-alia, the following:

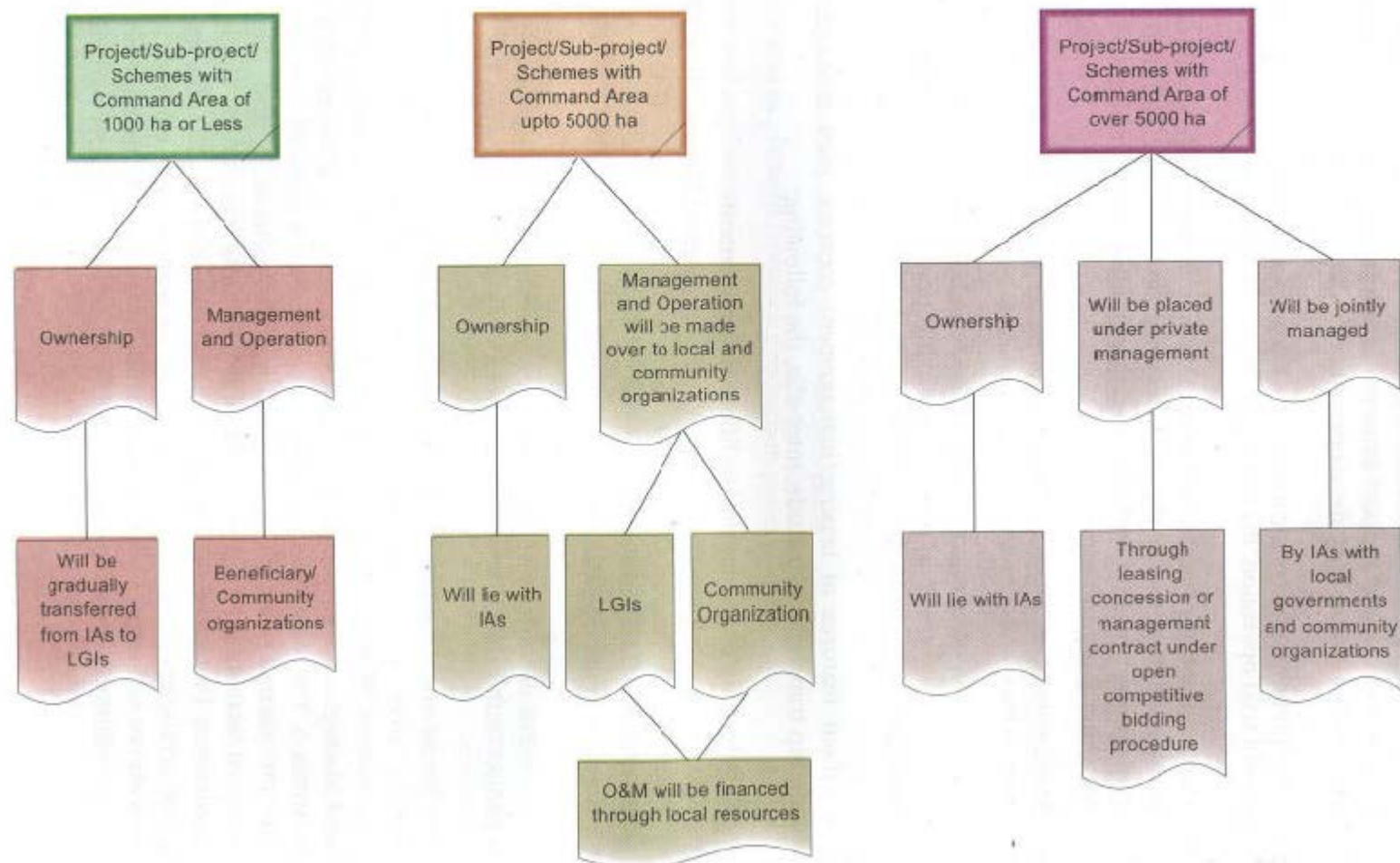
- Relationship of parties under different arrangements
- Roles and responsibilities of the Water Management Organization (WMO)
- Roles and responsibilities of Implementing Agency (IA)/Local Govt. Institutions (LGI) and others
- Resolution of potential conflicts.

Involvement of various stakeholders in ownership, management and operation of project/sub-project/scheme of different sizes is given in Figure 3.

The Terms and Conditions of the sample Agreements for ownership transfer, making over of management, private management through Leasing/Concession/ Management Contract under competitive bidding procedure or Joint Management for projects/sub-projects/schemes of different sizes are given in Annex-6. The terms and conditions incorporated in these agreements are some relevant examples only, these are not fully exhaustive and these can be modified/elaborated further by the implementing agencies for signing various agreements. In case of project/sub-project/scheme above 5000 ha, as compared to the arrangement of leasing, concession or management contract under open competitive bidding procedure, the arrangement of joint management may be given preference, since it provides a better scope of stakeholder participation.

Figure 3

INVOLVEMENT OF VARIOUS STAKEHOLDERS IN OWNERSHIP, MANAGEMENT AND OPERATION OF PROJECT/SUB-PROJECT/SCHEME OF DIFFERENT SIZES



4.6 Operation and Maintenance

During the O&M stage, local stakeholders' participation will include active participation in water management/use and operation & maintenance of facilities on the ground. The participation will be in different ways according to the size, nature and complexity of water resources project/sub-project/scheme.

The elements of participation at this stage will include the following:

- Have ownership of the project/sub-project/scheme, as applicable.
- Have Management's right of the project/sub-project/scheme, as applicable.
- Have joint management of the project/sub-project/scheme with the Local Government Institutions and the implementing agencies, as applicable.
- Prepare over-all management, operation and maintenance plan of the project sub-project/scheme.
- Prepare plan for routine and periodic maintenance of infrastructural facilities.
- Realize O&M costs for the project/sub-project/scheme
- Implement production plans on agriculture, fishery, livestock, forestry etc.
- Implement environmental management plan
- Receive training for different water management groups from the implementing agency or the contracted NGOs.
- Monitor the implementation of O&M plan and constantly improve upon the same in physical, financial and managerial terms.
- Adopt conflict resolution mechanism within the project/sub-project/scheme (e.g between highland and low land, upstream and downstream, farmers and fishermen, beneficiaries and PAPs etc.)

The implementing agency will advise and assist the local stakeholders in preparing an operation and maintenance plan. The agency will furthermore assist the local stakeholders by taking part in technical inspections of infrastructure, making estimates and budgets, training for specific activities, quality control etc.

4.7 Monitoring and Evaluation

During the M&E stage, local stakeholders' participation involves identification of areas that need further improvement and to undertake those improvements.

The issues to be covered at this stage will include the following:

- Physical progress of construction work - quantity and quality
- Progress of membership of WMO
- Progress of women participation in WMO
- Progress of beneficiary contribution
- Progress of agricultural production
- Progress of fishery production
- Progress of livestock production
- Progress of forestry production
- Progress of implementation of environmental management plan
- Progress of other production activities undertaken by WMO
- Participate in M&E surveys/activities planned by the Implementing Agency
- Assess results of mitigation measures taken against any adverse effect
- Assess conditions of PAPs

5. WATER MANAGEMENT ORGANIZATION

5.1 Types and Levels of Water Management Organization

To be meaningful and sustainable, local stakeholder participation has to be institutionalized. Water Management will be encouraged and assisted to form different types of Water Management Organization, such as, Water Management Group (WMO), Water Management Association (WMA) and Water Management Federation (WMF) depending on the size and complexity of the project/sub-project/scheme. For each project/sub project/scheme, there will be at least one level of WMO. The number and level of WMO to be formed in any project/sub-project/scheme will be decided by the stakeholders on the basis of their preference and in consideration of the size and complexity of the project/sub-project/scheme. The types of WMO which may be formed in respect of different sizes of project/sub-project/scheme are indicated below:

For Project/Sub-project/Scheme Upto 1000 ha

In such project/sub-project/scheme, there may be one or two WMOs as indicated below:

- WMG at the lowest level for each smallest hydrological unit or social unit (Para/Village)
- WMA at the apex level of the project/sub-project/scheme.

For Project/Sub-project/Scheme Upto 5000 ha.

The WMO for such project/sub-project/scheme may consist of two or three levels as indicated below:

- WMG at the lowest level for each smallest hydrological unit or social unit (Para/Village)
- WMA either at the mid-level for each sub-system of the project/sub-project/scheme or at the apex level for the project/sub-project/scheme.
- If necessary, WMF at the apex level of the project/sub-project/scheme in case WMA is formed at the mid-level for each sub-system.

For Project/Sub-Project/Scheme above 5000 ha.

There will be the following three tiers of WMO for such project/sub-project/scheme:

- WMG at the lowest level for each smallest hydrological unit or social unit (Para/Village)
- WMA at the mid-level for each sub-system of the project/sub-project/scheme.
- WMF at the apex level of the project/sub-project/Scheme.

The organogram for different types and levels of WMO for various sizes of project/sub-project/scheme is given in [Figure 4](#). In case more than one level of WMO are established under a project/sub-project/scheme, their role will be mutually supportive and not competitive. If any conflict arises at any level of WMO, the same will be resolved by the respective higher level of WMO.

Figure 4

Organogram of Water Management Organisation

Composition of WMF

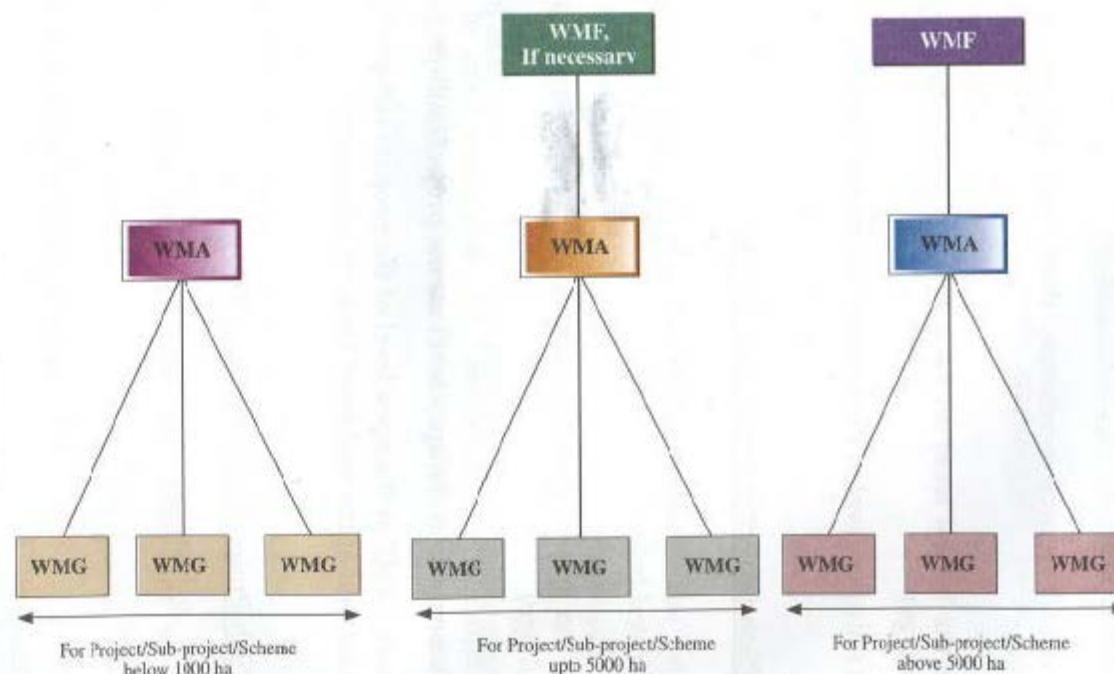
- WMF will be formed for apex level of the Project/sub-project/scheme
- Representatives from the general members of the WMA will be the general members of the WMF
- Representatives from the concerned LGIs (Upazila Parishad/Zila Parishad) will be the advisors of WMF

