

# TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

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JAARGANG 1972 Nr. 126

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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, *Trb.* 1970, 88 en *Trb.* 1971, 164.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 22 oktober 1971 te Dar es Salaam tussen de wederzijds bevoegde autoriteiten (t.w. de Nederlandse Minister zonder Portefeuille, belast met de ontwikkelingssamenwerking, en de Minister van Financiën van Tanzania) een administratief akkoord tot stand gebracht inzake het visserijproject te Kunduchi (Tanzania), van welk akkoord de materiële inhoud als volgt luidt:

## Article I

*The Project*

1. The two Parties shall co-operate in a fisheries project at Kunduchi (Dar es Salaam) (hereinafter referred to as "the Project").
2. The purpose of the Project is the teaching and training of persons of Tanzanian nationality to become graduated experts, both theoretically and practically, in the field of fisheries.
3. The Project will be carried out at the "Institute of Fisheries" at Kunduchi (Tanzania) (hereinafter referred to as "the Institute") which shall be adapted for the purpose of the Project.
4. The aforementioned 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:
  - to make available a team of three Netherlands experts for the purpose of teaching and training at the Institute;
  - to send a number of Netherlands consultants for short courses and consultation;
  - to grant a number of fellowships to Tanzanian trainees;
  - to supply a sea-going vessel of about 25 meter overall, including the ship's appurtenances and equipment for coastal fishing, to an amount of Dfl. 730.000,- (sevenhundred and thirty thousand Netherlands guilders) including the cost of its transportation to a Tanzanian port, the cost of insurance during the transportation and during the period it is being used in or outside Tanzanian waters under the Tanzanian flag for the purpose of the project;
  - to supply other materials and equipment to be used during the instruction period, inter alia a small van, cold storage facilities and books.
2. The total expenses of the aforementioned Netherlands contribution including the vessel, shall not exceed the amount of Dfl. 2.000.000,- (two million Netherlands guilders).

## Article III

*The Tanzanian Contribution*

- As its contribution to the Project the Tanzanian Party undertakes:
- to make available the site and the premises of the schoolbuilding of the Institute to accommodate the training courses;

- to arrange for and bear the cost of adequate housing facilities with basic furniture on behalf of the Netherlands experts and consultants during their stay in Tanzania;
- to assign sufficient and qualified Tanzanian counterparts and personnel on behalf of the training and the courses;
- to equip the buildings for the training courses;
- to supply educational appliances in so far as they are not supplied under the Netherlands contribution;
- to make available mooring facilities for the vessel at Kunduchi and to keep the vessel in running condition;
- to take for its account the cost of exploitation of the site and premises of the Institute, the salaries of the trainees and the personnel, as well as the cost of maintenance and exploitation (fuel, etc.) of the vessel and van, including repairs;
- to take for its account the transportation and insurance of the material and equipment, made available by the Netherlands Party, except the vessel with its appurtenances, from the port of arrival to the Institute;
- to take for its account an insurance to protect the trainees and/or counterpart crew of Tanzanian or other nationality against the financial consequences of death or injury, which may occur to them by whatsoever cause on board, embarking or on disembarking from the vessel.

#### Article IV

##### *The Schedule of Operations*

Both Parties shall in common agreement establish a "Schedule of Operations", describing in detail the contribution of either Party, as mentioned in the Articles II and III of this Arrangement and including a time schedule. The Schedule of Operations shall form an integral part of this Arrangement. Amendments to the Schedule of Operations shall be established in common agreement between both Parties and shall be made in writing.

#### Article V

##### *Tanzanian facilities granted to Netherlands personnel*

1. The Netherlands experts 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 Project 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 26th October, 1968 and 25 November, 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 are 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;
- the rendering of all necessary assistance for the repatriation of the Netherlands personnel and their dependents in Tanzania in time of crisis.

3. The Government of Tanzania shall provide medical and dental facilities and treatment for the Netherlands experts at Government hospitals as provided for Tanzanian Government officials of comparable rank.

#### Article VI

##### *Tanzanian facilities granted to Netherlands materials and equipment*

As regards the importation and exportation of the equipment, materials and other goods sent by the Netherlands Party to Tanzania in connection with the implementation of the Project, Article V of the Agreement shall apply.

#### Article VII

##### *Status of the Netherlands personnel*

1. The Netherlands Party shall appoint a project leader who shall be responsible to the Netherlands Executive Authority referred to in Article XII of this Arrangement. The project leader shall act in close consultation with the Tanzanian Party and with the authorities designated by that Party in matters of technical activities of the Netherlands personnel, and shall respect the operational instructions given by that Party or by such authorities as may be pertinent in view of the nature of his duties and of the technical assistance to be given.

2. The Tanzanian Party shall, subject to Tanzanian security regulations in this regard, provide the Netherlands experts with information that the latter may consider necessary for the efficient execution of operations within the Project.

3. The Netherlands Party shall order the Netherlands personnel to respect Tanzanian law and to abstain from any activity that is inconsistent with the spirit of the present Arrangement.

