

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1991 Nr. 25

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 hieronder afgedrukte administratieve akkoorden behoeven ingevolge additioneel artikel XXI, eerste lid, onderdeel b, van de Grondwet, juncto artikel 62, eerste lid, onderdeel b, van de Grondwet naar de tekst van 1972, niet de goedkeuring van de Staten-Generaal.

G. INWERKINGTREDING

Zie *Trb.* 1987, 78.

J. GEGEVENS

Zie *Trb.* 1980, 17.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Lusaka op 6 september 1990 tussen de wederzijdse bevoegde autoriteiten tot stand gekomen een administratief akkoord betreffende het

Programma inzake dierlijke tractie. 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

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",

Pursuant to 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 (ADP) Programme", hereinafter referred to as "the Project".

2. The objectives of the Project are:

- coordination of ADP related programmes, that are planned and implemented in the Western Province;
- Strengthening of the ADP supporting/implementing infrastructure at provincial and district level.

3. The Project shall be undertaken by:

- execution of training and extension programmes, both in-service training of extension staff and training of farmers;
- supply and introduction of work-oxen and ADP implements, particularly through the Western Province Cooperative Union (WPCU) structure;
- testing and selection of appropriate ADP implements, including oxcarts;
- execution of rural craft support programmes.

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

Article II

The Netherlands Contribution

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

- to make available a coordinator;
- to carry out backstopping missions;
- to make available temporary and short-term staff;
- to make available procurement and administration support;
- to provide means of transport;
- to provide machines and equipment.

2. The value of the Netherlands contribution is estimated at 1,390,000.- (one million three hundred ninety thousand Netherlands guilders).

Article III

The Zambian Contribution

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

- payment of construction costs;
- payment of credit funds and revolving funds.

2. The total value of the Zambian contribution is estimated at the equivalent of Dfl. 1,680,000.- (one million six hundred eighty thousand Netherlands guilders) to be paid out of the countervalue funds and K 508,300.- (five hundred thousand three hundred Kwacha) to be paid out of the budget of the Ministry of Agriculture.

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 Agricultural Engineering Section, 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 to 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 materials provided by the Netherlands Party. Upon the completion of the Project the ownership of the equipment and materials of the Project 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

Settlement of Disputes

Any dispute concerning the interpretation or implementation of this Project Agreement which cannot be settled by consultations

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

This Project Agreement shall enter into force (with retroactive effect to September 1st, 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 6th day of September 1990 in two originals in English.

(sd.) F. C. HAVER DROEZE

For the Netherlands Minister for Development Cooperation

(sd.) G. G. CHIGAGA

The Zambian Minister of Finance and National Commission for Development Planning

Het akkoord is op 6 september 1990 in werking getreden, met terugwerkende kracht vanaf 1 september 1989.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Lusaka op 6 september 1990 tot stand gekomen een administratief akkoord inzake het Project betreffende de ontwikkeling van de veehouderij 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

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",

Pursuant to 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 "Livestock Development Project Western Province", hereinafter referred to as "the Project".

2. The objective of the Project is the coordination and the provision of sustainable government services for the development of livestock, in particular cattle, in the Western Province.

3. The Project shall be undertaken by:

- execution of a minimal animal disease control programme;
- the provision of a sustainable infrastructure for animal disease control;
- the development of an integrated animal husbandry/animal health extension package for the traditional farmer;
- the training of technical staff at district and provincial levels;
- the provision of scholarships for training at national and international levels;
- the formulation of a provincial cattle development strategy with particular emphasis on aspects of ecology, farmers' perspectives, marketing as well as the Barotse breed's productivity potential;
- the implementation of cost recovery measures.

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

Article II

The Netherlands Contribution

1. The Netherlands Party shall make the following contribution to the Project:
 - the provision of technical assistance;
 - the financing of a part of the operational costs;
 - the financing of a part of the investment costs;
 - the carrying out of backstopping missions;
 - the provision of short term staff;
 - the provision of procurement and administrative support.
2. The value of the Netherlands contribution is estimated at 9,000,000.- (nine million Netherlands guilders).

Article III

The Zambian Contribution

1. The Zambian Party shall make the following contribution to the Project:
 - the payment of local officials;
 - the payment of a part of the operational and investment costs;
 - the payment of the building of offices and houses.
2. The total value of the Zambian contribution is estimated at the equivalent of Dfl. 2,400,000.- (two million four hundred thousand Dutch guilders) to be paid out of countervalue funds and K 6,000,000.- (six million Kwatcha) from the budget of the Ministry of Agriculture.

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 Department of Veterinary and Control Services, 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 to 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 materials provided by the Netherlands Party. Upon the completion of the Project the ownership of the equipment and materials of the Project 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

Settlement of Disputes

Any dispute concerning the interpretation or implementation of this Project Agreement which cannot be settled by consultations

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DONE at Lusaka on the 6th day of September 1990 in two originals in English.

(sd.) F. C. HAVER DROEZE

For the Netherlands Minister for Development Cooperation

(sd.) G. G. CHIGAGA

The Zambian Minister of Finance and National Commission for Development Planning

Het akkoord is op 6 september 1990 in werking getreden, met terugwerkende kracht vanaf 1 september 1989.

Uitgegeven de *achtste februari 1991.*

De Minister van Buitenlandse Zaken,

H. VAN DEN BROEK