

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1993 Nr. 181

A. TITEL

*Overeenkomst tussen het Koninkrijk der Nederlanden en de Republiek
Kenya inzake technische samenwerking;
Nairobi, 29 april 1980*

B. TEKST

De tekst van de Overeenkomst is geplaatst in *Trb.* 1980, 109.

C. VERTALING

Trb. 1980, 109.

D. PARLEMENT

Zie *Trb.* 1981, 120.

De in rubriek J 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.* 1981, 120.

J. GEGEVENS

Zie *Trb.* 1984, 21.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 24 januari 1992 te Nairobi tussen de bevoegde wederzijdse autoriteiten een administratief akkoord tot stand gekomen inzake een project

betreffende de verzameling en bewerking van grondwatergegevens, vierde fase. De tekst van het administratief 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", represented in this matter by the Ambassador Extraordinary and Plenipotentiary of Her Majesty the Queen of the Netherlands,

and

the Vice-President and Minister for Finance, being the Competent Kenyan Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Kenyan Party";

With regard to the provisions of Article I of the Agreement on Technical Cooperation between the Kingdom of the Netherlands and the Republic of Kenya, signed at Nairobi on the 29th April 1980, hereinafter referred to as "the Agreement",

Have entered into the following Administrative Arrangement:

Article I

The Project

1. The two Parties shall jointly carry out a project, to be known as "Water Resources Assessment and Planning Programme, Phase IV (WRAP IV)"¹⁾, hereinafter referred to as "the Project".

2. The aim of the Project is to assist the Ministry of Water Development (MoWD) in attaining sustainable water resources management.

3. This aim shall be pursued by:

- consolidating and strengthening of the capacity of the Water Resources Assessment Section of the MoWD;
- supporting the Water Resources Assessment Section of the MoWD in carrying out Water Resources Assessment Studies in five districts;
- formulating a District Water Development Plan in two districts;
- continuing Institutional Building on District Water Development Planning Capacity by facilitating Human Resources Development activities at various local Institutions including the Kenya Institute of Administration.

¹⁾ Voor de fasen I, II en III zijn geen administratieve akkoorden gesloten.

4. The cooperation between the two Parties is planned to last for a period of four years.

Article II

The Netherlands Contribution

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

- the provision of expatriate staff;
- the provision of equipment;
- the provision of training facilities;
- the provision of funds.

2. The value of the Netherlands contribution to the implementation of the Project is estimated at the amount of 8,600,000.- Dutch guilders.

Article III

The Kenyan Contribution

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

- the payment of the salaries of the local staff;
- the provision of development funds;
- the follow-up of project activities.

2. The total value of the Kenyan contribution is estimated at K£. 2,075,000.-.

Article IV

The Executive Authorities

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 Kenya, 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 Kenyan Executive Authority and its representative and will respect the operational instructions given by the said Authority to the Kenyan personnel.

2. The Kenyan Party shall appoint the Ministry of Water Development as the Kenyan Executive Authority, in charge of the implementation of the Project.

3. The Kenyan Executive Authority shall be represented, as far as the day to day operations of the Project are concerned, by the Director of Water Development, MoWD, through a Project Manager who will be a Kenyan.

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 organisations. 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 Kenyan Executive Authority for the correct implementation of the Kenyan contribution to 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 Working Document

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

2. The Working Document may be amended by mutual consent by the Executive Authorities.

3. The Working Document shall form an integral part of this Administrative Arrangement.

Article VIII

Personnel

The Netherlands personnel shall enjoy the privileges and immunities described in Articles II and III of the Agreement.

Article IX

Equipment and Materials

The provisions of Article VII 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 and materials shall be transferred to the Government of Kenya unless otherwise agreed between the Executive Authorities.

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

Settlement of Disputes

Any dispute concerning the interpretation or implementation of this Administrative Arrangement which cannot be settled by consultations between the two Parties shall be referred to the respective governments.

Article XIII

Entry into Force and Duration

This Administrative Arrangement shall enter into force with retroactive effect from July 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 Arrangement or on the date on which the Project has been completed in conformity with the provisions of this Arrangement and of the Working Document whichever date is the later.

DONE at Nairobi on the 24th day of January 1992 in two originals in English.