4. It is understood that the Government of Tanzania, in virtue of the provisions of the "Model Text of Agreement concerning Assistance from the United Nations Special Fund" shall be responsible for the safety and the immunities of the Netherlands personnel, their dependants and their properties and for the equipment, materials and other goods sent out to Tanzania for the purpose of the Project.

### Article VIII

#### *The vessel, its operator, its Master and Crew*

1. The vessel to be made available by the Netherlands Party shall fly the Tanzanian flag.

2. For the duration of the Project the State of the Netherlands will be the vessel's operator ("reder") in the sense of the Netherlands Maritime Law.

3. The vessel shall for the duration of the Project be put under the command of one of the Netherlands experts as its master.

4. The Tanzanian Government shall engage and dismiss counterparts and/or trainees as the vessel's crew in consultation with and/or upon proposal of the master.

### Article X <sup>1)</sup>

#### *Status of the Tanzanian trainees/counterparts/visitors when on board of the vessel*

Tanzanians or persons of other nationality engaged by the Tanzanian Government as provided for in paragraph 4 of Article VIII of this Arrangement, are subject to the Tanzanian Maritime Laws and regulations.

### Article XI

#### *Fellowships*

1. The Fellowships to be granted by the Netherlands Party to Tanzanian trainees will be governed by the Fellowship Programme of the Netherlands International Technical Assistance.

2. The Rules and Regulations of the aforesaid Programme shall apply to the Tanzanian trainees during their stay in the Netherlands.

### Article XII

#### *Executive Authorities*

1. The competent Netherlands Authority shall for the implementation of the present Arrangement put in charge the Directorate of

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<sup>1)</sup> Artikel IX ontbreekt.

International Technical Assistance of the Ministry of Foreign Affairs as the Netherlands Executive Authority.

2. The competent Tanzanian Authority shall for the implementation of the present Agreement put in charge the Director of Fisheries of the Ministry of Natural Resources and Tourism as the Tanzanian Executive Authority.

3. Each of the Executive Authorities mentioned here before is entitled to delegate certain activities under their responsibility to other authorities. In doing so the Executive Authorities shall inform each other in writing of such delegation.

### Article XIII

#### *Continuation of the Project*

The Tanzanian Party intends upon completion of the Project to continue the operations as provided for in this Arrangement and the "Schedule of Operations". At that time the Netherlands experts will be replaced by Tanzanian nationals, trained for that purpose under the Project.

### Article XIV

#### *Responsibility of the personnel involved*

1. The Tanzanian Party shall appoint the Managing Director of the Institute to act as the counterpart to the Netherlands Project leader. These authorities shall co-operate in close consultation as to the operations to be performed and the personnel involved.

2. Any conflict between the Netherlands experts and the Tanzanian trainees and other personnel shall in first instance be referred to these authorities for resolution. In case no solution is reached, the case shall be referred to the respective Executive Authorities mentioned in Article XII of this Arrangement.

### Article XV

#### *Disputes*

1. Any disputes 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 by the latter.

2. In case of contingencies not provided for in the present Arrangement or in the Agreement the Parties shall in common agreement make further arrangements.

### Article XVI

This Arrangement shall enter into force on the first of the month following the date of signature by both Parties and shall expire either four years after the date of its entry into force, or on the date on

which the Project in the opinion of both Parties has been completed in conformity with the provisions of this Arrangement and of the Schedule of Operations, whichever date is later.

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Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 31 januari 1972 te Dar es Salaam tussen de wederzijds bevoegde autoriteiten (t.w. de Nederlandse Minister zonder Portefeuille, belast met de ontwikkelingssamenwerking, en de Minister van Financiën van Tanzania) een administratief akkoord tot stand gebracht inzake een onderzoek betreffende de watervoorziening in het Shinyangagebied (Tanzania), van welk akkoord de materiële inhoud als volgt luidt:

#### Article I

##### *The Study*

1. The two Parties shall join efforts to carry out a water supply survey in the Shinyanga Region.
2. The objectives of the said survey are to provide the Government of Tanzania with firm recommendations for immediate and longterm (20 years) development of the water resources (surface, sub-surface and ground water) of the Shinyanga Region (comprising the Districts of Maswa, Shinyanga and Kahama) with particular reference to the supply of water to the Ujamaa Villages for human and stock use.
3. The survey will include:
  - (I) collection and examination of all existing mapping and aerial photographs, hydro-meteorological, hydrological and geo-hydrological information;
  - (II) collection and examination of further hydro-meteorological, hydrological and geo-hydrological data for an assessment of the water resources potential of the Region;
  - (III) collection and examination of all existing information and the collection and examination of further information on the demographic, agronomic, livestock and socio-economic features of the Region; special attention being paid to Ujamaa Villages;
  - (IV) development, in collaboration with the authorities concerned, of a phased development programme for the water supply of the Region;
  - (V) survey and assessment of the existing water supply installations in the Region and the preparation of recommendations as to their most effective incorporation in the programme referred to in (IV);

- (VI) having regard to (IV) and (V), preparation of recommendations as to priority water supply projects, which will be outlined briefly;
- (VII) examination and evaluation in outline of all existing other projects concerned with the utilization of water in the Region; preparation or recommendations as to priority projects among these and as to their further implementation;
- (VIII) examination and indication in brief outline of other possible projects for water utilization in the Region, including flood control, irrigation, power and industry;
- (IX) having regard to (IV), (V), (VII) and (VIII), preparation of a phased integrated masterplan for the utilization of water in the Region.

