

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1992 Nr. 35

A. TITEL

*Overeenkomst tussen het Koninkrijk der Nederlanden en de Republiek Malawi inzake het Project ter verbetering van het onderwijs in wis-, schei- en natuurkunde in Malawi;
Lilongwe, 24 januari 1992*

B. TEKST

**Agreement between the Government of the Kingdom of the Netherlands
and the Government of the Republic of Malawi on Malawi
Mathematics and Science Teaching Improvement Project**

The Government of the Kingdom of the Netherlands

and

the Government of the Republic of Malawi

Have entered into the following Agreement

Article I

1. The two Governments shall jointly execute a project to be known as "Malawi Mathematics and Science Teaching Improvement Project (MAMSTIP)".

2. The aim of the Project is to improve the quality of the teaching of mathematics and science in the secondary schools in Malawi by strengthening and expanding the capability and activity of the (Chancellor College of the) University of Malawi in the field of in-service training of mathematics and science teachers.

3. The Project is planned to start from 1st April, 1990 and last four years and one month.

4. The value of the Netherlands contribution is estimated at Dfl. 2,723,140.

5. The value of the Malawian contribution is estimated at K/Malawi 434,000. (approximately Dfl. 388,000).

Article II

Both Governments shall establish by common consent a Project Document indicating in detail the contribution of either Party, the number of Netherlands personnel and their job-descriptions, the duration of their stay on the Project and a description of the equipment and materials to be made available.

Article III

The Government of Malawi shall

1. grant the Netherlands personnel, their spouses and dependents, the prompt issuance free of charge of necessary visas, licences or permits;
2. grant the Netherlands personnel, access to the site of work;
3. grant the Netherlands personnel, free movement whether within or to or from Malawi;
4. grant the Netherlands personnel the most favourable rate of exchange;
5. grant the Netherlands personnel and their dependents repatriation facilities in time of national (or international) crises;
6. grant the Netherlands personnel and their dependents exemption from national service obligations;
7. exempt the Netherlands personnel from taxes, duties or fees on:
 - a) the salaries, emoluments or wages in connection with this Agreement paid by the Netherlands Government;
 - b) any property, for their personal use (including one motor vehicle) imported in or exported from Malawi;
8. grant the Netherlands personnel immunity from legal action in respect of words spoken or written and in respect of all acts performed by them in their official capacity.

Article IV

Privileges and immunities are not granted to the Netherlands personnel for the personal benefit of the individuals themselves. The Netherlands Government shall waive the immunity in any case where, in its opinion, the immunity would impede the course of justice and can be waived without prejudice to its interests.

Article V

1. The Government of Malawi shall indemnify and hold harmless the Netherlands Government and the personnel supplied by the Netherlands against any liability, arising from any act or omission made in the course of the performance of the duties of the Netherlands personnel and causing the death or physical injury to a third party or damage to the property of a third party, unless such liability derives from wilful misconduct or from gross negligence on the part of one or more of the experts.

2. If the Government of Malawi has to deal with any claim in accordance with the preceding paragraph the Government of Malawi will be entitled to exercise all rights to which the Netherlands or the Netherlands personnel are entitled.

Article VI

1. The Government of Malawi shall exempt from all import and export duties and other official charge the equipment (including motor-vehicles) and other supplies provided by the Netherlands Government in connection with a project.

2. The ownership of all equipment and materials supplied by the Netherlands Government will be transferred to the Government of Malawi at the end of the Project, unless both Governments otherwise agree.

Article VII

1. This Agreement will enter into force for the period of one year on the day of its signature.

2. Unless this Agreement is denounced 30 days before the end of the year it is deemed to be prolonged indefinitely.

3. In case this Agreement is prolonged indefinitely the Agreement will end on the date on which the Project has been completed. Unless it has been terminated by either Party by giving the other three (3) months written notice.

4. After termination of the Agreement in conformity with the paragraphs 2 and 3 of the Article the provisions of the Agreement will be applied for a further period of 6 months maximum, with a view to the administrative completion of the Project.

DONE in duplicate at Lilongwe on 24/01/1992 in the English language.

For the Government of the Kingdom of the Netherlands

(sd.) E. G. MADURO

For the Government of the Republic of Malawi

(sd.) C. B. CHIWAULA

D. PARLEMENT

De Overeenkomst behoefde niet de goedkeuring van de Staten-Generaal ingevolge artikel 91, *juncto additioneel artikel XXI*, eerste lid, van de Grondwet en artikel 62, eerste lid, onderdeel c, van de Grondwet naar de tekst van 1972, alvorens in werking te kunnen treden.

De Overeenkomst behoeft ingevolge artikel 91 van de Grondwet de goedkeuring van de Staten-Generaal, alvorens op 24 januari 1993 voor onbepaalde tijd te kunnen worden verlengd.

G. INWERKINGTREDING

De Overeenkomst is ingevolge artikel VII, eerste lid, op 24 januari 1992 in werking getreden.

Wat het Koninkrijk der Nederlanden betreft, geldt de Overeenkomst alleen voor Nederland.

Uitgegeven de *twaalfde* maart 1992.

De Minister van Buitenlandse Zaken,

H. VAN DEN BROEK