For the Netherlands Minister for Development Cooperation

(sd.) L. P. J. MAZAIRAC

L. P. J. Mazairac

For the Kenyan Vice-President and Minister for Finance

(sd.) W. KOINANGE

W. Koinange

Het akkoord is ingevolge zijn artikel XIII op 24 januari 1992 in werking getreden, met terugwerkende kracht vanaf 1 juli 1991.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 2 juni 1992 een administratief akkoord tot stand gebracht inzake een project basisgezondheidszorg voor moeder en kind in South Nyanza. De tekst van het administratief 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", represented in this matter by the Ambassador Extraordinary and Plenipotentiary of Her Majesty the Queen of the Netherlands,

and

the Minister for Finance, being the Competent Kenyan Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Kenyan Party";

With regard to the provisions of Article I of the Agreement on Technical Cooperation between the Kingdom of the Netherlands and the Republic of Kenya, signed at Nairobi on the 29th April 1980, hereinafter referred to as "the Agreement",

Have entered into the following Administrative Arrangement:

Article I

The Project

1. The two Parties shall jointly carry out a project, to be known as Child Survival and Development South Nyanza hereinafter referred to as "the Project".

2. The aim of the Project is to improve the living conditions of the population in the project area.

3. This aim shall be pursued by:

- lowering the infant mortality rate;
- integrating the Project into a community based health care system.

4. The cooperation between the two Parties is planned to last for a period of five years.

Article II

The Netherlands Contribution

1. The Netherlands Party shall finance the implementation of the Project.

2. The value of the Netherlands contribution to the implementation of the Project is estimated at the amount of 2,879,000.- Dutch guilders.

Article III

The Kenyan Contribution

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

- the whole of Rangwe Division will be declared a project area;
- the health center and dispensary in Rangwe Division will be made available;
- provision of technical and supporting personnel to the Project and payment of salaries and other benefits of these personnel;
- the supply of essential drugs, vaccines, contraceptives and other health supplies;
- the physical maintenance of the health facilities and the provision and maintenance of the utilities;
- the day to day management both technical and administrative of the health facilities.

2. The total value of the Kenyan contribution is estimated at Ksh 12,575,682.-.

Article IV

The Executive Authorities

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.

2. The Kenyan Party shall appoint the Ministry of Health as the Kenyan Executive Authority in charge of the 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 organisations. The Executive Authorities shall inform each other in writing of any such delegation and of the extent of the delegation.

Article VI

The Working Document

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

2. The Working Document may be amended by mutual consent by the Executive Authorities.

3. The Working Document shall form an integral part of this Administrative Arrangement.

Article VII

Personnel

The personnel not being Kenyan nationals shall enjoy the privileges and immunities described in Articles II and III of the Agreement.

Article VIII

Equipment and Materials

The provisions of Article VII 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 and materials shall be transferred to the Government of Kenya unless otherwise agreed between the Executive Authorities.

Article IX

Reporting

On the termination of the Project the Executive Authorities shall submit to all parties involved a final report in English on all aspects of the work executed in connection with the Project.

Article X

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 XI

Settlement of Disputes

Any dispute concerning the interpretation or implementation of this Administrative Arrangement which cannot be settled by consultations between the two Parties shall be referred to the respective governments.

Article XII

Entry into Force and Duration

This Administrative Arrangement shall enter into force with retroactive effect to 8th June 1990 on the date of signature by both Parties and shall expire either at the end of the period stated in Article I, paragraph 4, of this Arrangement or on the date on which the Project

has been completed in conformity with the provisions of this Arrangement and of the Working Document whichever date is the later.

DONE at Nairobi on the 2nd day of June 1992 in two originals in English.

For the Netherlands Minister for Development Cooperation

(sd.) A. H. HUITZING

A. H. Huitzing
Chargé d'Affaires a.i. Royal Netherlands Embassy

For the Kenyan Minister of Finance

(sd.) D. B. KIMUTAI

D. B. Kimutai
Financial Secretary, Office of the Vice-President and Ministry of Finance

Het akkoord is ingevolge zijn artikel XII op 2 juni 1992 in werking getreden, met terugwerkende kracht vanaf 8 juni 1990.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 24 juli 1992 een administratief akkoord tot stand gebracht inzake een project betreffende de bevordering van gecombineerde land- en bosbouw, tweede fase. De tekst van het administratief 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", represented in this matter by the Ambassador Extraordinary and Plenipotentiary of Her Majesty the Queen of the Netherlands,
and

the Vice-President and Minister for Finance, being the Competent Kenyan Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Kenyan Party";

