

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1974 Nr. 172

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. PARLEMENT

G. INWERKINGTREDING

Zie *Trb.* 1967, 27.

J. GEGEVENS

Zie *Trb.* 1967, 27, *Trb.* 1969, 38, *Trb.* 1970, 88, *Trb.* 1971, 164, *Trb.* 1972, 126 en *Trb.* 1973, 161.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 25 april 1974 te Dar es Salaam tussen de wederzijdse bevoegde autoriteiten (t.w. de Nederlandse Minister voor Ontwikkelingssamenwerking en de Minister van Financiën van Tanzania) een administratief akkoord tot stand gebracht inzake het Hotelschoolproject te Dar es Salaam, 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 "Hotelschool Project", hereinafter to be called "the Project".
2. The purpose of the Project is the upgrading of the hotel industry as a way to promote tourism facilities as a whole.
3. This purpose shall be pursued by training Tanzanian students to capable hotelpersonnel at the Hotelschool Dar es Salaam.
4. The aforesaid co-operation between the two Parties is planned to last 2 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 advisors for long term stay in Tanzania;
 - to send a Netherlands expert for rendering advice during short visits to the Project;
 - to grant a number of fellowships to Tanzanian counterparts for training and study;
 - to make available one motor-vehicle on behalf of the Netherlands advisors and to take for its account the cost of insurance thereof; the vehicle may only be used for official duties in the execution of the Project;
 - to provide instruction equipment for the Project.
2. The total expenses of the above-mentioned Netherlands contribution shall not exceed the amount of Dfl. 850,000.-
(EIGHTHUNDRED AND FIFTY THOUSAND DUTCH GUIL-
DERS).

Article III

The Tanzanian contribution

1. As its contribution to the Project the Tanzanian Party undertakes:
 - to make available qualified counterpart personnel to the Netherlands advisors and experts;
 - to arrange that the required Hotelschool accommodation will be put at the disposal of the Project and furthermore to take for its account all the running cost of this school;

- to provide adequate housing for Netherlands teammembers and their families;
- to facilitate in all respects the operations under the Project;
- to bear the costs of duty travel undertaken by the Netherlands advisors and experts in Tanzania;
- to take for its account all the running cost, maintenance and repairs of the motor-vehicle provided by the Netherlands Party.

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 Tanzania Tourist Corporation 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 job description, the duration of their being abroad, a description of the equipment and materials to be made available. The Schedule of Operations shall include a specified budget concerning each item of the contribution of either Party, a priority scheme of the activities, a time-table and lists of the equipment and materials to be supplied by either Party.

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

3. The Schedule of Operations may be amended in common agreement between the Executive Authorities.

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 VIII of the "Model Text of Agreement concerning Assistance from the United Nations Special Fund":

- exemption from any taxes, duties, fees or levies which may be imposed in Tanzania on the salaries or wages earned by the Netherlands personnel in the execution of the Project;
- 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 the provisions of Article 5 of the Agreement are applicable.

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*Entry into force and duration*

This Administrative Arrangement shall enter into force on the date of signature by both Parties with retroactive effect from the 1st of March, 1973 and shall expire either at the end of the period mentioned in Article I, paragraph 4 of this Arrangement or on the date on which the Project has been completed in conformity with the provisions of this Arrangement and of the Schedule of Operations, whichever date is later.

Uitgegeven de *tweede* september 1974.

De Minister van Buitenlandse Zaken,
M. VAN DER STOEL.