## Article II

### *The Netherlands Contribution*

1. As its contribution to the survey the Netherlands Party undertakes:
  - a. to send a team of experts to undertake the necessary survey and study activities in Tanzania, according to the schedule described in Annex 1 <sup>1)</sup>;
  - b. to have performed supplementary studies in the Netherlands;
  - c. to take care of training of local staff; the total cost thereof will not exceed the amount of fl. 75.000,- (seventy-five thousand guilders);
  - d. to make available equipment and materials as described in Annex 1;
  - e. within the limits mentioned in paragraph 2 of this article to take for its account the cost of the above-mentioned actions and the operations cost of the survey, unless provided for in Article III.
2. The total expenses of the above-mentioned Netherlands contribution shall not exceed the amount of fl. 4.250.000,- (four million two hundred and fifty thousand guilders).

## Article III

### *The Tanzanian Contribution*

- As its contribution to the survey the Tanzanian Party undertakes:
- a. to appoint a liaison officer to maintain contact with the various Ministries, parastatals and other organizations, both central and

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<sup>1)</sup> Niet afgedrukt.



local in connection with the activities of the Netherlands experts;

- b. to furnish all available data and information not classified as secret or confidential, irrespective of whether the material has been published or not, as shall be required by the Netherlands experts in connection with the Arrangement. This will include: reports, texts, records – in particular all such information dealing with previous works on the subject matter of the survey – aerial photographs and print laydowns or mosaics thereof, topographic, geological, soil and other maps, which would facilitate the execution of the survey;
- c. to carry out or arrange and authorize to be carried out additional hydrological and geo-hydrological measurements at stations of the hydrological network, maintained by the Ministry of Water Development and Power and at boreholes made by or with assistance of this Ministry or its predecessors, and investigations of soil and water samples, as may be required by the Netherlands experts, within the framework of the survey;
- d. to provide such other assistance to the Netherlands experts as the two Parties may agree may be necessary for the implementation of the survey;
- e. to provide office facilities as described in Annex 1;
- f. to provide accommodation for the Netherlands experts and their families as described in Annex 1;
- g. to provide accommodation for the local staff in so far as this would be in line with the facilities for Government servants and/or this would be a prerequisite for the successful completion of the survey;
- h. to issue or arrange to be issued all permits and licenses of any nature which are required for an efficient performance of the duties of the Netherlands experts;
- i. to take for its account:
  - the cost of the above-mentioned action;
  - all costs of local staff and labour to be employed by the Netherlands experts, as described in Annex 1; for the payment of the local staff and labour the Netherlands Party will use the Governmental practices as a guideline;
  - the cost of travelling and transport in Tanzania (by land and air) by and for the Netherlands experts, including the maintenance and running costs of the vehicles to be made available by the Netherlands Party; the cost of air transport will not exceed the amount of 60,000 shillings;
  - medical treatment for the Netherlands' experts, their families, and the local personnel employed for the survey to the same

standard as that made available to Tanzanian civil servants of comparable status.

#### Article IV

##### *The Executive Authorities*

1. The Netherlands Party shall for the implementation of the survey 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 the Ministry of Water Development and Power as the Tanzanian Executive Authority.

3. The Executive Authorities mentioned above shall be entitled to delegate under their own responsibility, partly or entirely their 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 persons or institutions delegated and to what extent delegations are made.

#### Article V

##### *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 Agreement Concerning Assistance from the United Nations Special Fund":

- immunity from legal process in respect of all acts performed by them in the execution of the Project;
- exemption, in accordance with the interpretation of the Agreement agreed upon by the Notes exchanged on October 26th, 1968 and November 25th, 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 to exchange facilities, i.e. 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 VI

### *Status of the Netherlands equipment and materials*

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

## Article VII

### *Reporting*

1. An interim report on the results of the first 18 months of the survey shall be prepared in the English language. 30 copies of this report shall be submitted to the Tanzanian Government within 22 months after the date of signature of this Arrangement.

2. 15 copies of the draft of the report, provided for in paragraph 1 of this Article, shall be submitted to the Tanzanian Government within 20 months after the date of signature of this Arrangement. The Tanzania Government, upon receipt of the draft report, will give its comment thereon within a period of one month.

3. The final report on the results of the survey shall be prepared in the English language. 30 copies of this report shall be submitted to the Tanzanian Government within 37 months after the date of signature of this Arrangement.

4. 15 copies of the draft of the report, provided for in paragraph 3 of this Article, shall be submitted to the Tanzanian Government within 34 months after the date of signature of this Arrangement. The Tanzanian Government, upon receipt of the draft report, will give its comment thereon within a period of 2 months.

## Article VIII

### *Settlement of disputes*

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

## Article IX

This Arrangement becomes effective on the first of the month following the date of signature by both Parties and shall expire "eo ipso" at the day the operations will be terminated.