With regard to the provisions of Article I of the Agreement on Technical Cooperation between the Kingdom of the Netherlands and the Republic of Kenya, signed at Nairobi on the 29th April 1980, hereinafter referred to as "the Agreement",

Have entered into the following Administrative Arrangement:

Article I

The Project

1. The two Parties shall jointly carry out a project, to be known as "Kenya Woodfuel Agroforestry Project, phase II¹⁾ (KWAP)", hereinafter referred to as "the Project".

2. The aim of the Project is to develop a sustainable rural production environment for responding to the woody biomass needs of the rural households.

3. This aim shall be pursued by a programme of activities in the Kakamega, Kisii, Kericho, Uasin Gishu and two other districts still to be determined.

4. The cooperation between the two Parties is planned to last for a period of four years with effect from 1 July 1991.

Article II

The Netherlands Contribution

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

- provision of funds for programme activities;
- provision of technical assistance;
- provision of materials.

2. The value of the Netherlands contribution to the implementation of the Project is estimated at the amount of 16,250,000.- Dutch guilders.

Article III

The Kenyan Contribution

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

- provision of personnel of various government services;
- provision of logistical support.

¹⁾ Voor fase I is geen administratief akkoord gesloten.

2. The total value of the Kenyan contribution is estimated at 2,250,000.– Kenyan Pounds.

Article IV

The Executive Authorities

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 Kenya, as far as the day to day operations of the Project are concerned, by the Netherlands Teamleader. The Teamleader shall act in close cooperation with the Kenyan Executive Authority and its representative and will respect the operational instructions given by the said Authority to the Kenyan personnel.

2. The Kenyan Party shall appoint the Biomass and Renewable Energies Department of the Ministry of Energy as the Kenyan Executive Authority in charge of the implementation of the Project.

The Kenyan Executive Authority shall be represented, as far as the day to day operations of the Project are concerned by the Head of the Biomass and Renewable Energies Department of the Ministry of Energy, who will be the Kenyan Project Manager.

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 organisations. 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 Kenyan Executive Authority for the correct implementation of the Kenyan contribution to 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 Working Document

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

2. The Working Document may be amended by mutual consent by the Executive Authorities.

3. The Working Document shall form an integral part of this Administrative Arrangement.

Article VIII

Personnel

The Netherlands personnel shall enjoy the privileges and immunities described in Articles II and III of the Agreement.

Article IX

Equipment and Materials

The provisions of Article VII 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 and materials shall be transferred to the Government of Kenya unless otherwise agreed between the Executive Authorities.

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

Settlement of Disputes

Any dispute concerning the interpretation or implementation of this Administrative Arrangement which cannot be settled by consultations between the two Parties shall be referred to the respective governments.

Article XIII

Entry into Force and Duration

This Administrative Arrangement shall enter into force with retroactive effect to 1 July 1991 on the date of signature by both Parties and shall expire either at the end of the period stated in Article I, paragraph 4, of this Arrangement or on the date on which the Project has been completed in conformity with the provisions of this Arrangement and of the Working Document whichever date is the later.

DONE at Nairobi on the 24th day of July 1992 in two originals in English.

For the Netherlands Minister for Development Cooperation

(sd.) L. P. J. MAZAIRAC

L. P. J. Mazairac

For the Kenyan Vice-President and Minister of Finance

(sd.) W. KOINANGE

W. Koinange

Het akkoord is ingevolge zijn artikel XIII op 24 juli 1992 in werking getreden, met terugwerkende kracht vanaf 1 juli 1991.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 3 augustus 1992 een administratief akkoord tot stand gebracht inzake scholing op het gebied van milieu- en stedelijke ontwikkeling. De tekst van het administratief 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", represented in this matter by the Ambassador Extraordinary and Plenipotentiary of Her Majesty the Queen of the Netherlands,

and

the Vice-President and Minister for Finance, being the Competent Kenyan Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Kenyan Party";

With regard to the provisions of Article I of the Agreement on Technical Cooperation between the Kingdom of the Netherlands and the Republic of Kenya, signed at Nairobi on the 29th April 1980, hereinafter referred to as "the Agreement",

Have entered into the following Administrative Arrangement:

Article I

The Project

1. The two Parties shall jointly carry out a project, to be known as "Environmental and Urban Development Training Project", hereinafter referred to as "the Project".

