

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1990 Nr. 18

A. TITEL

*Overeenkomst tussen het Koninkrijk der Nederlanden en de
Coöperatieve Republiek Guyana inzake Tropenbos, het programma van
onderzoek en ontwikkeling in vochtige tropenbos-landen;
Paramaribo, 22 december 1989*

B. TEKST

**Agreement between the Kingdom of the Netherlands and the
Cooperative Republic of Guyana concerning Tropenbos, the research
and development programme in humid tropical forest lands**

The Government of the Kingdom of the Netherlands and the
Government of the Cooperative Republic of Guyana (hereinafter
referred to as the "Contracting Parties"),

Recognizing the danger of continuing deterioration of humid
tropical forest lands in the world, and the important role of research,
education, training and extension to facilitate the actions needed to
reduce degradation and deforestation in order to increase the devel-
opment of humid tropical forest lands;

Recognizing that there is a need for scientific knowledge within
states with tropical forests to facilitate their efficient management,
utilisation and development of such forests for their people;

Considering the initiative of the Government of the Kingdom of the
Netherlands in promoting an internationally, coordinated research
and development programme on humid tropical forest lands, called
Tropenbos;

Considering the need and desirability to establish such a research and development programme in Guyana;

Have agreed as follows:

Article I

1. The Contracting Parties shall make concerted efforts to promote and execute Tropenbos in Guyana.

2. The Tropenbos programme of activities in Guyana agreed upon by the Committee established under Article IV shall form part of the Government of Guyana's programme under the Tropical Forestry Action Plan to conserve, develop and manage its humid tropical forest lands for the benefit of its people.

Article II

The aims of Tropenbos in Guyana are:

a) to gather the vital information needed to prepare sound plans to conserve and to develop the humid tropical forest lands of Guyana;

b) to participate in a world-wide network to ensure that the vital information gained is readily available to Guyana and to all other concerned parties;

c) to stimulate participation of third parties in the Tropenbos programme of activities in Guyana in consultation between the Contracting Parties.

Article III

The following activities will be conducted:

a) research;

b) establishing and participating in an international computerized data network;

c) education and training by exchange of experts, students and expertise;

d) information exchange through joint publications and extension services;

e) strengthening scientific infrastructure, both nationally and internationally;

f) seminars, workshops and technical missions;

g) encouraging joint activities with third parties in implementing and expanding programme activities;

h) other activities as agreed upon between the Contracting Parties.

Article IV

1. The Minister responsible for Forestry in Guyana shall establish a Tropenbos Committee for Guyana (hereinafter referred to as the Committee) which shall consist of not more than fifteen (15) members.

2. The Minister responsible for Forestry in Guyana will be responsible for the appointment of twelve (12) members of the Committee including the Chairman and the Secretary. The Secretary may be appointed from among the members of the Committee. The Committee shall include a representative from the Guyana Forestry Commission, Guyana Natural Resources Agency, University of Guyana, Institute of Applied Science and Technology, Department of International Economic Cooperation, Department of Lands and Surveys, Ministry of Agriculture, Ministry of Regional Development, Ministry of Education, Ministry of Communications and Works and the Guyana Agency for Health Sciences Education, Environment and Food Policy.

3. The Tropenbos Foundation will be responsible for the nomination of three (3) members of the Committee, namely, the Tropenbos Director, the Location Scientific Coordinator and a representative of the Royal Netherlands Embassy at Paramaribo (Suriname).

4. Within the framework of this Agreement the Committee shall:

a) recommend to the Contracting Parties the acceptance for funding of proposed activities and supporting administrative arrangements to be signed by the nominees of the Contracting Parties. The ensuing arrangements will stipulate the specific contributions financial and kind - each Contracting Party will make to agreed activities.

b) supervise all activities;

c) ensure that the programme activities are independently evaluated;

d) regularly report on progress made to the Contracting Parties.

