

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1991 Nr. 192

A. TITEL

*Overeenkomst tussen het Koninkrijk der Nederlanden en de Republiek
Zambia inzake technische samenwerking;
Lusaka, 12 september 1979*

B. TEKST

De tekst van de Overeenkomst is geplaatst in *Trb.* 1980, 17.

C. VERTALING

Zie *Trb.* 1980, 17.

D. PARLEMENT

Zie *Trb.* 1987, 78.

De in rubriek J van *Trb.* 1991, 25 afgedrukte administratieve akkoorden zijn bij brieven van 28 mei 1991 medegedeeld 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.* 1987, 78.

J. GEGEVENS

Zie *Trb.* 1980, 17 en *Trb.* 1991, 25.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Lusaka op 24 juni 1991 tussen de wederzijdse bevoegde autoriteiten tot stand gekomen een administratief akkoord inzake eerstelijns-gezondheidszorg in de Western Province. De tekst van het akkoord luidt als volgt:

Project Agreement

The Netherlands Minister for Development Cooperation, being the Competent Netherlands Authority for the purpose of this Project Agreement, 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 Lusaka, Mr. E. G. Maduro

and

the Zambian Minister of Finance and National Commission for Development Planning, being the Competent Zambian Authority for the purpose of this Project Agreement, hereinafter referred to as "the Zambian Party", represented in this matter by the Permanent Secretary for Economic Cooperation, Mr. M. M. Liswaniso,

Pursuant the provisions of Article I of the Agreement on technical cooperation between the Kingdom of the Netherlands and the Republic of Zambia, signed at Lusaka on the 12th of September 1979, hereinafter referred to as the "Agreement";

Have entered into the following Project Agreement:

Article I

1. The two Parties shall jointly carry out a project, to be known as "Primary Health Care Project, Western Province", hereinafter referred to as "the Project".

2. The objective of the Project is the strengthening of the Primary as well as the Basic Health Care Services in the Western Province Community Health Care.

3. The Project shall be undertaken by:

- rehabilitation and upgrading health infrastructure, in the field of both Community Health Care and Basic Health Services;
- support in management (planning, implementation, monitoring);
- training (seminars, in-service training, fellowships);
- upgrading of equipment for Rural Health Centres;
- supply of essential drugs.

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

Article II

The Netherlands Contribution

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

- the provision of one full-time adviser and technical backstopping;
- the provision of medical doctors at the district level;
- the provision of part of the capital and recurrent costs;
- the provision of essential drug kits;
- the provision of logistics (12 four-wheel drive vehicles, one truck, motorbikes, bicycles).

2. The value of the Netherlands contribution is estimated at f 4,95 mln Netherlands guilders.

Article III

The Zambian Contribution

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

- the provision of staff and offices;
- the provision of a part of the capital budget;
- the provision of a part of the operational costs.

2. The total value of the Zambian contribution is estimated at ZK 2,5 million.

Article IV

The Executive Authority

1. The Netherlands Party shall appoint the Directorate General of International Cooperation of the Netherlands Ministry of Foreign Affairs as the Netherlands Executive Authority in charge of the implementation of the Project.

The Netherlands Executive Authority shall be represented in Zambia, as far as the day to day operations of the Project are concerned, by the Netherlands Team-leader. The Team-leader shall act in close cooperation with the Zambian Executive Authority and its representative and will respect the operational instructions given by the said Authority to the Zambian personnel.

2. The Zambian Party shall appoint Ministry of Health, as the Zambian Executive Authority in charge of the implementation of the Project.

The Zambian Executive Authority shall be represented, as far as the day to day operations of the Project are concerned, by the Provincial Medical Officer, who will be the Zambian Project Manager.

The Zambian Executive Authority and the Project Manager shall provide the Team-Leader with any information that may be considered necessary for the correct implementation of the Project.

Article V

Delegation

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. The Executive Authorities shall inform each other in writing of any such delegation and of the extent of the delegation.

Article VI

Project Manager/Team-Leader

The Project Manager shall be responsible to the Zambian Executive Authority for the correct implementation of the Zambian contribution of the Project and the overall accountability for the Project.

The Team-Leader shall be responsible to the Netherlands Executive Authority for the correct implementation of the Netherlands contribution to the Project.

