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TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1993 Nr. 178

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 en *Trb.* 1991, 192.

De in rubriek J van *Trb.* 1991, 192 afgedrukte administratieve akkoorden zijn bij brieven van 12 februari 1992 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 en 192.

Ter uitvoering van artikel I van de onderhavige Ovierenkomst is te Lusaka op 9 juni 1992 tussen de wederzijdse bevoegde autoriteiten tot stand gekomen een administratief akkoord inzake een project betreffende land- en waterbeheer 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 Planning and Development Cooperation, being the Competent Zambian Authority for the purpose of this Project Agreement, hereinafter referred to as "the Zambian Party",

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 "Land and Water Management Project", hereinafter referred to as "the Project".

2. The objective of the Project is to contribute to an increase of the smallholder agricultural production in Western Province, through the introduction of improved land and water management practices to the smallholder farmers.

3. The Project shall be undertaken by:

– Determination of the most suitable areas/methods for improved land and water resources utilization for agriculture in the wetlands of Western Province with the direct involvement of the local farming community.

– Strengthening of local capacity within the Office of the Provincial Agricultural Officer of the Department of Agriculture, capable of dealing with the land and water utilization of the wetlands in Western Province, through a planned training programme and/or recruitment strategy.

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 senior expert, costs of local project personnel, consultancy services, equipment and contributions to cover operational costs and training costs.

– the acquisition of additional means of transport as budgeted for in the plan of operations is dependent on the availability of two BSC-holders.

Upon termination of the project a decision will be taken on handing over project vehicles and motor bikes, considering the staffing of the Department of Agriculture (the Irrigation and Land Husbandry Branch in particular) and the availability of funds to cover operational costs.

2. The value of the Netherlands contribution is estimated at 1,575,000.– Netherlands guilders.

Article III

The Zambian Contribution

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

- counterpart project coordinator,
- 2 BSC-graduates, one NRDC-graduate,
- 2 Land Use Planning assistants, one driver,
- housing for project staff.

2. The total value of the Zambian contribution is estimated at 5,400,000.– kwacha.

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 Director 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 Provincial Agricultural 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 shall be transferred to the Government of Zambia unless otherwise decided.

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 January 1st 1992 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 Agreement 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 9th day of June 1992 in two originals in English.

For the Netherlands Minister for Development Cooperation

(sd.) E. G. MADURO

For the Zambian Minister of Planning and Development Cooperation

(sd.) M. M. LISWANISO

Het akkoord is op 9 juni 1992 in werking getreden, met terugwerkende kracht vanaf 1 januari 1992.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Lusaka op 17 juni 1992 tussen de wederzijdse bevoegde autoriteiten tot stand gekomen een administratief akkoord inzake het Programma ter bevordering van de rijstbouw in de Lui River Valley. 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 Chargé d'Affaires of the Royal Netherlands Embassy at Lusaka, Mr. J. J. J. Teunissen

and

the Zambian Minister of Planning and Development Cooperation, being the Competent Zambian Authority for the purpose of this Project Agreement, hereinafter referred to as "the Zambian Party",

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 "Rice Promotion Programme Lui River Valley", hereinafter referred to as "the Project".

2. The objective of the Project is to contribute to an increase of the smallholder rice production in Western Province, through the introduction of improved land and water management practices and animal draft power to the smallholder farmers.

3. The Project shall be undertaken by:

- land evaluation resulting in a selection of "wetlands" suitable for rice production;
- promotion of animal draft power for production of rice and for rural transport;
- introduction of new technologies in relation to animal draft power, threshing, tillage etc.

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 supporting missions, transport means, a con-

tribution for the acquisition of a rice mill, farm implements and inputs.

2. The value of the Netherlands contribution is estimated at 650,000.- Netherlands guilders.

Article III

The Zambian Contribution

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

– The provision of housing for the Zambian staff and salaries for extension workers and district subject matters specialists.

2. The total value of the Zambian contribution is estimated at 1,352,000.- Kwacha per year (including 4.000 ltr. fo fuel).

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, Food and Fisheries 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 Agricultural 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 shall be transferred to the Government of Zambia, unless otherwise decided.

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. 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 January 1st, 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 Agreement 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 17th day of June 1992 in two originals in English.