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Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 31 januari 1972 te Dar es Salaam tussen de wederzijds bevoegde autoriteiten (t.w. de Nederlandse Minister zonder Portefeuille, belast met de ontwikkelingssamenwerking, en de Minister van Financiën van Tanzania) een administratief akkoord tot stand gebracht inzake de reorganisatie van een lagere technische school te Ifunda (Tanzania), van welk akkoord de materiële inhoud als volgt luidt:

#### Article I

##### *The Project*

1. The two Parties shall join efforts in executing a project, to be known as "Ifunda Technical School Project", hereinafter to be called "the Project".
2. The purpose of the Project is to improve the preparation of young Tanzanian technicians for study at a technical college.
3. This purpose shall be pursued by:
  - a. upgrading the Ifunda Technical School;
  - b. expanding the present buildings and installation of workshops and laboratoria;
  - c. training of Tanzanian students and teachers for this type of technical education.
4. The aforesaid co-operation between the two parties is planned to last approximately 3 to 4 years.

#### Article II

##### *The Netherlands Contribution*

1. As its contribution to the Project the Netherlands Party undertakes:
  - to make available a Netherlands team consisting of approximately 3 advisors (8 manyears) for permanent stay at Ifunda;
  - to send a number of Netherlands experts for rendering advice during short visits to the Ifunda Technical School;
  - to grant a number of fellowships to Tanzanian pupils and teachers for study;
  - to make available materials and supplies for the installation of workshops and laboratoria at the Ifunda Technical School;
  - to have these materials and supplies transported overseas from the Netherlands to the port of Dar es Salaam;
  - to take an insurance covering all the risks during the overseas and land transportation of these materials and supplies until their arrival at the site of their installation;
  - to take a share of the costs of constructing expansions to the secondary technical school at Ifunda for its account to an amount not exceeding Dfl. 40.000,-.

2. The total expenses of the above mentioned Netherlands contribution shall not exceed the amount of Dfl. 1.450.000,— (one million four hundred and fifty thousand Dutch guilders).

### Article III

#### *The Tanzanian contribution*

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

- to make available the required plots of ground for the expansions to and reconstruction of school building at Ifunda;
- to bear the recurrent costs of the Ifunda Technical School as reorganised;
- to take for its account the capital cost of extending the buildings at Ifunda Technical School in excess of the Netherlands contribution referred to in the preceding Article;
- to make available qualified counterpart personnel to the Netherlands Advisors and experts;
- to make available adequate office rooms, administrative personnel, office supplies and related facilities for use by the Netherlands Advisors and experts;
- to see to it that adequate housing or lodging be made available to the Netherlands Advisors and experts;
- to replace any materials and supplies imported by the Netherlands Party under the terms of this Arrangement which have been lost as a result of fire, theft or robbery during the period of co-operation under the terms of this arrangement and five years thereafter;
- to take the costs of transportation of the materials and supplies imported, from the port of Dar es Salaam to the site at Ifunda, for its account;
- to facilitate in all respects the operations under the Project;
- to bear the cost of duty travel undertaken by the Netherlands advisors and experts in Tanzania outside the city of Dar es Salaam.

2. The Tanzanian contribution to the cost of this Project referred to above shall not exceed the equivalent in Tanzania shillings of Dfl. 160.000,— (one hundred sixty thousand Dutch guilders). In the event the respective contributions of the Netherlands Government and the Tanzanian Government provided for in this Arrangement prove insufficient for the implementation of the Project, the Executive Authorities referred to in Article IV shall meet to discuss the matter and shall recommend to the Parties such amendments to this Arrangement as the Executive Authorities may deem appropriate having regard to all the circumstances.

## Article IV

### *The Executive Authorities*

1. The Netherlands Party appoints the Directorate of International Technical Assistance 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 Ifunda, as far as the daily operations under the Project concerned, by the Project Leader who is to be appointed from among the Netherlands Advisors.

2. The Tanzanian Party appoints the Principal Secretary of the Ministry of National Education as the Tanzanian Executive Authority in charge of the implementation of the Project.

3. Each of the Executive Authorities mentioned here above 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 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 advisors and experts, 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 concerning the institutes, 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

### *Tanzanian facilities granted to the Netherlands personnel*

1. 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 Advisors and experts engaged in the execution of the Project 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 advisors and experts in their official capacity;

- with respect to salaries, allowances and emoluments paid to the Netherlands Advisors and experts by the Government of the Netherlands the same exchange control facilities, including the availability of external accounts as are accorded to personnel accredited to diplomatic missions;
- entry visas and temporary work permits (if required) free of charge;
- exemption from national service obligations;
- the rendering of all necessary assistance for the repatriation of the Netherlands personnel and their dependants in Tanzania in time of crises.

2. The Government of Tanzania, to the extent contemplated by the Model Text of Agreement concerning Assistance from the United Nations Special Fund, shall be responsible for the safety and the immunities of the Netherlands personnel, their dependants and their properties and for the equipment, materials and other goods sent to Tanzania for the purpose of the Project.

