

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1971 Nr. 164

A. TITEL

Overeenkomst tussen het Koninkrijk der Nederlanden en de Verenigde Republiek Tanzania inzake technische samenwerking; 's-Gravenhage, 27 april 1965

B. TEKST

De tekst van de Overeenkomst is geplaatst in *Trb.* 1965, 74.

C. VERTALING

Zie *Trb.* 1965, 74

D. GOEDKEURING

G. INWERKINGTREDING

Zie *Trb.* 1967, 27

J. GEGEVENS

Zie *Trb.* 1967, 27, *Trb.* 1969, 38 en *Trb.* 1970, 88.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 13 maart 1971 te Dar es Salaam 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 Financiën van Tanzania) een administratief akkoord tot stand gebracht inzake een onderzoek naar de mogelijkheden voor de produktie van met sisal versterkte polyesterplaten, van welk akkoord de materiële inhoud als volgt luidt:

Article I (The Study)

1. The two Parties shall collaborate on having performed a sisal polyester sheets feasibility study, hereinafter to be called "the Study".
2. The purpose of the Study is to appraise the usefulness of a pilot plant in Tanzania for production of sisal needle mats and sisal reinforced polyester sheets.
3. The Study shall consist of:
 - a. A determination of properties of sisal reinforced polyester sheets in order to screen the practical possibilities of application;
 - b. an estimation of the local cost price of a few types of sheets under conditions of production in Tanzania;
 - c. a market survey to appraise the size of prospective outlets in the East African Countries;
 - d. a market survey of competitive position of the new materials in Western Europe;
 - e. recommendations concerning the set-up of a pilot plant for production of sisal needle mats and sisal reinforced polyester sheets, and calculations of investments required and costs of operation.
4. The collaboration between the two Parties on the Study is planned to last approximately nine (9) months.

Article II (The Netherlands Contribution)

1. As its contribution to the Study the Netherlands Party undertakes:
 - to send a number of Netherlands experts for short visits;
 - to make available a number of Netherlands experts for study-activities in the Netherlands.
2. The total expenses of the above mentioned Netherlands contribution shall not exceed the amount of US \$ 45.000 (forty five thousand US dollars).

Article III (The Tanzanian Contribution)

1. As its contribution to the Study the Tanzanian Party undertakes:
 - to take for its account the cost of
 - a. travelling and transport in Tanzania (by land and air) of the Netherlands experts;

- b. board and lodging for the Netherlands experts and including per diem allowances;
 - c. office-facilities and local personnel if and as far as required;
 - d. reproduction and printing of documents, reports, drawings and office running costs;
 - e. postage, telegrams, telex-messages and telephone-calls;
 - f. medical and dental facilities and treatment for the Netherlands experts at Government hospitals as provided for Tanzania Government officials of comparable rank;
- to appoint a liaison officer to maintain contact with the various Tanzanian Ministries, departments and authorities;
- to furnish the Netherlands experts all available data and information including reports and comments thereon as shall be required in connection with the Study;
- to provide such assistance to the Netherlands experts – as may be necessary for the implementation of the Study.

Article IV

(The Executive Authorities)

1. The Netherlands Party shall for the implementation of the Study put in charge the Directorate of International Technical Assistance of the Netherlands Ministry of Foreign Affairs as the Netherlands Executive Authority.
2. The Tanzanian Party shall for the implementation of the Study put in charge Tanganjika Sisal Marketing Board (TASMA) as the Tanzanian 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 Study 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 delegations are made.

Article V

(Programme of the Study)

Between both Parties it is understood that the Study will be carried out in accordance with the draft programme of November 11th, 1969, drawn up by the Netherlands organisation TNO.

This draft will be attached to and form an integral part of this Administrative Arrangement ¹⁾.

1) Niet afgedrukt.

Article VI

(Status of the Netherlands personnel)

1. The Netherlands Experts to this Study shall enjoy the facilities, mentioned in Article 4 of "the Agreement".

2. In accordance with Article 6 of the Agreement both Parties have decided, as regards contingencies for which the Agreement does not provide, to declare operative to the Netherlands experts, engaged in the execution of the Study, the following facilities provided for in Article V of the "Model Text of Agreement" concerning Assistance from the United Nations Special Fund":

– immunity from legal process in respect of words spoken or written and in respect of all acts performed by the experts in their official capacity;

– exemption, in accordance with the interpretation of the Agreement agreed upon by the Notes exchanged on October 26, 1968, and November 25, 1968, of the payment of income and other direct taxes on salaries, allowances and emoluments, received from the Netherlands Government;

– as far as the Netherlands salaries, allowances and emoluments of the experts is concerned, the same privileges in respect of exchange facilities inter alia external accounts as are accorded to diplomatic missions;

– freedom of charge of entry-visas and temporary working-permits;

– exemption from national service obligations;

– repatriation facilities in time of international crises for themselves and their dependants in Tanzania.

Article VII

(Status of the Netherlands equipment and materials)

To the importation and exportation of the Netherlands equipment and materials are applicable the provisions of Article 5 of "the Agreement".

Article VIII

(Reporting)

Reports shall be prepared in the English language. Fifty copies of these reports shall be submitted to the Tanzanian Government.

Article IX

(Settlement of Disputes)

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

Article X

The Arrangement becomes effective on the first of the month following the date of signature by both Parties, and shall expire either "eo ipso" at the day the study will be terminated or after 11 months as of the day of their commencement as foreseen in Article I paragraph 4 of this Arrangement, which date is later.

Uitgegeven de *tweede* september 1971.

De Minister van Buitenlandse Zaken a.i.,
BIESHEUVEL.