

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1970 Nr. 191

A. TITEL

*Overeenkomst tussen het Koninkrijk der Nederlanden en de
Republiek Colombia inzake technische samenwerking;
Bogotá, 19 juli 1966*

B. TEKST

De tekst van de Overeenkomst is geplaatst in *Trb.* 1966, 216.

D. GOEDKEURING

Zie *Trb.* 1967, 10.

G. INWERKINGTREDING

Zie *Trb.* 1966, 216 en *Trb.* 1967, 10.

J. GEGEVENS

Zie *Trb.* 1966, 216 en *Trb.* 1970, 73.

Ter uitvoering van artikel III van de onderhavige Overeenkomst is op 3 augustus 1970 te Bogotá tussen de wederzijds bevoegde autoriteiten (t.w. de Minister zonder Portefeuille, belast met de aangelegenheden betreffende de hulp aan ontwikkelingslanden, van het Koninkrijk der Nederlanden en de Ministers van Landbouw en van Economische Ontwikkeling van Colombia) een administratieve overeenkomst tot stand gebracht inzake het project voor wetenschappelijk onderzoek naar bloemmélanges in Colombia, van welke overeenkomst de materiële inhoud in het Engels als volgt luidt ¹⁾:

¹⁾ De Spaanse tekst is niet afgedrukt.

Article I

The Project

1. The two Parties shall join efforts in executing a project, to be known as "The composite flour-research project", hereinafter to be called: "the Project".

2. The purpose of the Project is to prepare bread, cakes, biscuits and other bakery products out of local composite flours and to adapt production methods to local weather-conditions as well as to various tastes of the population.

3. The purpose of the Project shall be pursued by

- establishing an experimental bakery;
- doing production- and marketing research;
- propagating the required recipes among Columbian bakers;
- training bakers of Columbian nationality.

4. The experimental bakery, the research and further studies shall be established and done in the building of the "Instituto de Investigaciones Tecnologicas" in Bogotá, (hereinafter referred to as "The I.I.T.").

5. The Project is planned to last two years, with the understanding that parties hereto might agree as to an earlier or later termination.

Article II

The Netherlands Contribution

1. The Netherlands Party undertakes to contribute to the Project by:

- making available a number of Netherlands advisors and consultants;
- preparing the lay-out and specifications of the experimental bakery;
- supplying equipment including a number of motorvehicles and materials and to bear the cost of their overseas transportation including insurance to the Columbian port of destination;
- doing research work, both in the Netherlands and in Columbia;
- granting fellowships to persons of Columbian nationality for overseas studies in the Netherlands.

2. The total value of the Netherlands contribution, as mentioned hereabove, shall not exceed the equivalent in Columbian Pesos of f 967.450,- (nine hundred sixty seven thousand and four hundred fifty guilders).

Article III

The Columbian Contribution

1. The Columbian Party undertakes to contribute to the Project by:

- making available adequate office- and laboratory accomodation;
- supplying equipment and materials, as far as locally required and obtainable;
- supplying sufficient and qualified counterpart personnel to each of the Netherlands advisors and consultants;
- providing sufficient administrative personnel, labourers and other personnel for rendering services within the scope of the Project;

taking for its account:

- the running daily costs of the Project, as far as not appropriated to the Netherlands contribution;
- the cost of unloading of the equipment and materials, sent by the Netherlands Party, in the Columbian port of destination, the customs clearance, their inland transportation including insurance to their ultimate destination;
- the cost of adopting the present building of the "I.I.T." for the purpose of the experimental bakery and mounting the equipment and materials sent by the Netherlands Party;
- all inland travelling of the Netherlands advisors and consultants, as well as their Columbian counterpart staff and personnel, when on duty to serve the purpose of the Project;
- to make available sufficient motorvehicles;
- the cost of the insurance, maintenance, repairs, gasoline, oil, tires, etc. of the local cars as well as those of the cars sent by the Netherlands Party to Columbia;
- in general to take all measures which might promote the implementation of the Project.

2. The value of the Columbian contribution as mentioned hereabove has been estimated at Columbian Pesos \$ 3.167.742.- without including the value of the existing installations and equipment, which has been estimated at Columbian Pesos \$ 4.000.000.-

Article IV

The Executive Authorities

1. The Netherlands Party shall put the Directorate of International Technical Assistance of the Ministry of Foreign Affairs in charge of the execution of the Project, as the Netherlands Executive Authority.