Article VII

The Plan of Operations

1. The Executive Authorities shall establish by mutual consent a Plan of Operations stating in detail the contribution of both Parties, including the number and duties of the Netherlands and Zambian personnel, their job-descriptions, a time-table and a list of equipment and materials to be supplied by either Party.

2. The Plan of Operations may be amended by mutual consent by the Executive Authorities.

3. The Plan of Operations shall form an integral part of this Project Agreement.

Article VIII

Personnel

The experts supplied by the Netherlands Party shall enjoy the privileges given in Article II of the Agreement and shall be subject to the provisions of Article III of the Agreement.

Article IX

Equipment and Materials

The provisions of Article V of the Agreement are applicable to the importation of the equipment and material provided by the Netherlands Party. Upon the completion of the Project the ownership of the equipment and materials of the Project and materials shall be transferred to the Government of Zambia.

Article X

Reporting

The Project Manager and the Team-Leader shall jointly submit to the Executive Authorities quarterly reports in English on the progress made on the implementation of the Project. On the termination of the Project they shall submit to all parties involved a final report in English on all aspects of the work executed in connection with the Project.

Article XI

Evaluation

1. At the end of the third year of the Project implementation an evaluation will be held; thereafter evaluations will be scheduled by the Executive Authorities.

2. The composition of the evaluation missions will be defined jointly by the Executive Authorities.

Article XII

Settlements of Disputes

Any dispute concerning the interpretation or implementation of this Project Agreement which cannot be settled by consultation between the two Parties shall be referred to the respective governments.

Article XIII

Amendments

This Project Agreement may be amended in writing by mutual consent of both Parties.

Article XIV

Entry into Force and Duration

The Project Agreement shall enter into force with retroactive effect to 15 August 1988 on the date of signature by both Parties and shall expire either at the end of the period stated 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 Agreement and of the Plan of Operations whichever date is the later.

DONE at Lusaka on the 24th day of June 1991 in two originals in English.

(sd.) E. G. MADURO

For the Netherlands Minister for Development Cooperation

(sd.) M. M. LISWANISO

For the Zambian Minister of Finance and National Commission for Development Planning

Het akkoord is op 24 juni 1991 in werking getreden, met terugwerkende kracht vanaf 15 augustus 1988.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Lusaka op 24 juni 1991 tussen de wederzijdse bevoegde autoriteiten tot stand gekomen een administratief akkoord inzake de ontwikkeling en productie van landbouwwerktuigen bij Lusaka Engineering Company (Lenco) Ltd. De tekst van het akkoord luidt als volgt:

Project Agreement

The Netherlands Minister for Development Cooperation, being the Competent Netherlands Authority for the purpose of this Project Agreement, hereinafter referred to as "the Netherlands Party" re-

presented in this matter by the Ambassador Extraordinary and Plenipotentiary of Her Majesty the Queen of the Netherlands at Lusaka, Mr. E. G. Maduro

and

the Zambian Minister of Finance and National Commission for Development Planning, being the Competent Zambian Authority for the purpose of this Project Agreement, hereinafter referred to as "the Zambian Party", represented in this matter by the Permanent Secretary for Economic Cooperation, Mr. M. M. Liswaniso,

Pursuant the provisions of Article I of the Agreement on technical cooperation between the Kingdom of the Netherlands and the Republic of Zambia, signed at Lusaka on the 12th of September 1979, hereinafter referred to as the "Agreement";

Have entered into the following Project Agreement:

Article I

1. The two Parties shall jointly carry out a project, to be known as "Local Production of Agricultural Implements/Lenco Ltd", hereinafter referred to as "the Project".

2. The objective of the Project is to develop and produce high quality ploughs at Lusaka Engineering Company (Lenco) Ltd, as well as other small farm tools and agricultural implements.

3. The Project shall be undertaken by:

- the setting up of a production line for ploughs;
- the transfer of know-how and capacity to manufacture small scale agricultural implements;
- the training of local staff.

4. The cooperation 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 a full-time adviser;
- the provision of equipment machines and tools and technical know-how and raw materials (steel);
- the carrying out of backstopping missions.

2. The value of the Netherlands contribution is estimated at f. 2.992.000,- Netherlands guilders.

Article III

The Zambian Contribution

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

- the payment of local staff;
- the provision of buildings, materials, land etc;
- the provision of part of the capital and recurrent costs.

