

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1970 Nr. 73

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.

In overeenstemming met artikel 102 van het Handvest der Verenigde Naties is de onderhavige Overeenkomst op 3 maart 1967 geregistreerd bij het Secretariaat der Verenigde Naties onder nr. 8558. De tekst van de Overeenkomst, alsmede een vertaling daarvan in het Engels en het Frans, is afgedrukt in „Recueil des Traités” der Verenigde Naties, deel 591, blz. 201 e.v.

Ter uitvoering van artikel III van de onderhavige Overeenkomst is op 11 september 1968 te 's-Gravenhage tussen de wederzijds bevoegde

autoriteiten (t.w. de Directie Internationale Technische Hulp van het Ministerie van Buitenlandse Zaken van het Koninkrijk der Nederlanden en het Administratieve Departement van Nationale Planning van Colombia) een administratieve overeenkomst tot stand gebracht inzake het functioneren van een Interamerikaans Centrum voor Lucht-foto-interpretatie te Bogotá, van welke overeenkomst de materiële inhoud in het Engels als volgt luidt: ¹⁾:

CHAPTER I

Objective and Description

1.1.1. *Objective*

The Netherlands and Colombia shall cooperate in the operation of an Interamerican Centre for Airphoto-interpretation, devoted to advanced training in the use of aerial photographs. This training, directed towards the development of natural resources, will comprise fields like the application and interpretation of aerial photographs in geology, geomorphology, forestry, soil survey, road construction, etc.

The courses can be attended by persons having a university education or are of comparable educational level in the disciplines mentioned above or in related disciplines.

The capacity of the Centre will be for up to 40 students at a time during the first one or two years. This number could be gradually augmented to a maximum of about 60 students.

The Board of Directors of the Centre will set forth regulations about conditions of admission of students, duration and academic program of the courses, following as closely as feasible those established by the International Institute for Aerial Survey and Earth Sciences (I.T.C.) in Delft, the Netherlands.

Members of the scientific staff will have the opportunity to devote part of their time to research and development activities in their respective professional fields, as far as these activities do not interfere with their educational task.

Advisory services can be given by the Centre on request of third parties, according to the activities and statutes of the Centre.

1.1.2. *Background*

The economic growth of Latin America will, for many years to come, largely depend on the intensification of the development of its natural resources.

Considering the importance of surveys for the development of natural resources and bearing in mind that the accuracy and efficiency of geological explorations, agricultural development and forest utili-

1) De Spaanse tekst is niet afgedrukt.

zation and development will be increased considerably by the application of the techniques of airphoto-interpretation, the Colombian Government has established an autonomous centre for training of specialists, engaged in natural resources development, in the technique of interpretation of aerial photographs. A training programme in photo-grammetry can be incorporated in the future in the programme of the Centre.

The Inter American Centre for Airphoto-interpretation shall be located in Bogotá, and shall be open for the training of citizens of Latin American countries. The Netherlands Government is willing to cooperate with the operation of this Centre during a period of 5 years.

1.2. *Basic Data*

1.2.1. *Location of the project: Bogotá.*

1.2.2. *Categories of subject:*

- (a) Training of a counterpart staff.
- (b) Advanced training of students in aerial photo-interpretation.
- (c) Research and development activities in the field of airphoto-interpretation.
- (d) Advisory services on request of third parties within the fields of activities of the centre.
- (e) Appropriate dissemination of knowledge and results of research.

1.2.3. *Categories of persons:*

Experts of the Netherlands.

Counterpart-experts.

Trainees.

The trainees will be recruited from:

- (a) Professionals of Latin American nationalities engaged in the development of natural resources.
- (b) Lecturing personnel of Latin American universities.
- (c) All other persons who fulfill the conditions of admission established by the Board of Directors of the Centre.

1.2.4. *Nature of instructions*

Advanced theoretical and practical instruction in the use of aerial photography and airphoto-interpretation, especially with regard to Geology/Geomorphology, Forestry, Soil-science and related fields.

