

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1990 Nr. 105

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 en, laatstelijk, *Trb.* 1989, 147.

Bij brieven van 21 december 1989 zijn de in rubriek J van *Trb.* 1989, 147 afgedrukte administratieve akkoorden medegedeeld aan de Eerste en de Tweede Kamer der Staten-Generaal.

Het in rubriek J hieronder afgedrukte administratief akkoord behoeft 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 *Trb.* 1967, 27, *Trb.* 1969, 38, *Trb.* 1970, 88, *Trb.* 1971, 164, *Trb.* 1972, 126, *Trb.* 1973, 161, *Trb.* 1974, 172, *Trb.* 1982, 186, *Trb.* 1985, 19, *Trb.* 1987, 170, *Trb.* 1988, 38 en *Trb.* 1989, 147.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 12 februari 1990 te Dar es Salaam tussen de bevoegde Nederlandse en Tanzaniaanse autoriteiten een administratief akkoord tot stand gekomen inzake het Project betreffende de Katoenontpittingsfabriek en inzake het Project betreffende technische hulp aan de katoensector. De tekst van het akkoord luidt als volgt:

Administrative Arrangement

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

and

the Minister of Finance of the United Republic of Tanzania, being the competent Tanzanian Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Tanzanian Party",

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

Have entered into the following Administrative Arrangement:

Article I

The Project

1. The two Parties shall make concerted efforts in executing a project to be known as "the Ginnery Capital Development Project", and the "Cotton Assistance Project", hereinafter referred to as "the Projects".

2. The general aims of the Project are:

– to increase ginning capacity in the Western Cotton Growing Area with 82,250 bales per six months through the construction of 3 new ginneries at Bulamba, Manawa and Mwanhuzi;

- to increase the operational efficiency and output as well as improved product quality of the cotton processing sector through the services of Pamba Engineering Ltd. (P.E.L.).

3. These aims shall be pursued by the provision of technical and financial assistance.

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

Article II

The Netherlands Contribution

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

a. The Ginnery Capital Development Project:

- the provision of technical assistance at 5,6 million Dutch guilders;

- the provision of import support at 29,5 million Dutch guilders.

b. The Cotton Assistance Project:

- the provision of technical assistance at 8,0 million Dutch guilders;

- the provision of import support at 20,9 million Dutch guilders.

2. The total value of the above mentioned Netherlands contribution with respect to technical assistance shall not exceed the amount of 13,600,000 Dutch guilders (not included import support of 50,400,000 Dutch guilders).

Article III

The Tanzanian Contribution

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

a. In general:

- provide the Netherlands staff with adequate qualified counterpart staff;

- provide sufficient office space and adequate housing facilities for the Netherlands staff for the duration of the Projects;

- bear the local development and recurrent costs of the Projects;

b. To the Ginnery Capital Development Project:

- provide the equivalent of around 7 million Dutch guilders in Tanzanian shillings for the rehabilitation of the cotton godowns at the Manawa site and the local construction costs at the Bulamba and Mwanhuji sites, being not less than 20% of the Netherlands contribution;

– provide 25,4 million Tanzanian shillings for the training and supervision purposes;

– provide a waiver of import duties and sales tax on the ginnery equipment, building materials as well as on the equipment and materials used for construction purposes.

c. To the Cotton Assistance Project:

– bear local costs of expatriates, the ginnery rehabilitation and an allocation to P.E.L., all up to respectively Tsh. 41,1 million, US\$ 4,1 million and US\$ 11,5 million. This foreign exchange contribution to P.E.L. is part of the costs of the supply of equipment and spare parts for the implementation of the Project.

2. The total value of the Tanzanian contribution is estimated at 66,5 million Tanzanian shillings, US\$ 15,6 million and 7 million Dutch guilders.

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 Tanzanian Cotton Marketing Board as the Tanzanian Executive Authority in charge of the implementation of the Projects on behalf of the Ministry for Local Government, Co-operatives and Marketing.

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-leaders.

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 Authorities 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-leaders

The Team-leader assigned by the Netherlands Party to the Cotton Assistance Project and the Team-leader (Senior Engineer) assigned to the Ginnery Capital Development Project shall be responsible to the Netherlands Executive Authority for the correct implementation of the Netherlands contribution. They 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-leaders with any information that may be considered necessary for the execution of the Projects.

Article VII

Plan of Operations

1. The Executive Authorities shall establish in common agreement a Plan of Operations which will indicate in detail:
 - the contributions of either Party;
 - the number and duties of the Netherlands and Tanzanian staff and their job descriptions;
 - a time-table;
 - a description of the equipment and materials to be made available;
 - the monitoring and evaluation of the Project.
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 Netherlands staff supplied by the Netherlands Party to the Project shall enjoy the privileges and facilities described in Article 4 of the Agreement.
2. The Tanzanian Party shall guarantee the following with respect to the Netherlands staff:
 - 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 official rate of exchange for all their Netherlands remunerations;

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 their official capacity.

