

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1974 Nr. 201

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. PARLEMENT

Zie *Trb.* 1967, 10.

De in rubriek J hieronder vermelde overeenkomsten behoeven ingevolge artikel 62, eerste lid, letter *b*, van de Grondwet niet de goedkeuring der Staten-Generaal.

G. INWERKINGTREDING

Zie *Trb.* 1966, 216 en *Trb.* 1967, 10.

J. GEGEVENS

Zie *Trb.* 1966, 216, *Trb.* 1970, 73 en 191, *Trb.* 1971, 195, *Trb.* 1972, 119 en *Trb.* 1973, 153.

In overeenstemming met artikel 60, tweede lid, van de Grondwet zijn de op 12 december 1970 en 10 juli 1973 te Bogotá tot stand gekomen administratieve overeenkomsten respectievelijk betreffende het functioneren van het Interamerikaans Centrum voor Luchtfoto-interpretatie te Bogotá en betreffende een studie van organisatie en beheer van het stedelijk openbaar vervoer van Bogotá (teksten in

rubriek J van *Trb.* 1973, 153) medegedeeld aan de Eerste en de Tweede Kamer der Staten-Generaal bij brieven van 10 juni 1974 (*Bijl. Hand. II* 1973/74 – 12 962, nr. 1).

Ter uitvoering van artikel III van de onderhavige Overeenkomst is op 7 september 1973 te Bogotá tussen de bevoegde Nederlandse en Colombiaanse autoriteiten een administratieve overeenkomst tot stand gekomen inzake de maatregelen voor de luchthaven Eldorado-Bogotá van welke overeenkomst de materiële inhoud in Nederlandse vertaling ¹⁾ als volgt luidt:

Artikel I

Het Project

1. Beide partijen zullen hun krachten verenigen ten bate van de ontwikkeling van een project, bekend als „Studie voor het Masterplan voor de Luchthaven Eldorado van Bogotá”, hierna te noemen „Het Project”.

2. Het doel van het Project is, naast het doen van aanbevelingen aan de Colombiaanse autoriteiten, de vervaardiging van een economische, stedenbouwkundige en technische studie met de daarop betrekking hebbende aanbevelingen omtrent de tegenwoordige luchthaven en zijn toekomstbeeld.

3. Dit Project zal worden verwezenlijkt door:

- a. Een onderzoek van de tegenwoordige luchthaven;
- b. Een studie ter bepaling van het aantal en het type vliegtuigen;
- c. Huidig aantal passagiers en vracht, te zamen met een 15-jarenplan;
- d. Vervaardiging van het Masterplan.

4. De samenwerking tussen Partijen zal plaats hebben gedurende een termijn van ongeveer 9 maanden, te rekenen van de ondertekening van dit Akkoord.

Artikel II

De Nederlandse Bijdrage

1. Als bijdrage tot het Project verbindt de Nederlandse Partij zich tot:

- het ter beschikking stellen van een groep Nederlandse deskundigen ten behoeve van de activiteiten die de studie vereist;
- het zenden van een aantal Nederlandse adviseurs voor periodieke bezoeken;

¹⁾ De Spaanse tekst is niet afgedrukt.

- het verschaffen van een aantal stipendia voor de opleiding van Colombianen in Nederland;
- het voor haar rekening nemen van de internationale vervoerskosten en het salaris van de Nederlandse deskundigen.

2. Het totaal van de kosten der Nederlandse bijdrage, zoals hierboven genoemd, zal ten hoogste zeshonderd zeventig duizend gulden (f 677 000,-) bedragen.

Artikel III

De Colombiaanse Bijdrage

1. Als bijdrage tot het Project verbindt de Colombiaanse Partij zich tot:

- het aanwijzen van een voldoende aantal geschoolde Colombiaanse employé's, als counterpart voor de groep van Nederlandse deskundigen;
- het ter beschikking stellen van het benodigde hulp- en dienstpersoneel;
- het voor de Nederlandse deskundigen en de Colombiaanse counterpart-employé's beschikbaar stellen van passende kantoorruimten en -meubilair;
- het aan de Nederlandse deskundigen verstrekken van de voor het Project benodigde vervoermiddelen, in overeenstemming met hetgeen voorzien is in het bij het plan van uitvoering behorende budget;
- het voor haar rekening nemen van de kosten der reizen die de Nederlandse deskundigen binnen het grondgebied van Colombia ten behoeve van het Project moeten maken, evenals van de daarop betrekking hebbende verblijfskosten, in overeenstemming met hetgeen voorzien is in het budget dat deel uitmaakt van het „Plan van Uitvoering”;
- het nemen van die onvoorziene maatregelen onder verantwoordelijkheid van de Nederlandse Partij die nodig mochten zijn voor de juiste uitvoering van het Project.

2. Het totaal van de kosten der Colombiaanse bijdrage, zoals hierboven genoemd, zal ten hoogste zeshonderd tien duizend zeshonderd vijftig Colombiaanse Pesos (\$ 610.650,00 crt.) bedragen.

3. De Colombiaanse Partij zal uiterlijk een week na de inwerking-treding van dit akkoord een Kasgeldfonds ter hoogte van 150.000 Colombiaanse Pesos ten behoeve van het Project instellen, dat aangevuld kan worden wanneer de omstandigheden en de behoeften zulks vereisen. Dit Fonds zal gebruikt worden op de wijze zoals in het plan van uitvoering beschreven.

