

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1988 Nr. 38

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. De Overeenkomst is gewijzigd bij notawisseling dd. 30 oktober 1986 (zie rubriek J van *Trb.* 1987, 170).

C. VERTALING

Zie *Trb.* 1965, 74 en rubriek J van *Trb.* 1987, 170.

D. PARLEMENT

Zie *Trb.* 1967, 27 en rubriek J hieronder.

G. INWERKINGTREDDING

Zie *Trb.* 1967, 27 en rubriek J van *Trb.* 1987, 170.

J. GEGEVENS

Zie laatstelijk, *Trb.* 1987, 170.

Bij brieven van 26 november 1987 (Kamerstukken II 1987/88, 20 337, nr. 1) is de wijziging van de Overeenkomst vervat in de notawisseling van 30 oktober 1986 (tekst in rubriek J van *Trb.* 1987, 170) in overeenstemming met artikel 91, juncto additioneel artikel XXI, eerste lid, onderdeel a, van de Grondwet, en op de voet van artikel 61, derde lid, van de Grondwet naar de tekst van 1972, overgelegd aan de Eerste en de Tweede Kamer der Staten-Generaal.

De toelichtende nota die de brieven vergezelde, is ondertekend door de Minister voor Ontwikkelingssamenwerking P. BUKMAN en de Staatssecretaris van Buitenlandse Zaken P. R. H. M. VAN DER LINDEN.

De goedkeuring door de Staten-Generaal is op 31 december 1987 verleend.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 20 oktober 1987 te Dar es Salaam tussen de bevoegde Nederlandse en Tanzaniaanse autoriteiten een administratief akkoord tot stand gekomen inzake het Tanzaniaans-Nederlandse Programma voor de ontwikkeling van het platteland. 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,

and

the Minister for Finance, Economic Affairs and Planning 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"; represented in this matter by the Principal Secretary to the Ministry of Finance, Economic Affairs and Planning;

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, herein-after referred to as "the Agreement";

Having decided to cooperate in the Tanzanian-Netherlands Rural Development Programme;

Have entered into the following Administrative Arrangement:

Article I

The Project

1. The two Parties shall jointly execute a project to be known as

“Tanzania-Netherlands Rural Development Programme”, hereinafter referred to as “the Project”.

2. The objective of the Project is: The support and promotion of a well balanced development process of rural areas in North Tanzania, which in the long term will have to lead to an improvement of the conditions of life of the rural population and to an increase of income of the predominantly peasant households.

3. The objectives mentioned in paragraph 2 shall be pursued by the improvement of the planning, execution and monitoring capacity of the district administration. Some parts of the Programme may be executed by non-governmental local institution.

4. The aforesaid cooperation between the two Parties is planned to be a long-term commitment of which the period 1987-1990 is considered to be the first phase.

Article II

The Contribution by the Netherlands Party

1. The Netherlands Party shall make the following contribution to the Project:

- provide qualified experts;
- bear the costs of the applied research (agricultural, socio-economic, environmental/soil etc.)
- provide equipment and materials.

2. The total value of the contribution to the Project by the Netherlands Party shall not exceed the amount of 14.553.000,-- Dutch guilders.

Article III

The Contribution by the Tanzanian Party

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

- a. to bear the local development and recurrent costs of the project;
- b. in general to take all other measures which will facilitate cooperation between the Parties.

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 in charge of the Project.

2. The Tanzanian Party shall appoint the concerned Districts Authorities as the Tanzanian Executive Authority, in charge of the implementation of the Project.

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 the names of persons or institutions delegated and of the extent of such delegation.

Article V

The Coordinator

In each district a Coordinator will be assigned by the Netherlands Party. This Coordinator shall be responsible to the Netherlands Executive Authority for the correct implementation of the Netherlands contribution. The Coordinator shall act in close consultation with the Tanzanian Executive Authority to the Tanzanian personnel. The Tanzanian Executive Authority shall provide the Coordinator with any information that may be considered necessary for the execution of the Project.

Article VI

The Plan of Operations

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

- the contribution of either Party;
- the number and duties of the professional staff;
- their job-descriptions;
- the duration of their stay abroad;
- a description of the equipment and materials to be made available.

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

3. The Plan of Operations may be amended by the Executive Authorities in common agreement.

Article VII

Facilities to be provided for the personnel

1. The professional advisers supplied by the Netherlands Party to the Project shall enjoy the privileges and facilities described in Article 4 of the Agreement.

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 official ruling rate of exchange for all their Netherlands remunerations, i.e. external accounts;

e. 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 professional advisers, agents or employees financed by the Netherlands Party 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 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 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.

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

Article VIII

*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 IX

Reporting

The Netherlands Coordinator together with the Tanzanian counterpart shall submit quarterly reports to both Executive Authorities in the English language 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 X

Evaluation

In 1989 both Executive Authorities shall evaluate the progress of the Project.

Article XI

Settlement of Disputes

Any dispute concerning the interpretation or implementation of this Administrative Arrangement which cannot be settled in consultation between both Parties shall be referred to the respective Governments and settled 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 retro-active effect to the first of August 1987, on the date of signature by both Parties and shall expire at the end of the period mentioned in

Article I, paragraph 4, of this Arrangement or on the date on which the Project has been completed in conformity with the provisions of this Arrangement and of the Schedule of Operations, whichever date is the later.