5. The Committee shall meet at least twice (2) a year.

6. The Committee shall establish sub-committees from among the members of the Committee. Each sub-committee will be concerned either with individual Tropenbos activities or with coherent activities on a particular location. Sub-committees will invite representatives of cooperating agencies to deliberate with them. The sub-committees so appointed shall advise on Tropenbos activities and proposals for projects and the necessary supporting administrative arrangements to the Committee.

7. The Committee shall establish for each location of programme activities in Guyana a working group which shall include regional authorities and the representatives of the institutions and organizations that are involved in the activities.

Article V

All expenditure will be agreed upon by the Contracting Parties according to the standard procedures in the respective countries, on the basis of the Committee's recommendations, which should form a coherent plan of activities.

Article VI

1. The Government of Guyana for the purpose of executing the activities for the Tropenbos research programme in Guyana, shall exempt foreign personnel and their dependants from all resident and local personal taxes and levies, including taxes on the person such as departure and travel voucher taxes and travel taxes and taxes imposed on personal income, whether such income arises outside of Guyana, or from allowances paid to them by the Government of Guyana as provided within this Agreement or any other subsidiary arrangement.

2. The Government of Guyana shall exempt from import duties, customs tariffs and all other duties, taxes, charges or levies on motor vehicles, technical and professional equipment, products, materials, supplies and other goods imported into Guyana for projects associated with the Tropenbos programme activities in Guyana.

The exemption set out above shall apply also to foreign personnel and their dependants with respect to new or used personal and domestic effects (including household electrical appliances) imported into Guyana within six (6) months of arrival in Guyana.

In the event of fire or theft, or the termination of the useful life of such effects, this privilege may be re-exercised at any time during the assignment period upon verification of such occurrence by an appropriate authority.

The sale or disposal of the above items shall be subject to the regulations of the Government of Guyana in force governing the sale or disposal of such items.

3. Each member of the foreign personnel employed for the purpose of executing the Tropenbos programme activities in Guyana may import or export, free of any import duties, customs tariffs, sales and purchase tax and any other duties, taxes or charges, one (1) motor vehicle for personal use within six (6) months of the arrival in Guyana of the personnel. This privilege may also be exercised every three years from the date when it is first granted. However, in the event of fire, theft, accident, or act of God, causing major damage to the motor vehicle, this privilege may be re-exercised at any time during the assignment period and upon verification of such occurrences by an appropriate authority. The sale or disposal of such a motor vehicle shall be subject to the regulations of the Government of Guyana in force governing the sale or disposal of such motor vehicles.

4. The Government of Guyana shall grant to the foreign personnel employed for the purpose of executing the Tropenbos research programme in Guyana, facilities for the opening and maintenance of external accounts in any commercial bank in Guyana, and the balance on such an account shall be freely transferable.

5. The Government of Guyana shall exempt each member of the foreign personnel or their dependants from national service obligations.

6. All personnel connected with Tropenbos programme activities shall enjoy full academic freedom in respect of the subject of their professional activities in the programme.

7. Each member of the foreign personnel and their family shall be subject to the local immigration laws and regulations.

8. Each member of the foreign personnel and their family shall be subject to the local laws and regulations.

9. The Government of Guyana shall in a timely manner provide without cost:

a) all permits, licenses and other documents, necessary to enable all personnel employed in the execution of the Tropenbos research programme to carry out their respective functions. The foregoing does not include licences, permits and any other documentation required by personnel for their use of personal articles;

b) all necessary visas for the foreign personnel and their dependants involved in the Tropenbos programme activities and all import or export permits, as the case may be for their personal effects and for supplies, goods, materials, professional and technical equipment required for the execution of projects;

c) published and unclassified reports, records, statistics and other information relating to projects and likely to assist the personnel in carrying out their duties.

Article VII

1. This Agreement shall enter into force on the date on which the Government of the Kingdom of The Netherlands and the Government of the Cooperative Republic of Guyana have informed each other in writing that the constitutional requirements in their respective countries have been complied with.