2. The Columbian Party shall put the Instituto de Fomento Industrial – IFI – in charge of the execution of the Project as the Columbian Executive Authority.

3. Either Executive Authority, mentioned hereabove, shall be entitled to delegate under its own responsibility, partly or entirely its duties in connection with the Project to other persons or institutions.

In doing so the Executive Authorities shall inform each other in writing about the names of persons or institutions delegated and to what extent delegations are made.

Article V

“The Schedule of Operations”

1. The Executive Authorities shall establish in common agreement a “Schedule of Operations”, indicating in detail the contribution of either Party, the number and duties of advisors and consultants, job descriptions, the number of fellowships, the duration of their being abroad, a description of the equipment and materials to be made available.

The “Schedule of Operations” shall include a specified budget concerning each item of the contribution of either Party, a priority scheme of the operations involved, a timetable and lists of the equipment and materials to be supplied by either Party.

2. The “Schedule of Operations” with its appendices shall form an integral part of this Administrative Arrangement.

Article VI

The Netherlands Projectleader

One of the Netherlands advisors made available under Article II paragraph 1, shall be appointed by the Netherlands Executive Authority.

Article VII

The Managing Board

1. In Bogotá a Managing Board will be composed, of which the President and the Secretary shall be of Columbian nationality. The Netherlands Projectleader and the Netherlands marketing and food promotion expert as well as their Columbian counterparts shall be included in the membership of the Board.

2. The Managing Board shall be in charge of the direction of the Project and its implementation in Columbia.

3. The Managing Board is entitled to establish its own Rules of Procedure under which it shall operate.

Article VIII

The Advisory Board

1. In Bogotá an Advisory Board will be composed, of which the President will be of Columbian nationality.

The members of this Board will be nominated by the Columbian Party.

2. The Advisory Board may advise the Managing Board on all matters concerning the Project.

3. The Advisory Board is entitled to establish its own Rules of Procedure under which it shall operate.

Article IX

Fellowships

1. Candidates for a fellowship for study in the Netherlands will be selected by the Managing Board and their names shall be submitted for final approval to the Netherlands Executive Authority.

2. Fellows of Columbian nationality shall, during their studies in the Netherlands, be subject to the Rules and Regulations of the Fellowship Programme of the Netherlands International Technical Assistance.

Article X

Status of the Netherlands Advisors and Consultants

The Netherlands Advisors and Consultants shall enjoy the facilities, privileges and immunities, mentioned in the Articles IV, VI and VII of "the Agreement".

Article XI

Status of the Netherlands equipment and materials

1. To the importation and exportation of the Netherlands equipment and materials are applicable the provisions of Article V of "the Agreement".

2. The ownership of all equipment and materials supplied by the Netherlands Party will be transferred to the Columbian Party at the time the co-operation between the two Parties on the Project will be terminated.

Article XII

The Organization

The Netherlands Executive Authority shall be represented in Bogotá by the Projectleader, mentioned in Article VI of this Arrangement, who shall be responsible to the Netherlands Executive Authority for the correct implementation of the Netherlands contribution.

The Netherlands food expert and master-baker shall in first instance report to the Projectleader.

The Projectleader shall act in close consultation with his Columbian counterpart and with the Managing Board, in matters pertaining to the vocational activities of the Netherlands Advisors and Consultants.

He shall respect the operational instructions given by the Columbian Executive Authority or the Managing Board to the Columbian personnel. The Columbian Executive Authority shall provide the Netherlands Advisors and Consultants with any information that may be considered necessary for the execution of the Project.

Article XIII

Reporting

The Managing Board shall report to the Columbian Executive Authority and the Advisory Board. It shall submit a quarterly "report" in the Spanish and English language on the progress made on the execution of the Project to both the Executive Authorities. Copies of these reports shall be submitted to the Royal Netherlands Embassy in Bogotá. At the termination of the Project the Managing Board shall submit a "Final Report" in the Spanish and English language on all of the aspects of the work done in connection with the Project to all parties interested.