Article IV

The Executive Authority

1. The Netherlands Party shall appoint the Directorate General of International Cooperation of the Netherlands Ministry of Foreign Affairs as the Netherlands Executive Authority in charge of the implementation of the Project.

The Netherlands Executive Authority shall be represented in Zambia, as far as the day to day operations of the Project are concerned, by the Netherlands Team-leader. The Team-leader shall act in close cooperation with the Zambian Executive Authority and its representative and will respect the operational instructions given by the said Authority to the Zambian personnel.

2. The Zambian Party shall appoint INDECO Ltd., as the Zambian Executive Authority in charge of the implementation of the Project.

The Zambian Executive Authority shall be represented, as far as the day to day operations of the Project are concerned, by the General Manager of the Lusaka Engineering Company (Lenco) Ltd., who will be the Zambian Project Manager.

The Zambian Executive Authority and the Project Manager shall provide the Team-Leader with any information that may be considered necessary for the correct implementation of the Project.

Article V

Delegation

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. The Executive Authorities shall inform each other in writing of any such delegation and of the extent of the delegation.

Article VI

Project Manager/Team-Leader

The Project Manager shall be responsible to the Zambian Executive Authority for the correct implementation of the Zambian contribution of the Project and the overall accountability for the Project.

The Team-Leader shall be responsible to the Netherlands Executive Authority for the correct implementation of the Netherlands contribution to the Project.

Article VII

The Plan of Operations

1. The Executive Authorities shall establish by mutual consent a Plan of Operations stating in detail the contribution of both Parties, including the number and duties of the Netherlands and Zambian personnel, their job-descriptions, a time-table and a list of equipment and materials to be supplied by either Party.

2. The Plan of Operations may be amended by mutual consent by the Executive Authorities.

3. The Plan of Operations shall form an integral part of this Project Agreement.

Article VIII

Personnel

The experts supplied by the Netherlands Party shall enjoy the privileges given in Article II of the Agreement and shall be subject to the provisions of Article III of the Agreement.

Article IX

Equipment and Materials

The provisions of Article V of the Agreement are applicable to the importation of the equipment and material provided by the Netherlands Party. Upon the completion of the Project the ownership of the equipment and materials of the Project and materials shall be transferred to the Government of Zambia.

Article X

Reporting

The Project Manager and the Team-Leader shall jointly submit to the Executive Authorities quarterly reports in English on the progress made on the implementation of the Project. On the termination of the Project they shall submit to all parties involved a final report in English on all aspects of the work executed in connection with the Project.

Article XI

Evaluation

1. In April 1991 an evaluation will be held; thereafter evaluations will be scheduled by the Executive Authorities.
2. The composition of the evaluation missions will be defined jointly by the Executive Authorities.

Article XII

Settlements of Disputes

Any dispute concerning the interpretation or implementation of this Project Agreement which cannot be settled by consultation between the two Parties shall be referred to the respective governments.

Article XIII

Amendments

This Project Agreement may be amended in writing by mutual consent of both Parties.

Article XIV

Entry into Force and Duration

The Project Agreement shall enter into force with retroactive effect to 1 August 1990 on the date of signature by both Parties and shall expire either at the end of the period stated 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 Agreement and of the Plan of Operations whichever date is the later.

DONE at Lusaka on the 24th day of June 1991 in two originals in English.

(sd.) E. G. MADURO

For the Netherlands Minister for Development Cooperation

(sd.) M. M. LISWANISO

For the Zambian Minister of Finance and National Commission for Development Planning

Het akkoord is op 24 juni 1991 in werking getreden, met terugwerkende kracht vanaf 1 augustus 1990.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Lusaka op 24 juni 1991 tussen de wederzijdse bevoegde autoriteiten tot stand gekomen een administratief akkoord betreffende onderwijs inzake dierlijke trekkracht in Palabana. De tekst van het akkoord luidt als volgt:

Project Agreement

The Netherlands Minister for Development Cooperation, being the Competent Netherlands Authority for the purpose of this Project Agreement, 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 Lusaka, Mr. E. G. Maduro

and

the Zambian Minister of Finance and National Commission for Development Planning, being the Competent Zambian Authority for the purpose of this Project Agreement, hereinafter referred to as "the Zambian Party", represented in this matter by the Permanent Secretary for Economic Cooperation, Mr. M. M. Liswaniso,

Pursuant the provisions of Article I of the Agreement on technical cooperation between the Kingdom of the Netherlands and the Republic of Zambia, signed at Lusaka on the 12th of September 1979, hereinafter referred to as the "Agreement";

Have entered into the following Project Agreement:

Article I

1. The two Parties shall jointly carry out a project, to be known as "Palabana Animal Draught Power Training Project", hereinafter referred to as "the Project".

