

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1985 Nr. 19

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, *Trb.* 1974, 172 en *Trb.* 1982, 186.

In overeenstemming met artikel 60, tweede lid, van de Grondwet is het in rubriek J van *Trb.* 1982, 186 afgedrukte akkoord inzake samenwerking met betrekking tot opleiding, onderzoek en informatie op het gebied van huisvesting, bouw en planning bij brieven van 30 december 1982 medegedeeld aan de Eerste en de Tweede Kamer der Staten-Generaal.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op

16 maart 1984 te Dar es Salaam tussen de bevoegde Nederlandse en Tanzaniaanse autoriteiten een administratief akkoord tot stand gekomen inzake het Instituut voor bodemonderzoek te Mlingano (Tanga). 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", represented in this matter by the Ambassador Extraordinary and Plenipotentiary of Her Majesty the Queen of the Netherlands at Dar es Salaam, Mr. Robert Fruin, and the Minister of Finance of the United Republic of Tanzania, Mr. Cleopa D. Msuya, 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 extend their cooperation to strengthen the National Soil Service at Mlingano (Tanga),

Have entered into the following Administrative Arrangement:

Article I

The Project

1. During the period 1983-1988 the two Parties will cooperate to strengthen the National Soil Service.
2. The objective of the project is strengthening the National Soil Service through the following main project components:
 - a. Soil Survey section;
 - b. Soil Analysis and Soil Testing Section;
 - c. Soil Fertility section.
3. The Tanzanian Government committed Tsh. 2.7 million through the annual budget to finance the recurrent costs of 1983/84. Based on the Tanzanian fund available for financing the recurrent costs in 1983/84 and the cost estimates of the various alternatives for development of the Institute, alternative 2 and some activities of alternative 3 shall be implemented.
4. The investments are estimated at Tsh. 22.6 million (including inflation).

5. The ultimate level of annual costs is estimated at Tsh. 3.6 million (price level 1983/84) (annual costs include recurrent costs and replacement costs).

6. The project may be amended by common consent between the Executive Authorities. Prior to implementation the modifications agreed upon shall be included in an addendum to the Plan of Operations.

Article II

Contribution by the Netherlands Party

1. The Netherlands Party will make the following contributions to the Project:

- a. supply four qualified advisers for an assignment in Tanzania and bear all expenses on account of the adviser and his family;
- b. provide equipment and materials and bear the costs of clearance, storage and transportation to the project site;
- c. bear the costs of insuring the equipment until transfer of ownership will take place;
- d. provide technical services.

2. The Netherlands contribution shall not exceed the amount of 8 million guilders and shall consist of the following:

A. Staff and consultancy services	Dfl. 5.150.000
B. Investments	625.000
C. Operational costs	1.750.000
D. Miscellaneous	475.000
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	Dfl. 8.000.000

Article III

Contribution by the Tanzanian Party

The Tanzanian Party shall make the following contributions to the project:

- a. arrange housing facilities for the advisers;
- b. provide the advisers with qualified counterpart staff, skilled and unskilled labour, and bear the costs of their salaries, allowances and all other possible rights;
- c. make available a development fund to the amount of Tsh. 1.5 million;
- d. provide the funds needed for replacement and recurrent costs, the amount of which shall not be less than Tsh. 2.7 million annually (price level 1983/84), and will be increased with the annual inflation;
- e. provide the extra funds in case of escalation of project costs.

Article IV

Implementation of the Project

1. The project will be implemented in conformity with the reports prepared by the Identification mission, May 1982, and Project Formulation mission, December 1982. A Plan of Operations shall be prepared at short notice.

2. Vacancies in the National Soil Service shall be filled up soon and adequately.

3. During the project period the transfer of management and staff shall be minimized.

4. The activities of the soil fertility section shall be kept at the present level.

5. If additional funds are made available by the Tanzanian Party and/or a third party, the programme of activities of the National Soil Service shall be reviewed. Prior to implementation the Netherlands and Tanzanian Parties shall agree on the adjusted programme.

6. For each year a work programme (surveys, research, trials) shall be presented to both Parties. Presentation shall be done before December 1st of the preceding year.

Article V

The Executive Authorities

1. The Netherlands Party shall appoint the Directorate General for International Cooperation of the Ministry of Foreign Affairs as the Netherlands Executive Authority in charge of the Project. The Netherlands Executive Authority shall be represented in Tanzania, as far as the daily operations of the Project are concerned, by the Team-Leader, to be appointed from among the Netherlands advisers.

