

# TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

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JAARGANG 1989 Nr. 147

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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 d.d. 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.

Bij brieven van 24 juni 1988 zijn de op 20 oktober en 23 november 1987 te Dar es Salaam tot stand gekomen administratieve akkoorden inzake het Tanzaniaans-Nederlandse Programma voor de ontwikkeling van het platteland en inzake de „Mbozi Maize Farm Ltd.” (teksten in *Trb.* 1988, 38) medegedeeld aan de Eerste en de Tweede Kamer der Staten-Generaal.

De in rubriek J hieronder afgedrukte administratieve 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.

G. INWERKINGTREDING

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

J. GEGEVENS

Zie, laatstelijk, *Trb.* 1988, 38.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 19 november 1987 te Dar es Salaam tussen de bevoegde Nederlandse en Tanzaniaanse autoriteiten een administratief akkoord tot stand gekomen inzake hulp aan de katoensector in het westelijk katoenbouwgebied, met inbegrip van steun aan „Pamba Engineering Limited (PEL)”. 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 for 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 extend their cooperation in the cotton sector;

Have entered into the following Administrative Arrangement:

#### Article I

##### *The Project*

1. The two Parties shall jointly execute a project to be known as "Assistance to the cotton sector in the Western Cotton Growing Area (WC GA) including support for Pamba Engineering Limited (PEL)".

2. The objectives of the Project are:
  - strengthening the operational viability of the cotton processing industry in the Western Cotton Growing Area of Tanzania;
  - the establishment and initial operation of PEL as a service organisation for the cotton processing industry.
3. The objectives mentioned in paragraph 2 shall be pursued by:
  - the supply of professional advisers;
  - the establishment of PEL as an independent company to be run on a commercial basis;
  - the supply of equipment and spare parts.
4. The aforesaid cooperation between the two Parties is planned to last two years.

## Article II

### *The Netherlands Contribution*

1. The Netherlands Party shall make the following contribution to the Project:
  - the provision of experts inclusive all costs of these experts and their dependants including those of 18 years and above as the case may be;
  - to bear part of the costs of the supply of the equipment and spare parts needed for the implementation of the Project.
2. The total value of the contribution to the Project by the Netherlands Party shall not exceed the amount of 20.600.000,- Dutch guilders.

## 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,
  - b. to provide sufficient office space for the duration of the Project;
  - c. to provide adequate housing facilities for the professional advisors supplied by the Netherlands Party;
  - d. to bear the local development and recurrent costs of the Project;
  - e. to bear part of the costs of the supply of the equipment and spare parts needed for the implementation of the Project;
  - f. to take the necessary measures for the establishment and operation of PEL in particular to allocate all foreign exchange

required for PEL and in general to take all other measures which will facilitate cooperation between the Parties.

2. The value of the Tanzanian contribution is estimated at 10.600.000,- Tanzanian shillings.

#### 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 Tanzanian Cotton Marketing Board as the Tanzanian Executive Authority, in charge of the implementation of the Project until PEL has been established. After the establishment of PEL, this organisation will be charged with 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 or institutions delegated and of the extent of such delegation.

#### Article V

##### *The Team-Leader*

The Netherlands Party shall appoint a Team-Leader who shall be responsible to the Netherlands Executive Authority for the correct implementation of the Netherlands contribution. The Team-Leader shall act in close consultation with the Tanzanian Executive Authority and respect the operational instructions given by the said Authority to the Tanzanian personnel. The Tanzanian Executive Authority shall provide the Team-Leader 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 monitoring and evaluation of the Project.

The Plan of Operations shall include a specified budget concerning each item of the contribution of either Party, a timetable 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 in common agreement between the 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 most favourable 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 necessary for the execution of the Project.

2. All equipment and supplies provided by the Netherlands Party as under the Project shall become the property of the Tanzanian 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 the English language on the progress made in the execution of the Project. On the termination of the Project a final report in the English language will be submitted to all the 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 July 1986, 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 19th 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 for Finance and Economic Affairs and Planning*

(sd.) G. RUTIHINDA

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Het akkoord is op 19 november 1987 in werking getreden, met terugwerkende kracht vanaf 1 juli 1986.

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 het Project betreffende de graanoverslagfaciliteit te Dar es Salaam. 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,

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 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 in the "Grain Terminal Project"

Have entered into the following Administrative Arrangement

#### Article I

##### *The Project*

1. The two Parties shall jointly execute a project to be known as "the Grain Terminal Project Dar es Salaam", hereinafter referred to as "the Project".

2. The objectives of the Project are:  
– the rehabilitation and modernization of the Port of Dar es Salaam by way of provision of grain handling facilities.