For the Netherlands Minister for Development Cooperation

(s.d.) J. J. J. TEUNISSEN

For the Zambian Minister of Planning and Development Cooperation

(s.d.) M. M. LISWANISO

Het akkoord is op 17 juni 1992 in werking getreden, met terugwerkende kracht vanaf 1 januari 1991.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Lusaka op 30 juli 1992 tussen de wederzijdse bevoegde autoriteiten tot stand gekomen een administratief akkoord inzake een onderzoek met als doel de verbetering van de voedselsituatie in de Western Province door onder meer verhoging van de landbouwproductie. 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 Planning and Development Cooperation, being the Competent Zambian Authority for the purpose of this Project Agreement, hereinafter referred to as "the Zambian Party",

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 "Adaptive Research Planning Team", hereinafter referred to as "the Project".

2. The objective of the Project is to contribute to the food security in the Western Province by improving the productivity and the economic and ecological sustainability of local agricultural production systems.

3. The Project shall be undertaken by:

- Preparation and implementation of applied agricultural research;
- Promotion of farmer's participation in agricultural research;
- Formulation of extension messages relevant for smallholder agriculture.

4. The cooperation between the two Parties is planned to last 2.5 years.

Article II

The Netherlands Contribution

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

- the provision of external expertise (long-term personnel and short-term consultancies), materials and costs of training and operation.

2. The value of the Netherlands contribution is estimated at 4,883,193.- Netherlands guilders.

3. The Netherlands contribution is subject to the following conditions.

- A plan will be prepared allowing Zambian staff to progressively take over tasks performed by expatriate personnel.
- The national responsibility will be increased for the administration of ARPT-WP project funds as well as for overall project management. (The formulation mission for the Western Province Programme will advise on the specific modalities.)
- The "women in development" aspect will, explicitly and in an operational sense, be incorporated in the research programme.

Article III

The Zambian Contribution

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

– the provision of staff, 9 in total of which 5 at MSc level and a progressively increasing contribution to the operational costs.

2. The total value of the Zambian contribution is estimated at ZK 8 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 the Director of Agriculture, Food and Fisheries 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 Research Branch and the Provincial Agricultural 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 shall be transferred to the Government of Zambia unless both parties decide to give another destination to the equipments and materials.

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 June 1993 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 January 1st 1992 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 Agreement 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 30th day of July 1992 in two originals in English.

For the Netherlands Minister for Development Cooperation

(s.d.) E. G. MADURO

For the Zambian Minister of Planning and Development Cooperation

(s.d.) M. M. LISWANISO

Het akkoord is op 30 juli 1992 in werking getreden, met terugwerkende kracht vanaf 1 januari 1992.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Lusaka op 19 april 1993 tussen de wederzijdse bevoegde autoriteiten tot stand gekomen een administratief akkoord inzake een Project betreffende landbouw in het district Kalabo. 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 Planning and Development Cooperation, being the Competent Zambian Authority for the purpose of this Project Agreement, hereinafter referred to as "the Zambian Party",

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 "Kalabo Agricultural Project", hereinafter referred to as "the Project".
2. The objective of the Project is to promote sustainable agricultural development and food security in Kalabo District.
3. 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:

– Technical assistance personnel, training, means of transport and some operational costs.

2. The value of the Netherlands contribution is estimated at 1,786,862.- Netherlands guilders.

Article III

The Zambian Contribution

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

– Availability and salaries of 11 staff and office accommodation. Some operational costs will be born by the Government of Zambia.

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 Director of Agriculture, Food and Fisheries, 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 District Agricultural Officer Kalabo, 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 shall be transferred to the Government of Zambia unless both parties decide to give another destination to the equipment and materials.

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 the beginning of 1995 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 January 1st 1993 on the date of signature by both Parties and shall expire either at the end of the period stated in Article I, paragraph 3, of this Agreement 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 19th day of April 1993 in two originals in English.

For the Netherlands Minister for Development Cooperation

(s.d.) E. G. MADURO

For the Zambian Minister of Planning and Development Cooperation

(s.d.) M. M. LISWANISO

Het akkoord is op 19 april 1993 in werking getreden, met terugwerkende kracht vanaf 1 januari 1993.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Lusaka op 30 april 1993 tussen de wederzijdse bevoegde autoriteiten tot stand gekomen een administratief akkoord betreffende het Project inzake dierlijke tractie in de Western Province, tweede fase. 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 Planning and Development Cooperation, being the Competent Zambian Authority for the purpose of this Project Agreement, hereinafter referred to as "the Zambian Party",

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 "Western Province Animal Draft Power project, Phase II"), hereinafter referred to as "the Project".