3. The Netherlands Advisors and experts assigned to the Project shall be entitled to medical and dental facilities to the same standard as those accorded to civil servants of comparable rank employed by the Government of Tanzania.

## Article VII

### *Status of the Netherlands personnel*

The Netherlands Advisors and experts assigned to this Project shall enjoy the facilities, mentioned in Article 4 of "the Agreement", provided that in the case of exemption from customs and import duties and other similar impositions including sales tax, the exempted articles or any of them shall not be sold or otherwise disposed of in East Africa, except to a person entitled to similar facilities.

## Article VIII

### *Status of the Netherlands equipment and material*

1. With regard to the importation and exportation of the Netherlands equipment and materials are applicable the provisions of Article 5 of "the Agreement".

2. The ownership of equipment and materials supplied by the Netherlands Party will be transferred to the Tanzanian Party at the time the co-operation between the two Parties on the Project pursuant to this Arrangement has been terminated.

## Article IX

*Project leader and Organization*

The Project leader shall be responsible to the Netherlands Executive Authority for the correct implementation of the Netherlands contribution. The Project leader shall act in close consultation with the Tanzanian Executive Authority and respect the operational instructions, given by the said Authority to the Tanzanian personnel. The Tanzanian Executive Authority shall provide the Project leader with available information not classified, secret or confidential which the Executive Authorities consider necessary for the proper implementation of the Project.

## Article X

*Reporting*

The Project Leader shall submit a quarterly "Report" in the English language on the progress made on the execution of the Project to both Executive Authorities. At the termination of the Project the Project Leader shall submit a final report in the English language on all the aspects of the work done in connection with the Project to all parties involved.

## Article XI

*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 in a way to be decided upon by the latter.

## Article XII

The Arrangement shall become effective on the first of the month following the date of signature by both Parties and shall expire within the period mentioned in Article I, para 4 of this Arrangement at such date as agreed upon between the two Parties in writing at least six months prior to that date or in accordance with the time table of the "Schedule of Operations", whichever date is later.

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Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 31 januari 1972 te Dar es Salaam tussen de wederzijds bevoegde autoriteiten (t.w. de Nederlandse Minister zonder Portefeuille, belast met de ontwikkelingssamenwerking, en de Minister van Financiën van Tanzania) een administratief akkoord tot stand gebracht inzake de verbetering en uitbreiding van het technisch onderwijs te Dar es Salaam (Tanzania), van welk akkoord de materiële inhoud als volgt luidt:

## Article I

### *The Project*

1. The two Parties shall join efforts in executing a Project, to be known as "the Dar es Salaam Technical College Project", hereinafter to be called "the Project".
2. The purpose of the Project is to improve and to expand the facilities for educating young Tanzanian nationals to the quality of Ordinary Technician and to the Diploma of Engineering.
3. This purpose shall be pursued by:
  - a. upgrading the Dar es Salaam Technical College;
  - b. initiating courses leading to the "Diploma of Engineering" at the Dar es Salaam Technical College;
  - c. training of Tanzanian teachers at the Dar es Salaam Technical College;
  - d. introducing special materials and supplies for this type of educational training;
  - e. expanding buildings and other facilities at the Dar es Salaam Technical College.
4. The aforesaid co-operation between the two Parties is planned to last approximately 3 to 4 years.

## Article II

### *The Netherlands contribution*

1. As its contribution to the Project the Netherlands Party undertakes:
  - to make available a Netherlands team consisting of 4 to 5 advisors (15 manyears) for permanent stay at Dar es Salaam;
  - to send a number of Netherlands experts for rendering advice during short visits to the Dar es Salaam Technical College;
  - to grant a number of fellowships to Tanzanian pupils and teachers for study;
  - to make available material and supplies for the installation of workshops and laboratoria at the Dar es Salaam Technical College;

- to have these materials and supplies transported overseas from the Netherlands to the port of Dar es Salaam;
- to take an insurance covering all risks during the overseas and land transportation of these materials and supplies until their arrival at the site of their installation;
- to take a share of the costs of constructing expansions to the College buildings for its account to an amount not exceeding Dfl. 100.000,-;
- to contribute towards the operating cost of Dar es Salaam Technical College during the first two years of the project a maximum of Dfl. 475.000,- per annum;
- to take for its account the furnishing of a new hostel for 250 students to a maximum of Dfl. 50.000,-.

2. The total expenses of the above mentioned Netherlands contribution shall not exceed the amount of Dfl. 4.500.000,- (four million five hundred thousand Dutch guilders).

### Article III

#### *The Tanzanian contribution*

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

- to make available the required plots of ground for the expansions to and reconstruction of the college buildings at Dar es Salaam;
- to bear the recurrent costs of Dar es Salaam Technical College as reorganized in excess of the Netherlands contribution referred to in Article II;
- to take for its account the capital cost of extending the Dar es Salaam Technical College buildings in excess of the Netherlands contribution referred to in the preceding Article I as well as the capital cost of a new hostel for 250 students;
- to make available qualified counterpart personnel to the Netherlands advisors and experts;
- to make available adequate office rooms, administrative personnel, office supplies and related facilities for use by the Netherlands advisors and experts;
- to see to it that adequate housing or lodging be made available to the Netherlands advisors and experts;
- to replace any materials and supplies imported by the Netherlands Party under the terms of this Arrangement which have been lost as a result of fire, theft or robbery during the period of co-operation under the terms of this Arrangement and five years thereafter;
- to take the costs of transportation of the materials and supplies imported, from the port of arrival to the site, for its account;

- to facilitate in all respects the operations under the Project;
- to bear the cost of duty travel undertaken by the Netherlands advisors and experts in Tanzania outside the city of Dar es Salaam.