2. The Tanzanian Party shall appoint the Ministry of Agriculture as the Tanzanian Executive Authority in charge of the Project. The Tanzanian Executive Authority shall be represented in as far as the daily operations are concerned by the Project Manager, the principal of the National Soil Service.

Article VI

The Project Manager

1. The Project Manager shall be responsible for the implementation of the project as outlined in the "Plan of Operations".

2. The Project Manager shall report immediately to the Executive Authorities any major deviation from the programme of activities, time schedule or cost estimates.

3. The Netherlands Team-Leader shall act as liaison officer for recruitment of the Netherlands advisers and consultants.

Article VII

Delegation

Each of the Executive Authorities, mentioned in Article V, shall be entitled to delegate under its own responsibility, partly or entirely its duties in connection with the Project to a third party. The Executive Authorities shall inform each other in writing of the names or institutions delegated and of the extent of such delegation.

Article VIII

The Schedule of Operations

1. The Executive Authorities shall establish in common agreement a Schedule of Operations indicating in detail:

- a tentative work programme for the period 1984–1988;
- the contribution of either Party;
- the number and duties of the Netherlands staff;
- their job-descriptions;
- the duration of their stay 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 time-schedule and lists of equipment and materials to be supplied by either Party.

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

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

Article IX

Netherlands equipment and materials provided by the Netherlands

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

2. The equipment and materials provided by the Netherlands Party

are property of the Netherlands Party. Transfer of ownership will take place on completion of the Project.

3. The Netherlands Team-Leader shall act as a liaison officer for the procurement of goods in the Netherlands. He will be responsible to the Project Manager and Executive Authorities for the proper use and maintenance of the vehicles and equipment.

Article X

Reporting

The Project Manager shall submit to both Executive Authorities a semi-annual report in English on the progress made in the implementation of the Project. Special attention shall be given to project modifications and factors causing delays and cost escalations.

On the termination of the Project the Project Manager shall submit to all Parties involved a final report in English on all aspects of the Project.

Article XI

Disputes

Any dispute concerning the interpretation or implementation of this Arrangement which cannot be settled by consultations between the two 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 and shall expire at the end of the period mentioned in Article I, paragraph 1, 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.

Article XIII

Facilities to be provided by the Netherlands Staff

1. The Netherlands advisers to this Project shall enjoy the privileges and facilities, mentioned in Article 4 of the Agreement and in the Exchange of notes of October 26/November 25, 1968.

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 prevailing official 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 death or physical injury of a third party or damage to the property of a third party and shall abstain, for its part, 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 hold 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 3a 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 3a and 3b of this Article.

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.

DONE at Dar es Salaam on the 16th day of March 1984 in two originals in the English language.

(sd.) ROBERT FRUIN

(sd.) C. D. MSUYA

*For the Netherlands Minister
for Development Cooperation*

*The Tanzanian Minister
of Finance*

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 16 maart 1984 te Dar es Salaam tussen de bevoegde Nederlandse en Tanzaniaanse autoriteiten een administratief akkoord tot stand gekomen inzake samenwerking aan het project betreffende het Mapinduzi-zuivelbedrijf op Zanzibar. De tekst van het akkoord luidt als volgt:

Administrative Arrangement

The Netherlands Minister for Development Cooperation being the competent Netherlands Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Netherlands Party" represented in this matter by the Ambassador Extraordinary and Plenipotentiary of Her Majesty the Queen of the Netherlands at Dar es Salaam, Mr Robert Fruin,

and

the Minister of Finance of the United Republic of Tanzania, Mr Cleopa D. Msuya, 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 cooperation 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 extend their cooperation to operate Mapinduzi Dairy Plant on Zanzibar;

Have entered into the following Administrative Arrangement:

Article I

The Project

1. During the period 1983-1984 the two Parties will cooperate to operate Mapinduzi Dairy Plant, hereinafter referred to as "the Project".

2. The project activities will include:

- a. Technical assistance;
- b. Supply of spare parts;
- c. Servicing of cooling machines.

3. The Project may be amended by common consent between the Executive Authorities. Prior to implementation the modifications agreed upon shall be included in an addendum to the Plan of Operations.

Article II

Contribution by the Netherlands Party

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

- a. to supply a qualified adviser for an assignment in Tanzania and to bear all expenses on account of the adviser and his family;
- b. to provide equipment and materials and bear the costs of clearance, storage and its transportation to the project site;
- c. to bear the costs of insuring the equipment until transfer of ownership will take place;
- d. to provide some technical services.