2. The objective of the Project is to increase agricultural production by introduction subsequently intensification of the use of animal traction.

3. The project shall be undertaken by:

- improving the availability of implements for animal draught power (ADP);
- promoting more efficient use of ADP i.a. by introduction of implements for weeding, planting and harvesting;
- promoting more efficient use of available livestock;
- training and extension.

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:

- Fielding of a technical advisor and payment of local project staff.
- Two vehicles.
- Funds for training of blacksmiths, local staff.
- Funds for a loan scheme for oxen and for ADP implements trade credit.

2. The value of the Netherlands contribution is estimated at 2,965,000.– Netherlands guilders.

Article III

The Zambian Contribution

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

- Ensure cooperation be relevant staff of the Ministry of Agriculture, Food and Fisheries (extension workers, provincial agricultural engineer and district agricultural engineers).
- Contribute to operational costs, construction works, financing of equipment and tools, field days and courses and to the acquisition of oxen.

¹⁾ Voor de eerste fase zie rubriek J van *Trb.* 1991, 25.

2. The total value of the Zambian contribution is estimated at Dfl. 88,500.- which in September 1992 when the phase II proposal was endorsed, was the equivalent of Zmk. 6,995,000.- (exchange rate 1 Dfl. = 127 Zmk.).

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 Director of Agriculture, Food and Fisheries, 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 Agricultural Engineer, 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 shall be transferred to the Government of Zambia unless both parties decide to give another destination to the equipments and materials.

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 the first quarter of 1995 an evaluation will be held: yearly review meetings are planned in September.
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 January 1st 1993 on the date of signature by both Parties and shall expire either at the end of the period stated in Article I, paragraph 3, of this Agreement 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 30th day of April 1993 in two originals in English.

For the Netherlands Minister for Development Cooperation

(sd.) E. G. MADURO

For the Zambian Minister of Planning and Development Cooperation

(sd.) M. M. LISWANISO

Het akkoord is op 30 april 1993 in werking getreden, met terugwerkende kracht vanaf 1 januari 1993.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Lusaka op 27 mei 1993 tussen de wederzijdse bevoegde autoriteiten tot stand gekomen een administratief akkoord inzake de ontwikkeling en productie van landbouwwerktuigen bij de 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", 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 Planning and Development Cooperation, 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 in Lusaka on the 12th of September 1979, hereinafter referred to as the "Agreement"; with regard to the project agreement as signed on the 24th of June 1991;

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 tools and agricultural implements.

3. The Project shall be undertaken by:

- the improvements and consolidation of the existing production line and the development of a marketing strategy;
- the training of local staff;

– the transfer of know how and capacity to manufacture small scale agricultural implements.

4. The cooperation between the two Parties is planned to last 5 months, from 1 August 1993 until 31 December 1993.

Article II

The Netherlands Contribution

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

- the provision of a full time technical adviser;
- the carrying out of backstopping missions.

2. The value of the Netherlands contribution is estimated at 402,191.95 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 provisions of buildings, materials, land etc.;
- the provision of the capital and recurrent costs.

2. The total value of the Zambian contribution is estimated at an amount in Zambia Kwacha equivalent to the Netherlands contribution as mentioned in Article II, paragraph 2.

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 shall be transferred to the Government of Zambia unless both parties decide to give another destination to the equipment and materials.

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

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 XII

Amendments

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

Article XIII

Entry into force and duration

The Project Agreement shall enter into force on 1 August 1993 and shall expire either at the end of the period stated in Article I, paragraph 4, of this Agreement 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 27th day of May 1993 in two originals in English.

For the Netherlands Minister for Development Cooperation

(sd.) E. G. MADURO

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

(sd.) M. M. LISWANISO

Het akkoord is op 1 augustus 1993 in werking getreden.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Lusaka op 4 juni 1993 tussen de wederzijdse bevoegde autoriteiten tot stand gekomen een administratief akkoord inzake de tweede fase van het Project betreffende 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 Deputy Minister of Planning and Development Cooperation, 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 in 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 the second phase¹⁾ of the project known as "Primary Health Care Project, Western Province (ZM/92/033)", 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. During its Second Phase the Project will put special emphasis on the community based implementation of Primary Health Care with a strong district focus.

3. The Project shall be undertaken by:

- Community Development oriented activities;
- rehabilitation and upgrading health infrastructure, in the field of both Community Health Care and Basic Health services;
- support in management (planning, implementation, monitoring);
- training and backstopping (seminars, in-service training).