2. The Tanzanian contribution to the cost of this Project as referred to above shall not exceed the equivalent in Tanzanian shillings of Dfl. 700.000,- (seven hundred thousand Dutch guilders). In the event the respective contributions of the Netherlands Government and the Tanzanian Government provided for in this Arrangement prove insufficient for implementation of the Project, the Executive Authorities referred to in Article IV shall meet to discuss the matter and shall recommend to the Parties such amendments to this Arrangement and/or the Schedule of operations as the Executive Authorities may deem appropriate having regard to all the circumstances.

#### Article IV

##### *The Executive Authorities*

1. The Netherlands Party appoints the Directorate of International Technical Assistance 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 Dar es Salaam, as far as the daily operations under the Project are concerned, by the Project leader who is to be appointed from among the Netherlands Advisors.

2. The Tanzanian Party appoints the Principal Secretary of the Ministry of National Education as the Tanzanian Executive Authority in charge of the implementation of the Project.

3. Each of 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 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 advisors and experts, their jobdescription, 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 concerning the Institutes, 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

### *Tanzanian facilities granted to the Netherlands personnel*

1. 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 Advisors and experts engaged in the execution of the Project 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 advisors and experts in their official capacity;
- with respect to salaries, allowances and emoluments paid to the Netherlands advisors and experts by the Government of the Netherlands the same exchange control facilities, including the availability of external accounts as are accorded to personnel accredited to diplomatic missions;
- entry visas and temporary work permits (if required) free of charge;
- exemption from national service obligations;
- the rendering of all necessary assistance for the repatriation of the Netherlands personnel and their dependants in Tanzania in time of crisis.

2. The Government of Tanzania, to the extent contemplated by the "Model Text of Agreement concerning Assistance from the United Nations Special Fund" shall be responsible for the safety and the immunities of the Netherlands personnel, their dependants, and their properties and for the equipment, materials and other goods sent out to Tanzania for the purpose of the Project.

3. The Netherlands advisors and experts assigned to the Project shall be entitled to medical and dental facilities to the same standard as those accorded to civil servants of comparable rank, employed by the Government of Tanzania.

## Article VII

### *Status of the Netherlands personnel*

The Netherlands advisors and experts assigned to this Project shall enjoy the facilities mentioned in Article 4 of "the Agreement", provided that in the case of the exemption from customs and import duties and other similar impositions including sales tax the exempted articles or any of them shall not be sold or otherwise disposed of in East Africa except to a person entitled to similar facilities.

### Article VIII

#### *Status of the Netherlands equipment and materials*

1. With regard 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 equipment and materials supplied by the Netherlands Party will be transferred to the Tanzanian Party at the time the co-operation between the two Parties on the Project pursuant to this Arrangement has been terminated.

### Article IX

#### *Project leader and Organization*

The Project leader shall be responsible to the Netherlands Executive Authority for the correct implementation of the Netherlands contribution. The Project leader shall act in close consultation with the Tanzanian Executive Authority and respect the operational instructions, given by the said Authority to the Tanzanian personnel. The Tanzanian Executive Authority shall provide the Project leader with available information not classified as secret or confidential which the Executive Authorities consider necessary for the proper implementation of the Project.

### Article X

#### *Reporting*

The Project leader shall submit a quarterly "Report" in the English language on the progress made on the execution of the Project to both Executive Authorities. At the termination of the Project the Project leader shall submit a final report in the English language on all of the aspects of the work done in connection with the Project to all parties involved.

### Article XI

#### *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 in a way to be decided upon by the latter.

### Article XII

The Arrangement shall become effective on the first of the month following the date of signature by both Parties and shall expire within

the period mentioned in Article I par. 4 of this Arrangement at such date as agreed upon between the two Parties in writing at least six months prior to that date or in accordance with the time table of the "Schedule of Operations", whichever date is later.

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Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 28 juli 1972 te Dar es Salaam tussen de wederzijds bevoegde autoriteiten (t.w. de Nederlandse Minister zonder Portefeuille, belast met de ontwikkelingssamenwerking, en de Minister van Financiën van Tanzania) een administratief akkoord tot stand gebracht inzake het instituut voor zoetwatervisserij Nyegezi (Tanzania), van welk akkoord de materiële inhoud als volgt luidt:

#### Article I

##### *The Project*

1. The two Parties shall join efforts in executing a project to co-operate in the Tanzanian "Freshwater Fisheries Institute", to be known as "the Nyegezi Project", hereinafter to be called "the Project".