Artikel IV

De Uitvoerende Autoriteiten

1. De Nederlandse Partij zal de „Directie Internationale Technische Hulp van het Ministerie van Buitenlandse Zaken” aanwijzen als de Nederlandse Uitvoerende Autoriteit die met het Project is belast.

Wat betreft de dagelijkse gang van zaken, zoals die in het plan van uitvoering voor de uitvoering van het Project wordt vastgesteld, zal zij vertegenwoordigd worden door de Nederlandse Co-Directeur, die uit de groep van de Nederlandse deskundigen zal worden aangewezen.

2. Als de Colombiaanse Uitvoerende Autoriteit zal de Beheersafdeling van de Burgerluchtvaart fungeren, die met het Project zal zijn belast.

Wat betreft de dagelijkse gang van zaken, zoals die in het plan van uitvoering voor de uitvoering van het Project wordt vastgesteld, zal zij vertegenwoordigd worden door de Colombiaanse Co-Directeur, die uit de groep van de Colombiaanse deskundigen zal worden aangewezen.

Artikel V

Directie en Organisatie van het Project

1. Elk der Partijen zal een van haar deskundigen aanwijzen om als Co-Directeur van het Project te fungeren.

2. De Nederlandse Co-Directeur zal in Colombia de Nederlandse Uitvoerende Autoriteit vertegenwoordigen en zal tegenover deze verantwoordelijk zijn voor de juiste realisering van de Nederlandse bijdrage.

3. De Nederlandse Co-Directeur zal handelen in overleg met de Colombiaanse Co-Directeur en de door deze aan het Colombiaanse personeel gegeven werkopdrachten respecteren.

4. De Colombiaanse Uitvoerende Autoriteit zal aan de Nederlandse Co-Directeur alle informatie verschaffen die noodzakelijk geacht kan worden voor de uitvoering van het Project.

5. Dezelfde verantwoordelijkheden en verplichtingen die genoemd zijn voor de Nederlandse Co-Directeur, zullen van toepassing zijn voor de Colombiaanse Co-Directeur ten opzichte van de Colombiaanse Uitvoerende Autoriteit.

Artikel VI

Delegatie

Elk van de Uitvoerende Autoriteiten genoemd in Artikel IV, zal op eigen verantwoordelijkheid, geheel of gedeeltelijk haar verplichtingen in verband met het Project aan andere personen of instellingen kunnen delegeren.

In dit geval dienen de Uitvoerende Autoriteiten elkander wederzijds in kennis te stellen van de namen der personen of instellingen aan wie zij bepaalde zaken hebben gedelegeerd en tot hoeverre zich die delegatie uitstrekt.

Artikel VII

Het Plan van Uitvoering

1. De Uitvoerende Autoriteiten zullen in gezamenlijk overleg een „Plan van Uitvoering” opstellen, waarin de bijdragen van elk der Partijen gedetailleerd omschreven worden, het aantal en de verplichtingen van de deskundigen, hun taakomschrijving, de tijdsduur waarvoor zij bij het Project zijn betrokken, het aantal en de tijdsduur van de stipendia, alsmede een omschrijving van de uitrusting en materialen die geleverd dienen te worden.

Het „Plan van Uitvoering” zal een gespecificeerd budget dienen te bevatten met betrekking tot elke post van de bijdragen van elk der Partijen, evenals een prioriteitschema voor de activiteiten, een tijdschema voor de werkzaamheden en de lijst van de uitrustingsstukken en materialen die door Partijen geleverd dienen te worden.

Het „Plan van Uitvoering” zal een integrerend deel van dit Administratief Akkoord uitmaken, zodat elke wijziging of correctie die men erin wenst aan te brengen tot stand dient te komen door middel van een notawisseling tussen dezelfde personen als die welke het Akkoord ondertekenen.

Artikel VIII

Status van het Nederlandse Personeel

De Nederlandse deskundigen voor dit Project zullen de faciliteiten en vrijdommen genieten, genoemd in de artikelen IV, VI en VII van „de Overeenkomst”.

Artikel IX

Van de Nederlandse Uitrustingen en Materialen

1. De bepalingen van artikel V van „De Overeenkomst” zijn van toepassing op de in- en uitvoer van de Nederlandse uitrustingen en materialen die betrekking hebben op dit Project.

2. De eigendom van de uitrustingen en materialen geleverd door de Nederlandse Partij, zal overgaan op de Colombiaanse Partij wanneer de samenwerking tussen beide Partijen aan dit Project beëindigd zal zijn, mits zij niet nodig zijn bij een ander Colombiaans-Nederlands Project voor Technische Samenwerking, zulks ter beoordeling door de twee regeringen.

Artikel X

Rapporten

De Nederlandse Co-Directeur zal zijn rapporten omtrent het functioneren van de Nederlandse bijdrage uitbrengen aan de Nederlandse Uitvoerende Autoriteit.

Driemaandelijks en gezamenlijk met de Colombiaanse Co-Directeur zal hij aan beide Uitvoerende Autoriteiten een rapport in de Spaanse en Engelse taal uitbrengen omtrent de gemaakte vorderingen met de uitvoering van het Project.

Van elk van deze rapporten dienen kopieën te worden gezonden aan de Ambassade van het Koninkrijk der Nederlanden en aan het Nationale Departement van Planning te Bogotá.

Bij de beëindiging van het Project dienen de Co-Directeuren een „eindrapport” in het Spaans en het Engels uit te brengen, gericht aan alle belanghebbende partijen, omtrent alle aspecten van de werkzaamheden die verband houden met het Project.