4. The cooperation between the two Parties is planned to last 4 (four) 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 one medical sociologist;
- the provision of technical backstopping on a periodical basis;
- the provision of part of the capital and recurrent costs;
- the provision of logistics (vehicles, motorbicycles, bicycles, spares).

2. The value of the Netherlands contribution is estimated at f 5.830.000,- Netherlands guilders.

¹⁾ Voor de eerste fase zie rubriek J van *Trb.* 1991, 192.

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 4 million (equivalent to f 13.600.– Netherlands guilders). It is expected that in the course of the Project a proportional increase of the Zambian contribution with regard to the Netherlands contribution will be realised in a gradual way.

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 representatives of the District Health Boards as soon as they gain their legal status. For the time being the Provincial Medical Officer will be in charge of the task of Zambian Project Manager. This task will be taken over by the six Directors of District Health Services, in their capacity of Chief Executive Officers of the District Health Boards. 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 unless both parties decide to give another destination to the equipments and materials.

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 and in the middle of the fourth year of the Project implementation an evaluation will be held; other 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 January 1993) 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 Agreement 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 in Lusaka on the 4th day of June 1993 in two originals in English.

For the Netherlands Minister for Development Cooperation

(sd.) E. G. MADURO

For the Zambian Deputy Minister of Planning and Development Cooperation

(sd.) M. M. LISWANISO

Het akkoord is op 4 juni 1993 in werking getreden, met terugwerkende kracht vanaf 1 januari 1993.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Lusaka op 2 juli 1993 tussen de wederzijdse bevoegde autoriteiten tot stand gekomen een administratief akkoord inzake het nationale dierlijke-trekkkrachtprogramma. 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 Deputy Minister of Planning and Development Cooperation in the Office of the President, 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 "National Animal Draught Power Development Programme", hereinafter referred to as "the Project".

2. The objective of the Project, which comprises the components "Palabana Animal Draught Power Development Programme (PADPDP) and National Animal Draught Power Coordination Programme" (NADPCP) is to develop and promote the application of animal draught power in Zambian agriculture.

3. The Project shall be undertaken by:

- assistance to policy development;
- coordination of planning and implementation of ADP activities;
- promotion of information exchange;
- training of extension personnel;
- preparation of extension messages;
- an out reach programme for field staff, farmers groups and NGO's.

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:

- technical assistance by fielding long term experts and short term consultancies;
- vehicles and equipment;
- staff training;
- operational costs.

2. The value of the Netherlands contribution is estimated at 7,636,000.- Netherlands guilders.

Article III

The Zambian Contribution

1. The Zambian Party shall make the following contribution to the Project:
 - personnel costs per training to the staff assigned to the programme (A);
 - availability of project facilities at Palabana, Magoye and Lusaka (B).
2. The total value of the Zambian contribution is estimated at NLG. 220,000.– (being ZMk. 63.5 mln) (A).

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-Leaders 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 Director of Agriculture, Food and Fisheries, 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 Head of the Agricultural Engineering Section for the National Animal Draught Power Development Programme and by the Head of the Extension and Training Branch for the Palabana Animal Draught Power Development Programme. These two representatives will supervise the appointed Zambian Project Managers (one for each component). The Zambian Executive Authority and the Zambian Project Managers shall provide the Team-Leaders 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 Managers 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-Leaders 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 two (2) Plans of Operations (one for each component) stating in detail the contribution of both Parties, including the number and duties of the Netherlands and Zambian personnel, their job-descriptions, a timetable and a list of equipment and materials to be supplied by either Party.

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

3. The Plans 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 shall be transferred to the

Government of Zambia unless both parties decide to give another destination to the equipment and materials.

Article X

Reporting

The Project Manager and the Team-Leaders shall jointly submit to the Executive Authorities quarterly reports in English on the progress made on the implementation of the Projects. 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 the second half of 1995 an evaluation will be held.
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 January 1st, 1993 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 Agreement 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 2nd day of July 1993 in two originals in English.