2. The value of the contribution by the Netherlands Party shall not exceed 500.000 guilders.

3. The categories of costs to be financed by the Netherlands Party are the following:

A. Staff and consultancy services	Dfl. 220.000
B. Investments	150.000
C. Operational costs	130.000
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	Dfl. 500.000

Article III

Implementation of the Project

The project will be implemented according to the Plan of Operations, May 1983.

Article IV

The Executive Authorities

1. The Netherlands Party shall appoint the Directorate General for International Cooperation of the Ministry of Foreign Affairs as the Netherlands Executive Authority. The Netherlands Executive Authority shall be represented in as far as the daily operations under the Project are concerned by the Netherlands adviser.

2. The Tanzanian Party shall appoint the Ministry of Agriculture of Zanzibar as the Tanzanian Executive Authority. The Tanzanian Executive Authority shall be represented in as far as the daily operations under the project are concerned by the Project Manager.

Article V

The Project Manager

1. The Project Manager shall be responsible for the implementation of the Project as described in the "Plan of Operations".

2. The Project Manager shall report immediately to the Executive Authorities any major deviation from the programme of activities, time schedule or cost estimates.

3. The Netherlands adviser shall act as a liaison officer for recruitment of the Netherlands advisers and consultants.

Article VI

Delegation

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. The Executive Authorities shall inform each other in writing of the names or institutions delegated and of the extent of such delegation.

Article VII

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 Netherlands staff;
- their job-descriptions;
- the duration of their stay 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 time-table and lists of equipment and materials to be supplied by either Party.

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

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

Article VIII

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, 1968.

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, licenses 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 prevailing official 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 death or physical injury of a third party or damage to the property of a third party and shall abstain, for its part, 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 hold 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 3a 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 3a and 3b of this Article.

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 IX

Netherlands equipment and materials provided by the Netherlands

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

2. The equipment and materials provided by the Netherlands Party are the property of the Netherlands Party. Transfer of ownership will take place on completion of the Project.

3. The Netherlands adviser shall act as a liaison officer for the procurement of goods in the Netherlands. He will be responsible to the Project Manager and Executive Authorities for the proper use and maintenance of the vehicles and equipment.

Article X

Reporting

The Project Manager shall submit to both Executive Authorities a semi-annual report in English on the progress made in the implementation of the Project. Special attention shall be given to project modifications and factors causing delays and cost escalations.

On the termination of the Project the Project Manager shall submit to all parties involved a final report in English on all aspects of the Project.

Article XI

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 in a way to be decided upon by the latter.

Article XII

Entry into force and duration

This Administrative Arrangement shall enter into force, with retroactive effect to 1 January 1983, on the date of signature by both Parties and shall expire at the end of the period mentioned in Article I, paragraph 1, 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, but at the latest on 31 March 1984.

DONE at Dar es Salaam on the 16th day of March, 1984 in two originals in the English language.

(sd.) ROBERT FRUIN

(sd.) C. D. MSUYA

*For the Netherlands Minister
for Development Cooperation*

*The Tanzanian Minister
of Finance*

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 16 maart 1984 te Dar es Salaam tussen de bevoegde Nederlandse en Tanzaniaanse autoriteiten een administratief akkoord tot stand gekomen inzake het Project voor droge rijstcultuur in het Cheju-gebied op Zanzibar. 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", represented in this matter by the Ambassador Extraordinary and Plenipotentiary of Her Majesty the Queen of the Netherlands at Dar es Salaam, Mr. Robert Fruin,

and

the Minister of Finance of the United Republic of Tanzania, Mr Cleopa D. Msuya, 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 extend their co-operation to implement Cheju Rainfed Rice Project, hereinafter referred to as "the Project" on Zanzibar;

Have entered into the following Administrative Arrangement:

Article I

The Project

1. During the period 1983-1984 the two Parties will implement Cheju Rainfed Rice Project, hereinafter referred to as "the Project".

2. The objectives of the project are the introduction of improved rice production techniques and the formulation of a project to increase the area under an improved cultivation system.

3. The objectives shall be reached through a 30-75 hectare rice production scheme in 1984, using techniques and an organisational structure as formulated for "The African Development Fund Rainfed Rice Development Project".

4. The investments are estimated at Tsh 1,4 million.

5. The Project operation costs are estimated at Tsh 310.000,--. Additionally a 6 months loan of Tsh 30.000–85.000 will be made available to the farm families for financing agricultural inputs.