2. This Agreement shall be valid for a term of four years and upon expiry shall be renewable by tacit for similar periods, unless one of the Governments notifies the other at least six (6) months before expiry of the current period of its intention to terminate the Agreement.

3. This Agreement may be amended at any time by mutual agreement of the Contracting Parties.

4. Any fundamental change in the structure, organization and programme of Tropenbos may require renegotiation of the terms of this Agreement.

5. As regards the Kingdom of the Netherlands this Agreement shall apply to the Kingdom in Europe only.

Article VIII

If this Agreement lapses whilst there are ongoing projects, the provisions will still apply until the implementation of separate projects, as stipulated in the agreed administrative arrangements, are completed.

IN WITNESS WHEREOF the undersigned representatives, duly authorized thereto, have signed the present Agreement.

DONE at Paramaribo, on this 22nd day of December 1989, in duplicate in the English language.

For the Government of the Kingdom of the Netherlands,

(sd.) B. R. KÖRNER

B. R. Körner
Chargé d'Affaires a.i.

For the Government of the Cooperative Republic of Guyana,

(sd.) D. A. ABRAMS

D. A. Abrams
Ambassador Extraordinary and Plenipotentiary

D. PARLEMENT

De Overeenkomst behoeft ingevolge artikel 91 van de Grondwet de goedkeuring van de Staten-Generaal, alvorens het Koninkrijk aan de Overeenkomst kan worden gebonden.

G. INWERKINGTREDING

De bepalingen van de Overeenkomst zullen ingevolge artikel VII,

eerste lid, in werking treden op de datum waarop de beide Regeringen elkaar schriftelijk ervan in kennis hebben gesteld dat in hun onderscheiden landen aan de constitutionele vereisten is voldaan.

De Overeenkomst zal echter ingevolge bij de ondertekening afgelegde verklaringen (zie rubriek J hieronder) voorlopig worden toegepast vanaf 22 december 1989.

Wat het Koninkrijk der Nederlanden betreft, zal de Overeenkomst ingevolge artikel VII, vijfde lid, alleen voor Nederland gelden.

J. GEGEVENS

Op 22 december 1989 zijn de volgende verklaringen afgelegd door de beide Regeringen:

Nr. I

Nr. 236G

Paramaribo, December 22, 1989

Sir,

On the occasion of the signature of the Agreement between the Kingdom of the Netherlands and the Cooperative Republic of Guyana concerning Tropenbos, the research and development programme in humid tropical forest lands, I have the honour to declare that the Kingdom of the Netherlands (the part that is situated in Europe) shall apply the above-mentioned Agreement provisionally, pending the entry into force of the Agreement as provided in its Article VII, first paragraph.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

(sd.) B. R. KÖRNER

B. R. Körner
Chargé d'Affaires a.i.

*His Excellency D. A. Abrams
Ambassador Extraordinary and
Plenipotentiary of the
Cooperative Republic of Guyana
Paramaribo*

Nr. II

REF: NO: GES: 50/1

Paramaribo, December 22, 1989

Sir,

On the occasion of the signature of the Agreement between the Cooperative Republic of Guyana and the Kingdom of the Netherlands concerning Tropenbos, the research and development programme in humid tropical forest lands, I have the honour to declare that the Cooperative Republic of Guyana shall apply the above-mentioned Agreement provisionally, pending the entry into force of the Agreement as provided in its Article VII, first paragraph.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

(sd.) D. A. ABRAMS

D. A. Abrams,
Ambassador Extraordinary
and Plenipotentiary

*The Honourable
Mr. B. R. Körner
Chargé d'Affaires a.i.
Embassy of the Kingdom of the Netherlands
Paramaribo
Suriname*

Uitgegeven de vijfentwintigste januari 1990.

De Minister van Buitenlandse Zaken,

H. VAN DEN BROEK