

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1982 Nr. 186

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

Zie *Trb.* 1967, 27.

G. INWERKINGTREDING

Zie *Trb.* 1967, 27.

J. GEGEVENS

Zie *Trb.* 1967, 27, *Trb.* 1969, 38, *Trb.* 1970, 88, *Trb.* 1971, 164, *Trb.* 1972, 126, *Trb.* 1973, 161 en *Trb.* 1974, 172.

In overeenstemming met artikel 60, tweede lid, van de Grondwet is het in rubriek J van *Trb.* 1974, 172 afgedrukte akkoord inzake het Hotelschoolproject te Dar es Salaam bij brieven van 26 september 1974 medegedeeld aan de Eerste en de Tweede Kamer der Staten-Generaal.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 23 september 1981 te Dar es Salaam tussen de bevoegde Nederlandse

en Tanzaniaanse autoriteiten een administratief akkoord tot stand gekomen inzake samenwerking met betrekking tot opleiding, onderzoek en informatie op het gebied van huisvesting, bouw en planning. De tekst van het akkoord luidt als volgt:

Administrative Arrangement

The Netherlands Minister for Development Co-operation being the competent Netherlands authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Netherlands Party", and

The Minister of Lands, Housing and Urban Development of the United Republic of Tanzania, being the competent Tanzanian authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Tanzanian Party".

Having regard to the provisions of Article 3 of the Agreement concerning Technical Co-operation between the Government of the Kingdom of the Netherlands and the Government of the United Republic of Tanzania, signed at The Hague on April 27, 1965 hereinafter referred to as "the Agreement",

Having decided to co-operate with respect to training, research and information in the field of housing, building and planning;

Have entered into the following Administrative Arrangement

Article I

The Project

1. The two Parties shall collaborate on a project entitled as "Project for Training, Research and Information Services" (hereinafter referred to as "the Project").

2. The aims of the Project shall be:

- to create a permanent centre in Dar es Salaam with training facilities in the field of planning and implementation of rural and urban housing for low income families in Tanzania and other East African countries;
- to create a research centre for development and education related to research in the field of housing, planning and building;
- to develop a centre for documentation and information services on housing.

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

Article II

Contribution by the Netherlands Party

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

a. to supply qualified advisers for an assignment in Tanzania and to bear all expenses on account of the advisers and their families;

b. to provide equipment and bear the cost of its transportation (including insurance) to Tanzania;

c. to provide funds for the accommodation of the Project to be made available through the Netherlands Project-leader to the constructors;

d. to provide funds to meet travel costs and per diem for Tanzanian staff to be trained in the Netherlands;

e. to provide a number of fellowships for trainees from other East African countries to be trained in Tanzania;

f. to provide a number of fellowships for further study in the Netherlands;

g. to provide technical support from the Netherlands.

2. The total value of the contribution to the Project by the Netherlands Party shall not exceed 3,404,200 guilders, being 540,000 guilders for accommodation of the Project and 2,864,200 guilders for the Project as such.

Article III

Contribution by the Tanzanian Party

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

a. to provide the advisers supplied by the Netherlands Party with adequate qualified counterpart staff, skilled and unskilled labour;

b. to provide temporary accommodation and to bear the cost of running and maintaining the project-buildings for the duration of the Project;

c. to arrange for and bear the cost of transport of the Netherlands advisers and the trainees within Tanzania;

d. to provide adequate accommodation and meals for the participants during their training in Tanzania;

e. to provide fellowships – covering travel, accommodation, meals and per diem – for trainees from Tanzania to be trained in Tanzania;

- f. to provide funds for stationery and printing;
- g. to bear the cost of clearance, and storage of the equipment and materials made available by the Netherlands Party;
- h. in general to take all measures which will facilitate co-operation between the Parties.

The value of the Tanzanian contribution is estimated at Tsh 3,458,480.

2. The Tanzanian Party shall be responsible for continuing the courses and maintaining their regional character after the expiration of the Netherlands collaboration on the Project.

Article IV

The executive authorities

1. The Netherlands Party shall appoint the Directorate General for International Co-operation of the Netherlands Ministry of Foreign Affairs as the Netherlands executive authority.

2. The Tanzanian Party shall appoint the Ministry of Lands, Housing and Urban Development as the Tanzanian executive authority.