Artikel XI

Arbitrage in geval van geschillen

Elk geschil omtrent de uitlegging of uitvoering van dit Administratief Akkoord dat niet door de Partijen kan worden opgelost, dient te worden voorgelegd aan de onderscheiden Regeringen ter regeling op de door hen vastgestelde wijze.

Artikel XII

Slotclausule

Dit Administratief Akkoord treedt in werking op de dag waarop het door beide Partijen is ondertekend en eindigt aan het einde van de periode genoemd in artikel I, sub 4, van dit Akkoord of wel op de dag waarop het Project beëindigd wordt in overeenstemming met de bepalingen van dit Akkoord en van het „Plan van Uitvoering”, zo dit tijdstip later mocht vallen.

Ter uitvoering van artikel III van de onderhavige Overeenkomst is op 20 februari 1974 te Bogotá tussen de bevoegde Nederlandse en Colombiaanse autoriteiten een administratieve overeenkomst tot stand gekomen inzake melkveefokkerij, zuivelbereiding en groenteteelt, van welke overeenkomst de materiële inhoud in het Engels ¹⁾ als volgt luidt:

Article I

The Project

1. The two parties shall cooperate in executing a project, to be known as "the Project for Technical Assistance between the Government of the Netherlands and the Government of Colombia for the development of Programmes in Dairy Cattle and Vegetable Growing", hereinafter referred to as "the Project".
2. The purpose of the Project is to improve the physical and human resources of the "Servicio Nacional de Aprendizaje" – SENA – with professional training for the rural workers in the field of cattle farming and vegetable growing.
3. This purpose shall be pursued by:
 - a) The elaboration of analytical programmes for the development of training courses in the three activities mentioned.
 - b) Giving training both to the technical staff of SENA as to the workers of the Colombian Agricultural Sector.
 - c) Consulting SENA as to the remodeling of its cattle and vegetable farms existing in the Training Centres.
4. The cooperation between the two Parties will be executed in a period of approximately 24 months, but extensible for identical periods of time at the request of the Parties.

Article II

The Netherlands Contribution

1. As its contribution to the Project the Netherlands Party undertakes:
 - a) To send to Colombia three experts, of whom one for dairy cattle keeping, one for dairy-produce and one for vegetable growing.
 - b) To pay the salaries and social securities of the staff mentioned above.

¹⁾ De Spaanse tekst is niet afgedrukt.

- c) To send as a gift equipment and didactic material for cattle-husbandry, dairy-produce and vegetable growing, according to what will be agreed upon later between the Executive Authorities in accordance with what will be specified between the Netherlands experts and the technical staff of SENA.
 - d) To provide three scholarships for the technical staff of SENA, in the fields of the Project.
 - e) To supply one vehicle for the work.
2. The total of the above mentioned Netherlands contribution, shall not exceed the amount of 543.700,- Dutch guilders.
- In this amount the costs of the three (3) scholarships are not included, these being charged to the Netherlands Fellowships Programme.

Article III

The Colombian Contribution

1. As its contribution to the Project, the Colombian Party undertakes:
 - a) To nominate up to twenty (20) instructors to work on the development of the Project.
 - b) To be in charge of the administrative and technical management of the Project.
 - c) To pay the cost of salaries, social securities, daily allowances and transport of the Colombian staff, participating in the programme.
 - d) To pay the costs of transport and daily allowances and to share with a fixed amount in the expenses for housing of the Netherlands experts and travelling in the country during their stay in Colombia.
 - e) To pay the transport and insurance of the equipment and gifts from the Netherlands Government, from the Colombian port to the registered office of the Project.
 - f) To make a complete investment according to the schedule of operations.
 - g) To make available to the experts all technical facilities represented by documents, didactical material, installations, equipment and personnel forming part of the Programme, or those that are required later, and according to what has been established in the respective schedule of operations.
2. The total of the costs of the Colombian contribution mentioned above, amounts to the sum of Colombian Pesos 2.043.000,- for the projected period of time of two years.

3. The Colombian Party undertakes to assign the necessary budget funds to this Project and has established a rotating fund of Colombian Pesos 60.000.-, to be used for facilitating the operation of the Agricultural Centre of "La Sabana".

Article IV

The Executive Authorities

1. The Netherlands Party shall appoint the "Directorate of International Technical Assistance of the Netherlands Ministry of Foreign Affairs" as the Netherlands Executive Authority in charge of the Project. With respect to the day-to-day operations, stipulated in the Schedule of Operations for the execution of the Project, the Authority shall be represented by the Netherlands Project-leader who shall be appointed from the group of Netherlands experts.

2. The Colombian Party shall appoint the "Servicio Nacional de Aprendizaje" - SENA - as the Colombian Executive Authority in charge of the Project. With respect to the day-to-day operations, stipulated in the Schedule of Operations for the execution of the Project the Authority shall be represented by the Colombian Project-leader who shall be appointed from the group of Colombian experts.

Article V

Management and Organization of the Project

1. Each of the Parties shall appoint one of its experts to act as Project-leader.

2. The Netherlands Project-leader shall be the representative in Colombia of the Netherlands Executive Authority and shall be responsible to that Authority for the proper realization of the Netherlands contribution.

3. The Netherlands Project-leader shall act in agreement with the Colombian Project-leader and shall respect the operational instructions given by the latter to the Colombian staff.

4. The Colombian Executive Authority shall provide the Netherlands Project-leader with any information which may be considered necessary for the execution of the Project.