Composition of WMA

- WMA will be formed for either the apex level of project/sub-project/scheme or the mid-level for each sub-system of the project/sub-project/scheme
- Women and men belonging to the households of farmers, fisherman, small traders, craftsmen, boatmen, aquaculturist, landless people, destitute women, PAP etc. will be the general members of WMA or representatives from the general members of the WMG will be the general members of WMA
- Representatives from the concerned LGIs (Union Parishad/Upazila Parishad) will be the advisors of WMA

Composition of WMG

- WMG will be formed for each smallest hydrological unit or social unit (Para/Village) of the project/sub-project/scheme
- Women and men belonging to the households of farmers, fishermen, small traders, craftsmen, boatmen, aquaculturist, landless people, destitute women, PAP etc will be the general members
- Representatives from the concerned LGI (Union Parishad) will be the advisors of WMG



5.2 Composition of Water Management Organization

The membership of the WMG will be open to women and men belonging to the households of farmers, fishermen, small traders, craftsmen, boatmen, aquaculturist, landless people, destitute women, PAPs etc. within the project/sub-projects/scheme area who are influenced directly or indirectly and positively or negatively from the project/sub-project/scheme and they will be treated as the general members of WMG.

The membership of the WMA will be open to women and men belonging to the households of farmers, fishermen, small traders, craftsmen, boatmen, aquaculturist, landless people, destitute women, PAPs etc. within the project/sub project/scheme area who are influenced directly or indirectly and positively or negatively from the project/sub project/scheme and they will be treated as the general members of the WMA. Alternatively, the representatives from the general members of the WMG will be the general members of the WMA.

The representatives from the general members of the WMA will be the general members of the WMF.

Members of the vulnerable groups i.e. women, landless, share croppers, PAP must be included as general members and members of Managing Committee/Executive Committee of WMG/WMA.

Representatives from the concerned LGIs will be included as Advisors to the WMG (representatives from Union Parishad), WMA (representative from Union Parishad/Upazila Parishad) and the WMF ((representative from Upazila Parishad/ Zila Parishad).

5.3 Legal Status of the Water Management Organization

The WMG may or may not be registered. The WMA will be registered. The WMF may or may not be registered.

Agreements will be signed by the concerned implementing agency or the LGI only with the registered WMOs.

Registration of the Water Management Organization will be done within the framework of the Cooperative Societies Ordinance, 1984 and the Cooperative Societies Rules, 1987 as amended from time to time. This system of registration will prevail till such time the government will frame separate rules for

registration of the Water Management Organization for participatory water management.

5.4 Characteristics of Registered WMO

The registration of a cooperative society will render it a body corporate by the name under which it is registered, with perpetual succession and a common seal and with power to hold property, to enter into contracts to institute and defend suits and other legal proceedings and to do all things necessary for the purposes for which it was constituted.

The management of every registered co-operative society will vest in a managing committee constituted in accordance with the Cooperative Societies Ordinance, 1984, the Co-operative Societies Rules, 1987 and the bye-laws to be framed thereunder.

The model bye-law of the WMOs which is registered as a cooperative society is given in Annex-7.

5.5 Characteristics of Un-registered WMO

The WMOs which will not be registered as Cooperative Societies will remain as un-registered WMOs. Such unregistered WMOs will adopt internal group dynamic process and to manage their activities, these will also have appropriate procedures.

The model procedures of the un-registered WMOs is given in Annex 8.

5.6 Broad Tasks and Responsibilities of WMO

The tasks and responsibilities of different levels of WMOs will be very important for effective participatory water management. In case of project/sub-project/scheme where there will be one level of WMO, the entire responsibility of internal management and external coordination will be made by that WMO. In case of project/sub-project/scheme where there will be two or three levels of WMO, the tasks and responsibilities of various levels will be complementary to each other. In that case, the over-all management and co-ordination will be done by the apex WMO. The broad tasks and responsibilities of WMOs of various levels are indicated below:

Water Management Group

The broad tasks and responsibilities of the Water Management Groups (WMG) will include, inter-alia, the following:

- Stakeholders interactive activities through preliminary discussions, meetings, motivation etc.
- Provide general membership
- Frame the working procedure
- Describe process of interaction
- Formulate documents
- Participate in all stages of project cycle
- Prepare annual crop/other production plan and O&M plans
- Mobilize local resources and collect beneficiary contribution towards scheme investment and operation and maintenance cost.
- Keep books of account for record and auditing
- Work with implementing agencies, NGOs, Community level self-help groups and LGIs
- Progressively take up of full or shared water management responsibilities
- Resolve conflicts, elect/select office bearers, explore dimensions of economic activities around water resources project/sub-project/scheme.

Water Management Association

The broad tasks and responsibilities of the Water Management Association (WMA) will include, among others, the following:

- Prepare budgets and participate in overall activities
- Provide general membership
- Review and resolve conflicts or issues referred to from WMGs
- Liaise with the implementing agency, LGIs, NGOs and community self-help groups concerned regarding various issues
- Sign documents for management transfer on behalf of the WMGs with implementing agency or LGIs as appropriate
- Formally represent the beneficiaries and project affected persons in all issues relating to water management.

- Prepare annual crop/other production plan and O&M plans and/or collate annual crop/other production plan prepared by WMG.
- Collect the beneficiary contribution towards scheme investment and operation and maintenance cost and where applicable, collect beneficiary contribution from WMG for investment, operation and maintenance costs.
- Observe construction to ensure that works are as per the design and the implementation agreement and participate in joint supervision team.
- On completion of lease in the scheme infrastructure from the implementing agency and operate and maintain it as per the lease agreement.
- Assist in arranging relevant extension, training and other service from government and non-government organizations for various stakeholder groups.

The concerned local government bodies will act in an advisory capacity to the WMA, particularly in the areas of land acquisition and resolving conflicts among the various local stakeholders. The implementing agency will act as the technical adviser to the WMA in all matters related to water management.

Water Management Federation

The broad tasks and responsibilities of the Water Management Federation (WMF) will include, among others, the following:

- Liaise with the implementing agency as and when required
- Oversee the activities of WMAs
- Provide general membership
- Coordinate the functions of various stakeholders in water management
- Mobilize joint efforts for effective application of rules/procedures regarding water management
- Formally represent the beneficiaries and project affected persons in all scheme-level issues relating to water management
- Prepare annual crop/other production plan and O&M plans and/or collate annual crop/other production plans prepared by WMA.
- Where applicable, collect from the WMAs, the beneficiary contribution towards scheme-level operation and maintenance
- Observe scheme-level construction to ensure that it is done as per design and the implementation agreement.

- On completion of the scheme, lease the scheme-level infrastructure from the implementing agency and operate and maintain it as per lease agreement.
- Assist in arranging relevant extension, training and other service from the government agencies and the non-government organizations for various stakeholders.

The concerned representatives of the LGIs will act as advisors to the WMO particularly in the areas of providing non-technical advice and resolving conflicts among various local stakeholders. The concerned implementing agencies and other public sector agency will provide technical advice and assistance to the WMO, WMA and the WMF in the relevant matters concerning participatory water management.

5.7 Beneficiary Contribution and Local Resource Mobilization

For the foreseeable future, cost recovery for flood control and drainage (FCD) projects is not envisaged in the NWPo. In case of flood control, drainage and irrigation project/sub project/scheme, water rates will be charged for O&M as per government rules. Water rates realized from the beneficiaries for O&M will be retained locally for the provision of services within the concerned project/sub-project/scheme. Certain projects require that the beneficiaries will have to share the investment cost either in cash or labour and also the O&M cost. The WMOs will mobilize local resources to meet the requirement of such contribution/sharing of investment and O&M costs.

6. CAPACITY DEVELOPMENT

6.1 Importance of Capacity Development

In order to achieve the objectives of the GPWM, capacity development of WMOs is essential in respect of organizational, technical and financial aspects. Capacity development is not only to develop the capacities of WMOs but also to ensure the improvement of the capacities of those who work with them, such as, LGIs, NGOs and the Implementing Agencies. Capacity development approach should, therefore, be taken as a comprehensive task and aimed at enhancing capacities of all the key stakeholders in participatory water management. Public water projects will include a training component for transfer of knowledge and technology to the users and it will be initiated/monitored by the implementing agency at every stage of the project work.

6.2 Orientation and Training Needs

Since the participation of the local stakeholders and others involved is a lengthy and complicated process, appropriate programme for orientation and training of all concerned will be of utmost importance for ensuring effective participatory water management. Such orientation/training programme will cover all the stakeholders which will include:

- Water Management Organizations
- Representatives of the Local Government Institutions
- Representative of NGOs and Community Level Self help Groups
- Private Sector Service Providers
- Officials of the Implementing Agencies

Such orientation/training programmes will cover all relevant issues from the identification stage to the monitoring and evaluation of the water resource schemes. The orientation/training programmes for different stakeholders will be planned and implemented in an integrated manner, so that efforts made in this respect for different categories of the stakeholders will be mutually supportive to each other. Separate orientation/training modules for various topics/issues and stakeholders will be prepared as considered necessary and implementation of orientation/training courses will be done on the basis of the Annual Orientation/Training Calendar.

6.3 Topics/Issues /Areas to be Covered

The orientation/training of the local stakeholders and others concerned will include, inter-alia, the following:

- Introduction to project/sub-project/scheme -- objective, components, coverage etc
- Stakeholders of participatory water management
- Participatory Rapid Rural Appraisal (PRRA)
- Activities under institutional and technical process during identification stage
- Activities under institutional and technical process during feasibility study stage
- Activities under institutional and technical process during planning and design stage
- Activities under institutional and technical process during implementation and trial operation stage.