Article II

Contribution by the Netherlands Party

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

- a. to supply a qualified manager for an assignment in Tanzania and to bear all expenses on account of the expert and his family;
- b. to provide transport, equipment and materials, and bear the costs of clearance, storage and its transportation to the project site;
- c. to bear the costs of insuring the equipment until transfer of ownership will take place.

2. The value of the contribution by the Netherlands Party shall not exceed 540.000 guilders.

3. The categories of costs to be financed by the Netherlands Party are the following:

A. Staff and consultancy services	
incl. housing	Dfl. 450.000
B. Investments	50.000
C. Operational costs	40.000
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	Dfl. 540.000

Article III

Contribution by the Tanzanian Party

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

- a. to supply storage and office accommodation for the period September 1983–October 1984;
- b. to arrange housing facilities for the Netherlands Project Manager, to be made available from October 1, 1983;
- c. to second to the project organisation the following staff: a counterpart to the Netherlands Project Manager, a supply officer, an accountant, a typist and a driver;
- d. to provide mechanisation services through Mbweni organisation;
- e. to make available 30–75 hectare in Cheju area from October 1983.

2. The Tanzanian Party shall contribute Tsh 150.000 for transport, stationary and contingencies.

3. The Tanzanian Party shall provide the funds for escalation of Project costs, if relevant.

Article IV

Implementation of the Project

1. The Project shall be implemented according to the Plan of Operations.

2. The Plan of Operations (June 1983) shall be reviewed by the Project organisation and submitted for approval to the Tanzanian and Netherlands Parties before November 1, 1983.

Article V

The Executive Authorities

1. The Netherlands Party shall appoint the Directorate General for International Co-operation of the Ministry of Foreign Affairs as the Netherlands Executive Authority. The Netherlands Executive Authority shall be represented in as far as the daily operations under the Project are concerned by the Project Manager.

2. The Tanzanian Party shall appoint the Ministry of Agriculture of Zanzibar at the Tanzanian Executive Authority. The Tanzanian Executive Authority shall be represented in as far as the daily operations under the Project are concerned by the counterpart of the Netherlands Project Manager.

Article VI

The Project Manager

1. The Project Manager shall be responsible for the implementation of the Project as described in the "Plan of Operations"

2. The Project Manager shall report immediately to the Executive Authorities any major deviation from the programme of activities, time schedule or cost estimates.

3. The Netherlands Project Manager shall act as a liaison officer for recruitment of the Netherlands advisers and consultants.

Article VII

Delegation

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 organisation. The Executive Authorities shall inform each other in writing of the names or institutions delegated and of the extent of such delegation.

Article VIII

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 Netherlands staff;
- their job-descriptions;
- the duration of their stay 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 time-table and lists of equipment and materials to be supplied by either Party.

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

3. The Schedule of Operations may be amended in common agreement between the Executive Authorities. Prior to implementation the modifications of the Project agreed upon shall be included in an addendum to the Schedule of Operations.

Article IX

Facilities to be provided for the personnel

1. The Netherlands Project Manager 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, 1968.

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

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 death or physical injury of a third party or damage to the property of a third party and shall abstain, for its part, 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 hold 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 3a 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 3a and 3b of this Article.

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

Article X

Netherlands equipment and materials provided by the Netherlands

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

2. The equipment and materials provided by the Netherlands party are the property of the Netherlands Party. Transfer of ownership will take place on completion of the Project.

3. The Netherlands Project Manager shall act as a liaison officer for the procurement of goods in the Netherlands. He will be responsible to the Director of Agriculture and Executive Authorities for the proper use and maintenance of the vehicles and equipments.

Article XI

Reporting

The Project Manager shall submit to both Executive Authorities a semi-annual report in English on the progress made in the implementation of the Project. Special attention shall be given to project modifications and factors causing delays and cost escalations.

On the termination of the Project the Project Manager shall submit to all parties involved a final report in English on all aspects of the Project.

Article XII

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 in a way to be decided upon by the latter.

Article XIII

Entry into force and duration

This Administrative Arrangement shall enter into force on the date of signature by both Parties and shall expire at the end of the period mentioned in Article I, paragraph I, 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 but at the latest on November 1, 1984.

DONE at Dar es Salaam on the 16th day of March 1984 in two originals in the English language.