3. The objectives mentioned in paragraph 2 shall be pursued by:  
– the supply of professional advisers;  
– the supply of transport and equipment.

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

#### Article II

##### *The Contribution by the Netherlands Party*

1. As its contribution to the Project the Netherlands Party undertakes the provision of consultancy services.

2. The total value of the aforementioned contribution to the Project by the Netherlands Party shall not exceed the amount of 6,336,000 Dutch guilders, and does not include a financial grant of 36,858 million guilders for construction costs.



### Article III

#### *The 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;
  - b. to bear the local development and recurrent costs of the Project;
  - c. in general to take all other measures which will facilitate co-operation between the Parties.
2. The value of the Tanzanian contribution is estimated at 820,000,000 Tanzanian shillings.

### Article IV

#### *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 in charge of the Project.
2. The Tanzania Party shall appoint the Tanzania Harbour Authority 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 organizations.  
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 Team-Leader*

The Netherlands Party shall appoint a Team-Leader, who shall be responsible to the Netherlands Executive Authority for the correct implementation of the Netherlands contribution. The Team-Leader shall act in close consultation with the Tanzanian Executive Authority and respect the operational instructions given by the said Authority to the Tanzanian personnel. The Tanzanian Executive Authority shall provide the Team-Leader 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 timetable 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 in common agreement between the 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 most favourable 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 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 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 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 necessary for the execution of the Project.

2. All equipment and supplies provided by the Netherlands Party as under the Project shall become the property of the Tanzanian 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 the English language on the progress made in the execution of the Project.

On the termination of the Project a final report in the English language 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*

The Administrative Arrangement shall enter into force, with retroactive effect to the first of July 1986, 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<sup>1)</sup> 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 Co-operation*

(sd.) M. DAMME

Netherlands Ambassador

*For the Tanzanian Minister of Finance, Economic Affairs and Planning*

(sd.) G. RUTIHINDA

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Het akkoord is op 23 november 1987 in werking getreden, met terugwerkende kracht vanaf 1 juli 1986.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 15 december 1988 te Dar es Salaam tussen de bevoegde Nederlandse en Tanzaniaanse autoriteiten een administratief akkoord tot stand gekomen inzake het Project betreffende het onderzoek naar kleinschalige landbouwmethodes in Lake Zone. 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",

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<sup>1)</sup> Lees: Plan.

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",

Having decided to cooperate in the field of agricultural research, specifically on farming systems,

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 entered into the following Administrative Arrangement:

#### Article I

##### *The Project*

1. The two Parties make concerted efforts in executing a project to be known as "Farming Systems Research Project, Lake Zone Tanzania", hereinafter referred to as "the Project".

2. The general aim of the Project is to increase the productivity and sustainability of local farming systems in the Lake Basis Zone in order to stabilize and increase household's incomes. Attention will be focused on the crop (food and cash) and animal production sub-systems and their interrelations.

The specific objectives are:

– to contribute to the generation of recommendations, which are appropriate to the needs of small-scale farmers;

– to test presently available agricultural technologies on suitability to local farming circumstances using onfarm experiments.

3. This aim shall be pursued by the provision of consultancy services.

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

## Article II

*The Contribution by the Netherlands Party*

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

- the provision of three experts and one volunteer;
- the provision of short-term consultancies;
- the provision of short and long-term training courses for the Tanzanian counterpart staff;
- the provision of necessary equipment and furniture for offices and staff houses;
- the provision of five vehicles and four motor cycles, including funds for maintenance and operation.

2. The total value of the contribution to the Project by the Netherlands Party shall not exceed the amount of 6,378,592 Dutch guilders.

## Article III

*The Contribution by the Tanzanian Party*

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

- the provision of the necessary counterpart staff;
- the provision of office space and equipment and secretarial support to the Netherlands team members;
- the provision of funds for short-term in country training of Tanzanian staff.

2. The value of the Tanzanian contribution is estimated at 9,944,000 Tanzanian shillings.

## 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 Tanzania Agricultural Research Organization as the Tanzanian Executive Authority in charge of the implementation of the Project.

3. The above mentioned Netherlands Executive Authority shall be represented in Tanzania, as far as the day to day operations under the Project are concerned, by the Netherlands Team-Leader.

## Article V

*Delegation*

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

## Article VI

*The Team-Leader*

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

## Article VII

*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 Netherlands staff;
  - their job descriptions;
  - the duration of the 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 in common agreement between the Executive Authorities.