1.2.5. *Language: Spanish*

CHAPTER II

*Working Plan**2.1. Participation of the Netherlands Government and its contribution**2.1.1. The competent authority representing the Netherlands Government*

The competent Netherlands Authority shall be responsible for the Netherlands contribution to the project and shall be allowed to delegate the projects implementation entirely or partly to other institutions. The Netherlands contribution shall exist in providing experts, equipment and fellowships.

*2.1.2. Experts**2.1.2.1. Resident experts*

The Netherlands shall contribute towards the staffing of the Centre as follows:

One Project Leader	60 man/months
Two Geologists/Geomorphologists	96 man/months
Two Experts in Soil-survey	96 man/months
One Expert in Forestry	52 man/months
One Expert in Photogrammetry	60 man/months

Total 364 man/months

All these experts will be regarded as senior staff members of the Centre.

The total strength of the Netherlands scientific staff will be initially seven men, during the project gradually reduced to four.

To qualify for an appointment on this project, the Netherlands experts should fulfill the requirements for the scientific staff of the I.T.C. and have at least two years practical experience.

One of these experts will be nominated, by mutual consent of the Netherlands and Colombian competent authorities, as Project Leader who will be in charge of the projects implementation. See for details Appendix Ia¹⁾.

2.1.2.2. Visiting experts

Apart from the resident experts the Netherlands will provide for a number of experts, selected according to the type of special problems that may arise, who will during short visits to the project, advise on their respective professional fields or give special courses.

1) Niet afgedrukt.

In total will be made available 10 man-months, provided that the total costs, mentioned in Appendix Ia ¹⁾, will not be exceeded.

2.1.3. *Equipment*

The Netherlands shall provide scientific and educational equipment and vehicles as stated in Appendix Ib ¹⁾.

The items as indicated in Appendix Ib must be considered as tentative and indicative and apt to revision according to advice given by the Competent Netherlands Authority or the institution to which it may delegate the projects implementation. Variations in this list may be made by mutual consent of the Competent Authorities to suit the requirements of the project, provided that the total costs mentioned in Appendix Ib will not be exceeded.

The cost of transport and insurance to the port of destination in Colombia of equipment to be supplied by the Netherlands shall be borne by the Netherlands.

2.1.4. *Fellowships*

The Netherlands shall make available a number of fellowships outside Colombia to a maximum of 90 man-months during the implementation of this project for about 10 students to be especially trained to replace the Netherlands staff members in the course of 5 years.

The decision of granting fellowships shall be taken by the Competent Netherlands Authority upon receiving a proposal from the Inter-American Centre for Airphoto-interpretation on the subject. The fellows shall be selected jointly by the managing director of the Centre and the Netherlands Project Leader.

2.2. *Participation by the Colombian Government and its contribution*

2.2.1. *Competent authority representing the Colombian Government*

The Competent Colombian Authority shall be responsible for the Colombian contribution to the project and shall be allowed to delegate the projects implementation entirely or partly to other institutions.

The Colombian contribution shall consist of providing counterpart and other staff, housing for the Centre, equipment and running costs.

2.2.2.1. *Counterpart staff*

Colombia shall supply the following personnel which will act as counterparts to the Netherlands experts:

One qualified person, preferably an expert in one of the disciplines of the Centre who shall act as Managing Director, being the counterpart of the Netherlands Project Leader;

¹⁾ Niet afgedrukt.

Up to ten instructors in the fields of training of the Centre, who will be engaged and trained to replace the Netherlands experts. See for details Appendix IIa ¹⁾).

To qualify for an appointment the Colombian counterpart expert should hold at least a university degree in one of the disciplines connected with this project.

2.2.2.2. *Other staff*

In addition to the teaching staff will be made available administrative personnel as listed in Appendix IIa. This staff will be under supervision of the Director of the Centre.

2.2.3. *Buildings and equipment*

Colombia will provide for adequate housing for the Centre for Airphoto-interpretation.

Furthermore Colombia will provide the following investment for the project:

Office equipment.

Furniture.

Camping Equipment.

See for details Appendix IIb ¹⁾).