- Activities under institutional and technical process during operation and maintenance stage.
- Activities under institutional and technical process during monitoring and evaluation stage.
- Water Management Organization (WMO) - types, levels, formation and roles/ responsibilities.
- Bye law of Registered Water Management Organization
- Bye law of Unregistered Water Management Organization
- Technical (engineering) issues concerning project/sub-project/ scheme
- Environmental issues concerning project/sub-project/ scheme
- Construction/supervision of project/sub-project/scheme
- Formation of LCS and construction of schemes through LCS
- Preparation and implementation of agricultural production plan
- Preparation and implementation fishery/aquaculture production plan
- Preparation and implementation of other supportive production plan (such as, tree plantation, income generating activities etc.)
- Beneficiary contribution/local resource mobilization (LRM) for sharing of scheme cost
- Roles/responsibilities of the LGI representatives
- Roles/responsibilities of NGOs/Community Level Self help Groups
- Roles/responsibilities of the implementing agencies
- Roles/responsibilities of other public sector agencies
- Roles/responsibilities of private sector service providers
- Group management
- Skill development and leadership
- Coordination of project/sub-project/scheme activities and resolution of conflicts
- Sustainability of project/sub-project/scheme and concept of sustainable integrated water management
- Any other relevant issues

6.4 Approach/Methodology

The need for choosing appropriate training method and training aids in implementing various types of orientation/training courses for different categories of trainees is important. There are different criteria which can be used to make a choice of a particular training methods/aids.

The delivery mechanism of training will involve a participatory process. The participants of training will mostly be adults and their educational and socio-economic background will be different. The role of trainer in this process of

learning will be as facilitator and not as teacher. The trainer will create a responsive environment by encouraging the participants in a two-way communication process which will mean active involvement of the trainer and the trainees in the learning process. In this process, efforts will be made by the trainer to involve all the trainees as much as possible. A continuous feed back mechanism will be applied by the facilitator/trainer to check understanding of the trainees and also seeking their feedback. The trainers for such courses will acquire skills in handing the participatory type training programme through Training of Trainers (TOT) course to be organized by the Implementing Agency.

7. MONITORING AND FURTHER REVISION

7.1 Monitoring of the Application of the Guidelines

Since application of the guidelines involves important technical, social and institutional process in which stakeholders' active participation has to be ensured, the progress of application of the Guidelines in the field will be closely monitored.

The Task Force for Participatory Water Management will perform the task of monitoring the application of the Guidelines in the field. For that purpose, the Task Force will evolve necessary methodology/indicator for monitoring, collect relevant information and send the compiled information to WARPO.

Based on the field information received from the Task Force, WARPO will centrally monitor the application of the guidelines and send the compiled information to the Ministry of Water Resources indicating progress and comments.

The monitoring system and reports will be reviewed after two years. If considered necessary, monitoring report after one year or interim monitoring report at any other time may be prepared for review.

7.2 Further Revision of the Guidelines

It is recognized that the experience of Participatory Water Management is gradually growing in Bangladesh and for that purpose it is necessary to further update the guidelines taking into account the experience and lessons gained from application of the same in the field.

Within two years of application of the Guidelines in the field, appropriate, steps as considered necessary will be taken to revise and expand the guidelines on the basis of experience gained including rectification of shortcomings/defects.

PART-2

ANNEXES TO THE GUIDELINES

(Pages 31-76)

GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH
MINISTRY OF WATER RESOURCES
DEVELOPMENT SECTION-1

No. MoWR/Dev.1/WB-4/99/237

Dated:05-05-1999

NOTIFICATION

The Government feels the necessity of having one uniform but flexible Guidelines for Participatory Water Management by all agencies working in the water sector. In the meantime, a few government agencies have drafted their own guidelines apparently without any mutual co-ordination among them. It may not be desirable to have more than one guidelines for use in the water sector for the same purpose.

2. With a view to integrating these documents into one acceptable document by retaining flexibility for minor details, the government is pleased to constitute an inter-agency Task Force as follows:

(1)	Mr. Md. Shahidul Hassan, Additional Chief Engineer, LGED	...	Convenor
(2)	Mr. Salahuddin Md. Humayun, Project Director/Suptd. Engineer	...	Member
(3)	Dr. Q. R. Islam, Agronomist, SSWRDSP, LGED	...	Member
(4)	Mr. Nityananda Chakravorty, Director, Economic Planning, BWDB, Dhaka	...	Member
(5)	Mrs. Sultana Afroz, Sociologist, SSWRDSP, LGED	...	Member
(6)	Mr. Saeedur Rahman, Director, Planning Scheme-IV, BWDB, Dhaka	...	Member
(7)	Mr. S.M. Towheed, Senior Agricultural Planning Officer, Directorate of Planning (General), BWDB, Dhaka	...	Member
(8)	Mr. H.R. Akanda, Management Consultant, LGED	...	Member
(9)	Mr. F.R.M. Khaled, Deputy Chief Agronomist, Directorate of Land & Water Use, BWDB, Dhaka	...	Member

3. Mr. Dirk R. Frans, Participatory Development Advisor, SSWRDSP, LGED will act as a facilitator.
4. The Task Force will be provided with the necessary documents by the Convenor in the first meeting. The first meeting will also be attended by the Secretary, Ministry of Water Resources and the Secretary, Local Government Division for sharing their views on the subject with the members of the Task Force.
5. The Task Force will meet formally as many times as necessary to arrive at a consensus document.
6. First meeting of the Task Force will be held on May 12, 1999 at 3:00 P.M. at LGED Bhaban.
3. The final output of the Task Force will then be put to further review by organizing a consultative workshop at the national level.



(Shahed Iqbal Md. Mahbub-ur-Rahman)
 Senior Assistant Secretary
 Tel: 866859

Distribution:

1. Mr. Md. Shahidul Hassan, Additional Chief Engineer, LGED, Dhaka
2. Mr. Salahuddin Md. Humayun, Project Director/Superintending Engineer, CPP (FAP-20), BWDB, Tangail
3. Dr. Q.R. Islam, Agronomist, SSWRDSP, LGED Dhaka
4. Mr. Nityananda Chakravorty, Director, Economic Planning, BWDB, Dhaka
5. Mrs. Sultana Afroz, Sociologist, SSWRDSP, LGED, Dhaka
6. Mr. Seedur Rahman, Director, Planning Scheme-IV, BWDB, Dhaka
7. Mr. S.M. Towheed, Senior Agricultural Planning Officer, Directorate of Planning General, BWDB, Dhaka
8. Mr. H. R. Akanda, Management Consultant, LGED, Dhaka
9. Mr. F.R.M. Khaled, Deputy Chief Agronomist, Directorate of Land & Water Use, BWDB, Dhaka

cc:

1. Chairman, Bangladesh Water Development Board, Dhaka
2. Chief Engineer, Local Government Engineering Department, Agargaon, Dhaka
3. PS to Secretary, Ministry of Water Resources
4. PS to Secretary, Local Government Division, Bangladesh Secretariat, Dhaka

Officers Co-opted as Members by the Task Force

1. Mr. Md. Nurul Islam, Project Director, SSWRDSP, LGED
2. Mr. G.J.N. Murshed, Senior Scientific Officer, WARPO
3. Dr. Tofail Ahmed, Sociologist, SSWRDSP, LGED
4. Mr. Ataur Rahim, Aquaculture Specialist, SSWRDSP, LGED
5. Mr. Md. Sultan Uddin, Chief Engineer, S&W, BADC
6. Mr. M. Atahar Hossain, Addl. Director, WM&AE Wing, DAE
7. Dr. Mostafa Kamal Faruque, Joint Director, Department of Environment
8. Dr. Md. Momtazuddin, Deputy Chief, Department of Fisheries
9. Mr. Santosh Kumar Nath, Deputy Director (Evaluation), Department of Livestock

Relevant Provisions of NWPo on Participatory Water Management

Planning and Management of Water Resources (Section 4.2: Pages 5-6):

"The participation of all project affected persons, individually and collectively, will be ensured in the planning, design, implementation and operation and maintenance (O&M) of publicly funded surface water resources development plans and projects. Local Governments (Parishads) will be the principal agencies for coordinating these efforts. Community level self-help groups (private) and Non-Government Organizations will also be relied on to assist in the Participatory Process."

Public and Private Involvement (Section 4.4: Pages 8-9):

- "Water resources management requires involvement of the public and private sectors, communities and individuals that benefit from the delivery of water-related services. The ultimate success and effectiveness of public water resources management projects depend on the people's acceptance and ownership of each project. It is important to delineate the roles and responsibilities of every one involved in water resources management. The principle that community resources should be managed by the community concerned, along with local government institutions unless a greater national interest prevails, should guide water resource management."
- "Public water institutions will, to the extent feasible, use private providers of specific water resources services in carrying out their mandates, giving preference to beneficiary groups and organizations".
- "The management of public water schemes, barring municipal schemes, with command area up to 5000 ha will be gradually made over to local and community organizations and their O&M will be financed through local resources."
- "Public water schemes, barring municipal schemes, with command area of over 5000 ha will be gradually placed under private management, through leasing, concession, or management contract under open competitive bidding procedures, or jointly managed by the project implementing agency along with local government and community organizations".
- "Ownership of FCD and FCDI projects with command area of 1000 ha or less will gradually be transferred to the local governments, beginning with the ones that are being satisfactorily managed and operated by the beneficiary/community organizations."
- "Appropriate public and private institutions will provide information and training to the local community organizations for managing water resources efficiently."
- "Enabling environment will be created for women to play a key role in local community organizations for managing water resources efficiently"

Economic and Financial Management (Section 4.14: Pages 15-16:

- "For the foreseeable future, however, cost recovery for flood control and drainage (FCD) projects is not envisaged in this policy. In case of flood control, drainage and irrigation (FCDI) projects, water rates will be charged for O&M as per Government rules."
- "Recovery of O&M cost will, as far as possible, be made through private collection means, such as, leasing and other financial options. Beneficiaries and other target groups will be given preference for such contracts"
- "Water charges realized from beneficiaries for O&M in a project would be retained locally for the provision of services within that project."
- "Effective beneficiary participation and commitment to pay for O&M will be realized at the project identification and planning stages by respective public agencies."

Stakeholder Participation (Section 4.16: Page 18):

- "Decisions regarding water resources management can affect nearly every sector of the economy and the public as a whole and stakeholder participation should be established in a form that elicits direct input from people at all levels of engagement. Stakeholder involvement should be an integral part of water resources management, at all stages of the project cycle. Towards that objective, there should be a complete reorientation of the institutions for increasing the role of stakeholders and the civil society in decision making and implementation of water projects. The Government has to be at the core of the effort to help build the local institutions and to impart a precise awareness of the issues and an unambiguous understanding of their role in water management. Similarly, Government must lead the effort to ensure greater participation of women in this endeavour."
- "The Guidelines for People's Participation (GPP) in Water Development Projects be adhered to as part of project planning by all institutions and agencies involved in public sector management of water resources."
- "Guidelines for formation of water user groups (WUG) and similar community organizations will be formulated."
- "Generally, 25 percent of the earthwork of any public water project will be offered to specific target groups or beneficiaries."

- "All opportunities are explored and efforts undertaken to ensure that the landless and other disadvantaged group are directly involved in participatory management of local water resources."
- "New projects proposed by a community or a local institution will be considered for implementation on a priority basis only when the beneficiaries have mobilized a certain percentage of the total cost as their contribution to the project."

Institutional Policy (Section 5: Page 19-20):

- "The Government will lead the effort towards developing grass root institutions, in conjunction with the civil society, for managing water resources at community levels."
- "Public water projects will include a training component for transfer of knowledge and technology to the users that will be monitored by the executing agency at every stage of the project work."