## Article VIII

*Status of the Expatriate Staff*

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 the work;
- c. free movement, whether within or to or from the country;
- d. the most favourable rate of exchange for all the Netherlands remunerations, being the ruling rate approved by the Bank of Tanzania;
- 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 the 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 by 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, on 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 professional advisers shall enjoy the same medical and dental facilities at Government hospitals as are provided for Tanzanian Government officials of comparable rank.



## Article IX

*Status of the Netherlands Equipment and Materials*

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. The ownership of all equipment and materials supplied by the Netherlands Party will be transferred to the Tanzanian Party at the time the cooperation between the two Parties on the Project will be terminated.

## Article X

*Reporting*

The Netherlands Team-Leader shall submit six-monthly reports in the English language on the progress made on the execution of the Project to both Executive Authorities. At the termination of the Project the Team-Leader shall submit a final report in the English language on all aspects of the work done in connection with the Project to all parties involved.

## Article XI

*Evaluation*

At the end of 1990, the Executive Authorities shall evaluate the Project.

## Article XII

*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 said Governments.

## Article XIII

*Entry into Force and Duration*

This Administrative Arrangement shall enter into force on June 1st, 1988, 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 Plan of Operations, whichever date is the later.

DONE at Dar es Salaam on the 15th day of December 1988 in two originals in the English language.

*For the Netherlands Minister for Development Cooperation*

(sd.) M. DAMME

*For the Tanzanian Minister of Finance, Economic Affairs and Planning*

(sd.) CLEOPA DAVID MSUYA

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Het akkoord is op 1 juni 1988 in werking getreden.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 15 december 1988 te Dar es Salaam tussen de bevoegde Nederlandse en Tanzaniaanse autoriteiten een administratief akkoord tot stand gekomen inzake hulp aan de landbouwvoorlichtingsdienst in de districten Shinyanya en Kahama. 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 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",

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 in the agricultural sector;

Having entered into the following Administrative Arrangement:

#### Article I

##### *The Project*

1. The two Parties shall jointly execute a project to be known as "Assistance to Agricultural Extension in Shinyanga and Kahama Districts".

2. The objectives of the Project are:

- the establishment of a modified training and visit extension model and the implementation of this model within the structure of the Ministry of Agriculture and Livestock Development;
- the improvement of farming practices by 1200 contract farmers with the assistance of training and supervision of village extension workers.

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

- the supply of a professional adviser;
- the supply of transport and field equipment.

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

#### Article II

##### *The Contribution by the Netherlands Party*

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

- The provision of experts inclusive all costs of these experts and their dependants including those of 18 years and above as the case may be;
- to bear part of the costs of the supply of the equipment needed for the implementation of the Project.

2. The total value of the contribution to the Project by the Netherlands Party shall not exceed the amount of 838.600,- Dutch guilders, not including the contribution of the Netherlands Development Organization.

## Article III

*The Contribution by the Tanzanian Party*

1. As its contribution to the Project the Tanzanian Party undertakes:
  - a. to provide the adviser supplied by the Netherlands Party with adequate qualified counterpart staff;
  - b. to provide sufficient office space for the duration of the Project;
  - c. to provide adequate housing facilities for the professional advisers supplied by the Netherlands Party;
  - d. to bear the local development and recurrent costs of the Project;
  - e. to bear part of the costs of the supply of the field equipment;
  - f. in general to take all other measures which will facilitate cooperation between the Parties.
2. The value of the Tanzanian contribution is estimated at 2,284,000-- Tanzanian shillings.

## 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 Ministry of Agriculture and Livestock Development 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 or institution delegated and of the extent of such delegation.

## Article V

*The Team-Leader*

The Team-Leader assigned by the Netherlands Party shall be responsible to the Netherlands Executive Authority for the correct implementation of the Netherlands contribution. The Team-Leader shall act in close consultation with the Tanzanian Executive Authority and respect the operational instructions given by the said Authority to the Tanzanian personnel. The Tanzanian Executive Authority shall provide the Team-Leader with any information that may be consid-

ered 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 the 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 in common agreement between the 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 the 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, being the ruling rate approved by the Bank of Tanzania;
- 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 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 by 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, on 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 3a) and 3 b) of this Article.

4. The professional advisers shall enjoy the same medical and dental facilities 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 will become the property of the Tanzanian 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 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

*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 said Governments.

## Article XI

*Entry into Force and Duration*

This Administrative Arrangement shall enter into force, with retroactive effect to the first of July 1986, 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 Plan of Operations, whichever date is the later.

DONE at Dar es Salaam on the 15th Day of December 1988 in two originals in the English language.