2.2.4. *Running costs*

Colombia will pay the full running costs of the project and the eventual additional costs which may arise, such as:

- Contactprints, photo-paper and other material for students.
- Maintenance and operation of vehicles.
- Local transport and reconnaissance flights.
- Office expenditures.
- Services on contract.
 - a) laboratory analyses.
 - b) local labor.

See for details Appendix IIc ¹⁾).

2.3. *Organization*

2.3.1. *General Directives*

The Competent Colombian Authority will represent the Colombian Government on the project in any matter which may arise. The Competent Colombian Authority will delegate the implementation of the project to the "Inter-American Centre for Airphoto-interpretation",

¹⁾ Niet afgedrukt.

an institute with corporate capacity which has been established by the Colombian Government and in which participate the following Colombian institutions:

Ministerio de Minas y Petroleos – Servicio Geológico;
 Ministerio de Obras Públicas – Fondo Vial Nacional;
 Instituto Colombiano de La Reforma Agraria;
 Instituto Geográfico “Agustín Codazzi”;
 Universidad Nacional.

The direction of this Centre will be in the hands of a Board of Directors constituted by one representative of the Competent Colombian Authority and of each of the participating institutions.

This Board will appoint a Managing Director of the Centre who will be responsible for the daily management of the Centre. This Managing Director will also assist at the meetings of the Board.

The statutes of the Centre shall contain a detailed description of the character and form of the contribution of each participating Colombian institution to the Centre as well as of the activities of the Centre. The tasks of the Board of Directors, Managing Director and staff, shall also be described in the statutes of the Centre as well as the norms for the issue of the diplomas and certificates.

The Competent Netherlands Authority will delegate the implementation of the project to the International Institute for Aerial Survey and Earth Sciences (I.T.C.) in Delft, Netherlands, which will appoint in consultation with the Competent Netherlands and Colombian Authorities a Project Leader.

During the period in which this project is developed, changes in the statutes of the Centre affecting the conditions set forth in this Plan of Operations, will be studied by both parties until full agreement has been reached. The Government of the Netherlands is free to decide upon the subsequent participation in the present project.

2.3.2. *Duties and responsibilities*

2.3.2.1. *Duties and responsibilities of the Project Leader*

The project leader is responsible for the proper execution of the project as far as the Netherlands contribution is concerned. It will be his task inter alia:

- To partake and assist in the broadest sense in the operation of the Inter-American Centre for Airphoto-interpretation.
- To provide all technical advice necessary for the operation of this Centre.
- To select in consultation with the Managing Director of the Centre suitable candidates for the counterpart-training program.
- To supervise the training program.

- To assist the Colombian Managing Director with the daily management of the Centre.
- To participate in the meetings of the Board of the Centre without voting power.
- To coordinate all research and development activities to be undertaken in the field of Airphoto-interpretation.
- To carry out any such other duties as may from time to time be assigned to him by mutual agreement between the Government of the Netherlands and the Government of Colombia.

The Project Leader is authorized to treat with the Competent Colombian Authority for account of the Competent Netherlands Authority all questions concerning the Colombian as well as the Netherlands contribution to the project.

2.3.2.2. *Duties and responsibilities of the Netherlands experts*

The Netherlands experts are answerable to the Project Leader on whom general responsibility for these experts devolves.

Their function is:

- To train the members of the counterpart staff.
- To direct and execute in collaboration with the counterpart staff the courses in their respective disciplines.
- To partake in advisory services, and in general to assist the Project Leader in his responsibility for the proper execution of the project.

2.3.2.3. *Duties and responsibilities of the Director of the Centre*

The duties and responsibilities of the Director of the Centre are set forth in the statutes of it.

However, with regards to the Netherlands contribution to the project his duties and responsibilities will be:

- To supply to the Project Leader all facilities required for the execution of the project.
- To take into account the technical advice given by the Project Leader.
- To make the required equipment available in good working order.
- To participate without voting power, in the meetings of the Board of the Centre.
- To provide for all administrative facilities necessary for the proper functioning of the Centre.
- To provide to the Project Leader any information arising out of the execution of this project.
- To carry out any such other duties as may from time to time be assigned to him by mutual agreement between the Government of the Netherlands and the Government of Colombia.