DONE at Dar es Salaam on the twentieth day of October¹⁾ in two originals in the English language.

For the Netherlands Minister for Development Cooperation:

(sd.) M. DAMME

Netherlands Ambassador

For the Tanzanian Minister of Finance and Economic Affairs and Planning

(sd.) G. RUTIHINDA

Principal Secretary Ministry of Finance, Economic Affairs and Planning

Het akkoord is op 20 oktober 1987 in werking getreden, met terugwerkende kracht vanaf 1 augustus 1987.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 23 november 1987 te Dar es Salaam tussen de bevoegde Nederlandse en Tanzaniaanse autoriteiten een administratief akkoord tot stand gekomen inzake de "Mbozi Maize Farm Ltd.". De tekst van het akkoord luidt als volgt:

¹⁾ Lees: October 1987.

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,

and

the Minister of Finance, Economic Affairs and Planning 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", represented in this matter by the Principal Secretary to the Ministry of Finance, Economic Affairs and Planning,

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 cooperate in the "Mbozi Maize Farm Ltd."

Have entered into the following Administrative Arrangement:

Article I

The Project

1. The two Parties shall jointly execute the last phase of a project to be known as "Mbozi Maize Farm Ltd", hereinafter referred to as "The Project".

2. The objective of the Project is:

- to maintain the present level of operation of the Mbozi Maize Farm Ltd., while gradually phasing out Dutch assistance over the period 1987-1990.

3. The objective mentioned in paragraph 2 shall be pursued by:

- using agricultural techniques and inputs;
- a sound financial and workshop management;
- spareparts administration.

4. The aforesaid cooperation between the two Parties is planned to last 3 years.

Article II

The Contribution by the Netherlands Party

1. The Netherlands Party shall make the following contribution to the Project:

- provide qualified experts for two years;
- provide import support for replacement of worn equipment (DG 1.313.000);
- provide technical assistance to the workshop.

2. The total value of the technical assistance to the Project by the Netherlands Party shall not exceed the amount of 882.000 Dutch Guilders.

Article III

The Contribution by the Tanzanian Party

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

- a. to provide qualified counterparts;
- b. to take over gradually the responsibility of providing the necessary foreign exchange required by the farm;
- c. to pay the operational expert on the workshop;
- d. in general to take all other measures which will facilitate cooperation between the Parties.

2. The value of the Tanzanian contribution is estimated at 912,939/= Dutch Guilders.

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 in charge of the Project.

2. The Tanzanian Party shall appoint the National Agriculture and Food Corporation (NAFCO) as the Tanzanian Executive Authority, in charge of the implementation of the Project.

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 consultation with both Parties (Tanzania and the Netherlands) responsible under this Agreement. In doing so, the Executive Authorities shall inform

each other in writing of the names or institutions delegated and of the extent of such delegation.

Article V

The Dutch Expert

The Dutch expert assigned by the Netherlands Party shall be responsible to the Netherlands Executive Authority for the correct implementation of the Netherlands contribution. The Dutch expert shall act in close consultation with the Tanzanian Executive Authority and respect the operational instructions given by the said Authority to the Tanzanian personnel. The Tanzanian Executive Authority shall provide the Dutch expert with such information that may be considered necessary for the execution of the Project.

Article VI

The Plan of Operations

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

- the contribution of either Party;
- the number and duties of the professional staff;
- their job-descriptions;
- the duration of their stay abroad;
- a description of the equipment and materials to be made available.

The Plan 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 Plan of Operations shall form an integral part of the Administrative Arrangement.

3. The Plan of Operations may be amended from time to time as might be considered necessary by both Executive Authorities.

Article VII

Facilities to be provided for the Personnel

1. The professional advisers supplied by the Netherlands Party to the Project shall enjoy the privileges and facilities described in Article 4 of the Agreement.

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 official ruling rate of exchange for all their Netherlands remunerations i.e. external accounts;
- e. 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 professional advisers, agents or employees financed by the Netherlands Party 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 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 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.

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

Article VIII

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 Tanzania Party upon termination of the Project.

Article IX

Reporting

The Netherlands Team-leader together with the Tanzanian counterpart shall submit quarterly reports to both Executive Authorities in English on the progress made in the execution of the Project. On the termination of the Project an end of term report in English will be submitted to all parties involved 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 in consultation between both Parties shall be referred to the respective Governments in a way to be decided upon by the latter.

Article XI

Entry into Force and Duration

This Administrative Arrangement shall enter into force, with retroactive effect to the first of September, 1987, on the date of signature by both Parties and shall expire at the end of the period mentioned in Article I, paragraph 4, of this Arrangement or on the date on which the Project has been completed in conformity with the provision of this Arrangement and of the Schedule of Operations whichever date is the later.

DONE at Dar es Salaam, on the 23rd day of November 1987 in two originals in the English language.

For the Netherlands Minister for Development Cooperation:

(sd.) M. DAMME

Netherlands Ambassador

For the Tanzanian Minister of Finance and Economic Affairs and Planning

(sd.) G. RUTIHINDA

Principal Secretary Ministry of Finance, Economic Affairs and Planning

Het akkoord is op 23 november 1987 in werking getreden, met terugwerkende kracht vanaf 1 september 1987.

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 *tweeëntwintigste* april 1988.

De Minister van Buitenlandse Zaken,

H. VAN DEN BROEK