3. Each of the executive authorities shall be entitled to delegate the duties in connection with the Project under its responsibility partly or entirely to other authorities or organisations. In doing so, the executive authorities shall inform each other in writing of any delegation and of the extent of the delegation.

Article V

The Schedule of Operations

1. The executive authorities shall establish by common consent a Schedule of Operations stating in detail the contribution of either Party, the number and duties of the advisers, their job-descriptions, the duration of their stay abroad and a description of the equipment and materials to be made available.

The Schedule of Operations shall include an itemized budget of the contribution of either Party, an Operations Priority Scheme, a time table and lists of equipment and materials to be supplied by either Party.

2. The Schedule of Operations may be amended by common consent between the executive authorities.

Article VI

Facilities to be provided for the personnel

1. The Netherlands advisers to the Project shall enjoy the privileges, immunities and facilities described in Article 4 of the Agreement, and in the Exchange of Notes of October 26/November 25, 1968¹⁾.

2. In accordance with Article 6 of the Agreement the following shall be applicable with respect to the Netherlands advisers:

a. the prompt issuance without cost of necessary visas, licences and (work) permits;

b. access to the site of work and all necessary rights of way;

c. free movement, whether within or to or from the country, to the extent necessary for the proper execution of the Project;

d. the most favourable rate of exchange for all their Netherlands remunerations, i.e. external accounts;

e. exemption from national service obligations;

f. immunity from legal action in respect of any words spoken or written and in respect of any acts performed in their official capacity.

3. a. The Tanzanian Party shall indemnify and hold harmless the Netherlands Party and the Netherlands experts, advisers, agents or employees against any extra-contractual civil liability arising from any act or omission on the part of one or more of the individuals mentioned during the operations governed by or undertaken in virtue of this Arrangement which has caused the death or physical injury of a third party or damage to the property of a third party and shall abstain, for its parts, from making any claim or instituting any action for extra-contractual civil liability unless such liability derives from wilful misconduct or from gross negligence on the part of one or more of the individuals mentioned.

b. In the event the Tanzanian Party holds harmless the Netherlands Party or one or more of the individuals mentioned against any claim or action for extra-contractual civil liability in accordance with paragraph 3(a) of this Article, the Tanzanian Party shall be entitled to exercise all rights to which the Netherlands Party or such individuals are entitled.

c. Should the Tanzanian Party so request, the Netherlands Party shall provide the competent authorities of Tanzania with the administrative or juridical assistance needed for a satisfactory settlement of such problems as may arise in connection with the application of paragraphs 3(a) and 3(b) of this Article.

¹⁾ Zie Trb. 1969, 38, rubriek J.

4. The Netherlands advisers shall enjoy the same medical and dental facilities at Government hospitals as are provided for Tanzanian Government officials of comparable rank.

Article VII

Netherlands equipment and materials provided by the Netherlands Party

1. The provisions of Article 5 of the Agreement shall be applicable to the importation and exportation of the Netherlands equipment and materials for the Project.

2. All equipment and supplies provided by the Netherlands Party shall become the property of the Tanzanian Party upon termination of the Project.

Article VIII

Reporting

The Dutch Project-leader together with the Tanzanian counterpart-director shall submit twice a year to both executive authorities a report in English on the progress made in the execution of the Project. On the termination of the Project a final report in English will be submitted to all the parties involved on all aspects of the work done in connection with the Project.

Article IX

Disputes

Any dispute concerning the interpretation or implementation of this Administrative Arrangement which cannot be settled by consultations between the two Parties shall be referred to the respective Governments.

Article X

Entry into force and duration

This Administrative Arrangement shall enter into force, with retroactive effect as of January 1, 1978 on the date of signature by both Parties and be effective for a period of four years.

Done at Dar es Salaam on September 23, 1981 in two originals in English.

*For the Netherlands Minister
for Development Co-operation*
(s.) A. VAN DER WILLIGEN
A. van der Willigen
Netherlands Ambassador

(s.) M. NYANGANYI
*The Tanzanian Minister of Lands,
Housing and Urban Development*

Het Akkoord behoeft ingevolge artikel 62, eerste lid, letter b, van de Grondwet niet de goedkeuring der Staten-Generaal.

Uitgegeven de zesentwintigste november 1982.

De Minister van Buitenlandse Zaken,
H. VAN DEN BROEK