2. The aim of the Project is to improve the environmental planning capacity of the Ministry of Local Government and selected Local Authorities.

3. This aim shall be pursued by training, technical assistance, production of training materials and development funds.

4. The cooperation between the two Parties is planned to last for a period of two and one half (2½) years.

Article II

The Netherlands Contribution

1. The Netherlands Party shall make the following contribution to the Project: funds for technical assistance and execution of the Project.

2. The value of the Netherlands contribution to the implementation of the Project is estimated at the amount of Dfl. 2,714,420.- Dutch guilders.

Article III

The Kenyan Contribution

1. The Kenyan Party shall make the following contribution to the Project: salaries of necessary local personnel and logistical support.

2. The total value of the Kenyan contribution is estimated at KSh. 3 million.

Article IV

The Executive Authorities

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 Kenya, as far as the day to day operations of the Project are concerned, by the Technical Expert appointed by the Netherlands Executive Authority. The Technical Expert shall act in close cooperation with the Kenyan Executive Authority and its representative and will respect the operational instructions given by the said Authority to the Kenyan personnel.

2. The Kenyan Party shall appoint the Ministry of Local Government as the Kenyan Executive Authority in charge of the implementation of the Project.

The Kenyan Executive Authority shall be represented, as far as the day to day operations of the Project are concerned by the Director of the Department of Urban Development of the Ministry of Local Government who will be the Kenyan Project Manager.

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

Article VI

Project Manager/Technical expert

The Project Manager shall be responsible to the Kenyan Executive Authority for the correct implementation of the Kenyan contribution to the Project.

The Technical Expert shall be responsible to the Netherlands Executive Authority for the correct implementation of the Netherlands contribution to the Project.

Article VII

The Working Document

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

2. The Working Document may be amended by mutual consent by the Executive Authorities.

3. The Working Document shall form an integral part of this Administrative Arrangement.

Article VIII

Personnel

The Netherlands personnel as mentioned in Article IV shall enjoy the privileges and immunities described in Articles II and III of the Agreement.

Article IX

Equipment and Materials

The provisions of Article VII of the Agreement are applicable to the importation of the equipment and materials provided by the Nether-

lands Party. Upon completion of the Project the ownership of the equipment and materials of the Project and materials shall be transferred to the Government of Kenya unless otherwise agreed between the Executive Authorities.

Article X

Reporting

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

Article XI

Evaluation

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

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

Article XII

Settlement of Disputes

Any dispute concerning the interpretation or implementation of this Administrative Arrangement which cannot be settled by consultations between the two Parties shall be referred to the respective governments.

Article XIII

Entry into Force and Duration

This Administrative Arrangement shall enter into force with retroactive effect to 15 May 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 Arrangement or on the date on which the Project has been completed in conformity with the provisions of this Arrangement and of the Working Document whichever date is the later.

DONE at Nairobi on the 3rd day of August 1992 in two originals in English.

For the Netherlands Minister for Development Cooperation

(sd.) L. P. J. MAZAIRAC

L. P. J. Mazairac

For the Vice-President and Minister of Finance of the Republic of Kenya

(sd.) W. KOINANGE

W. Koinange

Het akkoord is ingevolge zijn artikel XIII op 3 augustus 1992 in werking getreden, met terugwerkende kracht vanaf 15 mei 1992.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 4 februari 1993 een administratief akkoord tot stand gebracht inzake een databestand betreffende landbouwkundig onderzoek. De tekst van het administratief 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", represented in this matter by the Ambassador Extraordinary and Plenipotentiary of Her Majesty the Queen of the Netherlands,

and

the Kenyan Minister for Finance, being the Competent Kenyan Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Kenyan Party";

With regard to the provisions of Article I of the Agreement on Technical Cooperation between the Kingdom of the Netherlands and the Republic of Kenya, signed at Nairobi on the 29th April 1980, hereinafter referred to as "the Agreement",

Have entered into the following Administrative Arrangement:

Article I

The Project

1. The two Parties shall jointly carry out a project, to be known as Kenya Agricultural Research Database (KARD) hereinafter referred to as "the Project".