Article XIV

Disputes

Any difference of opinion which may arise between the Netherlands Advisors and their respective Columbian counterparts as to the interpretation or the application of this Arrangement or of the "Schedule of Operations", shall in first instance be referred to the Netherlands Projectleader for solution in consultation with his Columbian counterpart. In case no solution is reached, the matter will be referred to the Managing Board. In case this Board does not arrive to a satisfactory solution, the matter will be referred by the Board to the Parties to this Arrangement for settlement.

Article XV

Final Clause

This Administrative Arrangement will enter into force on the first day of the month following the date of signature by both Parties.

It shall remain valid until six months after one of the two Parties shall have notified the other in writing of its intention to terminate the Agreement or until six months after the two Parties have agreed in writing that in accordance with Article I, paragraph 5, the operations are terminated, whichever is earlier.

Ter uitvoering van artikel III van de onderhavige Overeenkomst is voorts op 24 september 1970 te Bogotá tussen de wederzijds bevoegde autoriteiten (t.w. de Minister zonder Portefeuille, belast met de aangelegenheden betreffende de hulp aan ontwikkelingslanden, van het Koninkrijk der Nederlanden en de Minister van Openbare Werken van Colombia) een administratieve overeenkomst tot stand gebracht inzake het project voor de verbetering van de Rio Magdalena en het Canal del Dique, van welke overeenkomst de materiële inhoud in het Engels als volgt luidt ¹⁾:

Article I

The Project

1. The two parties shall co-operate in surveying certain stretches of the Rio Magdalena and the Canal del Dique, within the framework of a project to be known as "The Rio Magdalena and the Canal del Dique Survey Project", as defined in the present Arrangement and hereinafter to be referred to as "the Project".

2. The purpose of the Project is to provide recommendations with the Colombian Authorities for improving, such with relatively limited means and at short notice, the navigability of the Rio Magdalena and the Canal del Dique, the protection of the inhabitants of the banks of the mentioned rivers, and their properties, and the reliability of the harbour-installations.

3. The Project will be carried out on several stretches of the Rio Magdalena between La Dorada and Gamarra and the Canal del Dique.

4. The aforesaid co-operation between the two Parties is planned to last approximately two years as of July 1st., 1971.

Article II

The Netherlands Contribution

1. As its contribution to the Project the Netherlands Party undertakes:

- to make available a team of Netherlands experts for the survey-activities;

¹⁾ De Spaanse tekst is niet afgedrukt.

- to send a number of Netherlands consultants for short visits on individual basis;
- to grant a number of fellowships to Colombian trainees;
- to supply a survey-vessel and hydromatic and hydrographic equipment on behalf of the foreseen surveys;
- to supply a number of motor vehicles to be used during the period of the Project;
- to take for its account the cost of transportation and insurance of the vessel, materials, equipment and vehicles as mentioned above to the Colombian port of destination.

The Netherlands experts may be accompanied by their families.

2. The total expenses of the aforementioned Netherlands contribution shall not exceed the amount of f1.700.000,- (one million and seven hundred thousand guilders).

Article III

The Colombian Contribution

1. As its contribution to the Project the Colombian Party undertakes:

- to make available adequate office-space and furniture on behalf of the Netherlands experts and their Colombian counterpart-staff;
- to provide the equipment of the survey-vessel as far as not appropriated to the Netherlands contribution, including storage, floating and topographic equipment;
- to provide recent aerial photographs of the river and canal stretches involved;
- to assign sufficient and qualified Colombian counterparts to the team of the Netherlands experts, including an experienced crew for sailing the survey-vessel during the period of the Project;
- to supply sufficient administrative personnel for maintenance a.o. of the equipment, as mentioned in Article II of this Agreement;
- the cost of unloading of the vessel, equipment and materials, sent by the Netherlands Party to the Colombian port of destination, the custom clearance, their inland transportation and insurance to their ultimate destination;
- to take for its account the daily running cost of the Project, including the cost of maintenance and replacing of parts of the equipment and materials and the cost of maintenance and insurance of the vessel during the period of the Project;
- to arrange for and bear the cost of adequate housing facilities on behalf of the Netherlands experts and their families;
- in general to take all measures, not undertaken by the Netherlands Party and necessary for the adequate implementation of the Project.

2. Moreover the Colombian Party shall meet the cost of traveling within the territory of Colombia to be made by the Netherlands experts and the visiting experts for the purpose of the Project on the same base as provided for in the regulations, applicable to comparable Colombian Officials.