(sd.) ROBERT FRUIN

(sd.) C. D. MSUYA

*For the Netherlands Minister
for Development Co-operation*

*The Tanzanian Minister
of Finance*

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 16 maart 1984 te Dar es Salaam tussen de bevoegde Nederlandse en Tanzaniaanse autoriteiten een administratief akkoord tot stand gekomen inzake de Mbweni-landbouwwerktuigenwerkplaats op Zanzibar. De tekst van het akkoord luidt als volgt:

Administrative Arrangement

The Netherlands Minister for Development Cooperation, being the competent Netherlands Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Netherlands Party", represented in this matter by the Ambassador Extraordinary and Plenipotentiary of Her Majesty the Queen of the Netherlands at Dar es Salaam, Mr. Robert Fruin,

and

the Minister of Finance of the United Republic of Tanzania, Mr Cleopa D. Msuya, 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 cooperation 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 extend their cooperation to strengthen the Mbweni Organization on Zanzibar,

Have entered into the following Administrative Arrangement:

Article I

The Project

1. During the period 1983 and 1984 the two Parties will cooperate to strengthen, develop and operate Mbweni organization.

2. The objective of Mbweni organization is the supply of all mechanization services required for agricultural purposes by Kilimo sections and corporations.

3. The objective of the project is the strengthening of Mbweni organization through the following project components:

- establishment of Mbweni Mechanization Unit which shall be in charge of the execution of all mechanization services;
- rehabilitation of the Workshop on Pemba;

- improvement of transport and communication;
- training of Mbweni staff;
- introduction of management procedures;
- supply of spare parts tractors and implements if required.

4. Implementation of the project from January 1985 is dependent on the introduction of a paddy crop cultivation system as defined in "The African Development Fund Rainfed Rice Development Project". (abbr.: ADF-project).

Considering the delay and perhaps the cancellation of the ADF-project the introduction of ADF-project like methods is required. For this purpose a Cheju Rainfed Rice project has been formulated and should be implemented in 1983/1984. The economic and financial results of this project will be available mid 1984 and shall be decisive with respect to continuation of Mbweni project.

5. Phasing of the project.

Phase 1: The capacity of Mbweni Mechanization Unit and Workshop shall be a maximum of 50 tractors and related implements. Surplus machinery shall not be replaced unless mutually agreed.

Phase 2: Phase 2 will start after a rice production of 14.000 acres is realized, using an ADF like cultivation system. The capacity of Mbweni Mechanization Unit and Workshop shall be adapted to the requirements for land preparation of 22.000 acres of paddy.

6. The investments of Phase 1 project are estimated at Tsh 18,65 million equivalent to Dfl. 5,33 million (including inflation).

7. The ultimate level of annual costs is estimated at Tsh 12,5 million (price level mid 1982) (annual costs include recurrent costs and replacement costs).

Article II

Contribution by the Netherlands Party

1. As its contribution to the Phase I project in 1983 and 1984 the Netherlands Party undertakes:

- a. to supply 4 qualified advisers for an assignment in Tanzania and to bear all expenses on account of the advisers and their families;
- b. to provide equipment, vehicles and materials and bear the costs of clearance, storage and its transportation to the project site;
- c. to bear the costs of insuring the equipment and vehicles until transfer of ownership will take place;
- d. to supply backstopping services by the IJsselmeerpolders Development Authority.

2. The Netherlands funds required for implementation of the project activities amount to Dfl. 4,30 million.

The balance of project development funds available for 1983 and 1984 amounted to Dfl. 0,55 million.

Additional Netherlands funds required amount to Dfl. 3,75 million.

3. The additional Netherlands contribution in 1983 and 1984 shall not exceed Dfl. 3,75 million.

4. The categories of costs to be financed by the Netherlands Party are the following:

A. Staff and consultancy services	Dfl. 1.550
B. Capital goods	1.125
C. Operational costs	1.565
D. Miscellaneous	0.060
	<hr/>
	Dfl. 4.300

Article III

Contribution by the Tanzanian Party

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

- to arrange housing facilities for the advisers;
- to provide the advisers with qualified counterpart staff, skilled and unskilled labour, and to bear the costs of their salaries, allowances and all other rights.

2. Through the annual budget the Tanzanian Party shall provide the funds required for replacement and recurrent costs. The annual costs, excluding the Netherlands contribution to it, are estimated as Tsh 11 million in 1983 and Tsh 11,6 million in 1984 (including inflation; price level mid 1982).

3. The Tanzanian Party shall provide the funds for escalation of project costs.

Article IV

Implementation of the Project

1. The project will be implemented according to the report "Medium Term Development Plan for Mbweni Organization", October 1982.