2. The objective of the Project is to improve the institutional capacity of the Palabana Training Institute in conducting in-service training courses in the field of animal draught power.

3. The Project shall be undertaken by:

- the development of hand-outs and manuals for the training courses at Palabana and other training institutions;
- conducting in-service training courses for extension staff;
- assisting in developing ADP training courses at provincial and district level.

4. The cooperation 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 two full-time advisers and technical backstopping; the carrying out of backstopping missions;
- the provision of a part of the capital costs;
- the provision of a part of the recurrent costs.

2. The value of the Netherlands contribution is estimated at f 2,8 mln Netherlands guilders.

Article III

The Zambian Contribution

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

- the payment of local staff;
- the provision of offices, staff houses, land etc;
- the provision of part of the capital and budget;
- the provision of a part of the recurrent budget.

Article IV

The Executive Authority

1. The Netherlands Party shall appoint the Directorate General of International Cooperation of the Netherlands Ministry of Foreign Affairs as the Netherlands Executive Authority in charge of the implementation of the Project.

The Netherlands Executive Authority shall be represented in Zambia, as far as the day to day operations of the Project are concerned, by the Netherlands Team-leader. The Team-leader shall act in close cooperation with the Zambian Executive Authority and its representative and will respect the operational instructions given by the said Authority to the Zambian personnel.

2. The Zambian Party shall appoint the Ministry of Agriculture, as the Zambian Executive Authority in charge of the implementation of the Project.

The Zambian Executive Authority shall be represented, as far as the day to day operations of the Project are concerned, by the Palabana Training Institute, who will be the Zambian Project Manager.

The Zambian Executive Authority and the Project Manager shall provide the Team-Leader with any information that may be considered necessary for the correct implementation of the Project.

Article V

Delegation

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. The Executive Authorities shall inform each other in writing of any such delegation and of the extent of the delegation.

Article VI

Project Manager/Team-Leader

The Project Manager shall be responsible to the Zambian Executive Authority for the correct implementation of the Zambian contribution of the Project and the overall accountability for the Project.

The Team-Leader shall be responsible to the Netherlands Executive Authority for the correct implementation of the Netherlands contribution to the Project.

Article VII

The Plan of Operations

1. The Executive Authorities shall establish by mutual consent a Plan of Operations stating in detail the contribution of both Parties, including the number and duties of the Netherlands and Zambian personnel, their job-descriptions, a time-table and a list of equipment and materials to be supplied by either Party.
2. The Plan of Operations may be amended by mutual consent by the Executive Authorities.
3. The Plan of Operations shall form an integral part of this Project Agreement.

Article VIII

Personnel

The experts supplied by the Netherlands Party shall enjoy the privileges given in Article II of the Agreement and shall be subject to the provisions of Article III of the Agreement.

Article IX

Equipment and Materials

The provisions of Article V of the Agreement are applicable to the importation of the equipment and material provided by the Netherlands Party. Upon the completion of the Project the ownership of the equipment and materials of the Project and materials shall be transferred to the Government of Zambia.

Article X

Reporting

The Project Manager and the Team-Leader shall jointly submit to the Executive Authorities quarterly reports in English on the progress made on the implementation of the Project. On the termination of the Project they shall submit to all parties involved a final report in English on all aspects of the work executed in connection with the Project.

Article XI

Evaluation

1. At the end of the second year of the Project implementation an evaluation will be held; thereafter evaluations will be scheduled by the Executive Authorities.

2. The composition of the evaluation missions will be defined jointly by the Executive Authorities.

Article XII

Settlements of Disputes

Any dispute concerning the interpretation or implementation of this Project Agreement which cannot be settled by consultation between the two Parties shall be referred to the respective governments.

Article XIII

Amendments

This Project Agreement may be amended in writing by mutual consent of both Parties.

