

12 (1980) Nr. 7

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1996 Nr. 182

A. TITEL

*Overeenkomst tussen het Koninkrijk der Nederlanden en de Republiek
Kenya inzake technische samenwerking;
Nairobi, 29 april 1980*

B. TEKST

De tekst van de Overeenkomst is geplaatst in *Trb.* 1980, 109.

C. VERTALING

Zie *Trb.* 1980, 109.

D. PARLEMENT

Zie *Trb.* 1981, 120 en, laatstelijk, *Trb.* 1995, 122.

De in rubriek J van *Trb.* 1995, 122 afgedrukte administratieve akkoorden d.d. 12 februari 1992, d.d. 25 maart 1994 en d.d. 27 juli 1994 zijn bij brieven van 26 juli 1995 ter kennis van de Staten-Generaal gebracht.

De in rubriek J hieronder afgedrukte administratieve akkoorden behoeven ingevolge artikel 7, onderdeel b, van de Rijkswet goedkeuring en bekendmaking verdragen niet de goedkeuring der Staten-Generaal.

G. INWERKINGTREDING

Zie *Trb.* 1981, 120.

J. GEGEVENS

Zie *Trb.* 1984, 21, *Trb.* 1993, 181, *Trb.* 1994, 199 en *Trb.* 1995, 122.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 27 juni 1995 te Nairobi tussen de bevoegde wederzijdse autoriteiten een administratief akkoord tot stand gekomen inzake een project betreffende het vormgeven aan een beleid betreffende wetlands in kust-ecosystemen. De tekst van het akkoord luidt als volgt:

Administrative Arrangement

The Netherlands Minister for Development Cooperation, being the Competent Netherlands Authority for the purpose of this Administrative Arrangement, hereinafter referred to as “the Netherlands Party”, represented in this matter by the Ambassador Extraordinary and Plenipotentiary of Her Majesty the Queen of the Netherlands,

and

the Ministry of Finance, being the Competent Kenyan Authority for the purpose of this Administrative Arrangement, hereinafter referred to as “the Kenyan Party”,

With regard to the provisions of Article I of the Agreement on technical cooperation between the Kingdom of the Netherlands and the Republic of Kenya, signed at Nairobi on 29th April 1980, hereinafter referred to as the “Agreement”,

Have entered into the following Administrative Arrangement:

Article I

The Project

1. The two Parties shall jointly carry out a project, to be known as “Netherlands Support to Kenya Wildlife Service (KWS) five Year Development Programme” hereinafter referred to as “the Project”.

2. The aim of the Project is to support the conservation of Biological diversity of Kenya.

3. This aim shall be pursued by the provision of management, policy and training support to KWS on the wide use of wetlands for managing coastal protected areas and promoting integrated coastal zone development. Also to upgrade the professional skills of KWS by means of in-service training to improve the conservation of biological diversity and major wetland ecosystem types in Kenya.

4. The cooperation between the two Parties is planned to last for a period of five years.

Article II

The Netherlands Contribution

1. The Netherlands party shall make the following contribution to the Project:

- a) to provide expatriate staff;
 - b) to purchase equipment;
 - c) to provide training facilities.
2. The value of the Netherlands contribution to the implementation of the Project is estimated at the amount of 9.681.000.– Dutch guilders.

Article III

The Kenyan Contribution

1. The Kenyan Party shall make the following contribution to the Project: to pay the salaries of the local staff, supporting services and to provide housing aid.
2. The total value of the Kenyan contribution is estimated at USD 15 million, being the general financial contribution to the KWS Programme.

Article IV

The Executive Authorities

1. The Netherlands Party shall appoint the Directorate General of International Cooperation of the Netherlands Ministry of Foreign Affairs as the Netherlands Executive Authority in charge of the implementation of the Project. The Netherlands Executive Authority shall be represented in Kenya, as far as the day to day operations of the Project are concerned, by the Netherlands Teamleader. The Teamleader shall act in close cooperation with the Kenyan Executive Authority and its representative and will respect the operational instructions given by the said Authority to the Kenyan personnel.
2. The Kenyan Party shall appoint the Ministry of Tourism & Wildlife as the Kenyan Executive Authority to the Project in charge of the implementation of the Project.
The Kenyan Executive Authority shall be represented, as far as the day to day operations of the Project are concerned, by the Director of KWS, who will be the Kenyan Project Manager.

Article V

Delegation

Each of the Executive Authorities shall be entitled to delegate the duties in connection with the Project under its responsibility partly or entirely to other authorities or organisations. The Executive Authorities shall inform each other in writing of any such delegation and of the extent of the delegation.