5. The responsibilities and obligations specified for the Netherlands Project-leader shall apply equally to the Colombian Project-leader on behalf of the Colombian Executive Authority.

Article VI

Delegation

Each of the Executive Authorities, named in Article IV shall be entitled to delegate its responsibility, partially 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 delegated and the extent of such delegation.

Article VII

The Schedule of Operations

1. The Executive Authorities shall establish by agreement a "Schedule of Operations" indicating in detail the contribution of either Party, the number and duties of the experts, their job-descriptions, the duration of their assignment to the Project as well as a description of the equipment and the materials to be made available.

The "Schedule of Operations" shall include a budget with a separate estimate for each heading of the contribution of either Party, a scheme of priorities for activities, a time-table of operations and the list of the equipment and materials that have to be supplied by either party.

2. The "Schedule of Operations" shall form an integral part of this Administrative Arrangement; in as far as any amendment or modification may be deemed desirable, it shall be effected by agreement between the two executive Authorities.

Article VIII

Status of the Netherlands Personnel

The Netherlands Experts assigned to this Project shall enjoy the privileges and immunities named in Articles IV, VI and VII of "the Agreement".

Article IX

Status of the Netherlands Equipment and Materials

1. The provisions of Article V of the Agreement are applicable to the import and export of the Netherlands equipment and materials considered in this Project.

2. The ownership of all equipment and materials supplied by the Netherlands Party will be transferred to the Colombian Party, once the cooperation between the two Parties of the Project is terminated, unless the said equipment and material are required in another technical cooperation project between Colombia and the Netherlands, to be decided by the two Parties.

Article X

Reporting

The Netherlands Project-leader shall submit reports to the Netherlands Executive Authority on the management of the Netherlands contribution. Together with the Colombian Project-leader he shall submit to both Executive Authorities a quarterly report in Spanish and in English on the progress made in the execution of the Project.

One copy of each of the reports shall be sent to the Royal Netherlands Embassy and to the Departamento Nacional de Planeación (National Planning Department) in Bogotá.

At the end of the Project the Project-leaders shall submit to all Parties involved a "Final Report" in Spanish and in English on all aspects of the work done in connection with the Project.

Article XI

Arbitrage in Disputes

Any dispute concerning the interpretation or implementation of this Administrative Arrangement, which cannot be settled by the two parties together, shall be referred to the respective Governments for settlement 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 signing by both Parties and shall expire at the end of the period stated in Article I, paragraph 4 of this Arrangement, or on the date on which the Project is terminated in conformity with the provisions of this Arrangement and of the "Schedule of Operations", whichever date is the later.

Ter uitvoering van artikel III van de onderhavige Overeenkomst is op 5 april 1974 te Bogotá tussen de bevoegde Nederlandse en Colombiaanse autoriteiten een administratieve overeenkomst tot stand gekomen inzake het project tot verbetering van de melkproductie en de verwerking in de Narino Hoogvlakte, van welke overeenkomst de materiële inhoud in het Engels ¹⁾ als volgt luidt:

Article I

The Project

1. The two Parties shall cooperate in executing a project, to be known as "Improvement of Milk Production and Processing in the Nariño Plateau", hereinafter referred to as "the Project".

2. The purpose of the Project is to increase and improve the yields of the enterprises dedicated to milk production in the area, to increase employment capacity, to improve income and productive resources in the area of influence, to improve processing, storage, conservation and marketing systems of butter, cheese and other dairy products produced in the Nariño Plateau, to divulge in cooperation with SENA the most adequate methods for improving the different systems related with production and marketing of milk and its different by-products.

3. This purpose shall be pursued by:

- a. Supply of experts, scholarships and equipment on behalf of the Netherlands.
- b. Contribution from the "Instituto Colombiano Agropecuario" (Colombian Agricultural Institute) of personnel, livestock, goods and services.
- c. The Agreement reached between ICA and SENA on the 27th of July, 1973 in virtue of which the former entity will provide facilities in their agricultural installations, lands and dairy farms in the "Lope" Center of Pasto for carrying out practices and other activities related to the Project.

Duration of this Agreement will be four (4) years from the date of signing of this Administrative Arrangement.

4. The aforesaid cooperation between the two Parties shall last approximately 27 months, with a possible two year prolongation of the program, according to results of the intended evaluation at the end of the first two years of operation of the Project.

¹⁾ De Spaanse tekst is niet afgedrukt.

Article II

The Netherlands Contribution

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

- To provide three (3) technicians.
- To provide scholarships for graduates for a total of 6 man/years.
- To supply material and equipment.
- To supply two vehicles for the work.

These contributions shall be described in the Schedule of Operations.

2. The total of the above-mentioned Netherlands contribution shall not exceed the amount of 1.800.000 dutch guilders. The aforementioned contribution includes the sum of 765.000 dutch guilders for prolongation as described in numeral 4 of Article I.

Article III

The Colombian Contribution

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

- a. To provide enough qualified colombian professionals as counterparts of the team of experts from the Netherlands, as well as auxiliary technical and administrative personnel.
- b. To put at the Project's disposal dairy farms, lands and installations for cheese production and for personnel training.
- c. To cover maintenance, repair and insurance costs of the equipment supplied by the Netherlands.
- d. Payment of expenses related with unloading, customs, transportation within the country and insurance of the equipment and materials sent by the Netherlands Party.
- e. Payment of travelling expenses within the country. The aforementioned contribution shall be described in the Schedule of Operations.