Article XIV

Entry into Force and Duration

The Project Agreement shall enter into force with retroactive effect to 1 June 1989 on the date of signature by both Parties and shall expire either at the end of the period stated 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 Agreement and of the Plan of Operations whichever date is the later.

DONE at Lusaka on the 24th day of June 1991 in two originals in English.

(sd.) E. G. MADURO

For the Netherlands Minister for Development Cooperation

(sd.) M. M. LISWANISO

For the Zambian Minister of Finance and National Commission for Development Planning

Het akkoord is op 24 juni 1991 in werking getreden, met terugwerkende kracht vanaf 1 juni 1989.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Lusaka op 24 juni 1991 tussen de wederzijdse bevoegde autoriteiten tot stand gekomen een administratief akkoord betreffende een project inzake onderzoek en ontwikkeling van dierlijke trekkracht in Magoye. De tekst van het akkoord luidt als volgt:

Project Agreement

The Netherlands Minister for Development Cooperation, being the Competent Netherlands Authority for the purpose of this Project Agreement, 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 Lusaka, Mr. E. G. Maduro

and

the Zambian Minister of Finance and National Commission for Development Planning, being the Competent Zambian Authority for the purpose of this Project Agreement, hereinafter referred to as "the Zambian Party", represented in this matter by the Permanent Secretary for Economic Cooperation, Mr. M. M. Liswaniso,

Pursuant the provisions of Article I of the Agreement on technical cooperation between the Kingdom of the Netherlands and the Republic of Zambia, signed at Lusaka on the 12th of September 1979, hereinafter referred to as the "Agreement";

Have entered into the following Project Agreement:

Article I

1. The two Parties shall jointly carry out a project, to be known as "Animal Draught Power Research and Development Project, Magoye", hereinafter referred to as "the Project".

2. The objective of the Project is the testing, evaluation, selection and demonstration of appropriate animal drawn implements, the execution of ADP-related soil tillage research, and advising and stimulating the local production of agricultural implements.

3. The Project shall be undertaken by:

- testing, evaluating and selecting appropriate animal drawn implements;
- executing applied ADP related soil tillage research;

- operation of animal traction demonstration farm at Magoye Regional Research Station;
- on-farm testing and farming systems research in various provinces;
- executing ADP extension programmes in the various provinces;
- staff training.

4. The cooperation between the two Parties is planned to last 1 1/2 years.

Article II

The Netherlands Contribution

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

- the provision of three full-time technical advisors; the carrying out of backstopping missions;
- the provision of part of the capital and recurrent costs;
- the provision of training of staff.

2. The value of the Netherlands contribution is estimated at f. 1,34 mln Netherlands guilders.

Article III

The Zambian Contribution

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

- the payment of local staff;
- the provision of office-, workshop- and staff accommodation;
- the provision of part of the capital budget;
- the provision of part of the recurrent costs.

Article IV

The Executive Authority

1. The Netherlands Party shall appoint the Directorate General of International Cooperation of the Netherlands Ministry of Foreign Affairs as the Netherlands Executive Authority in charge of the implementation of the Project.

The Netherlands Executive Authority shall be represented in Zambia, as far as the day to day operations of the Project are concerned, by the Netherlands Team-leader. The Team-leader shall act in close cooperation with the Zambian Executive Authority and its

representative and will respect the operational instructions given by the said Authority to the Zambian personnel.

2. The Zambian Party shall appoint the Research and Extension Branch of the Ministry of Agriculture, as the Zambian Executive Authority in charge of the implementation of the Project.

The Zambian Executive Authority shall be represented, as far as the day to day operations of the Project are concerned, by the General Manager of the Magoye Farm Machinery and Tillage Research Station Institute, who will be the Zambian Project Manager.

The Zambian Executive Authority and the Project Manager shall provide the Team-Leader with any information that may be considered necessary for the correct implementation of the Project.

Article V

Delegation

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. The Executive Authorities shall inform each other in writing of any such delegation and of the extent of the delegation.

Article VI

Project Manager/Team-Leader

The Project Manager shall be responsible to the Zambian Executive Authority for the correct implementation of the Zambian contribution of the Project and the overall accountability for the Project.

The Team-Leader shall be responsible to the Netherlands Executive Authority for the correct implementation of the Netherlands contribution to the Project.