2. The purpose of the Project is to develop fishing methods and to promote the supply and consumption of fresh and processed fish by means of technological development at appropriate sites in Tanzania.

3. The Project may include activities in the following areas:

- a. Developing economical methods for fish preservation and fish processing, including storage and transport;
- b. Training fishery officers for fish preservation and fish processing, including storage and transport;
- c. Establishing a training and information system for all appropriate sites in Tanzania;
- d. Studying the economic aspects of the marketing of preserved fish and fish products, including cost analysis, organisational structure and profitability of fishery and fish processing industries, marketing prospects and consumer acceptability;
- e. Making studies and efforts to stimulate the propensity to consume;
- f. Making feasibility studies on specific subjects, e.g. building fisheries vessels and if feasible the construction of prototypes.

4. The Project is intended to continue for a period of 3 years from July 1, 1972 or for such further period as the Parties may agree. The Parties recognise that the Project shall in all likelihood continue beyond the term herein set out and agree accordingly to consult as necessary to ensure the fulfilment of the objectives of the Project.

## Article II

It is understood that this Project shall be considered as a continuation and extension of the "Mwanza Experimental Fish Processing Station Project" as agreed upon between the competent Netherlands and Tanzanian Authorities by an Administrative Arrangement signed on December 23, 1966 and January 17, 1967 at respectively Dar es Salaam and The Hague, hereinafter referred to as "The Mwanza I Project". The equipment and materials as defined in the Schedule of Operations referred to in Article V, originating from the Mwanza I Project which consists of the Experimental Fish Processing Station at Nyegezi with appurtenances, the fishing vessel "Mdiria" with full equipment and the motor vehicles, will be transferred to and used for the purpose of this project.

## Article III A

### *The Netherlands Contribution*

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

- a. To make available a team of Netherlands experts up to a maximum of 16 man-years;
- b. To grant a number of fellowships to Tanzanian counterpart staff;
- c. To send a number of Netherlands consultants for short courses and consultations;
- d. To take for its account the costs of expanding and improving the boatyard at the Mwanza Regional Fisheries Office and the costs of an investigation into ferrocement boats and of their manufacture if found suitable;
- e. To supply equipment and materials to be used during the Project, to be defined in the Schedule of Operations, referred to in Article V of this Arrangement;
- f. To provide, if necessary, facilities for an additional ice plant and cold storage;
- g. To bear the cost of adequate housing facilities for the Netherlands experts and consultants during their stay in Tanzania for so long as suitable Government housing is not available;
- h. To take for its account the cost of transportation of the Netherlands equipment and materials to the Tanzanian port of arrival;

- i. To take for its account an insurance covering all the risks during the overseas and land transportation of the Netherlands equipment and materials until the arrival at the ultimate place of destination in Tanzania;
  - j. To take for its account all recurrent costs in connection with the running of the vessel "Mdiria" also including an insurance to protect the vessel "Mdiria" against the loss thereof or against any claim, liability or suit brought against the owner or operator thereof from any cause whatsoever and more particularly which may result from a collision in which the vessel may become involved during the execution of the Project in or outside Tanzanian waters, causing damage to other ships, goods, movables as well as immovables, or causing death or injuring to persons.
2. The total expenses of the above-mentioned contribution shall not exceed the amount of Nl. fl. 3,000,000 (three million Dutch guilders).

### Article III B

#### *The Tanzanian Contribution*

1. As its contribution to the Project the Tanzanian Party undertakes:
  - a. To assign qualified Tanzanian counterpart staff to the Netherlands experts referred to in Article III A (1) (a); and to provide suitable housing for counterpart staff;
  - b. To build and pay for a jetty now estimated to be 40 metres in length and 3 metres in width;
  - c. To assist in finding adequate housing facilities for the Netherlands experts and consultants;
  - d. To provide office space for the Netherlands experts and consultants, including water and electricity;
  - e. To bear the cost of duty travel undertaken by the Netherlands experts and consultants;
  - f. To take for its account the cost of transportation of the Netherlands equipment and materials from the port of arrival in Tanzania to the ultimate place of destination;
  - g. To take for its account the operating costs of the Experimental Fish Processing Station including repairs to and insurance of all motor vehicles attached to the Project (including those originating from the Mwanza I Project) excepting those costs referred to in Article III A (1).
2. The Tanzanian contribution to the costs of this Project referred to above shall not exceed T.Shs. 1,125,000 (one million one hundred twenty five thousand Tanzanian shillings. In the event that the re-



spective contributions of the Netherlands Government and the Tanzanian Government provided for in this Arrangement prove insufficient for the effective implementation or completion of this Project, the Executive Authorities referred to in Article IV shall meet to discuss the matter and shall recommend to the Parties such amendments to this Arrangement and/or to the Schedule of Operations as the Executive Authorities may deem appropriate having regard to all the circumstances.

3. All revenue derived from the sale of fresh fish or products of the Project shall be for and to the account of the Tanzanian Party.

#### Article IV

##### *The Executive Authorities*

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

2. The Tanzanian Party shall appoint the Ministry of Natural Resources and Tourism as the Tanzanian Executive Authority in charge of the implementation of the Project.