*For the Netherlands Minister for Development Cooperation*

(sd.) M. DAMME

*For the Tanzanian Minister of Finance, Economic Affairs and Planning*

(sd.) CLEOPA DAVID MSUYA

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Het akkoord is op 15 december 1988 in werking getreden, met terugwerkende kracht vanaf 1 juli 1986.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 15 december 1988 te Dar es Salaam tussen de bevoegde Nederlandse en Tanzaniaanse autoriteiten een administratief akkoord tot stand gekomen inzake de verbetering van de inheemse veeteelt in de regio Kagera. 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 Administra-

tive 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”,

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 Kagera Indigenous Livestock Improvement Programme;

Having entered into the following Administrative Arrangement:

#### Article I

##### *The Project*

1. The two Parties shall jointly execute a project to be known as “Kagera Indigenous Livestock Improvement Programme” hereinafter referred to as “the Project”.
2. The objectives of the Project are:
  - increasing the total amount of livestock products and the productions of food and cash crops in the region;
  - a more equal distribution of livestock among the population in the region.
3. The objectives mentioned in paragraph 2 shall be pursued by:
  - the supply of a professional adviser;
  - the supply of transport, veterinary drugs and equipment.
4. The aforesaid cooperation between the two Parties is planned to last two years.



## Article II

*The Contribution by the Netherlands Party*

1. The Netherlands Party shall make the following contribution to the Project:
  - technical assistance
  - training
  - provision of equipment.
2. The total value of the contribution to the Project by the Netherlands Party shall not exceed the amount of 2,555,000.- Dutch guilders.

## Article III

*The Contribution by the Tanzanian Party*

1. As its contribution to the Project the Tanzanian Party undertakes:
  - a. to provide the adviser supplied by the Netherlands Party with adequate qualified counterpart staff;
  - b. to bear, the local development and recurrent costs of the Project;
  - c. in general to take all other measures which will facilitate cooperations between the Parties.
2. The value of the Tanzanian contribution is originally estimated at 26,000,000.- Tanzanian Shillings.

## Article IV

*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 in charge of the Project.
2. The Tanzanian Party shall appoint the Tanzania Regional Livestock Development Officer, Kagera, 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 or institutions delegated and of the extent of such delegation.

## Article V

*The Team-Leader*

The Team-Leader assigned by the Netherlands Party shall be responsible to the Netherlands Executive Authority for the correct implementation of the Netherlands contribution. The Team-Leader shall act in close consultation with the Tanzanian Executive Authority and respect the operational instructions given by the said Authority to the Tanzanian personnel. The Tanzanian Executive Authority shall provide the Team-Leader 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 the 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 timetable 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 in common agreement between the Executive Authorities.

## Article VII

*Facilities to be provided for the Personnel*

1. The professional adviser 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 adviser:

- a. the prompt issuance without cost of necessary visas, licences and (work) permits;
- b. free movement, whether within or to or from the country;

c. the most favourable rate of exchange for all the Netherlands remunerations, being the ruling rate approved by the Bank of Tanzania;

d. exemption from national service obligations;

e. immunity from legal action in respect of any words spoken or written and in respect of any acts performed in the 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 the individual mentioned during the operations governed by or undertaken by 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, on 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 the individual 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 adviser shall enjoy the same medical and dental facilities 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.

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DONE at Dar es Salaam on the 15th day of December 1988 in two originals in the English language.

*For the Netherlands Minister for Development Cooperation*

(sd.) M. DAMME

*For the Tanzanian Minister of Finance, Economic Affairs and Planning*

(sd.) CLEOPA DAVID MSUYA

---

Het akkoord is op 15 december 1988 in werking getreden, met terugwerkende kracht vanaf 1 juli 1986.

Uitgegeven de *derde* november 1989.

*De Minister van Buitenlandse Zaken,*

H. VAN DEN BROEK

## INHOUD

	Blz.
A. TITEL . . . . .	1
B. TEKST . . . . .	1
C. VERTALING . . . . .	1
D. PARLEMENT . . . . .	1
G. INWERKINGTREDING . . . . .	1
J. GEGEVENS . . . . .	2
Administratief akkoord inzake hulp aan de katoensector in het westelijk katoenbouwgebied, met inbegrip van steun aan „Pamba Engineering Limited (PEL)” . . . . .	2
Administratief akkoord inzake het Project betreffende de graanoverslagfaciliteit te Dar es Salaam . . . . .	7
Administratief akkoord inzake het Project betreffende het onderzoek naar kleinschalige landbouwmethodes in Lake Zone . . . . .	12
Administratief akkoord inzake hulp aan de landbouwvoor- lichtingsdienst in de districten Shinyanya en Kahama . . . . .	18
Administratief akkoord inzake de verbetering van de in- heemse veeteelt in de regio Kagera . . . . .	23

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