Article VII

The Plan of Operations

1. The Executive Authorities shall establish by mutual consent a Plan of Operations stating in detail the contribution of both Parties, including the number and duties of the Netherlands and Zambian personnel, their job-descriptions, a time-table and a list of equipment and materials to be supplied by either Party.

2. The Plan of Operations may be amended by mutual consent by the Executive Authorities.

3. The Plan of Operations shall form an integral part of this Project Agreement.

Article VIII

Personnel

The experts supplied by the Netherlands Party shall enjoy the privileges given in Article II of the Agreement and shall be subject to the provisions of Article III of the Agreement.

Article IX

Equipment and Materials

The provisions of Article V of the Agreement are applicable to the importation of the equipment and material provided by the Netherlands Party. Upon the completion of the Project the ownership of the equipment and materials of the Project and materials shall be transferred to the Government of Zambia.

Article X

Reporting

The Project Manager and the Team-Leader shall jointly submit to the Executive Authorities quarterly reports in English on the progress made on the implementation of the Project. On the termination of the Project they shall submit to all parties involved a final report in English on all aspects of the work executed in connection with the Project.

Article XI

Evaluation

1. At the end of the first year of the Project implementation an evaluation will be held; thereafter evaluations will be scheduled by the Executive Authorities.

2. The composition of the evaluation missions will be defined jointly by the Executive Authorities.

Article XII

Settlements of Disputes

Any dispute concerning the interpretation or implementation of this Project Agreement which cannot be settled by consultation between the two Parties shall be referred to the respective governments.

Article XIII

Amendments

This Project Agreement may be amended in writing by mutual consent of both Parties.

Article XIV

Entry into Force and Duration

The Project Agreement shall enter into force with retroactive effect to 1 June 1990 on the date of signature by both Parties and shall expire either at the end of the period stated 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 Agreement and of the Plan of Operations whichever date is the later.

DONE at Lusaka on the 24th day of June 1991 in two originals in English.

(sd.) E. G. MADURO

For the Netherlands Minister for Development Cooperation

(sd.) M. M. LISWANISO

For the Zambian Minister of Finance and National Commission for Development Planning

Het akkoord is op 24 juni 1991 in werking getreden, met terugwerkende kracht vanaf 1 juni 1990.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Lusaka op 24 juni 1991 tussen de wederzijdse bevoegde autoriteiten tot stand gekomen een administratief akkoord inzake de verbetering

en uitbreiding van het slachthuis te Monga in Western Province. De tekst van het akkoord luidt als volgt:

Project Agreement

The Netherlands Minister for Development Cooperation, being the Competent Netherlands Authority for the purpose of this Project Agreement, 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 Lusaka, Mr. E. G. Maduro

and

the Zambian Minister of Finance and National Commission for Development Planning, being the Competent Zambian Authority for the purpose of this Project Agreement, hereinafter referred to as "the Zambian Party", represented in this matter by the Permanent Secretary for Economic Cooperation, Mr. M. M. Liswaniso,

Pursuant the provisions of Article I of the Agreement on technical cooperation between the Kingdom of the Netherlands and the Republic of Zambia, signed at Lusaka on the 12th of September 1979, hereinafter referred to as the "Agreement";

Have entered into the following Project Agreement:

Article I

1. The two Parties shall jointly carry out a project, to be known as "Rehabilitation Abattoir Mongu, Western Province", hereinafter referred to as "the Project".

2. The objective of the Project is the rehabilitation of the Mongu abattoir, the extension of the cold storage capacity and the implementation of the transport capacity.

3. The Project shall be undertaken by:

- improvement of the slaughterline;
- enlargement of the Cold Storage Capacity;
- provision of additional transport.

4. The cooperation between the two Parties is planned to last 1 year during the current phase.

Article II

The Netherlands Contribution

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

- the provision of technical assistance;
- the provision of equipment for the improvement of the slaughter-line;
- the provision of the building and equipment for the extension of the chilling capacity.

2. The value of the Netherlands contribution is estimated at f. 3,750,000.- Netherlands guilders.

Article III

The Zambian Contribution

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

- the provision of land;
- the provision of management and labour;
- the provision of labour during the construction phase where necessary.

Article IV

The Executive Authority

1. The Netherlands Party shall appoint the Directorate General of International Cooperation of the Netherlands Ministry of Foreign Affairs as the Netherlands Executive Authority in charge of the implementation of the Project.