**Circular of the Planning Commission on the Inter-Agency Project
Evaluation Committee at the District Level**

(Translated from Bengali)
Government of the People's Republic of Bangladesh
Planning Commission

No. PD/Cord-3/99/98

Date: 26-01-1999

Circular

In pursuance of the provision of the National Water Policy recently approved by the Government, the responsibility of implementation of Flood Control, Drainage and Irrigation (FCDI) Project, with command area having 1000 ha or less has been vested with the local governments. Similarly, the Bangladesh Water Development Board (BWDB) will implement FCDI projects having command area exceeding 1001 ha.

2. BWDB has so long been implementing the FCDI projects throughout the country as a single agency. Due to delegation of responsibility to the local governments for implementation of FCDI projects having command area up to 1000 ha, there is a possibility that inter-agency conflicts may arise in some cases. In the National Water Policy, it has been stipulated that the Government will evolve measures for resolution of such inter-agency conflicts.

3. In the light of the above, the Government has issued the following guidelines for implementation of FCDI projects having command area up to 5000 ha, irrespective of financing by the donors or the Government:

- (a) The Water Resource Planning Organization (WARPO) will prepare the macro water sector planning of the country on the basis of hydro-geological regions. The BWDB will prepare sub-regional and local water resource plans within the context of the macro water resource plans.
- (b) During preparation of plans for projects and feasibility studies, the instructions regarding guidelines on project assessment or GPA, guidelines on people's participation or GPP, environmental impact assessment or EIA and all instructions issued by the government from time to time must be followed.
- (c) As a part of water resource plans and project evaluation, all relevant analytical procedures and evaluation systems, like mathematical and physical modeling analysis for income and expenditure, risk analysis and criteria for alternative selection should be applied.

4. In addition to observance of the above mentioned instructions, to avoid duplication and overlapping, there should be an Inter Agency Project Evaluation Committee (IAPEC) in each district to examine and coordinate the use of water resources/programmes at the project formulation stage. The head of the district level officer of the agency concerned, under whose jurisdiction the project will fall, will act as the Convenor of the Committee. Similarly, the Upazila level officer or officer of the nearest unit will be the Member-Secretary.

Composition of the Inter Agency Project Evaluation Committee at the District Level:

District level Head of the concerned Agency	Chairman
Representative from the Deputy Commissioner	Member
Executive Engineer, LGED	Member
Executive Engineer, BWDB	Member
Deputy Director, DAE	Member
District Live Stock Officer	Member
District Fishery Officer	Member
District Cooperative Officer	Member
Concerned Upazila Level Officer	Member-Secretary
*Executive Engineer (Irrigation), BADC	Member

The committee may co-opt any member from other relevant agency as and when necessary.

5. After consideration of all issues indicated at para 3, the district level Project Evaluation Committee will prepare the Project Proforma (PCP) and submit the same to the appropriate authority. For that purpose, they will regularly hold meetings and perform their functions.

6. In case, the district level Inter-agency Project Evaluation Committee fails to reach any consensus on the project proposals, they will refer the matter to the Zonal Chief Engineer of BWDB for final opinion. The Zonal Chief Engineer, BWDB will resolve the issue in consultation with the concerned official of the Local Government Engineering Department (LGED)/concerned initiating agency. If the Zonal Chief Engineer is unable to resolve the issue, he will make a reference to the central coordination cell as mentioned below.

7. A Central Coordination Cell is constituted as follows to resolve the project proposals which could not be resolved by the district level Inter-Agency Project Evaluation Committee and the Zonal Chief Engineer, BWDB:

Composition of the Central Coordination Cell:

Director General, WARPO	Convenor
Chief Engineer (Planning), BWDB	Member
Chief Engineer, LGED	Member
Concerned Project Director	Member
Representative from the Department of Fisheries	Member
Representative from the Department of Environment	Member
Representative from DAE	Member
*Chief Engineer (Irrigation), BADC	Member

The Cell may co-opt any member from any other relevant ministry/agency

8. The Terms of Reference of the Central Coordination Cell will be as follows:

- a) To review whether the project proposal has any conflicting jurisdiction with the national water resource plans.
- b) To give decision within two weeks after receiving the concerned case. The decision of the Central Coordination Cell will be treated as final.

9. The concerned agency will issue circular for constituting separate district level Committee for evaluation of projects in the context of the guidelines mentioned in this circular and the concerned agencies will facilitate these activities by sending their representatives.

10. This order will come into force with immediate effect and will be valid until further orders.

By order of the President
Sd/-
(Abdul Hamid Chowdhury)
Secretary
Planning Division
Ministry of Planning

No. PD/Cord-3/99/98/1(80)

Date: 26-01-1999

He is requested to nominate representatives to the district level Inter-Agency Project Evaluation Committee and participate in the Central Coordination Cell or nominate appropriate representative to the Central Coordination Cell:

1. Chairman, Water Development Board, WAPDA Bhaban, Motijheel, Dhaka
2. Director General, Water Resource Planning Organization, House No. 450, Road No. 31, Dhaka
3. Director General, Department of Fisheries, Matshya Bhaban, Ramna, Dhaka
4. Chairman, Bangladesh Fisheries Development Corporation, Motijheel, Dhaka
5. Director General, Department of Livestock, Farmgate, Dhaka
6. Director General, Department of Agricultural Extension, Farmgate, Dhaka
7. Chief Engineer, Local Government Engineering Department, Agargaon, Dhaka
8. Director General, Department of Environment, 16/E, Agargaon, Dhaka
9. Divisional Commissioner (All) -----
10. Deputy Commissioner (All) -----

Sd/-
31-01-1999
(Abdus Salam)
Assistant Secretary

No. PD/Cord-3/99/98/1(80)

Date: 26-01-1999

Copy for kind information:

1. Member (All), Planning Commission
2. Secretary, Ministry of Agriculture, Bangladesh
3. Secretary, Local Government Division, Ministry of Local Govt., Rural Development & Cooperatives, Bangladesh Secretariat, Dhaka
4. Secretary, Ministry of Fisheries and Livestock, Bangladesh Secretariat, Dhaka
5. Secretary, Ministry of Forest and Environment, Bangladesh Secretariat, Dhaka
6. Secretary, Ministry of Water Resources, Bangladesh Secretariat, Dhaka
7. Private Secretary to the Hon'ble State Minister for Planning, Ministry of Planning
8. Private Secretary to the Secretary, Planning Division

Sd/-
31-01-1999
(Abdus Salam)
Assistant Secretary
Phone: 9117914

* Co-opted through amendment vide Memo No. PD/Cord-3/99/82, Dated 09-05-1999 of the Coordination Section, Planning Division, Ministry of Planning.

TERMS AND CONDITIONS OF THE SAMPLE IMPLEMENTATION AGREEMENT

Taka 150 Non-judicial Stamp (Duly Registered)

Name of Project/Sub-project/Scheme

Address: Village: ----- Post Office: -----
Upazila: ----- District: -----

This implementation agreement, together with the Appendices A, B, C, hereinafter called the Implementation Agreement, is made on the (date) of (month), (year) of the English era,

Between the

Implementing Agency ----- (hereinafter called -----) represented by the Executive Engineer/ -----, Division/District ----- on the one part,

And the

Water Management Organization (WMO) consisting of Water Management Group (hereinafter called WMG)/Water Management Association (hereinafter called WMA)/Water Management Federation (hereinafter called WMF), represented by its Chairperson and Secretary -----
(Name and Address) on the other part,

defines the rights and obligations of both the parties to the Implementation Agreement,

WHEREAS the Government of the People's Republic of Bangladesh through the Implementing Agency (-----) has the mandate, funds, know-how and experience to design and construct infrastructure for water resource development Project/Sub-project/Scheme

WHEREAS the local stakeholders organized in the WMG/WMA/WMF are interested to cooperate with the Implementing Agency (-----) in developing the water resource development Project/Sub-project/Scheme as per attached design, as explained in detail and agreed upon during a meeting on (date) (month), (year).

NOW, THEREFORE, the parties to this Implementation Agreement agree as follows:

1. Relationship of Parties

1.1 The purposes of this Agreement are to:

- Make the local stakeholders more responsible for construction of Project/Sub-project/Scheme.
- Make the implementing agency more accountable to the local stakeholders for construction of Project/Sub-project/Scheme.
- Ensure construction of the Project/Sub-project/Scheme in time and achieving desired quality.
- Involve other relevant actors in helping/assisting the construction work of Project/Sub-project/Scheme.

1.2 Both the parties agree that this agreement will only become effective as of the date on which the full beneficiary contribution of Taka ----- (in words), where applicable, has been deposited in the Bank Account of the Implementing Agency (.....) A/C No. -----, at the ----- Branch of the ----- Bank.

2. Rights and Responsibilities of the Implementing Agency

- 2.1** The Implementing Agency's (.....) role is to ensure that all project/sub-project/scheme activities, institutional and technical, are done in line with agreed procedures.
- 2.2** The Implementing Agency (.....) will play a proactive role and will undertake all necessary steps for the formation of local stakeholder groups, with assistance from other community organizations.
- 2.3** The Implementing Agency (.....) will provide training, knowledge and other technical assistance to the groups for their involvement in the Project/Sub-Project/Scheme from identification to the O&M/evaluation phases of the project cycle.
- 2.4** The Implementing Agency (.....) is responsible for all aspects of construction, including quality control of materials and workmanship, compliance with design parameters and planning schedules.
- 2.5** The Implementing Agency (.....) will organize, supervise and pay for the construction of the infrastructure to be developed under the Project/Sub-project/Scheme (see Appendix A).

- 2.6 The Implementing Agency (.....) will issue work orders only after the full beneficiary contributions, where applicable, has been deposited in the Bank Account of the the Implementing Agency (.....).
- 2.7 After construction, the Implementing Agency (.....) will undertake trial operation and maintenance of the Project/Sub-Project/Scheme before handing over of the same to the WMG/WMA/WMF through appropriate mechanism applicable to different sizes of the Project/Sub-project/Scheme.
- 2.8 The Implementing Agency (.....) will provide technical guidance and support, such as, annual inspection, identification of annual operation and maintenance needs, assistance in planning and implementation etc. when needed.
- 2.9 The Implementing Agency (.....)will provide guidance for the capacity building of WMG/WMA/WMF to operate and maintain the project in a sustainable way. For that purpose, it will provide the WMO an Operation and Maintenance Manual Specific to a particular system in Bengali including O&M plan and formats for monitoring by the WMO.
- 2.10 Appropriately involve the representatives of LGIs, NGOs and Community Self-help Groups to assist/facilitate construction work.
- 2.11 The Implementing Agency (.....) will promptly attend to complaints and suggestions put forward by WMG/WMA/WMF and the representatives of the LGIs.
- 2.12 The Implementing Agency (.....) will have the right to reject any demand or requirement forwarded to the Implementing Agency (.....) which falls outside its mandate.
- 2.13 The Implementing Agency (.....) will involve WMG/WMA/WMF in respect of monitoring and supervising the quality of construction work of the project/sub-project/scheme.
- 2.14 The Implementing Agency (.....) will offer 25 percent of the earth work of any public water project/sub-project/scheme to the WMOs which will actually implement the work through the Labour Contracting Society (LCS). The Sample Agreement as given in Annex-5 will be signed for the purpose.
3. **Rights and Responsibilities of WMG/WMA/WMF**
 - 3.1 The WMG/WMA/WMF will be responsible for collecting the full beneficiary contribution (see Appendix B) of Taka ----- (In words), where applicable, from the beneficiaries (see Appendix C) and for depositing it in the appropriate Bank Account of Executive Engineer/..... of the Implementing Agency (.....).

