

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1991 Nr. 186

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, laatstelijk, *Trb.* 1990, 105.

Bij brieven van 23 januari 1991 zijn de in rubriek J van *Trb.* 1990, 105 afgedrukte administratieve akkoorden medegegedeeld aan de Eerste en de Tweede Kamer der Staten-Generaal.

De in rubriek J hieronder afgedrukte administratieve akkoorden behoeven ingevolge artikel 91, juncto additioneel artikel XXI, eerste lid, onderdeel b, van de Grondwet en 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, *Trb.* 1989, 147 en *Trb.* 1990, 105.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 30 augustus 1990 te Dar es Salaam tussen de bevoegde Nederlandse en Tanzaniaanse autoriteiten een administratief akkoord tot stand gekomen inzake het Tanzania-Nederland Onderzoekproject naar Aids en de infectie met het HIV-virus in het gebied rond Mwanza. 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",

Having 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 "Tanzania - Netherlands Research Project on Aids and HIV infection in the Mwanza Region", hereinafter referred to as "the Project".

2. The general aim of the Project is to contribute to the development of appropriate and effective control methods for the reduction of HIV transmission.

3. This aim shall be pursued by the provision of research personnel and the supply of equipment and spare parts.

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:

- the provision of expatriate staff;
- the provision of equipment and spare parts;
- the strengthening of research capacity and regional health care delivery system.

2. The total value of the above mentioned Netherlands contribution shall not exceed the amount of 4,717,648.-- Dutch guilders.

Article III

The Tanzanian Contribution

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

- the provision of research staff;
- the provision of laboratory-space and offices.

2. The value of the Tanzanian contributions is estimated at 15 mln 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 Ministry of Health 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 will 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. 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 above, 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 unless both Parties decide to give another destination to the equipment and materials.

Article X

Reporting

The Netherlands Team-leader shall submit at least every six months a report in the English language on the progress made in 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

In February 1991 the Executive Authorities shall have the Project reviewed.

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 on April 15, 1990, 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 30th day of August, 1990 in two originals in the English language.

For the Netherlands Minister for Development Co-operation

(sd.) A. E. DE BIJLL NACHENIUS

Ms. A. E. de Bijll Nachenius
Chargé d'Affaires

The Tanzanian Minister for Finance

(sd.) S. A. KIBONA

S. A. Kibona

Het akkoord is op 15 april 1990 in werking getreden.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 30 augustus 1990 te Dar es Salaam tussen de bevoegde Nederlandse en Tanzaniaanse autoriteiten een administratief akkoord tot stand gekomen inzake de Nationale Dienst voor bodemonderzoek (NSS). 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 National Soil Service (NSS), hereinafter referred to as "the Project".
2. The general aim of the Project is to give institutional support to the National Soil Service.
3. This aim shall be pursued by the provision of consultancies, means of transport, equipment for laboratories and a training and education programme.
4. The aforesaid co-operation between the two Parties is planned to last 5 years.

Article II

The Netherlands Contribution

1. The Netherlands Party shall make the following contribution to the Project:
 - a) to provide expatriate staff;
 - b) to purchase equipment;
 - c) to provide training facilities;
 - d) to provide the infrastructure (buildings).
2. The total value of the above mentioned Netherlands contribution is estimated at the amount of Dfl. 8.965.810,- (eight million nine hundred sixty five thousand eighthundred ten Dutch guilders)

Article III

The Tanzanian Contribution

1. The Tanzanian Party shall make the following contribution to the Project:
 - to pay the salaries of the local staff;
 - to look after the operation and maintenance of the selected subcentres;
 - to provide development funds.
2. The value of the Tanzanian contribution is estimated at 193.993.000 Tanzanian shillings (present equivalent of Dfl. 2.771.330,-).

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 Agriculture and Livestock Development, Department for Research and Training 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 will 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. 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 above, 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 adminis-

trative 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

In 1992 and 1994 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 retro-active effect to January 1st, 1990, 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 30th day of August, 1990 in two originals in the English language.

For the Netherlands Minister for Development Co-operation

(sd.) A. E. DE BIJLL NACHENIUS

Ms. A. E. de Bijll Nachenius
Chargé d'Affaires

The Tanzanian Minister for Finance

(sd.) S. A. KIBONA

S. A. Kibona

Het akkoord is op 30 augustus 1990 in werking getreden, met terugwerkende kracht tot 1 januari 1990.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 4 april 1991 te Dar es Salaam tussen de bevoegde Nederlandse en Tanzaniaanse autoriteiten een administratief akkoord tot stand gekomen inzake het Ontwikkelingsprogramma voor de veeteelt in Kagera. 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 "Kagera Livestock Development Programme (KALIDEP)", hereinafter referred to as "the Project".

2. The general aim of the Project is to give institutional support to the Kagera Livestock Development Programme.

3. This aim shall be pursued by the provision of consultancies, means of transport, veterinary medicines, equipment and a training and education programme.

4. The aforesaid co-operation between the two Parties is planned to last 5 years.

Article II

The Netherlands Contribution

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

- the provision of advisory expatriate staff;
- the purchase of means of transport, veterinary medicines and equipment;
- the provision of training facilities and fellowships.

2. The total value of the above mentioned Netherlands contribution shall not exceed the amount of 9,673,000.-- Dutch guilders.

Article III

The Tanzanian Contribution

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

- the payment of the salaries of the local staff;
- the upkeep of the station;
- the provision of operational funds;
- the provision of a part of the development budgets.