Article VI

Project Manager/Team Leader

The Project Manager shall be responsible for the correct implementation of the Kenyan contribution to the Project.

The Team Leader shall be responsible to the Netherlands Executive Authority for the correct implementation of the Netherlands contribution to the Project.

Article VII

The Working Document

1. The Executive Authorities declare their commitment to the objective of the project as set out in the "request for Netherlands Support to Kenya Wildlife Service (KWS) five Year Development Programme" and shall establish by mutual consent a Working Document stating in detail the contribution of either Party, the number and duties of the personnel, their job-descriptions, a time table and a list of equipment and materials to be supplied by either Party.

2. The Working Document may be amended by mutual consent by the Executive Authorities.

3. The Working Document shall form integral¹⁾ part of this Administrative Arrangement.

Article VIII

Personnel

The expatriate personnel shall enjoy the privileges and immunities described in Articles II and III of the Agreement.

Article IX

Equipment and Materials

The provisions of Article VII of the Agreement are applicable to the importation of the equipment and materials provided by the Netherlands Party. Upon the completion of the project the ownership of the equipment and materials of the Project shall be transferred to the Kenya Wildlife Service unless otherwise agreed between the Executive Authorities.

Article X

Reporting

The Project Manager and the Team Leader shall jointly submit to the Executive Authorities financial reports on quarterly basis and progress

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reports on bi-annual basis by 31st March and 30 September each year on the implementation of the Project and before 31st January each year an annual work programme. On the termination of the Project they shall submit to all parties involved a final report in English on all aspects of the work executed in connection with the Project.

Article XI

Evaluation

1. At the end of the third year of the Project Implementation a mid term review will be held; thereafter evaluations will be scheduled by the Executive Authorities.
2. The composition of the evaluation missions will be defined jointly by the Executive Authorities.

Article XII

Settlement of Disputes

Any dispute concerning the interpretation or implementation of this Administrative Arrangement which cannot be settled by consultations between the two Parties shall be referred to the respective governments.

Article XIII

Entry into Force and Duration

This Administrative Arrangement shall enter into force with effect from 1 October 1994 and shall expire either at the end of the period stated in Article I, paragraph 4, of this Arrangement or on the date on which the Project has been completed in conformity with the provisions of this Arrangement and of the Working Document whichever date is the later.

DONE at Nairobi on the..... day of, 1994 in two originals in English

For the Netherlands Minister for Development Cooperation

(sd.) R. FRUIN

R. Fruin
Ambassador

For the Government of Kenya, Ministry of Finance

(sd.) B.K. KIPKULEI

27th June 1995
The permanent secretary
Ministry of Finance
P.O. Box 30007, Nairobi

Het akkoord is ingevolge zijn artikel XIII op 27 juni 1995 in werking getreden, met terugwerkende kracht tot 1 oktober 1994.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 4 september 1995 te Nairobi tussen de bevoegde wederzijdse autoriteiten een administratief akkoord tot stand gekomen inzake een project betreffende een bijdrage aan het herstel van het ecologisch evenwicht en beperking en voorkoming van milieu-degradatie en woestijnvorming. De tekst van het akkoord luidt als volgt:

Administrative Arrangement

The Netherlands Minister for Development Cooperation, being the Competent Netherlands Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Netherlands Party", represented in this matter by the Ambassador Extraordinary and Plenipotentiary of Her Majesty the Queen of the Netherlands,

and

the Ministry of Finance, being the Competent Kenyan Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Kenyan Party",

With regard to the provisions of Article I of the Agreement on Technical Cooperation between the Kingdom of the Netherlands and the Republic of Kenya, signed at Nairobi on 29th April 1980, hereinafter referred to as the "Agreement",

Have entered into the following Administrative Arrangement:

Article I

The Project

1. The two Parties shall jointly carry out a project, to be known as "Jamii na Mazingira Baringo", hereinafter referred to as "the Project".

2. The aim of the Project is to rehabilitate denuded land and establish local management of these improved areas while increasing the availability of fuelwood and fodder for the local communities.

3. This aim shall be pursued by stimulating the technical and social factors needed to make large scale semi-arid rehabilitation a viable and sustainable option.

4. The cooperation between the two Parties is planned to last for a period of three years.

Article II

The Netherlands Contribution

1. The Netherlands party shall make the following contribution to the Project:

- consultancy services
- offices and residential houses
- financial means for project operation
- transport means

2. The value of the Netherlands contribution of the implementation of the Project is estimated at the amount of 4,000,000.- Dutch guilders.