For the Netherlands Minister for Development Cooperation

(sd.) E. G. MADURO

For the Zambian Deputy Minister of Planning and Development Cooperation

(sd.) M. M. LISWANISO

Het akkoord is op 2 juli 1993 in werking getreden, met terugwerkende kracht vanaf 1 januari 1993.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Lusaka op 19 augustus 1993 tussen de wederzijdse bevoegde autoriteiten tot stand gekomen een administratief akkoord inzake het veehouderij-ontwikkelingsprogramma in de Western Province, tweede fase. 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 Deputy Minister of Planning and Development Cooperation in the Office of the President, 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 "Western Province Livestock Development Programme Phase II"¹⁾!, hereinafter referred to as "the Project".

2. The objective of the Project is to increase productivity of animal husbandry in Western Province and to enlarge access of the poorer sections of the population to the benefits of animal husbandry.

3. The Project shall be undertaken by:

- developing sustainable veterinary services i.a. implementing a minimum cost animal disease control programme;
- strengthening extension;
- in service training of governmental and non-governmental staff;
- optimization of sustainable use of natural resources;
- improving access of the poorer sections of the population to the benefits of animal husbandry;
- further elaboration of the provincial livestock development strategy.

4. The cooperation 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 technical assistance component comprising 3 long term international staff;
- investment and operational costs as well as a training programme.

2. The value of the Netherlands contribution is estimated at 15,286,000.- Netherlands guilders.

Article III

The Zambian Contribution

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

- counterpart staff of the Animal Husbandry Section of the

¹⁾ Voor de eerste fase zie rubriek J van *Trb.* 1991, 25.

Department of Agriculture and of the Department of Veterinary and Tsetse Control Services;

– facilities of these host organizations and operational costs.

2. The total value of the Zambian contribution is estimated at NLG. 7,876,700 (being ZMk. 1 875 mln as per rate of exchange on August 17, 1993).

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 Provincial Crop and Livestock Development Committee, 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 Head of the Animal Husbandry Section of the Department of Agricultural and the Provincial Veterinary Authority and the Project co-managers 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 Managers 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-Leaders 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 two (2) Plans of Operations (one for each component) stating in detail the contribution of both Parties, including the number and duties of the Netherlands and Zambian personnel, their job-descriptions, a timetable and a list of equipment and materials to be supplied by either Party.
2. The Plans of Operations may be amended by mutual consent by the Executive Authorities.
3. The Plans 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 shall be transferred to the Government of Zambia unless both parties decide to give another destination to the equipment and materials.

Article X

Reporting

The Project Managers and the Team-Leaders shall jointly submit to the Executive Authorities quarterly reports in English on the progress made on the implementation of the Projects. 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 4th year of the Project implementation an evaluation will be held. Mid-term reviews will be arranged in consultation between the Executive Authorities.
2. The composition of the evaluation or review 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 1-10-1992 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 Agreement 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 19th of August 1993 in two originals in English.

For the Netherlands Minister for Development Cooperation

(sd.) J. J. J. TEUNISSEN

For the Zambian Deputy Minister of Planning and Development Cooperation

(sd.) M. M. LISWANISO

Het akkoord is op 19 augustus 1993 in werking getreden, met terugwerkende kracht vanaf 1 oktober 1992.

Uitgegeven de eenentwintigste december 1993.

De Minister van Buitenlandse Zaken,

P. H. KOOIJMANS

INHOUD

A. TITEL	1
B. TEKST	1
C. VERTALING	1
D. PARLEMENT	1
G. INWERKINGTREDING	1
J. GEGEVENS	1
Administratief akkoord inzake een project betreffende land- en waterbeheer in de Western Province; Lusaka, 9 juni 1992	2
Administratief akkoord inzake het Programma ter bevorde- ring van de rijstbouw in de Lui River Valley; Lusaka, 17 juni 1992	6
Administratief akkoord inzake een onderzoek met als doel de verbetering van de voedselsituatie in de Western Province <i>door onder meer verhoging van de landbouwproductie</i> ; Lusaka, 30 juli 1992	11
Administratief akkoord inzake een Project betreffende land- bouw in het district Kalabo; Lusaka, 19 april 1993	16
Administratief akkoord betreffende het Project inzake dier- lijke tractie in de Western Province, tweede fase, Lusaka, 30 april 1993	20
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Administratief akkoord inzake de tweede fase van het Project betreffende eerstelijns-gezondheidszorg in de West- ern Province; Lusaka, 4 juni 1993	29
Administratief akkoord inzake het nationale dierlijke-trek- krachtprogramma; Lusaka, 2 juli 1993	34
Administratief akkoord inzake het veehouderij-ontwik- kingsprogramma in de Western Provincie, tweede fase; Lusaka, 19 augustus 1993	39