

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1971 Nr. 195

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 en 191.

Ter uitvoering van artikel III van de onderhavige Overeenkomst is op 12 augustus 1971 te Bogotá tussen de wederzijds bevoegde autoriteiten (t.w. de Minister zonder Portefeuille belast met de Ontwikkelingssamenwerking van het Koninkrijk der Nederlanden, en de Minister van Landbouw van de Republiek Colombia) een administratieve overeenkomst tot stand gebracht inzake de samenwerking bij de landbouwprojecten van het „Instituto Colombiano de la Reforma Agraria” (Incora), 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 the Incora projects known as Norte de Santander I, Bolívar I and Córdoba I hereinafter to be called „the Projects”.

2. The purpose of the co-operation is to pass on knowledge on management, agriculture, rural engineering and extension to the Incora staff and settlers in the Projects by means of demonstration, advice and instruction courses.

3. The aforesaid co-operation between the two Parties is planned to last 3 years.

Article II

The Netherlands Contribution

1. As its contribution the Netherlands Party undertakes:

- a. to send out a number of Dutch experts for periods of 1–3 years; and of experts on special problems who will pay short term visits to the Projects (see attached staff planning based on the approval of Incora of 8th January 1970);
- b. to supply seeds, planting material and farm equipment;
- c. to provide a number of vehicles.

2. The total of the above mentioned Netherlands contribution shall not exceed the sum of dfl. 4.450.000,— being the equivalent of US \$ 1.234.000,—. It is understood that an amount of approximately dfl. 800.000,— hereof will be charged against the Experts-Program and the balance of approximately dfl. 3.650.000,— against the Projects-program.

Article III

The Colombian Contribution

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

- to pay all travelling expenses of the experts in Colombia;
- to pay exploitation costs of the vehicles and the farm equipment;
- to provide office facilities;
- to pay office costs;
- to provide the labour required for the demonstration fields.

2. The value of the Colombian contribution as mentioned above has been estimated at dfl. 353.000,—, being the equivalent of US \$ 100.000,—.

Article IV

The Executive Authorities

1. The Netherlands Party shall for the implementation of the Projects put in charge the International Technical Assistance Depart-

ment of the Netherlands Ministry of Foreign Affairs as the Netherlands Executive Authority.

2. The Colombian Party shall for the implementation of the Projects put in charge the Ministry of Agriculture 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 Projects 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 to and to what extent delegations are made.

Article V

The Schedule of Operations

1. The Parties shall establish in common agreement a „Schedule of Operations” indicating in detail the contribution of either Party, the number and duties of the Advisors, their job description, the duration of their assignment to the projects, 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, an outline of the activities to be undertaken in the Projects, a time table and a list of equipment and materials to be supplied by either Party.

2. The „Schedule of Operations” shall form an integral part of the present Administrative Arrangement ¹⁾.

Article VI

Status of the Netherlands personnel

The Netherlands Advisors to these Projects shall enjoy the privileges and immunities, mentioned in Art. IV, VI, VII of „The Agreement”.

Article VII

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 Colombian Party at the time the co-operation between the two Parties will be terminated and provided these are not required in other Technical assistance projects of the Netherlands in Colombia.

1) Niet afgedrukt.

Article VIII

Projectleaders and Organization

1. One of the Netherlands experts shall be appointed to act as the Netherlands Projectleader.

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

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

4. Every project shall have a Netherlands and a Colombian Codirector.

5. Both the Netherlands Projectleader and the Netherlands Codirector 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 shall provide the Netherlands Projectleader with any information that may be considered necessary for the execution of the Projects.

6. The same duties and obligations shall apply to the Colombian Projectleader towards the Colombian Executive Authority.

Article IX

Reporting

The Netherlands Projectleader shall report to the Colombian Executive Authority. He shall submit a halfyearly report in the Spanish and English language on the progress made on the execution of the Projects to both Executive Authorities. Copies of each of these reports shall be sent to the Royal Netherlands Embassy and the National Planning Department in Bogotá. At the termination of the Projects the Netherlands Projectleader shall submit a final report in the Spanish and English language of all the aspects of the work done in connection with the Projects to all Parties involved.

Article X

Settlement of Disputes

Any dispute concerning the interpretation or implementation of this Administrative Arrangement or the Schedule of Operations 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 XI

The Administrative Arrangement shall become 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 Administrative Arrangement shall expire „eo ipso” on the day when the operations are terminated in accordance with the time-table of the „Schedule of Operations”.