- 3.2 The WMG/WMA/WMF will take steps for the formation of Landless Contracting Societies (LCS), Embankment Maintenance Group (EMG), Canal Maintenance Group (CMG), which will generally execute up to 25% of the earthwork of the Project/Sub-project/ Scheme.
- 3.3 The WMG/WMA/WMF will observe all construction activities and may report to the concerned officer of the Implementing Agency (.....). It may be about the quality of materials used, work done and also about the progress of work.
- 3.4 The WMG/WMA/WMF will constitute a three-member Technical Committee which can act on its behalf on technical matters.
- 3.5 The WMG/WMA/WMF will get involved in joint management of the Project/Sub-project/Scheme with the implementing agency during the trial operation and maintenance and take over the responsibility of management of the Project/Sub-project/Scheme according to appropriate mechanism applicable to different size of Project/Sub-project/Scheme after trial operation.
- 3.6 Make liaison and coordination with the representatives of the LGIs, NGOs and Community Self-help Group in respect of construction work of the Project/Sub-project/Scheme.
- 3.7 The WMG/WMA/WMF will have the right to put up suggestion or lodge complaint to the Implementing Agency concerning the activities of the Project/Sub-Project/Scheme.

4. Resolution of Potential Conflicts

- 4.1 If either of the parties to this Implementation Agreement believes that the other party does not live up to its obligations, then the aggrieved party will:
 - First try to solve the matter through direct discussions with the other party.
 - If the matter is not solved through direct discussions, then the aggrieved party will approach the local Upazila Chairman/Member of Parliament to establish a small mediation committee under the Arbitration Act and the matter may be brought to the notice of the implementing agency.

- If the matter is not solved through the mediation committee, then the aggrieved party may seek redress through the judicial system.

Signed on behalf of the Implementing Agency
(.....)

Signed on behalf of WMG/WMA/WMF

Executive Engineer/.....
Date:

Chairperson:
Date:

Sub-Divisional Engineer/Upazila Engineer/.....
Date:

Secretary:
Date:

Witness:

1. Representative of LGI
(Name and Designation)
2. Representative of NGO/CSHG
(Name and Designation)

Details of the Infrastructure

**COPY OF WMG/WMA/WMF ANNUAL GENERAL MEETING MINUTES
SHOWING WHO WERE ELECTED AS MANAGING
COMMITTEE/EXECUTIVE COMMITTEE MEMBERS**

(As appropriate)

Terms and Conditions of the Sample Agreement for Construction of Schemes by the Water Management Organization (WMO) through the Labour Contracting Society (LCS)

A. General Information:

1. Name of Project/Sub-Project/Scheme
2. Address: Village: Post Office:
Upazila: Dist:
3. Size:
 - 1000 ha or less
 - Upto 5000 ha
 - More than 5000 ha
4. Name of WMO Formed (WMG/WMA/WMF):
5. Details of Earthwork to be Implemented by WMO through LCS

Component	Number/Length
• Khal	
• Embankment	
• Sluice	
• Regulator	
• Bridge/Culvert	

B. Sample Agreement Between the Implementing Agency (.....) and the Water Management Organization (WMO)

This agreement will be signed between the concerned implementing agency (.....) (1st Party) and the concerned Water Management Organization (WMO) (2nd Party) for construction of project/sub-project/scheme through LCS.

Terms and Conditions

1. The implementing agency (.....) will offer at least 25 percent of the earth work of any public water project/sub-project/scheme to the WMO for implementation through LCS.
2. The Second Party (WMO) will involve the landless male and female groups of BRDB and such other groups formed by NGOs as LCS members and at least, either 30 percent LCS groups or 30 percent LCS members will be women.
3. The First Party (Implementing Agency) will prepare and handover to the Second Party (WMO) detailed design and cost estimate of the earth work.
4. The First Party (Implementing Agency) will release fund to the Second Party (WMO) on the basis of estimated cost of earth work.
5. The WMO will open a bank account in the name of the WMO to be jointly operated by the Chairman and the Secretary of the WMO. All payments for LCS activities will be made from this account.
6. The WMO will maintain accounts of money received and submit adjustment of the same to the implementing agency.
7. The WMO will refund the entire amount advanced if the work is not implemented or for incomplete or unacceptable work.
8. The WMO will ensure completion of work through LCS within the stipulated time.
9. For execution of scheme, the designs and specification shall be strictly adhered to. The WMO will ensure that quantity and quality of work by LCS are properly maintained.

Name, Designation and Address of the First Party
(Implementing Agency)

Name, Designation and Address of the
Second Party (WMO)

C. Sample Agreement Between the Water Management Organization (WMO) and the Labour Contracting Society (LCS)

This agreement will be signed between the concerned Water Management Organization (WMO) (1st Party) and the concerned Labour Contracting Society (LCS) (2nd Party) for implementation of earth work of a project/sub-project/scheme.

Terms and Conditions:

1. The WMO will hand over the design and estimate of the earth work to the LCS.
2. The Chairman and the Secretary of the WMO will pay the LCS the contractual amount in 3 equal installments. The first installment will be paid as mobilization advance when the work starts. The second installment will be paid on completion of 50% of the work and the first installment is adjusted. The third and final installment will be paid after completion of work as certified by the concerned official of the implementing agency.
3. The LCS will open a bank account in the name of the society to be jointly operated by the Chairman and the Secretary of the LCS. All payments received from the WMO will be deposited in the account.
4. The Chairman and the Secretary of the WMO will pay the LCS by account payee cheque and never in cash.
5. The LCS will maintain accounts of money received and submit adjustment of the same to the WMO.
6. The LCS will refund the entire amount advanced if the work is not implemented or for incomplete or unacceptable work in relation to any installment. The scheduled time of completion may be extended by negotiation with the LCS by the WMO for a maximum period of 15 days.
7. The LCS will display a signboard as per specimen to be supplied by the WMO.
8. For execution of schemes, the design and specifications will be strictly adhered to.
9. Final payment will be made to the LCS by WMO after completion of work to be certified by the concerned technical staff of the implementing agency.

Signature/LTI of the Secretary of
WMO

Signature/LTI of Secretary of LCS

Signature/LTI of the Chairman of
WMO

Signature/LTI of Chairman of the LCS

**Terms and Conditions of the Sample Agreement for Ownership Transfer,
Making over of Management, Private Management through Leasing,
Concession or Management Contract or Joint Management**

A. General Information (Applicable to Annex 6/B, 6/C, 6/D and 6/E)

1. Name of Project/Sub-Project/Scheme.....
2. Address: Village: Post Office:
Upazila: Dist:
3. Size:
 - 1000 ha or less
 - Upto 5000 ha
 - More than 5000 ha
4. Area of Operation:
 - Number of Unions
 - Number of Upazilas
 - Enclosed Map showing the Area of Operation
5. Details of Physical Infrastructure:

Component	Number/Length
• Khal	
• Embankment	
• Sluice	
• Regulator	
• Bridge/Culvert	

6. Flood Control Area (ha)
7. Drainage Area (ha)
8. Irrigation Area (ha)
9. Year of Completion of Construction and Trial Operation: Construction
Trial Operation.....
10. Name of WMO Formed (WMG/WMA/WMF):

WMG
Registered/Un-registered

WMA
Registered

WMF
Registered/Un-registered

11. Number of General Members:

12. Number of Managing Committee/Executive Committee Members:

B. Sample Agreement for Ownership Transfer of Project/Sub-Project/Scheme of 1000 ha or Less to be Managed and Operated by Beneficiary/ Community Organizations

B-1. Ownership Transfer:

This Agreement will be signed between the concerned Implementing Agency (First Party) and the concerned Local Government Institution (Second Party) for transfer of ownership of project/sub-project/scheme of 1000 ha or less to be managed and operated by the beneficiary/community organizations.

Terms and Conditions:

1. From the date of signing of the agreement, the concerned implementing agency (.....) will cease to have ownership of the project/sub-project/scheme and the concerned Local Government Institution (Union Parishad/Upazila Parishad/Zila Parishad) will acquire ownership of the Project/Sub-project/Scheme.
2. From the date of ownership transfer, the first party (implementing agency) will not take any action for signing agreement with the WMG/WMA/WMF for management and operation of the Project/Sub-project/Scheme.
3. Action for transfer of management and operation of such project/sub-project/scheme will be taken by the second party (local government institutions-Union Parishad/Upazila Parishad/Zila Parishad) with the concerned WMG/WMA/WMF through separate agreement.
4. The annual fee received by the Second Party (concerned LGI) from the WMG/WMA/WMF for the Project/Sub-Project/Scheme will add to the local resource mobilization of the concerned LGI and it will be used for operation and maintenance and capital replacement of the project/sub-project/scheme only and it will not be used for any other purposes.
5. The First Party (Implementing Agency) will provide technical support/assistance to the Second Party (concerned LGI) in case of any problem faced for management and operation of the Project/Sub-Project/Scheme.

6. In case of any conflict, the First Party (Implementing Agency) and the Second Party (Concerned LGI) will jointly adopt a conflict resolution mechanism through mutual discussion.

Name, Designation and Signature of the
First Party (Implementing Agency)

Name, Designation and Signature of the
Second Party (Concerned LGI)

Name, Designation and Signature of
the representative of WMO as Witness

B-2 Sample Agreement for Management and Operation by Beneficiary/Community Organization:

This Agreement will be signed by the concerned Local Government Institution (First Party) having ownership of project/sub-project/scheme of 1000 ha or less transferred from the Implementing Agency and the concerned water management organization (WMO) for management, operation and maintenance of such project/sub-project/scheme.

Terms and Conditions:

1. The concerned LGI (First Party) will retain ownership of the project/sub-project/scheme and it will enter into agreement with the Second Party i.e. concerned WMO (WMG/WMA/WMF) for management and operation of the project/sub-project/ scheme.
2. Work relating to reconstruction, rehabilitation or major repair of the project/sub-project/scheme will be performed by the concerned LGI (First Party).
3. Work relating to routine and periodic maintenance of the project/sub-project/scheme will be carried out by the Second Party i.e. concerned WMO (WMG/WMA/WMF).