2. The aim of the Project is:
 - a. to make agricultural research on Kenya by KARI (Kenya Agricultural Research Institute) and others more effective and productive;
 - b. to enable KARI to set research priorities for future research;
 - c. to render agricultural research more easily accessible;
 - d. to increase the contribution of research to the improvement of the position of small farmers.
3. This aim shall be pursued by:
 - the provision of funds and technical assistance for the creation of an electronic (computer) database;
 - compilation of all relevant research documents in Kenya and abroad.
4. The cooperation between the two Parties is planned to last for a period of three years.

Article II

The Netherlands Contribution

1. The Netherlands Party shall make the following contribution to the Project: adequate funds for the implementation and technical assistance by an appointed consultant.
2. The value of the Netherlands contribution to the implementation of the Project is estimated at the amount of Dfl. 1,937,500.-.

Article III

The Kenyan Contribution

1. The Kenyan Party shall make the following contribution to the Project: secondment of personnel to the Project, logistic support, office space.
2. The total value of the Kenyan contribution is estimated at K£. 59,103 which includes K£. 28,630 for personnel seconded to the project.

Article IV

The Executive Authorities

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 Kenya, as far as the operations of the Project are concerned, by the Technical Advisor of the appointed consultant. The Technical Advisor shall act in close cooperation with the Kenyan Executive Authority and its representative and will respect the operational instructions given by the said Authority to the Kenyan personnel.

2. The Kenyan Party shall appoint the Director of KARI as the Kenyan Executive Authority in charge of the implementation of the Project.

The Kenyan Executive Authority shall be represented, as far as the day to day operations of the Project are concerned by the Senior Information Scientist for KARD, who will be the Kenyan Project Manager.

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 organisations. 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 Kenyan Executive Authority for the correct implementation of the Kenyan contribution to the Project.

The Technical Advisor shall be responsible to the Netherlands Executive Authority for the correct implementation of the Netherlands contribution to the Project.

Article VII

The Working Document

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

2. The Working Document may be amended by mutual consent by the Executive Authorities.

3. The Working Document shall form an integral part of this Administrative Arrangement.

Article VIII

Personnel

The expatriate personnel contracted by the Netherlands shall enjoy the privileges and immunities described in Articles II and III of the Agreement.

Article IX

Equipment and Materials

The provisions of Article VII 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 Kenya unless otherwise agreed between the Executive Authorities.

Article X

Reporting

The Project Manager and the Technical Advisor 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 on the implementation of the Project will be scheduled by the Executive Authorities.

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

Article XII

Settlement of Disputes

Any dispute concerning the interpretation or implementation of this Administrative Arrangement which cannot be settled by consulta-

tions between the two Parties shall be referred to the respective governments.

Article XIII

Entry into Force and Duration

This Administrative Arrangement shall enter into force with retro-active effect to 1st July 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 Arrangement or on the date on which the Project has been completed in conformity with the provisions of this Arrangement and of the Working Document whichever date is the later.

DONE at Nairobi on the 4th day of February 1993 in two originals in English.

For the Netherlands Minister for Development Cooperation

(sd.) R. FRUIN

R. Fruin

For the Kenyan Minister of Finance

(sd.) W. KOINANGE

W. Koinange

Het akkoord is ingevolge zijn artikel XIII op 4 februari 1993 in werking getreden, met terugwerkende kracht vanaf 1 juli 1992.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 18 juni 1993 een administratief akkoord tot stand gebracht inzake een project betreffende de ontwikkeling van kleinschalige irrigatie. De tekst van het administratief 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", represented in this matter by the Ambassador Extraordinary and Plenipotentiary of Her Majesty the Queen of the Netherlands,

and

the Minister for Finance, being the Competent Kenyan Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Kenyan Party";

With regard to the provisions of Article I of the Agreement on Technical Cooperation between the Kingdom of the Netherlands and the Republic of Kenya, signed at Nairobi on the 29th April 1980, hereinafter referred to as "the Agreement",

Have entered into the following Administrative Arrangement:

Article I

The Project

1. The two Parties shall jointly carry out a project, to be known as "Small Holder Irrigation and Drainage Project phase V¹⁾", hereinafter referred to as "the Project".