3. Each of the Executive Authorities mentioned shall be entitled to delegate under its own responsibility, partly or entirely, its duties in connection with the Project to a third Party.

In so doing, 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

##### *The Schedule of Operations*

1. The Executive Authorities shall establish in common agreement a Schedule of Operations<sup>1)</sup> indicating in detail the contribution of either Party, the number and duties of the Netherlands experts and consultants, their job descriptions, the duration of their being abroad, a description of the equipment and materials to be made available, including the equipment and materials transferred to this Project from the "Mwanza I Project". The Schedule of Operations shall include a specified budget concerning each item of the contribution of either Party and a time table, the said budgets and contributions not to exceed the amounts hereinbefore set out and to be subject to the provisions of Article III B (2).

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

<sup>1)</sup> Niet afgedrukt.

## Article VI

*Tanzanian Facilities granted to the Netherlands Personnel*

1. The Netherlands experts and consultants assigned to this Project shall enjoy the facilities mentioned in Article 4 of the Agreement provided that in the case of the exemption from customs and import duties and other similar impositions including sales tax the exempted articles or any of them shall not be sold or otherwise disposed of in East Africa except to a person entitled to similar facilities.

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 and consultants engaged in the execution of the Project the following facilities to the extent contemplated by Article V of the "Model Text of Agreement Concerning Assistance from the United Nations Special Fund":

- a. Immunity from legal process in respect of words spoken or written and in respect of all acts performed by the experts and consultants in their official capacities;
- b. With respect to salaries, allowances and emoluments paid to the Netherlands experts and consultants by the Government of the Netherlands, the same exchange control facilities including the availability of external accounts as are accorded personnel accredited to diplomatic missions;
- c. Entry visas and temporary work permits free of charge and exemption from national service obligations;
- d. The rendering of all necessary assistance for the repatriation of the Netherlands personnel and their dependents in Tanzania in time of crisis.

3. The Netherlands experts and consultants to the Project shall enjoy medical and dental facilities and treatment at Government hospitals as is provided for and to Tanzania Government officials of comparable rank.

## Article VII

*Tanzanian Facilities granted to the Netherlands Equipment and Materials*

The provisions of Article 5 of the Agreement are applicable to the importation and exportation of the Netherlands equipment and materials.

## Article VIII

*Status of the Netherlands Personnel*

1. The Netherlands Party shall appoint a project leader who shall be responsible to the Netherlands Executive Authority. The project leader shall act in close consultation with the Tanzanian

Party and with the Authorities designated by that Party in matters of technical activities of the Netherlands personnel, and shall respect the operational instructions given by that Party or by such Authorities as may be pertinent in view of the nature of his duties and of the technical assistance to be given.

2. The Tanzanian Party shall, subject to Tanzanian security regulations in this regard, provide the Netherlands experts and consultants with information that the latter may consider necessary for the efficient execution of operations within the Project.

3. It is understood that the Government of Tanzania by virtue of the provisions of the "Model Text of Agreement Concerning Assistance from the United Nations Special Fund" shall be responsible for the safety and the immunities of the Netherlands personnel, their dependents and their property and equipment, materials and other goods sent out to Tanzania for the purpose of the Project.

#### Article IX

##### *Status of the Equipment and Materials*

1. All materials and equipment, sent by the Netherlands Party for use during the Project, shall be transferred in ownership to the Tanzanian Party at the date of arrival in Tanzania.

2. Those materials and equipment shall for the duration of the Project be used strictly within the framework of the Project as determined jointly by the Executive Authorities.

#### Article X

##### *The Vessel, its Operator, its Master and Crew*

1. The vessel "Mdiria", originating from the "Mwanza I Project" and being the property of the Tanzanian Party shall fly the Tanzanian flag but will have, for the duration of the Project, the State of the Netherlands as its operator in the sense of the Netherlands Maritime Law.

2. The vessel shall, for the duration of the Project, be put under the command of one of the Netherlands experts as its master.

3. The master is entitled to engage counterparts and/or trainees of Tanzanian or other nationality to serve on it as its crew.

#### Article XI

##### *Fellowships*

1. The fellowships to be granted by the Netherlands Party to Tanzanian counterpart staff will be governed by the Fellowship Programme of the Netherlands Technical Co-operation.

2. The Rules and Regulations of the aforesaid Programme shall apply to the Tanzanian trainees during their stay in the Netherlands.

#### Article XII

##### *Reporting*

The project leader shall submit a quarterly report in the English language on the progress made on the execution of the Project to both Executive Authorities. At the termination of the Project, the project leader shall submit a final report in the English language on all aspects of the work done in connection with the Project to all parties involved.

#### Article XIII

##### *Settlement of Disputes*

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

#### Article XIV

The Arrangement shall become effective on the first day of July, 1972 and shall expire three years after the date of its entry into force or on the date on which the Project in the opinion of both Parties has been completed in conformity with the provisions of the Arrangement and of the Schedule of Operations.

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Uitgegeven de zevende november 1972.

*De Minister van Buitenlandse Zaken,*  
W. K. N. SCHMELZER.