4. Work relating to preparation and implementation of agricultural, fishery, environmental and other production plans will be performed by the Second Party i.e. concerned WMO(WMG/WMA/WMF) with support from the LGI and the implementing agency as required.
5. The Second Party i.e. concerned WMO (WMG/WMA/WMF) will collect contribution from the beneficiaries for meeting the related cost of the project/sub-project/scheme and pay to the concerned LGI annual or other fees for local resource mobilization as will be mutually agreed upon by both the parties.
6. The concerned LGI (First Party) will make contribution to the Second Party i.e. WMO (WMG/WMA/WMF) for reconstruction, rehabilitation and major repair of any project/sub-project/scheme as will be mutually agreed upon by both the parties.
7. In case of any conflict, the First party (Concerned LGI) and the Second Party (Concerned WMO) will jointly adopt a conflict resolution mechanism through mutual discussion.

Name, Designation and Signature
of the First Party (Concerned LGI)

Name, Designation and Signature of
the Second Party (Concerned WMO)

C. Sample Agreement for Making Over of Management of Project/Sub-Project/Scheme Upto 5000 ha to Local and Community Organizations and their O&M Financed through Local Resources.

This agreement will be signed between the Implementing Agency (First Party) and the concerned WMO i.e. WMG/WMA/WMF (Second Party) for Project/Sub-Project/Scheme upto 5000 ha the management of which will be made over to local and community organizations. In the absence of WMO in any project/sub-project/scheme, the management may be made over to the LGI and in that case, the agreement will be signed between the implementing agency (First Party) and the LGI (Second Party).

Terms and Condition:

1. From the date of signing of the agreement, the Second Party (WMG/WMA/WMF or concerned LGI) will get right for management, operation and maintenance of the Project/Sub-Project/ Scheme.
2. The ownership of the Project/Sub-Project/Scheme will lie with the First Party (Implementing Agency).
3. The agreement for management, operation and maintenance of the Project/Sub-Project/Scheme will be signed by the First Party (.....) and the Second Party (WMG/WMA/WMF or LGI) for such period to be mutually agreed upon by both the parties.
4. Through the Agreement, the Second Party (Concerned WMG/WMA/WMF or LGI) will obtain right to management, operation and maintenance of the Project/Sub-Project/Scheme.
5. The First Party (the Implementing Agency) will provide technical assistance to the Second Party (Concerned WMG/WMA/WMF or LGI) for management, operation and maintenance of the Project/Sub-Project/Scheme as and when required.
6. The Second Party (Concerned WMG/WMA/WMF or LGI) will be responsible for day-to-day management, operation and maintenance of the Project/Sub-Project/Scheme.
7. The Second Party (Concerned WMG/WMA/WMF or LGI) will transplant trees and grass on the embankment/road and repair the project/embankment/road regularly every year through a separate agreement with the First Party (the Implementing Agency) and the benefits of plantation may be distributed as per the provisions of the Agreement.
8. The Second Party (concerned WMG/WMA/WMF or LGI) will have the right for fishing activities within the project/sub-project/scheme area through separate agreement and the fishing community, if any, will be given preference for this purpose.

9. The Second Party (Concerned WMG/WMA/WMF or LGI) will repair the sluice gate, regulator, fall board etc., apply grease to regulator/sluice, replace nut, bolt, paint gate, remove silt from the floor of regulator, replace blocks every year before the monsoon season as per requirement.
10. The Second Party (Concerned WMG/WMA/WMF or LGI) will re-excavate the bed of the drainage/conservation khals as per necessity and remove the water hyacinth and other vegetation from the khal in due time.
11. During pre-monsoon, monsoon and late monsoon, the Second Party (Concerned WMG/WMA/WMF or LGI) will observe whether the regulator/sluice gate is opened or closed as per water requirement of various crops on different lands at various elevations.
12. The First Party (the Implementing Agency) will observe and jointly inspect with the Second Party (Concerned WMG/WMA/WMF or LGI) to the actual operation of the regulator/sluice gate.
13. The First Party (the Implementing Agency) will look into the management of the project/sub-project/scheme by the Second Party (Concerned WMG/WMA/WMF or LGI) to render necessary technical advice/assistance.
14. The Second Party (Concerned WMG/WMA/WMF or LGI) will prepare yearly budget and raise funds through subscription at a rate/bigha or acre from the benefitted farmers and also from other beneficiaries at rates fixed by the WMO and will maintain the fund according to the by-laws/procedures.
15. For performance of the above mentioned activities, the Second Party (Concerned WMG/WMA/WMF or LGI) will obtain technical assistance/support from the First Party (the Implementing Agency).
16. For violation of any/all terms and conditions mentioned above, the agreement may be terminated by mutual consent of both the parties.

17. In case of any conflict, the First Party (Implementing Agency) and the Second Party (Concerned WMO or LGI) will jointly adopt a conflict resolution mechanism through mutual discussion.

Name, Designation and Signature of
the First Party (Implementing Agency)

Name, Designation and Signature of the
Second Party (Concerned WMO or LGI)

D. Sample Agreement for Private Management of Project/Sub-Project/Scheme over 5000 ha through Leasing, Concession or Management Contract under Open Competitive Bidding Procedures

The agreement will be signed between the Implementing Agency (First Party) and the Private Entity (Second Party) for private management of Project/Sub-Project/Scheme over 5000 ha through leasing, concession or management contract under open competitive bidding procedures.

Terms and Conditions: (The detailed Terms and Conditions of the Agreements, particularly for concession and management contract, may be formulated by the Implementing Agency with assistance from the legal expert)

1. The Implementing Agency (First Party) will retain ownership of the Project/Sub-Project/Scheme and it will enter into agreement with the private entity (Second Party) through leasing, concession or management contract under open competitive bidding procedures for management, operation and maintenance of the Project/Sub-Project/Scheme.
2. The private entity (Second Party) will obtain right of management, operation and maintenance of the Project/Sub-Project/Scheme through this agreement of leasing, concession or management contract with the Implementing Agency (First Party) under open competitive bidding procedures.

3. The agreement for lease, concession or management contract will be signed by the Implementing Agency (First Party) and the private entity (Second Party) for a period from 3 (three) to 5 (five) years.
4. The Implementing Agency (First Party) as the Lease, Concession or Management Contract awarding authority for the Project/Sub-Project/Scheme will follow all the procedures for calling of open tender, evaluation of offers by the tender committee and award of lease, concession or management contract, as applicable.
5. The Second Party (Private Entity) will pay to the Implementing Agency (First Party) fees for leasing, concession or management contract as fixed/stipulated.
6. The Second Party (Private Entity) will manage, operate and maintain the Project/Sub-Project/Scheme and in doing so, it will maintain close liaison and coordination with the local stakeholders/beneficiaries/PAPs of the project/sub-project/scheme.
7. The Second Party (Private Entity) will transplant trees and grass on the embankment/road and repair the project embankment/road regularly every year and for that purpose, it will engage the rural poor/destitute women from among the local stakeholders/beneficiaries/PAPs.
8. The Second Party (Private Entity) will repair the sluice gate, regulator, fall board etc., apply grease to regulator/sluice, replace nut, bolt, paint gate, remove silt from the floor of regulator, replace blocks every year before the monsoon season as per requirement.
9. The Second party (Private Entity) will re-excavate the bed of the drainage/conservation khal as per necessity and remove the water hyacinth and other vegetation from the khal in due time.
10. During the pre-monsoon, monsoon and late monsoon, the Second party (Private Entity) will observe whether the regulator/sluice gate is opened or closed as per water requirement of various crops on different lands at various elevation.

11. The Second Party (Private Entity) will prepare yearly budget and raise funds through subscription at a rate per bigha or acre from the beneficiaries.
12. The Second Party (Private Entity) will not do anything which will change the physical facilities/characteristics of the project/sub-project/scheme and it will also not do anything against the interest of the local stakeholders/beneficiaries/PAPs of the project/sub-project/scheme.
13. For performance of the above mentioned activities, the Second Party (Private Entity) will obtain technical assistance/support from the First Party (Implementing Agency) and the First Party will have the right to look into the management of the project/sub-project/scheme by the Second Party.
14. For violation of any/all terms and conditions mentioned above, the lease, concession or management contract may be terminated by mutual consent of both the parties.
15. In case of any conflict, the First Party (Implementing Agency) and the Second Party (Private Entity) will jointly adopt a conflict resolution mechanism through mutual discussion.

Name, Designation and Signature of the
First Party (Implementing Agency)

Name, Designation and Signature of the
Second Party (Private Entity)

E. Sample Agreement for Joint Management of Project / Sub-Project / Scheme over 5000 ha by the Implementing Agency along the Local Government Institution and the Community Organization

This Agreement will be signed among the Implementing Agency (First Party), Local Government Institution (Second Party) and WMG/WMA/WMF (Third party) for Joint Management of Project/Sub-Project/Scheme.

Terms and Conditions:

1. The Implementing Agency (First Party) will retain ownership of the Project/Sub-Project/Scheme and will enter into agreement with the Local Government Institution (Second Party) and the WMF/WMA/WMF (Third Party) for management, operation and maintenance of the same.
2. Through this Agreement, the responsibilities of the Implementing Agency (First Party), concerned LGI (Second Party) and concerned WMG/WMA/WMF (Third Party) will be stipulated for management, operation and maintenance of the Project/Sub-project/Scheme.
3. The First Party (Implementing Agency) will involve the Third Party (WMG/WMA/WMF) in 25 percent earth work of project/sub-project/scheme to be carried out by LCS as per the relevant procedures given in Annex 5.
4. The operation of main/major hydraulic structure of the project/sub-project/scheme will be done jointly by all the parties.
5. The Implementing Agency (First Party) will arrange for reconstruction and rehabilitation of infrastructural facilities, repair of the major flood damaged work, repair and maintenance of main/major hydraulic structures and major periodic maintenance of the embankment and main/secondary canal of the project/sub-project/scheme.
6. The Local Government Institution (Second Party) will arrange for routine/annual repair and maintenance of the medium hydraulic structures, main embankment and tertiary canal of the project/sub-project/scheme.
7. The WMG/WMA/WMF (Third Party) will arrange for preventive maintenance of the infrastructural facilities except main/major hydraulic structures and preventive maintenance of minor structure/field channel/canal and secondary embankment of the Project/Sub-project/Scheme.