2. The total of the abovementioned Colombian contribution shall not exceed the amount of 3.943.206 colombian pesos. The aforementioned contribution includes the sum of 2.158.946 colombian pesos for prolongation as described in numeral 4 of Article I.

3. Before the 10th of February 1974 the Colombian Party shall establish a rotating fund for the Project of 100.000 Colombian Pesos to cover the items mentioned in Numeral 1, c, d and e.

This fund will be used in the manner described in the Schedule of Operations.

Article IV

The Executive Authorities

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

With respect to the day-to-day operations stipulated in the Schedule of Operations for the execution of the Project, the Authority shall be represented by the Netherlands Co-Director who shall be appointed from the group of Netherlands experts.

2. The Colombian Party shall appoint the "Instituto Colombiano Agropecuario" (Colombian Agricultural Institute) as the Colombian Executive Authority in charge of the Project.

With respect to the day-to-day operations stipulated in the Schedule of Operations for the execution of the Project, the Authority shall be represented by the Colombian Co-Director who shall be appointed from the group of Colombian experts.

Article V

Management and Organization of the Project

1. Each of the Parties shall appoint one of its experts to act as Co-Director of the Project.

2. The Netherlands Co-Director shall be the representative in Colombia of the Netherlands Executive Authority and shall be responsible to that Authority for the proper realization of the Netherlands contribution.

3. The Netherlands Co-Director shall act in agreement with the Colombian Co-Director and shall respect the operational instruction given by the latter to the Colombian staff.

4. The Colombian Executive Authority shall provide the Netherlands Co-Director with any information which may be considered necessary for the execution of the Project.

5. The responsibilities and obligations specified for the Netherlands Co-Director, shall apply equally to the Colombian Co-Director on behalf of the Colombian Executive Authority.

Article VI

Delegation

Each of the Executive Authorities named in Article IV shall be entitled to delegate on its own responsibility, partially 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 delegated and the extent of such delegation.

Article VII

The Schedule of Operations

1. The Executive Authorities shall establish by 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, as well as a description of the equipment and material to be made available.

The "Schedule of Operations" shall include a budget, with a separate estimate for each heading, of the contribution of either Party, a scheme of priorities for activities, a timetable of operations and the list of equipment and materials to be supplied by either Party.

2. The "Schedule of Operations" shall form an integral part of this Administrative Arrangement; in as far as any amendment or modification may be deemed desirable, it shall be effected by agreement between the two Executive Authorities.

Article VIII

Status of the Netherlands Personnel

The Netherlands Experts assigned to this Project shall enjoy the privileges and immunities named in Articles IV, VI and VII of the "Agreement".

Article IX

Status of the Netherlands Equipment and Materials

1. The provisions of Article V of "the Agreement" are applicable to the importation and exportation of the Netherlands equipment and materials for this Project.

2. The ownership of all equipment and materials supplied by the Netherlands Party will be transferred to the Colombian Party, once the cooperation between the two Parties on the Project is terminated, unless the said equipment and materials are required for another technical cooperation project between Colombia and the Netherlands, to be decided by the two Governments.

Article X

Reporting

The Netherlands Co-Director shall submit reports to the Netherlands Executive Authority on the management of the Netherlands contribution.

Together with the Colombian Co-Director, he shall submit to both Executive Authorities a quarterly report in Spanish and English on the progress made in the execution of the Project. One copy of each of the Reports shall be sent to the Royal Netherlands Embassy and to the "Departamento Nacional de Planeación (National Planning Department) in Bogotá.

At the end of the Project the Co-Director shall submit to all parties involved a "Final Report" in Spanish and English on all aspects of the work done in connection with the Project.

Article XI

Settlement of Disputes

Any dispute concerning the interpretation or implementation of this Administrative Arrangement which cannot be settled by the two Parties together shall be referred to the respective Governments for settlement 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 signing by both Parties and shall expire either at the end of the period stated in Article I, paragraph 4 of this Arrangement or on the date on which the Project is terminated in conformity with the provisions of this Arrangement and of the "Schedule of Operations", whichever date is the later.

Ter uitvoering van artikel III van de onderhavige Overeenkomst is op 26 april 1974 te Bogotá tussen de bevoegde Nederlandse en Colombiaanse autoriteiten een administratieve overeenkomst tot stand gekomen inzake de doorlichting van de baggervloot, van welke overeenkomst de materiële inhoud in het Engels ¹⁾ als volgt luidt:

Article I

The Project

1. The two Parties shall cooperate in executing a project, to be known as "Study to Improve the Operation of the Dredging Equipment", hereinafter referred to as "the Project".

2. The purpose of the Project is to determinate the theoretical and real capacity of the dredges and to improve their operational efficiency.

3. This purpose shall be pursued by:

- a. Establishment of the technical conditions
- b. Recommendation concerning the establishment of dredging operating units
- c. Estimate of production capacity per operative unit
- d. Estimate of dredging needs
- e. Establishment of an annual dredging program
- f. A summary of needs concerning the purchase of spare parts, etc.
- g. Recommendation of operating techniques
- h. Recommendation of the most adequate administrative and operative structure in the dredging division.

4. The aforesaid cooperation between the two Parties shall last approximately eight months.

Article II

The Netherlands Contribution

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

To provide four (4) experts.

This contribution is described in the Schedule of Operations.

2. The total of the above-mentioned Netherlands contribution shall not exceed the amount of 300.000 Dutch guilders.

¹⁾ De Spaanse tekst is niet afgedrukt.