2. For every mechanization activity the financial rate to be charged for per working unit shall be fixed yearly.

3. The costs of the mechanization services shall be charged to the clients. The charges should be made through hard cash by external clients and for Kilimo clients through the budgets. This system does not exclude the possibility of subsidizing mechanization services (rainfed rice sector).

4. Mbweni organization shall prepare annually a plan for the use of tractors and implements by Kilimo and external clients.

5. Ultimately the smallholders using an ADF-project like paddy cultivation system shall contribute to the costs of field mechanization. Annually the subsidy shall be reduced.

6. Vacancies in Mbweni organization shall be filled up at short notice.

7. Mbweni organization shall be consulted with respect to timing, type and number of tractors and implements that are to be replaced or purchased for extension.

8. Considering the available number of tractors and implements of Mbweni organization the number of tractors and implements shall not be increased within the framework of ADF-project, if implemented.

9. Mbweni organization shall provide all mechanization services to ADF-project, if implemented. A workshop especially for ADF-project shall not be established.

Article V

The Executive Authorities

1. The Netherlands Party shall appoint the Directorate General for International Cooperation of the Ministry of Foreign Affairs as the Netherlands Executive Authority. The Netherlands Executive Authority shall be represented in as far as the daily operations under the project are concerned, by the Team-Leader, who is to be appointed from among the Netherlands advisers.

2. The Tanzanian Party shall appoint the Ministry of Agriculture as the Tanzanian Executive Authority. The Tanzanian Executive Authority shall be represented in as far as the daily operations under the project are concerned by the Project Manager of the Mbweni Workshop.

Article VI

The Project Manager

1. The Project Manager shall be responsible for the implementation of the project as described in the "Plan of Operations".

2. The Project Manager shall report immediately to the Executive Authorities any major deviation from the programme of activities, time schedule or cost estimates.

3. The Netherlands Team-Leader is the counterpart of the Project Manager.

4. The Netherlands Team-Leader shall act as a liaison officer for recruitment of the Netherlands advisers and consultants.

Article VII

Delegation

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. The Executive Authorities shall inform each other in writing of the names or institutions delegated and of the extent of such delegation.

Article VIII

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 Netherlands staff;
- their job-descriptions;
- the durations of their stay 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 time-table and lists of equipment and materials to be supplied by either Party.

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

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

Article IX

Facilities to be provided for the personnel

1. The Netherlands advisers to the project shall enjoy the privileges and facilities described in Article 4 of the Agreement, and in the Exchange of Notes of October 26/November 25, 1968.

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 prevailing official 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 death or physical injury of a third party or damage to the property of a third party and shall abstain, for its part, 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 3a 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 3a and 3b of this Article.

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 X

Netherlands equipment and materials provided by the Netherlands

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

2. The equipment and materials provided by the Netherlands Party are the property of the Netherlands Party. Transfer of ownership will take place on completion of the project.

3. The Netherlands Team-Leader shall act as a liaison officer for the procurement of goods in the Netherlands. He will be responsible to the Executive Authorities for the proper use and maintenance of the vehicles and equipment.

Article XI

Reporting

The Project Manager shall submit to both Executive Authorities a semi-annual report in English on the progress made in the implementation of the project. Special attention shall be given to project modifications and factors causing delays and cost escalations.

On the termination of the project the Project Manager shall submit to all parties involved a final report in English on all aspects of the project.

Article XII

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 in a way to be decided upon by the latter.

Article XIII

Entry into force and duration

This Administrative Arrangement shall enter into force, with retroactive effect to 1 January 1983, on the date of signature by both Parties and shall expire at the end of the period mentioned in Article I, paragraph 1, 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 but at the latest on 31 December 1984.

DONE at Dar es Salaam on the 16th day of March, 1984 in two originals in the English language.

(sd.) ROBERT FRUIN

(sd.) C. D. MSUYA

*For the Netherlands Minister
for Development Cooperation*

*The Tanzanian Minister
of Finance*

De akkoorden behoeven ingevolge additioneel artikel XXI, eerste lid, onderdeel b, van de Grondwet, juncto artikel 62, eerste lid, onderdeel b, van de Grondwet naar de tekst van 1972, niet de goedkeuring van de Staten-Generaal.

Uitgegeven de *twaaalfde* februari 1985.

De Minister van Buitenlandse Zaken,

H. VAN DEN BROEK