3. a. The Tanzanian Party shall indemnify and hold harmless the Netherlands Party and the Netherlands staff, 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 party and shall abstain, on its part, from making any claim or instituting any action for extra-contractual civil liability.

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 Netherlands staff 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 co-operation between the two Parties on the Project will be terminated.

Article X

Reporting

The Netherlands Team-leaders shall submit at least every six months a report in the English language on the progress made on the execution of the Projects to both Executive Authorities. At the termination of the Projects the Team-leaders shall submit a final report in the English language on all aspects of the work done in connection with the Projects to all parties involved.

Article XI

Evaluation

At the end of 1989 and 1990 the Executive Authorities shall evaluate the Projects.

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 latter.

Article XIII

Entry into Force and Duration

This Administrative Arrangement shall enter into force with retroactive effect to July 1st, 1988, 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 12th day of February 1990 in two originals in the English language.

For the Netherlands Minister for Development Co-operation

(sd.) M. DAMME

M. Damme
Ambassador of the Netherlands

The Tanzanian Minister of Finance:

(sd.) C. D. MSUYA

C. D. Msuya

Het akkoord is op 12 februari 1990 in werking getreden, met terugwerkende kracht vanaf 1 juli 1988.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 30 maart 1990 te Dar es Salaam tussen de bevoegde Nederlandse en Tanzaniaanse autoriteiten een administratief akkoord tot stand gekomen inzake Programma's voor drinkwater en sanitatie voor de regio's Morogoro en Shinyanga. De tekst van het akkoord luidt als volgt:

Administrative Arrangement

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

and

the Minister of Finance of the United Republic of Tanzania, being the competent Tanzanian Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Tanzanian Party",

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

Have entered into the following Administrative Arrangement:

Article I

The Project

1. The two Parties shall make concerted efforts in executing a project to be known as "Rural Water and Sanitation Programmes Morogoro and Shinyanga Regions", hereinafter referred to as "the Project".

2. The general aims of the Project are:

- to develop a village-based, district-supported system for the operation and maintenance of rural water supply facilities;
- to promote community development, through the participation of the village communities in all stages of water supply, planning and implementation, enhancing selfreliance and sustainability;
- to promote sanitary conditions through health education and sanitation;
- to develop the capacity of the districts to undertake rehabilitation of village water supplies and to strengthen the capacity of the regions to assist the districts;
- to develop the capacity of the districts and the regions to plan, design and implement new construction of rural supplies.

3. These aims shall be pursued by the provision of technical and financial assistance.

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

Article II

The Netherlands Contribution

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

- a team of experts;
- necessary backstopping;
- financial assistance for the implementation of the programmes of the Project.

2. The total value of the above mentioned Netherlands contribution shall not exceed the amount of 3,5 million Dutch guilders, which does not include a grant of 7,0 million Dutch guilders for financial assistance.

Article III

The Tanzanian Contribution

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

- a. Implementation personnel at field and district level.
- b. Necessary support and expertise from the regional level to support implementation at district and fields levels.
- c. Local financial contribution to meet personel emoluments under a and b above.
- d. Financing of other costs to be determined annually in order to finalize projects started under the previous Netherlands support in the sector.
- e. Out of station allowances as from 1990 for the programme implementors and regional support staff.

2. The value of the Tanzanian contribution is estimated at T.Shs. 120.000.000,- for 1988/89 and 1989/90 and will increase substantially for the two regions as from 1990/91 to include T.Shs. 26.000.000,- for running cost of transport means and T.Shs. 18.000.000,- for field allowances.

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 Ministry of Water Development 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 Authorities 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

Plan of Operations

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

- the contributions of either Party;
- the number and duties of the Netherlands and Tanzanian staff and their job descriptions;
- a time-table;
- a description of the equipment and materials to be made available;
- the monitoring and evaluation of the Project.

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 Netherlands staff 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. 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 staff, 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 party and shall abstain, on its part, from making any claim or instituting any action for extra-contractual civil liability.

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 Netherlands staff 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 at least every six months a report 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 1989 and at the end of the Project 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 latter.

Article XIII

Entry into Force and Duration

This Administrative Arrangement shall enter into force with retroactive effect to July 1st, 1988, 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 30th day of March, 1990, in two originals in the English language.

For the Netherlands Minister for Development Co-operation

(sd.) M. DAMME

M. Damme
Ambassador of the Netherlands

The Tanzanian Minister of Finance

(sd.) S. A. KIBONA

S. A. Kibona

Het akkoord is op 30 maart 1990 in werking getreden, met terugwerkende kracht vanaf 1 juli 1988.

Uitgegeven de vierentwintigste juli 1990.

De Minister van Buitenlandse Zaken a.i.,

J. E. ANDRIESSEN