Article III

The Colombian Contribution

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

- a. To designate two (2) counterpart engineers
- b. To provide office space, reproduction facilities and the assistance of a secretary
- c. Payment of transportation expenses of the Netherlands mission in Colombia.

This contribution is described in the Schedule of Operations.

2. The total of the above-mentioned Colombian contribution shall not exceed the amount of 500.000 Colombian pesos.

3. Before May 1, 1974, the Colombian Party shall establish a rotating fund for the Project of 10% of the envisaged budget for the items named in paragraph 1, sub-paragraph c of this Article.

This fund will be used in the manner described in the Schedule of Operations.

Article IV

The Executive Authorities

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

With respect to the day-to-day operations stipulated in the Schedule of Operations for the execution of the Project the Authority shall be represented by the Netherlands Co-Director who shall be appointed from the group of Netherlands experts.

2. The Colombian Party shall appoint the Directorate General of Navigation and Ports of the Ministry of Public Works (Dirección General de Navegación y Puertos) as the Colombian Executive Authority in charge of the Project.

With respect to the day-to-day operations stipulated in the Schedule of Operations for the execution of the Project, the Authority shall be represented by the Colombian Co-Director who shall be appointed from the group of Colombian experts.

Article V

Management and Organization of the Project

1. Each of the Parties shall appoint one of its experts to act as Co-Director of the Project.

2. The Netherlands Co-Director shall be the representative in Colombia of the Netherlands Executive Authority and shall be responsible to that Authority for the proper realization of the Netherlands contribution.

3. The Netherlands Co-Director shall act in agreement with the Colombian Co-Director and shall respect the operational instructions given by the latter to the Colombian staff.

4. The Colombian Executive Authority shall provide the Netherlands Co-Director with any information which may be considered necessary for the execution of the Project.

5. The responsibilities and obligations specified for the Netherlands Co-Director shall apply equally to the Colombian Co-Director on behalf of the Colombian Executive Authority.

Article VI

Delegation

Each of the Executive Authorities named in Article IV shall be entitled to delegate on its own responsibility, partially 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 delegated and the extent of such delegation.

Article VII

Schedule of Operations

1. The Executive Authorities shall establish by agreement a "Schedule of Operations" indicating in detail the contribution of either party, the number and duties of the experts, their job descriptions.

2. The Schedule of Operations shall form an integral part of this Administrative Arrangement; in as far as any amendment or modification may be deemed desirable, it shall be effected by agreement between the two Executive Authorities.

Article VIII

Status of the Netherlands Personnel

The Netherlands Experts assigned to this Project shall enjoy the privileges and immunities named in Articles IV, VI and VII of "the Agreement".

Article IX*Reporting*

The Netherlands Project-leader shall submit reports to the Netherlands Executive Authority on the management of the Netherlands contribution.

Together with the Colombian Project-leader he shall submit to both Executive Authorities a quarterly report in Spanish and in English on the progress made in the execution of the Project.

One copy of each of the reports shall be sent to the Royal Netherlands Embassy and to the Departamento Nacional de Planeación (National Planning Department) in Bogotá.

At the end of the Project the Project-leaders shall submit to all Parties involved a "Final Report" in thirty copies in Spanish and in fifteen copies in English on all aspects of the work done in connection with the Project.

Article X*Settlement of Disputes*

Any dispute concerning the interpretation or implementation of this Administrative Arrangement which cannot be settled by the two Parties together, shall be referred to the respective Governments for settlement in a way to be decided upon by them.

Article XI*Entry into Force and Duration*

This Administrative Arrangement shall enter into force on the date of signing by both Parties and shall expire either at the end of the period stated in Article I, paragraph 4 of this Arrangement or on the date on which the Project is terminated in conformity with the provisions of this Arrangement and of the "Schedule of Operations", whichever date is the later.

Ter uitvoering van artikel III van de onderhavige Overeenkomst is op 27 mei 1974 te Bogotá tussen de bevoegde Nederlandse en Colombiaanse autoriteiten een administratieve overeenkomst tot stand gekomen inzake „Communication Research”, van welke overeenkomst de materiële inhoud in het Engels ¹⁾ als volgt luidt:

Article I

The Project

1. The two Parties shall cooperate in executing a project, to be known as “Communication Research”, hereinafter referred to as “the Project”.
2. The purpose of the Project is:
 - a) Promotion, literacy-programmes and development of communities.
 - b) Communication by graphical means.
3. This purpose shall be pursued by:
 - a) Promotion by means of printed materials, films, audiovisual slides.
System courses (ACPO) on its 4 main levels.
Meeting with community leaders and civic teachers.
 - b) Research and evaluation.
4. The aforesaid cooperation between the two Parties shall last approximately two (2) years.

Article II

The Netherlands Contribution

1. As its contribution to the Project, the Netherlands Party undertakes to supply
 - a) 1 truck, 1 container or printing unit, 1 container or classroom unit; these units will be equipped with the elements stated in the Schedule of Operations.
 - b) A course in Holland for a sociologist, research-expert, named by “Acción Cultural Popular” – ACPO –, to coordinate the research of the present project.
 - c) An evaluation course in Holland for a sociologist from the “Departamento Nacional de Planeación” (National Planning Department).
 - d) Contribution in evaluation expenses.
 - e) Short missions of experts.
2. The total of the above-mentioned Netherlands contribution shall not exceed the amount of 350.000 dutch guilders.

¹⁾ De Spaanse tekst is niet afgedrukt.

