

9 (1965) Nr. 16

# TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

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JAARGANG 1993 Nr. 175

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## 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. 1991, 186.

Bij brieven van 31 januari 1992 zijn de in rubriek J van Trb. 1991, 186 afgedrukte administratieve akkoorden 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. 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, *Trb.* 1990, 105 en *Trb.* 1991, 186.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 8 juli 1991 te Dar es Salaam tussen de bevoegde Nederlandse en Tanzaniaanse autoriteiten een administratief akkoord tot stand gekomen inzake het Project voor vestiging en ondersteuning van de afdeling Organische Scheikunde aan de Universiteit te Dar es Salaam. De tekst van het akkoord luidt als volgt:

### Administrative Arrangement

The Netherlands Minister for Development Cooperation, 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 cooperation 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 "Organic Chemistry", hereinafter referred to as "the Project".

2. The general aim of the Project is to establish and strengthen the organic chemistry section in the Department of Chemistry of the University of Dar es Salaam to the effect that this section can provide for the teaching at B.Sc. and M.Sc. level, carry out research and perform consultancies.

3. This aim shall be pursued by the provision of funds, equipment, books, consumables and technical assistance.

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

## Article II

### *The Netherlands Contribution*

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

- Ph.D-training of Tanzanian academic staff;
- technical training of Tanzanian technical staff;
- one longterm Dutch expert;
- short missions;
- purchase of books, instruments, glassware and chemicals.

2. The total value of the above mentioned Netherlands contribution is estimated at 2,287,977.- Dutch guilders.

## Article III

### *The Tanzanian Contribution*

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

- salaries staff members;
- local running costs;
- transport;
- teaching material;
- office stationary;
- vehicle maintenance;
- fuel;
- maintenance office equipment;
- student field trips costs.

2. The value of the Tanzanian contribution is estimated at 24 million Tanzanian shillings.

## Article IV

### *The Executive Authorities*

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

2. The Tanzanian Party shall appoint the University of Dar es Salaam, Faculty of Science, 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 Teamleader.

## 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 Teamleader*

The Teamleader assigned by the Netherlands Party shall be responsible to the Netherlands Executive Authority for the correct implementation of the Netherlands contribution.

The Teamleader 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 Teamleader 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, 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 Party 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 Teamleader 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 Teamleader 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*

1. In October 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 1, 1991, 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 latter.

DONE at Dar es Salaam on the 8th day of July, 1991 in two originals in the English language.

*For the Netherlands Minister for Development Cooperation*

(s.d.) M. DAMME

M. Damme  
Ambassador of the Netherlands

*The Tanzanian Minister for Finance*

(s.d.) S. A. KIBONA

S. A. Kibona

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Het akkoord is ingevolge zijn artikel XIII op 8 juli 1991 in werking getreden, met terugwerkende kracht vanaf 1 januari 1991.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 16 juni 1993 te Dar es Salaam tussen de bevoegde Nederlandse en Tanzaniaanse autoriteiten een administratief akkoord tot stand gekomen inzake het project betreffende de participatie van arbeiders in het ontwikkelingsproces voor „Engelstalig Afrika”. De tekst van het akkoord luidt als volgt:

#### **Administrative Arrangement**

The Netherlands Minister for Development Cooperation, being the competent Netherlands Authority for the purpose of this Administrative Arrangement, hereinafter referred to as “the Netherlands Party”,  
and

the Minister for 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 III of the Agreement concerning technical cooperation 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 "Workers' Participation Development Programme for "English Speaking Africa", hereinafter referred to as "the Project".

2. The general aim of the Project is to strengthen the trade union movement as a partner in the development process.

3. The aim shall be pursued by the provision of technical assistance for setting up a training and research programme at the Institute of Development Studies at the University of Dar es Salaam.

4. The aforesaid 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:

- Expertise;
- Research- and network costs;
- Teaching materials, literature.

2. The total value of the above mentioned Netherlands contribution shall not exceed the amount of 2.363.201,- Dutch guilders.

#### Article III

##### *The Tanzanian Contribution*

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

- Running costs;
- Research costs;
- Salaries.



## Article IV

### *The Executive Authorities*

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

2. The Tanzanian Party shall appoint the Institute of Development Studies of the University of Dar es Salaam 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 Teamleader.

## 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

### *Teamleader*

The Teamleader assigned by the Netherlands Party shall be responsible to the Netherlands Executive Authority for the correct implementation of the Netherlands contribution.

The Teamleader 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 Teamleader 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, 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 IV 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, provided that such liability is not attributable to wilful misconduct or gross negligence on the part of the Netherlands Party or the individual mentioned.
- 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 need 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 V 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 Teamleader 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 Teamleader 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*

1. In September 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 July 1, 1992 on the date 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 16th day of June, 1993 in two originals in the English language.

*For the Netherlands Minister for Development Cooperation*

(s.d.) J. J. WIJENBURG

J. J. Wijenburg

*For the Minister for Finance of the United Republic of Tanzania*

(s.d.) [onleesbaar]

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Het akkoord is ingevolge zijn artikel XIII op 16 juni 1993 in werking getreden, met terugwerkende kracht vanaf 1 juli 1992.

Uitgegeven de eenentwintigste december 1993.

*De Minister van Buitenlandse Zaken,*

P. H. KOOIJMANS

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