8. The Implementing Agency (First Party) will provide technical assistance to the Local Government Institutions (Second Party) and the WMG/WMA/WMF (Third Party) for management, operation and maintenance of the Project/Sub-Project/Scheme.
9. The Local Government Institution (Second Party) and the concerned WMG/WMA/WMF (Third Party) will carry out their respective responsibilities for proper and smooth management, operation and maintenance of the project/sub-project/scheme.
10. All parties will jointly prepare annual management, operation and production plans suitable to the stakeholders of the project/sub-project/scheme.
11. All parties will be responsible to arrange/mobilize required O&M fund according to their respective share for proper management of the project/sub- project/scheme.
12. The Third Party (WMG/WMA/WMF) and the Second Party (LGIs) will carryout plantation work within the project/sub-project/scheme and share the benefits of plantation as mutually agreed upon.
13. The Third Party (WMG/WMA/WMF) will carryout fishery activities within the project/sub-project/scheme and the fishermen community, if any, will be given preference.
14. The duration of the joint management agreement will be from 3 (three) years to 5 (five) years.
15. For violation of any/all terms and conditions by any party as mentioned above, the joint management agreement may be terminated through mutual consent of all parties concerned.
16. The general demarcation of operation and maintenance responsibilities among the WMG/WMA/WMF (Third Party), the LGI (Second Party) and the implementing agency (First Party) will be as follows:

Operation Responsibility:

Implementing Agency (First Party)	LGI (Second Party)	WMG/WMA/WMF (Third Party)
<ul style="list-style-type: none"> Operation of main/major (controlling structures of project) hydraulic structures in discussion with 2nd & 3rd Party as per operation plan. Observe and inspect operational procedure of Medium Hydraulic Structures with 2nd and 3rd Party and provide technical advice for proper operation. 	<ul style="list-style-type: none"> Take part in the operation of main structures in discussion with 1st and 3rd Party as per operation plan. Observe and inspect operational procedure, process and necessity for operation of all Medium and Minor Hydraulic Structures and advice for proper operation to 3rd Party. 	<ul style="list-style-type: none"> Take part to the operational requirement of main hydraulic structures with 1st and 2nd Party. Operation of all medium and minor structures as per requirement of stakeholders. To develop operation plan as per requirement of stakeholders.

Maintenance Responsibility:

Implementing Agency (First Party)	LGI (Second Party)	WMG/WMA/WMF (Third Party)
<ul style="list-style-type: none"> Routine/Annual Maintenance of the Main/Major Hydraulic Structures. Periodic maintenance (after 3 to 4 years) of the Main Embankment, Main and Secondary Channels/ Canals. Flood Emergency (Major) work. Repair of the Major Flood Damage work. Re-construction and Rehabilitation of infrastructures. Major Erosion Protection Work. 	<ul style="list-style-type: none"> Routine/Annual Repair and Maintenance of the Medium Hydraulic Structures including replacement of fall-boards. Routine/Annual Repair and Maintenance of Main Embankment, Secondary and Tertiary Channels/Canals Participation in major flood emergency work undertaken by 1st Party Repair of Minor Flood Damage Work. Medium Erosion Protection Work. Painting of Gates of Medium Structures 	<ul style="list-style-type: none"> Preventive Maintenance (back filling) of the Medium and Minor Hydraulic Structures, Bridge, Culvert etc. Preventive Maintenance of the Main Embankment and Secondary Embankment Routine/Annual Maintenance (desalting) of Field Channels, Drains etc. Clearing weeds, Obstacles from Secondary and Tertiary Channels, Canals, Drains etc. Regular greasing of Gates. Annual painting and minor repair of Minor Gates and replacement of fall board.

17. In case of any conflict, the First Party (Implementing Agency), the Second Party (LGI) and the Third Party (WMO) will jointly adopt a conflict resolution mechanism through mutual discussion.

Name, Designation and
Signature of the First
Party (Impl. Agency)

Name, Designation and
Signature of the Second
Party (LGI)

Name, Designation and Signature
of the Third Party
(WMO)

SAMPLE BYE LAW OF A REGISTERED WATER MANAGEMENT ORGANIZATION

1. **Name of the Water Management Organization :**
(WMG/WMA/WMF)

2. **Address:**
 Village: Post Office:
 Upazila: District:

3. **Name of the Project/Sub-Project/Scheme:**

4. **Area of Operation of the Project/Sub-Project/Scheme:**

 - Number of Households:
 - Number of Paras/Villages:
 - Number of Unions:
 - Number of Upazilas:
 - Map showing the Area of Influence

5. **Legal Status:** The WMO is registered under the Cooperative Societies Ordinance, 1984 and the Cooperative Societies Rules, 1987. It is a body corporate with perpetual succession and a common seal and with power to hold property, to enter into contracts, to institute and defend suits and other legal proceedings and to do all things necessary for the purposes for which it was constituted.

6. **Objectives:** The broad objectives of WMO will be as follows:
 - Proper management and use of water of the Project/Sub-project/Scheme through joint efforts of the members.
 - Increase of agricultural/fishery productions and stimulate other related productive activities.
 - Prepare operation and maintenance plans and environmental management plan of the Project/Sub-project/Scheme and implement the same.

- Arrange local resource mobilization for contribution to construction, operation and maintenance activities of the Project/Sub-project/Scheme.
- Carry out other general functions as a cooperative society for welfare of its members.

7. **General Body:** The final authority of WMO will vest in the general body of members. Women and men belonging to the families of farmers, fishermen, small traders, craftsmen, boatmen, aquaculturist, landless people, destitute women and PAP will be the general members of the WMO of project/sub-project/scheme.

No person shall be eligible for membership of a WMO unless such person:

- Has attained 18 years of age.
- Resides in the influence area of the Project/Sub-project/Scheme.
- Has deposited in the savings account opened with the WMO an amount equivalent to the paid up value of at least one share.

Provided that the provisions of clause concerning age will not apply in the case of a person below the age of 18 years whose legal guardian stands surety and takes full responsibility on his behalf till such person attains his majority, to be a member of the WMO.

No person, who signs the application for registration of a WMO, will be eligible for membership unless such person, within two months from the date of registration of the society, purchases at least one share.

Those who will be enrolled as members will:

- Pay Tk. 10/- as admission fee
- Purchase at least one share
- Sign the member's register
- Pay saving as per rate

8. **Withdrawal, Removal or Expulsion of Member:** A member of the WMO may, if he is not indebted to the WMO or is not surety, withdraw from the WMO after giving one month's notice in writing to the Secretary.

A member may be removed or expelled from the WMO only for such causes and in accordance with such procedure as may be provided in the bye-laws which may include the following:

- If he intentionally violates the provisions of Act, Rule and Bye-law
- If he acts against the interest of WMO
- If he will fully fail to repay the due of WMO
- If he fails to carryout the decision/order of the general meeting

Provided that no action will be taken against any member without giving him an opportunity to be heard.

9. **Amendment of Bye-laws:** After the bye-laws have been registered, the WMO may amend them but no such amendment shall be made save in accordance with a resolution passed at a general meeting:

Provided that no such resolution will be valid unless it is passed by two-thirds of the members present in the general meeting.

10. **Managing Committee:** The management of the WMO will vest in a managing committee constituted by the general members of the WMO.

The members of the managing committee will be elected by direct election in a general meeting.

The term of a managing committee will be two years commencing from the date it holds its first meeting after its constitution; and it will stand dissolved upon the expiry of its term.

The managing committee of the WMO will consist of twelve members as indicated below:

• Chairman	1
• Vice-Chairman	1
• Secretary	1
• Joint Secretary	1
• Treasurer/Cashier	1
• Member	4
• Member (Special representation of landless, fisherman, destitute woman)	3

The managing committee will include at least 30 percent women representatives.

The managing committee will within seven days from the date of the announcement of the election results, hold its first meeting.

The managing committee of the WMO will divide the area of operation of the WMO into as many areas as there are number of members of the Managing Committee excluding the Chairman, Vice-chairman, Secretary, Joint Secretary and Treasurer.

One member from each area will be elected by the eligible members of that area. The Chairman, Vice Chairman, Secretary and the Joint Secretary will be elected by all the eligible members of the WMO.

11. Procedures for Election of the Managing Committee: The Managing Committee will, at least thirty days before the expiry of its term, appoint an Election Committee consisting of three members including a Chairman from amongst the members of the WMO and such number of Polling Officers as may be necessary to conduct the election.

An individual member of the WMO will not be eligible for being elected as office bearer or member of the managing committee, if such member -

- Is not a permanent resident of the area of operation of the WMO;
- Is less than twenty-one years of age;
- Has been a member of the WMO for less than twelve months proceeding the date of election.
- Has been convicted for a criminal offence involving moral turpitude, sentenced to imprisonment for a term of not less than two years.
- Is a defaulter to the WMO in respect of payment of loan, advances, price of goods or any other kind of dues or installment thereof repayable by him to the society;
- Has been adjudged by a competent court to be insolvent or of unsound mind;

The managing committee will provide the Election Committee with the area-wise members' list containing the names of the members eligible to vote, ballot papers, ballot boxes and seals for smooth conduct of the poll.

A general member will be entitled to vote for the members and office-bearers of the managing committee of the WMO.

On completion of the poll, the Election Committee will open the ballot box/boxes and count the ballot papers. On completion of count of the valid votes casted, the chairman of the Election Committee will declare the candidate securing the highest vote as elected and he will submit the election result to the Chairman of the WMO duly signed by the members of the Election Committee. The decision of the Election Committee in respect of election of members/office bearers of the managing committee will be final.

12. **The First Managing Committee:** The First Managing Committee consisting of the Chairman, Vice-chairman and Members as named in the bye laws or in the application for registration of a WMO will continue for 2 years.

The election of members of the managing committee will be held within two years from the date of its registration.

13. **Powers of the Managing Committee:** The managing committee of a WMO will exercise all or any of the following powers:

- Admit new members and to fine, suspend, remove or expel existing members
- Raise funds
- Invest funds

Appoint salaried or non-salaried officers and employees for smooth conduct of the business of the WMO and to define their duties.

14. **Duties of the Managing Committee:** The managing committee will perform the following duties, namely -

- Receive and disburse money
- Maintain accounts of money received and expended and accounts of the assets and liabilities;
- Prepare for submission to the annual general meeting -
 - An annual report on the working of the WMO
 - An annual statement of accounts which shall include cash account, balance sheet, profit and loss account and profit and loss appropriation account
- Prepare the statement of accounts required at and to place them before the auditors;
- Prepare and submit all statements and returns required by the Registrar in such forms as he may direct;
- Enter accounts of the WMO regularly and punctually in proper books;
- Maintain a register of members up-to-date;
- Facilitate the inspection of books by those entitled to inspect them;
- Convene general meeting;
- Convene the annual general meeting in due time
- Watch that the loans and advances are applied to the purposes for which they are made and that they are punctually repaid;
- Examine and take prompt action in cases of all arrears and default in repayment of loans and advance;
- Perform such other duties as may be entrusted to it by the general meeting.

15. Cancellation of Membership of the Managing Committee: A member of the managing committee will cease to hold office-

- If he is not eligible to become a member of the managing committees
- If he resigns his office; or
- If he dies

16. Removal of the Elected Members of the Managing Committee: The elected members of the managing committee of a WMO may be removed from his office by a resolution of a general meeting specially convened for the purpose.

The managing committee may remove any of its member who fails to attend six consecutive meetings of the managing committee without previous permission of the chairman obtained in writing.

17. General Meetings: A general meeting, annual general meeting or special general meeting shall be convened by the managing committee or under its direction by the secretary.

A notice of the meeting stating generally the place, date and hour of the meeting together with a statement of business to be transacted at it will be sent to every member seven clear days before the date of the meeting.

Annual general meeting of every WMO will be called for the purposes of:

- Considering the audit report
- Approving the budget of the society for the next cooperative year
- Considering the annual statement of accounts
- Considering any other important matter

The Chairman, or in his absence, the vice-chairman will preside over the general meeting of a WMO. In the absence of the chairman and the vice chairman, the members present will elect one from amongst themselves to be the chairman of the meeting.