Ter uitvoering van artikel III van de onderhavige Overeenkomst is op 3 september 1971 te Bogotá tussen de wederzijds bevoegde autoriteiten (t.w. de Minister zonder Portefeuille belast met de Ontwikkelingssamenwerking van het Koninkrijk der Nederlanden, en de rector van de „Los Andes”-universiteit van de Republiek Colombia) een administratieve overeenkomst tot stand gebracht inzake een project betreffende een microbiologisch en parasitologisch centrum van de „Los Andes”-universiteit te Bogotá, 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 executing a project, to be known as the „Microbiological and Parasitological Center of the Universidad de los Andes” hereinafter to be called „the Project”.

2. The purpose of the Project is training mid-level laboratory personnel, in particular microbiological technicians, of Colombian nationality for both research- and routine work in laboratories, institutes a.o.

3. This purpose shall be pursued by:

– re-accomodating a laboratory of the Department of Microbiology of the Universidad de los Andes, hereinafter to be called „the Laboratory”;

– providing microbiological training-programmes for technicians and post-graduate courses to assure a constant supply of technicians in the staff;

– carrying out the preparation and standardization of diagnostic reagents and other microbiological products;

– providing training facilities for maintaining and handling laboratory animals.

4. The aforesaid co-operation between the two Parties is planned to last approximately four years.

Article II

The Netherlands Contribution

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

¹⁾ De Spaanse tekst is niet afgedrukt.

– to make available a Netherlands expert for a period of four years, who will be the Netherlands Codirector of the Project and as such in charge of the teaching in and management of the Netherlands part of the Project;

– to supply funds for materials for the re-accomodation of an existing laboratory-building;

– to provide part of the equipment for the above mentioned laboratory to be used for the duration of this Project;

– if this equipment must be bought outside Colombia, the cost of transportation and insurance thereof to the Colombian port of destination;

– to take for its account part of the cost of replacing laboratory-equipment during the period of the Project.

2. The total expenses of the above mentioned Netherlands contribution shall not exceed the amount of f. 617.000,- (six hundred seventeen thousand guilders).

Article III

The Colombian Contribution

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

– to provide a professional who shall act as Colombian Codirector of the Project;

– to make available adequate accomodation for the laboratory;

– to provide part of the equipment and a library for the Project, as far as required and locally obtainable;

– to supply sufficient and qualified counterpart personnel;

– to provide sufficient personnel for the rehabilitation of the laboratory-building and likewise administrative personnel, employees and other persons for rendering services during the Project;

to take for its account:

– the running costs of the Project;

– the cost of unloading of the equipment and materials, sent by the Netherlands Party to Colombia, the custom clearance, their inland transportation and insurance to their ultimate destination;

– in general to take all measures, not undertaken by the Netherlands Party and necessary for the implementation of the Project.

2. The value of the Colombian contribution as mentioned here-above has been estimated at \$ 3.868.600 (three million eight hundred and sixty eight thousand and six hundred Colombian pesos).

Article IV

The Executive Authorities

1. The Netherlands Party shall for the implementation of the Project put in charge the Department 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 Department of Biology and Microbiology of the Universidad de los Andes as the Colombian Executive Authority.

3. The Executive Authorities mentioned hereabove shall be entitled to delegate, 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 of the names of the persons or institutions concerned 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 the experts, their job description, the duration of their assignment to the Project, a description of the equipment and materials to be made available.

The „Schedule of Operations” shall include a specified budget of the contribution of either Party, a priority scheme of the various activities, a time-table and lists of the equipment and materials to be supplied by either Party.

The „Schedule of Operations” shall form an integral part of the present Administrative Arrangement.

Article VI

Status of the Netherlands personnel

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

Article VII

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 Colombian Party at the time the co-operation between the two Parties on the Project will be terminated, provided the equipment and materials are not needed in other Netherlands Technical Assistance projects in Colombia.

Article VIII

Projectleader and Organization

1. One of the Netherlands experts shall be appointed to act as the Projectleader in collaboration with his Colombian counterpart.

2. He will represent the Netherlands Executive Authority in Bogotá 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. The Netherlands Codirector shall act in close consultation with the Colombian Executive Authority with respect to the operational instructions, given by the said Authority to the Colombian personnel. The Colombian Executive Authority provides the Netherlands Codirector with any information that may be considered necessary for the execution of the Project.

Article IX

Reporting

The Netherlands Codirector shall report to the Netherlands 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 Codirector 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.

Copies of both reports shall be submitted to the Royal Netherlands Embassy and the National Planning Office in Bogotá.

Article X

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 XI

Final Clause

The Administrative Arrangement enters into effect on the first of the month following the date of signature by both Parties.

The Arrangement shall expire four years after the day, indicated in the „Schedule of Operations” as the date of commencement of the Project or on the date on which the Project, in the opinion of both Parties, has been completed, with the understanding that the expiration will take place on whichever of both dates is later.

Uitgegeven de achtentwintigste oktober 1971.

De Minister van Buitenlandse Zaken a.i.,

BIESHEUVEL.