Article III

The Kenyan Contribution

1. The Kenyan Party shall allocate land for offices and residential houses and contribute to the establishment of site infrastructure. In addition salaries and allowances of staff of the Governments of Kenya, seconded to the project, will be contributed.

2. The total value of the Kenyan contribution is unknown and will be detailed in the Working Document.

Article IV

The Executive Authorities

1. The Netherlands Party shall appoint the Directorate General of International Cooperation of the Netherlands Ministry of Foreign Affairs as the Netherlands Executive Authority in charge of the implementation of the Project. The Netherlands Executive Authority shall be represented in Kenya, as far as the day to day operations of the Project are concerned, by the Programme Advisor. The Programme Advisor shall act in close cooperation with the Kenyan Executive Authority and its representative and will respect the operational instructions given by the said Authority to the Kenyan personnel.

2. The Kenyan Party shall appoint The Ministry of Land Reclamation, Regional and Water Development as the Kenyan Executive Authority of the Project in charge of the implementation of the Project.

The Kenyan Executive Authority shall be represented, as far as the day to day operations of the Project are concerned, by an Officer appointed by the Ministry of Land Reclamation, Regional and Water Development (MLRRWD), who will be the Kenyan Programme Officer.

Article V

Delegation

Each of the Executive Authorities shall be entitled to delegate the duties in connection with the Project under its responsibility partly or entirely to other authorities or organisations. The Executive Authorities shall inform each other in writing of any such delegation and of the extent of the delegation.

Article VI

Programme Officer/Programme Advisor

The Programme Officer shall be responsible to the Kenyan Executive Authority for the correct implementation of the Kenyan contribution to the Project.

The Programme Advisor shall be responsible to the Netherlands Executive Authority for the correct implementation of the Netherlands contribution to the Project.

A special project account will be opened for the Netherlands contribution to the project operations. This account will operate under joint signature of the Programme Officer and the Programme Advisor.

Article VII

Working Document

1. The Executive Authorities shall establish by mutual consent a Working Document stating in detail policies and strategies, institutional framework, target beneficiaries, development objectives, the contribution of either Party, the number and duties of the personnel, their job descriptions, a time table and a list of equipment and materials to be supplied by either Party.

2. The Working Document may be amended by mutual consent by the Executive Authorities.

3. The Working Document shall form an integral part of this Administrative Arrangement.

Article VIII

Personnel

The expatriate personnel shall enjoy the privileges and immunities described in Articles II and III of the Agreement.

Article IX

Equipment and Materials

The provisions of Article VII of the Agreement are applicable to the importation of the equipment and materials provided by the Netherlands Party. Upon completion of the project the ownership of the equipment and materials of the Project shall be transferred to the Government of Kenya, unless otherwise agreed between the Executive Authorities.

Article X

Reporting

The Programme Officer and the Programme Advisor shall jointly submit to the Executive Authorities financial reports in English on a quarterly basis and progress reports on a bi-annual basis on the implementation of the Project. On termination of the Project they shall submit to all parties involved a final report in English on all aspects of the work executed in connection with the Project.

Article XI

Evaluation

1. In the second year of the Project implementation an evaluation will be held.
2. The composition of any evaluation mission will be defined jointly by the Executive Authorities.

Article XII

Settlement of Disputes

Any dispute concerning the interpretation or implementation of this Administrative Arrangement which cannot be settled by consultations between the two Parties shall be referred to the respective governments.

Article XIII

Entry into Force and Duration

This Administrative Arrangement shall enter into force with retroactive effect to 15 March 1994 and shall expire either at the end of the

period stated in Article I, paragraph 4, of this Arrangement or on the date on which the Project has been completed in conformity with the provisions of this Arrangement and of the Working Document whichever date is the later.

DONE at Nairobi on the 4th day of September, 1995 in two originals in English

For the Netherlands Minister for Development Cooperation

(sd.) R.J. TREFFERS

R. J. Treffers
Ambassador Extraordinary and Plenipotentiary
of the Kingdom of the Netherlands

For the Kenyan Minister for Finance

(sd.) B.K. KIPKULEI

Permanent Secretary
Ministry of Finance of the Republic
of Kenya

Het akkoord is ingevolge zijn artikel XIII op 4 september 1995 in werking getreden, met terugwerkende kracht tot 15 maart 1994.

Uitgegeven de *elfde* juli 1996.

De Minister van Buitenlandse Zaken,

H. A. F. M. O. VAN MIERLO

INHOUD

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