3. The Colombian contribution to the Project has been estimated at Col. Pesos 5,300,000,- (Five million and three hundred thousand Colombian Pesos).

Article IV

The Executive Authorities

1. The Netherlands Party shall for the implementation of the Project put in charge the Directorate of International Technical Assistance of the Netherlands Ministry of Foreign Affairs as the Netherlands Executive Authority.

2. The Colombian Party shall for the implementation of the Project put in charge the Ministry of Public Works as the Colombian Executive Authority.

3. The Executive Authorities mentioned hereabove shall be entitled to delegate under its own responsibility, partly or entirely its duties in connection with the Project to a third Party. In doing so, the Executive Authorities shall inform each other in writing of the names of the persons or institutions delegated and to what extent the delegations are made.

Article V

The Schedule of Operations

1. The Executive Authorities shall establish in common agreement a "Schedule of Operations" indicating in detail the stretches of the Rio Magdalena and the Canal del Dique where the surveys shall be made, the contribution of either Party, the number and duties of the Advisers, their job description, the duration of their being abroad, a description of the equipment and materials to be made available.

The "Schedule of Operations" shall include a specified budget concerning each item of the contribution of either Party, a priority scheme of the activities, a time table and lists of the equipment and materials to be supplied by either party.

2. The "Schedule of Operations" shall form an integral part of the present Administrative Arrangement.

Article VI

The Status of the Netherlands Personnel

The Netherlands personnel to this Project shall enjoy the privileges and immunities, mentioned in Articles IV, VI, and VII of "the Agreement".

Article VII

The Status of the Netherlands Equipment and Materials

1. To the importation and exportation of the Netherlands equipment and materials are applicable the provisions of Article V of "the Agreement".

2. The ownership of all equipment (except the vessel) and materials supplied by the Netherlands Party will be transferred to the Colombian Party at the time the co-operation between the two Parties will be terminated.

Article VIII

The Status of the Survey-vessel

1. The ownership of the vessel, made available by the Netherlands Party, shall be transferred to the Colombian Party as soon as possible after unloading thereof in the Colombian port of destination and in accordance with Colombian law.

2. The vessel's operator is the Republic of Colombia. The vessel will fly the Colombian flag and shall be put under the command of one of the Colombian counterparts as its Master.

3. The Colombian Party shall take all measures in order to safeguard that the vessel will and can be used, strictly for the purpose of the Project and in accordance with the operational instructions of the Netherlands Co-director of the Project.

Article IX

Project Directors and Organization

1. One of the Netherlands experts shall be appointed to act as the Netherlands Co-director of the Project.

2. He will also represent the Netherlands Executive Authority in Colombia, as far as the daily operations under the Project are concerned.

3. He shall be responsible to the Netherlands Executive Authority for the correct implementation of the Netherlands contribution.

4. The Netherlands Co-director of the Project shall act in close consultation with the Colombian Executive Authority and respect the operational instructions, given by the said Authority to the Colombian personnel. The Colombian Executive Authority provides the Nether-

lands Co-director of the Project with any information that may be considered necessary for the execution of the Project.

5. The same duties and obligations shall apply to the Colombian Co-director of the Project towards the Colombian Executive Authority.

Article X

Reporting

The Netherlands Co-director of the Project shall report to the Colombian Executive Authority. He shall submit a quarterly "Report" in the Spanish and English language on the progress made on the execution of the Project to both Executive Authorities.

At the termination of the Project the Netherlands Co-director shall submit a final report in the Spanish and English language of all of the aspects of the work done in connection with the Project to all Parties involved.

Article XI

Settlement of Disputes

Any dispute the interpretation or implementation of this Arrangement which cannot be settled in consultation between both Parties, shall be referred to the respective Governments in a way to be decided upon by the latter.

Article XII

Final Clause

The Arrangement becomes effective on the first day of the month following the date of signature by both Parties whereas operations will start as indicated in the time table of the "Schedule of Operations". The Arrangement shall expire "eo ipso" at the day the operations will be terminated after two years as of the day of their commencement as foreseen in Article I Paragraph 4 of this Arrangement or in accordance with the time table of the "Schedule of Operations", whichever date is later.

Uitgegeven de *negende* november 1970.

De Minister van Buitenlandse Zaken,
J. LUNS.