2.3.2.4. *Duties and responsibilities counterpart staff*

The counterpart staff members are answerable to the Managing Director on whom general responsibility for the counterpart-staff devolves.

Their functions will be the day to day implementation of the project and besides that they will prepare themselves for a gradual taking over of the responsibility for and leadership of their respective parts of the project.

2.3.2.5. *Appointment and dismissal*

The responsibility for appointing or dismissing Netherlands experts rests with the Competent Netherlands Authority in consultation with the Competent Colombian Authority with due regard on the qualifications mentioned in 2.1.

The responsibility for appointing and dismissing Colombian counterpart and other staff rests, in accordance with the statutes of the Centre, with the Board of Directors or the Managing Director in consultation with the Project Leader.

2.3.2.6. *Administration*

The administration of the Centre will be carried out by Colombian personnel under supervision of the Director. A six-monthly report on the administration will be submitted to the Managing Director and the Netherlands Project Leader.

The Netherlands Project Leader remains responsible for the proper administration of the Netherlands contribution.

2.3.3. *Project Schedule*

The start of the project is 1 November 1967.

Prior to the official starting date of the project the Project Leader will arrive in Bogotá to take care of the necessary preparations which will ensure a smooth take off. The time-table for the Netherlands experts is given below:

<i>Man/Months</i>	1967	1968	1969	1970	1971	1972
	7	80	84	84	60	49

As soon as the Director and the Project Leader deem convenient a beginning will be made with transfer of responsibility to counterpart staff of proved ability by the Netherlands experts.

CHAPTER III

Financial Arrangement

3.1. *Budget*

The approved estimates of the Netherlands contribution to the project are given in Appendices Ia, Ib and Ic ¹⁾.

¹⁾ Niet afgedrukt.

The approved estimates of the Colombian contribution to the project are given in Appendices IIa, IIb and IIc.

The total of the above mentioned estimates is given on Page 1.

3.2. *Funds*

The Competent Netherlands Authority shall see to it that the members of the Netherlands team regularly receive the payment due to them. The Competent Netherlands Authority also undertakes to make available at the proper time any funds needed for the equipment as mentioned in 2.1.3. as well as for the realisation of the fellowships as mentioned in 2.1.4.

The Competent Colombian Authority undertakes to make regular payments to the Colombian staff.

The Competent Colombian Authority shall also make available at the proper time any funds needed to discharge its other liabilities as laid down in this agreement.

3.3. *Equipment*

The equipment provided by the Netherlands shall remain the property of the Netherlands for the duration of the project. Upon completion of the project the Competent Netherlands Authority will arrange for the transfer of this equipment into the property of the Competent Colombian Authority.

CHAPTER IV

Final Stipulations

4.1. *Continuation*

After the termination of the project the Colombian Government shall ensure the continuation of the activities initiated and extended by the two Governments during the project.

4.2. *Reporting*

The Project Leader shall keep frequent contact with the Competent Netherlands Authority and with the Competent Colombian Authority.

All communication of the resident Netherlands experts with the Competent Netherlands Authority will be effected through the intermediary of the Netherlands Project Leader.

The Project Leader will submit every three months a report in writing to the competent authorities of both the Netherlands and Colombia on the progress made with the implementation of the project as a whole and of its separate objectives.

The report shall include an account of the different fields of activity of the experts of his team and their counterparts, as well as the program for the next three months.

On the completion of the project the Project Leader shall submit a final report to the Competent Netherlands Authority giving a detailed description of all the aspects of the work done and recommendations on future policy with regard to further development.

The Competent Netherlands Authority will make this report available to the Competent Colombian Authority and to other interested parties.

4.3. *Amendments to this Agreement*

Should it be necessary for some reason to make any alteration in or an addition to the Agreement, the Competent Authorities of the Netherlands and Colombia shall after joint consultation decide by mutual agreement in what manner this Agreement shall be amended.

Uitgegeven de *twintigste* mei 1970.

De Minister van Buitenlandse Zaken a.i.,
DE JONG.