The quorum for general meeting will be one fourth of the total number of members enrolled.

The WMO will cause minutes of proceedings of general meetings to be entered in a book kept for that purpose.

A resolution which is put to the vote of a general meeting will be decided on a show of hands.

18. Meeting of the Managing Committee: The managing committee will meet for the transaction of the business of the WMO at least once in every two months in the case of WMF and at least once in every month in the case of WMG/WMA.

Every resolution at a meeting of the managing committee will be decided by a majority of votes and if the votes be equal, the chairman shall have a second or casting vote.

If any member of the managing committee wants any subject to be discussed in a meeting of the committee and if he notifies the same to the Secretary before the issue of the notice of the meeting, the subject will be included in the agenda and discussed in the meeting.

The chairman of the WMO will preside over all meetings of the managing committee at which he is present and in the absence of the chairman, the vice-chairman will preside over the meeting and in the absence of both the chairman and the vice-chairman, the members present will elect one from among their number to be the chairman of the meeting.

The quorum at a meeting of the managing committee will be one half of the total number of members and no business will be transacted at any meeting in which there is no quorum.

Any four members may put up requisition for a special meeting of the managing committee by giving at least seven clear days notice to the chairman and the chairman will forthwith cause to issue a notice of such requisitioned.

The requisition will specify the objects of the meeting and will be signed by the requisitionists.

At such special meeting, no business other than that specified in the notice will be transacted.

19. Fund: The WMO will have authorized share capital and savings deposits at prescribed rates. The funds of WMO will consist, inter-alia, of

- Reserve fund
- Operaton and Maintenance (O&M) fund

The O&M fund will consist of:

- Contribution from the beneficiaries
- Water charges from the beneficiaries
- Portion of profit of WMO

20. **Maintenance of Accounts:** The WMO will keep a regular account of :
- All sums of money received and expended by the WMO and of the matters in respect of which the receipt or expenditure takes place.
 - All sales and purchases of goods by the WMO
 - The assets and liabilities of the WMO
21. **Books and Registers:** The WMO will maintain such books and registers as may be necessary for the proper conduct of its business and will, in particular, maintain corrected up to date --
- A register of members and their nominees in the prescribed form
 - A register of members of the managing committee
 - A minute book and
 - Such other books and registers, and in such form, as prescribed
22. **Annual Returns:** The WMO will send the following to the Registrar at the close of each cooperative year within one month:
- A cash account
 - A balance sheet
 - A profit and loss account and
 - A profit and loss appropriate account
23. **Copy of Ordinance, etc. to be Open to Inspection:** The WMO will keep at its official address of the following:
- A copy of the Ordinance
 - A copy of the rules
 - A copy of the bye-laws of the WMO
 - A register of members and
 - Such other documents as may be prescribed
24. **Nature of Audit:** The WMO will arrange audit of accounts and it will include the following:
- a verification of the cash balance and securities;
 - a verification of the balance at the credit of the depositors and creditors and of the amounts due from the debtors of the WMO
 - a valuation of the assets and liabilities of the WMO
 - an examination of the transactions, including the monetary transactions of the WMO

- an examination of the statement of accounts to be prepared by the managing committee
- a certification of the realised profits and
- any other matter that may be prescribed.

25. **Water Charge Payable by Members and Non-members:** Where in any area, irrigation water is supplied by gravitation from any source or by lowlift pump or tube well, managed or maintained by the WMO, the WMO may levy on the users of such water, whether members of the WMO or not, a water charge at such rate determined by the Registrar or any person authorised by him in this behalf by special order in writing.

26. **Embankment Protection Charge Payable by Members and Non-members:** A WMO, an object of which is the provision of embankment protection facilities to the lands of its members, may in the prescribed form apply to the Deputy Commissioner for demarcation of the area protected by any embankment; and such area will be termed as the protected area.

If the lands possessed by the members of the WMO comprise not less than sixty per cent of the lands included in the protected area, the WMO may levy an embankment protection charge upon any non-member of the WMO possessing land within such area.

27. **Levy of Water and Embankment Rate:** The WMO may levy a water rate or embankment protection rate, based on such percentage of the value of estimated produce of the land be notified; or such fixed rate per bigha calculated so as to cover within a specified period all costs incurred together with the interest thereon for the provision of irrigation facilities or embankment protection as the managing committee, with approval of the Registrar, may determine.

28. **Settlement of Disputes:** Any dispute touching the business or affairs of the WMO will be referred to the Registrar of cooperative societies.

On receipt of such a reference for settlement of disputes, the Registrar will:

- Decide the dispute himself or
- Refer it for disposal to one or more arbitrators to be appointed by the Registrar

29. **Winding Up and Dissolution:** The Registrar may, by an order in writing, direct that the WMO will be wound up.

Sample Bye-Law for Un-registered Water Management Organization

1. **Name of Project/Sub-Project/Scheme:**
2. **Name of WMO (WMG/WMA/WMF):**
3. **Address:** Village: P.O.
Upazila: Dist:
4. **Aims and Objectives:**
 - Manage, operate and maintain the Project/Sub-Project/Scheme
 - Maintain liaison with the Implementing Agency, other concerned Public Sector Agencies, Local Government Institutions, Non-Government Organization and Community Self-help Groups.
 - Plan and coordinate the activities of the Local Stakeholders.
 - Mobilize local resources for contribution towards construction, operation and maintenance costs.
5. **General Membership:**

Open to all farmers/fishermen/boatmen, small traders, carftsman, landless people, destitute women or any other member of the community within the project area who are influenced directly or indirectly by the scheme and shall be treated as the general members of WMO.
6. **Executive Committee:**

There shall be an Executive Committee (EC) to manage the affairs of the WMO. The EC will consist of the following 11 members:

• Chairman	1
• Vice Chairman	1
• Secretary	1
• Joint Secretary	1
• Treasurer/Cashier	1
• Member	3
• Member (Special representation)	3

At least one member from each of the following groups must be included in the Executive Committee;

• Landless (less than 0.5 acre)	1
• Fishermen (if any fishing takes place in the project area)	1
• Destitute women	1

The Executive Committee will include at least 30 percent women representatives.

7. Power and Functions of EC:

- The EC shall be entitled to take all relevant measures to achieve the goals of the WMO
- The EC shall keep careful watch over the functioning of the scheme.
- It shall inspect/visit the scheme on a regular basis and identify problems related to embankment/khal/sludge etc.
- It shall estimate costs of repair and maintenance on the basis of the problems identified or anticipated and raise funds and organize voluntary labour from the beneficiaries to carry out the work.
- It shall establish principles (schedules) of operation of the sluice gate (if any within the project) to give maximum advantage to the farmers.
- It shall undertake a plantation programme on the side slopes of embankments and explore the possibility for the development of fisheries within the project area.
- It shall nominate/select one sluice operator from within the EC or general members, if required.
- It shall try to minimize any negative affects of the scheme particularly on the small/marginal farmers and fishermen.
- It shall maintain liaison with the Implementing Agencies, Local Government Institutions and NGOs and others.

8. Election Procedures:

- EC members will be elected or selected from the general members.
- Term of office of the EC shall be 2 years.
- January 1 to December 31 shall be treated as a year for the purpose of the committee.
- Members of EC will be elected/selected in the general meeting through voting either by raising hands or secret ballots.
- At least 50% of the beneficiaries must attend the AGM for a valid selection of committee to be made.

9. Cancellation of Membership:

An EC member will loose his membership, if:

- He remains absent from three consecutive meetings of the EC without giving satisfactory reasons;
- He works against the provision of bye-laws and/or is involved in any activity contrary to the interests of the general members.

10. Duties/Responsibility of EC:

A. Chairman

- He will act as the head of the Executive Committee.
- He will preside over all the meetings (EC meeting, general meetings etc.).
- He will be entitled to sanction/allocate a maximum amount of Tk 500/- to meet any emergency work for maintenance or operation.

B. Vice-Chairman

- In absence of the Chairman, act as Chairman
- Assist the Chairman in discharging his/her duties
- Perform other duties assigned by the Chairman or the Executive Committee (EC)

C. Secretary

- All registers, records and documents of the committee shall be under his care and supervision.
- He will organize meetings of the committee/council as per instruction of the Chairman, records minutes of such meetings and get them approved.
- He will prepare an annual report of activities, obtain approval by EC and present it in the Annual General Meeting (AGM) for everybody's satisfaction.
- He can hold a maximum amount of Tk. 200/- with him to meet emergency expenditure of the committee and obtain approval in the following EC meeting.

D. Joint Secretary

- In absence of the Secretary, act as Secretary
- Assist the Secretary in discharging his duties
- Assist the Secretary in maintenance of records, documents and preparation of proceedings of the meeting.
- Perform other duties as assigned by the EC, the Chairman and /or the Secretary.

E. Treasurer/Cashier

- He will be the custodian of all funds of the committee and shall remain responsible for maintaining of proper accounts.
- He will disburse funds to concerned members as per decision of the EC for necessary action.

F. Other EC Members

They will attend meetings of the EC and help in taking decisions. They will also perform various functions as decided/allocated by the Chairman and the Secretary or the EC.

11. Rules Governing Meetings of EC:

- The EC shall meet at least once in a month.
- The Secretary shall decide date, times and agenda of the meeting in consultation with the Chairman and serve the notice at least 3 days ahead of the meeting.
- Presence of one third of the members shall be treated as a quorum for an EC meeting.
- The Secretary in consultation with the Chairman can convene emergency meetings at short notice.

12. Rules of General Meeting:

- The Annual General Meeting (AGM) will be held at latest by December every year.
- The EC shall determine the date of AGM
- Notice of AGM has to be served at least 15 days ahead of the meeting for general information.

13. Proceeding of Meetings:

- Confirmation/approval of minutes of previous meetings;
- Presentation of annual report by the Secretary (for AGM)
- Presentation of the accounts of income and expenditure. These shall be duly audited accounts by competent auditors for the AGM

14. Procedure of Requisition Meeting:

The Chairman of the committee will be compelled to hold a requisition meeting if so desired by a written petition duly signed by a majority of the general members, in the event of willful negligence of duties by the EC or its office bearers, harmful activities by the EC and the like. Decisions, on the issues raised in such meetings will be taken by the vote of the general members. Holding of such a meeting will require at least 3 days notice.

15. Source of Funds for O&M of Schemes:

- Contribution of general members
- Assistance from the Local Government Institutions.
- Assistance from the Implementing Agencies.

16. Security of Funds and Disbursement Procedure:

- The Treasurer/Cashier will disburse funds as per decision of the EC.
- All funds raised in the name of the committee shall be deposited in an approved bank. The account will be opened in the name of the scheme and be operated under the joint signature of two of the Chairman, Secretary and the Treasurer.

17. Audit of Accounts:

Accounts of the committee shall be audited at least once in a year by a competent auditor to be nominated/appointed by the EC.

18. Transfer of Responsibility:

The outgoing EC shall transfer/handover its responsibility to the new executive committee within 15 days of its (new EC) formation/election.