Article III

The Colombian Contribution

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

- a) To carry out preliminary investigation of the Project area.
- b) To supply methodological systems and didactical materials from ACPO.
- c) To supply Colombian management and technical personnel.
- d) To finance general operation costs of the Project.
- e) To contribute to evaluation expenses.
- f) To take charge of the complete execution of the program.
- g) To cover maintenance, repair and insurance costs of the equipment supplied by the Netherlands Party.
- h) Payment of expenses related with unloading, customs, transportation within the country and insurance of the equipment and materials sent by the Netherlands Party.

This contribution is described in the Schedule of Operations.

2. The total of the above-mentioned Colombian contribution shall not exceed the amount of 100.000 Colombian pesos per month.

3. Before the 1st. of September, 1973, the Colombian Party shall establish a rotating fund for the Project of 6% of the budget named in paragraph 1, literals d, e, g and h of the present Article.

This fund will be used in the manner described in the Schedule of Operations.

Article IV

The Executive Authorities

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

2. The Colombian Party shall appoint "Acción Cultural Popular" - ACPO - as the Executive Colombian Authority in charge of the Project; the above-mentioned entity shall assume the responsibility for the expenses and actions provided for in Article III.

With respect to the day-to-day operations stipulated in the Schedule of Operations for the execution of the Project, the Authority shall be represented by the Colombian Director who shall be designated from the group of Colombian experts.

Article V

Management and Organization of the Project

1. "Acción Cultural Popular" - ACPO - as the Executive Authority will appoint one of its experts to act as Director of the Project with regard to the operations of the Mobile Unit.

2. The Colombian Executive Authority shall appoint one of its experts to act as a member of the Evaluation Committee, of which also are members one of the responsible experts from the DNP, the "Ministerio de Educación Nacional" (Ministry of Education) and the Netherlands.

3. The Colombian Executive Authority shall provide the Evaluation Committee with all information which they may consider necessary for the evaluation of the operations with the Mobile Unit.

Article VI

Delegation

Each of the Executive Authorities named in Article IV shall be entitled to delegate on its own responsibility, partially 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 delegated and the extent of such delegation.

Article VII

The Schedule of Operations

1. The Executive Authorities shall establish by agreement a "Schedule of Operations" indicating in detail the contribution of either Party, the number and duties of the experts, their job descriptions, the duration of their assignment to the Project, the constitution and procedures of the Evaluation Committee, as well as a description of the equipment and material to be made available. The "Schedule of Operations" shall include a budget, with a separate estimate for each heading, of the contribution of either Party, a scheme of priorities for activities, a timetable of operations and the list of equipment and materials to be supplied by either Party.

2. "The Schedule of Operations" shall form an integral part of this Administrative Arrangement; in as far as any amendment or modification may be deemed desirable, it shall be effected by agreement between the two Executive Authorities.

Article VIII

Status of the Netherlands Equipment and Materials

1. The provisions of Article V of "the Agreement" are applicable to the importation and exportation of the Netherlands equipment and materials for this Project.

2. The ownership of all equipment and materials supplied by the Netherlands Party will be transferred to the Colombian Party once the cooperation between the two Parties on the Project is terminated, unless the said equipment and materials are required for another technical cooperation project between Colombia and the Netherlands, to be decided by the two Governments.

Article IX

Reporting

The Colombian Director and the Evaluation Committee shall submit a quarterly report in Spanish and English on the progress made in the execution of the Project, directed to both Executive Authorities.

One copy of each of the reports shall be sent to the Royal Netherlands Embassy and to the "Departamento Nacional de Planeación (National Planning Department) in Bogotá.

At the end of the Project the Director and the Evaluation Committee shall submit to all parties involved a "Final Report" in Spanish and English on all aspects of the work done in connection with the Project.

Article X

Settlement of Disputes

Any dispute concerning the interpretation or implementation of this Administrative Arrangement which cannot be settled by the two Parties shall be referred to the respective Government for settlement in a way to be decided upon by the latter.

Article XI

Entry into Force and Duration

This Administrative Arrangement shall enter into force on the date of signing by both Parties and shall expire at the end of the period stated in Article I, paragraph 4 of this Arrangement or on the date on which the Project is terminated in conformity with the provisions of this Arrangement and of the "Schedule of Operations", whichever date is the later.

Ter uitvoering van artikel III van de onderhavige Overeenkomst is op 11 juni 1974 te Bogotá tussen de bevoegde Nederlandse en Colombiaanse autoriteiten een administratieve overeenkomst tot stand gekomen inzake een vakopleiding voor de Sena Hotelschool, van welke overeenkomst de materiële inhoud in het Engels als volgt luidt:

Article I

The Project

1. The two Parties shall cooperate in executing a project, to be known as "Project of Technical Assistance between the Kingdom of the Netherlands and the Government of Colombia for the development of the hotel programmes" that hereinafter will be referred to as "the Project".
2. The purpose of the Project is to improve the human and physical resources of the National Apprentice Service – SENA – by giving vocational training to the employees of the hotel industry in the kitchen, service and food and beverage departments.
3. This purpose shall be pursued by:
 - a. Giving advices to the National Centre for Hotels, Tourism and Food Industries by elaborating, directing and applying Programmes of Vocational Training in the specialities of service, kitchen and food and beverage departments.
 - b. Revision and elaboration of the Instruction Manuals and other training materials in the specialities in the aforementioned paragraph.
 - c. Study and application of the technological progress in the hotel branch on the Levels of Vocational Training in its respective specialities.
 - d. Giving advice to SENA with respect to the materials requirements of the Hotel Centre.
 - e. The training of the counterparts assigned by SENA in order to accomplish the multiplying effect expected by the entity.
 - f. Giving Vocational Training to the corps of instructors and to the employees-students of the Hotel Centre, in each of aforementioned.
4. The cooperation between the two Parties shall last approximately 24 months, renewable at the request of the parties.