The Netherlands Executive Authority shall be represented in Zambia, as far as the day to day operations of the Project are concerned, by the Netherlands Team-leader. The Team-leader shall act in close cooperation with the Zambian Executive Authority and its representative and will respect the operational instructions given by the said Authority to the Zambian personnel.

2. The Zambian Party shall appoint the Zambian Cold Storage Corporation, as the Zambian Executive Authority in charge of the implementation of the Project.

The Zambian Executive Authority shall be represented, as far as the day to day operations of the Project are concerned, by the General Manager of the Cold Storage Corporation, who will be the Zambian Project Manager.

The Zambian Executive Authority and the Project Manager shall provide the Team-Leader with any information that may be considered necessary for the correct implementation of the Project.

Article V

Delegation

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. The Executive Authorities shall inform each other in writing of any such delegation and of the extent of the delegation.

Article VI

Project Manager/Team-Leader

The Project Manager shall be responsible to the Zambian Executive Authority for the correct implementation of the Zambian contribution of the Project and the overall accountability for the Project.

The Team-Leader shall be responsible to the Netherlands Executive Authority for the correct implementation of the Netherlands contribution to the Project.

Article VII

The Plan of Operations

1. The Executive Authorities shall establish by mutual consent a Plan of Operations stating in detail the contribution of both Parties, including the number and duties of the Netherlands and Zambian personnel, their job-descriptions, a time-table and a list of equipment and materials to be supplied by either Party.

2. The Plan of Operations may be amended by mutual consent by the Executive Authorities.

3. The Plan of Operations shall form an integral part of this Project Agreement.

Article VIII

Personnel

The experts supplied by the Netherlands Party shall enjoy the privileges given in Article II of the Agreement and shall be subject to the provisions of Article III of the Agreement.

Article IX

Equipment and Materials

The provisions of Article V of the Agreement are applicable to the importation of the equipment and material provided by the Netherlands Party. Upon the completion of the Project the ownership of the equipment and materials of the Project and materials shall be transferred to the Government of Zambia.

Article X

Reporting

The Project Manager and the Team-Leader shall jointly submit to the Executive Authorities quarterly reports in English on the progress made on the implementation of the Project. On the termination of the Project they shall submit to all parties involved a final report in English on all aspects of the work executed in connection with the Project.

Article XI

Evaluation

1. If deemed necessary, an evaluation will be held at the end of the first year of the Project implementation.
2. The composition of the evaluation missions will be defined jointly by the Executive Authorities.

Article XII

Settlements of Disputes

Any dispute concerning the interpretation or implementation of this Project Agreement which cannot be settled by consultation between the two Parties shall be referred to the respective governments.

Article XIII

Amendments

This Project Agreement may be amended in writing by mutual consent of both Parties.

Article XIV

Entry into Force and Duration

The Project Agreement shall enter into force with retroactive effect to 1 January 1991 on the date of signature by both Parties and shall expire either at the end of the period stated 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 Agreement and of the Plan of Operations whichever date is the later.

DONE at Lusaka on the 24th day of June 1991 in two originals in English.

(sd.) E. G. MADURO

For the Netherlands Minister for Development Cooperation

(sd.) M. M. LISWANISO

For the Zambian Minister of Finance and National Commission for Development Planning

Het akkoord is op 24 juni 1991 in werking getreden, met terugwerkende kracht vanaf 1 januari 1991.

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 | 1 |
| Administratief akkoord inzake eerstelijns-gezondheidszorg in de Western Province; Lusaka, 24 juni 1991 | 2 |
| Administratief akkoord inzake de ontwikkeling en produc- tie van landbouwwerktuigen bij Lusaka Engineering Com- pany (Lenco) Ltd.; Lusaka, 24 juni 1991 | 6 |
| Administratief akkoord betreffende onderwijs inzake dier- lijke trekkracht in Palabana; Lusaka, 24 juni 1991 | 11 |
| Administratief akkoord betreffende een project inzake on- derzoek en ontwikkeling van dierlijke trekkracht in Magoye; Lusaka, 24 juni 1991 | 16 |
| Administratief akkoord inzake de verbetering en uitbreiding van het slachthuis te Monga in de Western Province; Lusaka, 24 juni 1991 | 20 |