2. The value of the Tanzanian contribution is estimated at 417,600,000.-- Tanzanian shillings (present equivalent of Dfl. 4,100,832.--).

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 "Regional Livestock Development Office" at Bukoba 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 will 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. 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 Nether-

lands Party or one or more of the individuals mentioned above, 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

In 1992 and 1994 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 January 1st, 1990, 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 4th day of April 1991 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 for Finance

(sd.) S. A. KIBONA

S. A. Kibona
Minister for Finance
United Republic of Tanzania

Het akkoord is op 4 april 1991 in werking getreden, met terugwerkende kracht tot 1 januari 1990.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 4 april 1991 te Dar es Salaam tussen de bevoegde Nederlandse en Tanzaniaanse autoriteiten een administratief akkoord tot stand geko-

men betreffende het Project inzake de scheepswerf Pasiansi in Mwanza. 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 Pasiansi Boat Yard Project, hereinafter referred to as "the Project".
2. The general aim of the Project is to render technical assistance to the Pasiansi Boat Yard at Mwanza.
3. This aim shall be pursued by the provision of management support, training and materials.
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:
 - Technical Assistance;
 - Backstopping;
 - Funds for educational materials and training.

2. The total value of the above mentioned Netherlands contribution shall not exceed the amount of 2,210,000.-- Dutch guilders.

Article III

The Tanzanian Contribution

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

- Personnel of the Pasiansi Boat Yard;
- Facilities of the Pasiansi Boat Yard and development funds.

2. The value of the Tanzanian contributions is estimated at 15 mln 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 Pasiansi Boat Yard Corporation 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 will 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 of the Netherlands and Tanzanian staff and their duties 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 extracontractual civil liability.

b) In the event the Tanzanian Party holds harmless the Netherlands Party or one or more of the individuals mentioned above, 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 in 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

In 1991 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 January 1st, 1990, 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 4th day of April, 1991 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 for Finance

(sd.) S. A. KIBONA

S. A. Kibona
Minister for Finance
United Republic of Tanzania

Het akkoord is op 4 april 1991 in werking getreden, met terugwerkende kracht tot 1 januari 1990.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 4 april 1991 te Dar es Salaam tussen de bevoegde Nederlandse en Tanzaniaanse autoriteiten een administratief akkoord tot stand gekomen betreffende het Project inzake nationaal landbouw- en veeteelt-onderzoek. 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 "National Agricultural and Livestock Research Project", hereinafter referred to as "the Project".

2. The general aim of the Project is to strengthen, support and develop the activities of the National Farming Systems Research Coordination Unit in the Research and Training Division.

3. This aim shall be pursued by the provision of technical and financial assistance.

4. The aforesaid co-operation between the two Parties is planned to last 6 years.

Article II

The Netherlands Contribution

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

- the provision of a technical advisor;
- the payment of expert consultations;
- the provision of financial assistance to facilitate training of local staff;
- the provision of funds for project management and coordination of FSR (Farming System Research);
- the provision of equipment for date processing and transport.

2. The total value of the above mentioned Netherlands contribution is estimated at 6,129,000.-- Dutch guilders.

Article III

The Tanzanian Contribution

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

- the provision of four professional staffmembers, incl. the assistant Commissioner;
- the provision of office space at the headquarters of the Research and Training Division;
- the provision of communications facilities and services;
- the provision of operating funds of the Project.

2. The value of the Tanzanian contribution is estimated at 8,500,000 Tanzanian shillings (present equivalent of 85,000 Dutch guilders) and the local salary of 4 fulltime staffmembers and one secretary.

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 Research and Training Department of the Ministry of Agriculture and Livestock 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 Technical Advisor.

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 Technical Advisor

The Technical Advisor assigned by the Netherlands Party shall be responsible to the Netherlands Executive Authority for the correct implementation of the Netherlands contribution. The Technical Advisor shall act in close consultation with the Tanzanian Executive Authority and will respect the operational instructions given by the said Authority to the Tanzanian personnel. The Tanzanian Executive Authority shall provide the Technical Advisor 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 of the Netherlands and Tanzanian staff and their job descriptions and their duties;
- 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 above, 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 in 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

In 1993 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 retro-active effect to January 1st, 1990, on the day 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 4th day of April, 1991 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 for Finance

(sd.) S. A. KIBONA

S. A. Kibona
Minister for Finance
United Republic of Tanzania

Het akkoord is op 4 april 1991 in werking getreden, met terugwerkende kracht tot 1 januari 1990.

Uitgegeven de vierentwintigste december 1991.

De Minister van Buitenlandse Zaken,

H. VAN DEN BROEK

INHOUD

A.	TITEL	1
B.	TEKST	1
C.	VERTALING	1
D.	PARLEMENT	1
G.	INWERKINGTREDING	1
J.	GEGEVENS	2
	Administratief akkoord inzake het Tanzania-Nederland Onderzoekproject naar Aids en de infectie met het HIV-virus in het gebied rond Mwanza; Dar es Salaam, 30 augustus 1990	2
	Administratief akkoord inzake de Nationale Dienst voor bodemonderzoek (NSS); Dar es Salaam, 30 augustus 1990	7
	Administratief akkoord inzake het Ontwikkelingsprogramma voor de veeteelt in Kagera; Dar es Salaam, 4 april 1991	12
	Administratief akkoord betreffende het Project inzake de scheepswerf Pasiansi in Mwanza; Dar es Salaam, 4 april 1991	18
	Administratief akkoord betreffende het Project inzake nationaal landbouw- en veeteelt-onderzoek; Dar es Salaam, 4 april 1991	23