2. The aim of the Project is promotion of small scale irrigation development in Kenya through the establishment of services for irrigation and drainage in the Ministry of Agriculture. To train and advise the staff of the M.o.A. to deal effectively with smallholder irrigation and drainage development.

3. This aim shall be pursued by the provision of technical assistance and of funds, the use of which will be defined during the implementation.

4. The cooperation between the two Parties is planned to last for a period of three years (1 July 1991–June 1994).

Article II

The Netherlands Contribution

1. The Netherlands Party shall make the following contribution to the Project: two experts and local consultancy, training facilities and a revolving fund for loans.

2. The value of the Netherlands contribution to the implementation of the Project is estimated at the amount of 9,000,000.– Dutch guilders.

¹⁾ Voor de fasen I, II, III en IV zijn geen administratieve akkoorden gesloten.

Article III

The Kenyan Contribution

1. The Kenyan Party shall make the following contribution to the Project: local staff and salaries.
2. The total value of the Kenyan contribution is estimated at 2,910,000.- Dutch guilders.

Article IV

The Executive Authorities

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 Kenya, as far as the day to day operations of the Project are concerned, by the Netherlands Teamleader. The Teamleader shall act in close cooperation with the Kenyan Executive Authority and its representative and will respect the operational instructions given by the said Authority to the Kenyan personnel.

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

The Kenyan Executive Authority shall be represented, as far as the day to day operations of the Project are concerned by the officer appointed by the Ministry of Agriculture, who will be the Kenyan Project Manager.

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 organisations. 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 Kenyan Executive Authority for the correct implementation of the Kenyan contribution to 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 Working Document

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

2. The Working Document may be amended by mutual consent by the Executive Authorities.

3. The Working Document shall form an integral part of this Administrative Arrangement.

Article VIII

Personnel

The Netherlands personnel shall enjoy the privileges and immunities described in Articles II and III of the Agreement.

Article IX

Equipment and Materials

The provisions of Article VII 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 and materials shall be transferred to the Government of Kenya unless otherwise agreed between the Executive Authorities.

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 second year of the Project implementation an evaluation will be held.
2. The composition of the evaluation missions will be defined jointly by the Executive Authorities.

Article XII

Settlement of Disputes

Any dispute concerning the interpretation or implementation of this Administrative Arrangement which cannot be settled by consultations between the two Parties shall be referred to the respective governments.

Article XIII

Entry into Force and Duration

This Administrative Arrangement shall enter into force with retroactive effect to July 1, 1991 on the date of signature by both Parties and shall expire either at the end of the period stated in Article I, paragraph 4, of this Arrangement or on the date on which the Project has been completed in conformity with the provisions of this Arrangement and of the Working Document whichever date is the later.

DONE at Nairobi on the 18th day of June, 1993 in two originals in English.

For the Netherlands Minister for Development Cooperation

(sd.) R. FRUIN

R. Fruin

For the Kenyan Minister for Finance

(sd.) W. KOINANGE

W. Koinange

Het akkoord is ingevolge zijn artikel XIII op 18 juni 1993 in werking getreden, met terugwerkende kracht vanaf 1 juli 1991.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 18 juni 1993 een administratief akkoord tot stand gebracht inzake een project betreffende de verbetering van onverharde wegen. De tekst van het administratief 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", represented in this matter by the Ambassador Extraordinary and Plenipotentiary of Her Majesty the Queen of the Netherlands,

and

the Kenyan Minister for Finance, being the Competent Kenyan Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Kenyan Party";

With regard to the provisions of Article I of the Agreement on Technical Cooperation between the Kingdom of the Netherlands and the Republic of Kenya, signed at Nairobi on the 29th April 1980, hereinafter referred to as "the Agreement",

Have entered into the following Administrative Arrangement:

Article I

The Project

1. The two Parties shall jointly carry out a project, to be known as "Minor Roads Programme", hereinafter referred to as "the Project".
2. The aim of the Project is the development of a sustainable organization for the maintenance of minor roads.
3. This aim shall be pursued by:
 - the improvement, re-gravelling and maintenance of minor roads in several districts;
 - the spot improvement of minor roads;
 - the construction and maintenance of bridges;
 - the provision of materials;
 - the development of labour-based techniques for improvement and maintenance of roads;
 - the stimulation of a sustainable integration of these techniques in the national road maintenance structure.