Article II

The Netherlands Contribution

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

- To make available three (3) experts.
- To supply didactic materials.
- To study the possibility of giving annually three fellowships for the training of instructors.

This contribution is described in the Plan of Operations.

2. The total of the above-mentioned Netherlands contribution shall not exceed the amount of 500.000 Dutch Guilders.

Article III

The Colombian Contribution

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

- To make available the counterpart staff.
- To pay the cost of transportation and daily allowances for travel within the country of the Netherlands experts and to contribute with a fixed sum for their housing.
- To make total investments according to the Plan of Operations.
- To make available all technical facilities to the experts.

This contribution is described in the Plan of Operations.

2. The total of the above-mentioned Colombian contribution shall not exceed the amount of 33.476.225 Colombian Pesos, for the established period of two years.

3. The Colombian Party undertakes to allocate the necessary budget funds to this Project and has established a rotating fund of 100.000.00 Pesos to be used for facilitating the operation of the Hotel Centre of Bogotá assigned to the Project.

Article IV

The Executive Authorities

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

With respect to the day-to day operations stipulated in the Schedule of Operations for the execution of the Project the Authority shall be represented by the Netherlands Chief of Mission who shall be appointed from the group of Netherlands experts.

2. The Colombian Party shall appoint the National Apprentice Service – SENA – as the Executive Colombian Authority in charge of the Project.

With respect to the day-to-day operations stipulated in the Schedule of Operations for the execution of the Project the Authority shall be represented by the Project Leader.

Article V

Management and Organization of the Project

1. Each of the parties shall appoint his representative, according to the stipulations in Article IV, number 1 and 2.

2. The Netherlands Project Leader shall be the representative in Colombia of the Netherlands Executive Authority and shall be responsible to the Authority for the proper realization of the Netherlands contribution.

3. The Netherlands Project Leader shall act in agreement with the Colombian Project Leader and shall respect the operational instructions given by the latter to the Colombian staff.

4. The Colombian Executive Authority shall provide the Netherlands Project Leader with any information which may be considered necessary for the execution of the Project.

5. The responsibilities and obligations specified for the Netherlands Project Leader shall apply equally to the Colombian Project Leader on behalf of the Colombian Executive Authority.

Article VI

Delegation

Each of the Executive Authorities named in Article IV shall be entitled to delegate on its own responsibility, partially 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 delegated and the extent of such delegation.

Article VII

The Schedule of Operations

1. The Executive Authorities shall establish by agreement a "Schedule of Operations" indicating in detail the contribution of either Party, the number and duties of the experts, their job descriptions, the duration of their assignment to the Project as well as a description of the equipment and materials to be made available.

The "Schedule of Operations" shall include a budget, with a separate estimate for each heading, of the contribution of either Party, a scheme of priorities for activities, a time-table of operations and the list of equipment and materials to be supplied by either Party.

2. The "Schedule of Operations" shall form an integral part of this Administrative Arrangement; in as far as any amendment or modification may be deemed desirable, it shall be effected by agreement between the two Executive Authorities.

Article VIII

Status of the Netherlands personnel

The Netherlands Experts assigned to this Project shall enjoy the privileges and immunities named in Articles IV, VI and VII of "the Agreement".

Article IX

Status of the Netherlands equipment and materials

1. The provisions of Article V of "the Agreement" are applicable to the importation and exportation of the Netherlands equipment and materials for this Project.

2. The ownership of all equipment and materials supplied by the Netherlands Party will be transferred to the Colombian Party once the cooperation between the two Parties on the Project is terminated, unless the said equipment and materials are required for another technical cooperation project between Colombia and the Netherlands, to be decided by the two Governments.

Article X

Reporting

The Netherlands Project Leader shall submit reports to the Netherlands Executive Authority on the management of the Netherlands contribution.

Together with the Colombian Project Leader he shall submit to both Executive Authorities a quarterly report in Spanish and English on the progress made in the execution of the Project.

One copy of each of the Reports shall be sent to the Royal Netherlands Embassy and to the "Departamento Nacional de Planeación" (National Planning Department) in Bogotá.

At the end of the Project the Project Leader shall submit to all parties involved a "Final Report" in Spanish and English on all aspects of the work done in connection with the Project.

Article XI

Settlement of Disputes

Any dispute concerning the interpretation or implementation of this Administrative Arrangement which cannot be settled by the two Parties together shall be referred to the respective Governments for settlement 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 signing by both Parties and shall expire either at the end of the period stated in Article I, paragraph 4 of this Arrangement or on the date on which the Project is terminated in conformity with the provisions of this Arrangement and of the "Schedule of Operations", whichever date is the later.

Uitgegeven de *dertigste* oktober 1974.

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

INHOUD

	Blz.
A. TITEL	1
B. TEKST	1
C. VERTALING	1
D. PARLEMENT	1
G. INWERKINGTREDING	1
J. GEGEVENS	1
Administratieve Overeenkomst inzake maatregelen voor de luchthaven Eldorado-Bogotá, 7 september 1973	2
Administratieve Overeenkomst inzake melkveefokkerij, zuivelbereiding en groenteteelt, 20 februari 1974	7
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