4. The cooperation between the two Parties is planned to last for a period of 5 years.

Article II

The Netherlands Contribution

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

- provision of experts;
- consultancy services;
- funds for the project implementation.

2. The value of the Netherlands contribution to the implementation of the Project is estimated at the amount of 22,330,000.- Dutch guilders, of which Dfl. 500,000.- is meant for a yearly audit.

Article III

The Kenyan Contribution

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

- provision of personnel;
- office facilities for all Project Officers (Kenyan and Netherlands);
- provision of materials;
- funds for the project implementation.

2. The total value of the Kenyan contribution is estimated at Dfl. 9,288,125.-.

Article IV

The Executive Authorities

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 Kenya, as far as the day to day operations of the Project are concerned, by the Netherlands Teamleader. The Team Leader shall act in close cooperation with the Kenyan Executive Authority and its representative and will respect the operational instructions given by the said Authority to the Kenyan personnel.

2. The Kenyan Party shall appoint the Permanent Secretary of the Ministry of Public Works as the Kenyan Executive Authority in charge of the implementation of the Project.

The Kenyan Executive Authority shall be represented, as far as the day to day operations of the Project are concerned by the Chief Engineer (Roads), who will be the Kenyan Project Manager.

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 organisations. 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 Kenyan Executive Authority for the correct implementation of the Kenyan contribution to 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 Working Document

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

2. The Working Document may be amended by mutual consent by the Executive Authorities.

3. The Working Document shall form an integral part of this Administrative Arrangement.

Article VIII

Personnel

The Netherlands personnel shall enjoy the privileges and immunities described in Articles II and III of the Agreement.

Article IX

Equipment and Materials

The provisions of Article VII of the Agreement are applicable to the importation of the equipment and materials provided by the Netherlands Party. Upon completion of the Project the ownership of the equipment and materials of the Project and materials shall be transferred to the Government of Kenya unless otherwise agreed between the Executive Authorities.

Article X

Reporting

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

Article XI

Evaluation

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

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

Article XII

Settlement of Disputes

Any dispute concerning the interpretation or implementation of this Administrative Arrangement which cannot be settled by consultations between the two Parties shall be referred to the respective governments.

Article XIII

Entry into Force and Duration

This Administrative Arrangement shall enter into force with retroactive effect from January 1, 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 Arrangement or on the date on which the Project has been completed in conformity with the provisions of this Arrangement and of the Working Document whichever date is the later.

DONE at Nairobi on the 18th day of June 1993 in two originals in English.

For the Netherlands Minister for Development Cooperation

(sd.) R. FRUIN

R. Fruin

For the Kenyan Minister for Finance

(sd.) W. KOINANGE

W. Koinange

Het akkoord is ingevolge zijn artikel XIII op 18 juni 1993 in werking getreden, met terugwerkende kracht vanaf 1 januari 1993.

Uitgegeven de *eenendertigste* december 1993.

De Minister van Buitenlandse Zaken a.i.,

R. F. M. LUBBERS

INHOUD

A. TITEL	1
B. TEKST	1
C. VERTALING	1
D. PARLEMENT	1
G. INWERKINGTREDING	1
J. GEGEVENS	1
Administratief akkoord betreffende de verzameling en bewerking van grondwatergegevens, vierde fase; Nairobi, 24 januari 1992	2
Administratief akkoord inzake basisgezondheidszorg voor moeder en kind in South Nyanza; Nairobi, 2 juni	6
Administratief akkoord betreffende de bevordering van gecombineerde land- en bosbouw, tweede fase; Nairobi, 24 juli 1992	10
Administratief akkoord inzake scholing op het gebied van milieu- en stedelijke ontwikkeling; Nairobi, 3 augustus 1992	15
Administratief akkoord inzake een databestand betreffende landbouwkundig onderzoek; Nairobi, 4 februari 1993	19
Administratief akkoord betreffende de ontwikkeling van kleinschalige irrigatie; Nairobi, 18 juni 1993	23
Administratief akkoord betreffende de verbetering van onverharde wegen; Nairobi, 18 juni 1993	28