

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1993 Nr. 60

A. TITEL

*Overeenkomst tussen het Koninkrijk der Nederlanden en Ethiopië inzake technische samenwerking;
Addis Abeba, 1 maart 1993*

B. TEKST

Agreement on technical cooperation between the Government of the Kingdom of the Netherlands and the Transitional Government of Ethiopia

The Government of the Kingdom of the Netherlands (hereafter referred to as the Netherlands Government) and the Transitional Government of Ethiopia (hereafter referred to as the Government of Ethiopia):

Reaffirming the friendly relations existing between the two States and their peoples;

Desiring to promote technical cooperation, and to create for that purpose the necessary legal and administrative framework;

have agreed as follows:

Article I

1. The aim of this Agreement shall be to promote technical cooperation and to create the legal and administrative framework on the basis of which the competent authorities of the two Parties shall implement such technical cooperation.

2. The Netherlands Government shall provide technical assistance for specific development projects in Ethiopia as may be agreed upon by the two Governments.

3. Any financial contribution to a project and the manner in which that project is to be implemented within the framework of this technical cooperation shall in each case be laid down in subsidiary agreements or administrative arrangement by the competent authorities of the Parties.

Article II

1. The Government of Ethiopia in connection with an approved project in the framework of this Agreement shall:

a. exempt the Netherlands personnel from income tax and other fiscal charges on salaries and remunerations paid to them by the Netherlands Government;

b. exempt the Netherlands personnel from paying customs/import duties and other fiscal charges on imports on new or used household and personal effects, imported into Ethiopia within six months of the personnel's arrival – except in special circumstances when that period may be extended–;

c. exempt the Netherlands personnel from paying import duties and other fiscal charges on imports on professional equipment to be used for technical cooperation projects and imported into Ethiopia during the period of their assignment;

d. exempt the Netherlands personnel from customs duties for the purchase from bond of one motor-vehicle within six months of first arrival in Ethiopia, except in special circumstances when that period might be extended or renewed. In case a motor-vehicle is totally damaged or lost the exemption privileges will be repeated on a case by case basis, for one time;

e. grant the Netherlands personnel immunity from legal action in respect of any words spoken or written and in respect of any acts performed by them in their official capacity in relation to their work;

f. exempt the Netherlands personnel and their dependants from national service obligations;

g. offer the Netherlands personnel and their families the necessary repatriation facilities in time of national or international conflicts as may be reasonable under the circumstances;

h. make provisions for the issue of multiple entry and exit visas, free of charge, to the Netherlands personnel and their families, whenever possible before departure from the Netherlands;

i. exempt from import and export duties and other charges on imports or exports of equipment, vehicles and other supplies provided by the Netherlands Government;

j. register experts sent to Ethiopia by the Netherlands Government, provided all data required by the Government of Ethiopia have been submitted and examined by the competent authorities, and the expert has, on the basis of this documentation, been accepted by the Government of Ethiopia;

k. provide the Netherlands personnel with identity documents to assure them of the full assistance of the appropriate authorities of Ethiopia in the performance of their duties;

l. permit, subject to the foreign exchange regulations of Ethiopia, the Netherlands personnel and their families the opening, in Ethiopia, of a non-resident transferable Birr account for their personal use for funds introduced into Ethiopia from external sources. The balance of such accounts shall be freely transferable, provided that such accounts have been fed exclusively from external sources.

2. Any privileged imports under this Agreement if not re-exported from Ethiopia at the time of departure, shall be subject to the payment of customs duties, taxes and related charges if disposed of locally to persons other than those entitled to similar privileges. The re-exported goods shall be exempted from duties and other fiscal charges on exports.

Article III

1. The Government of Ethiopia shall indemnify and hold harmless the Netherlands Government and the Netherlands personnel against any extra-contractual civil liability arising from any act or omission on the part of any one of them pursuant to this Agreement, causing the death, physical injury of or damage to the property of a third party, in so far as such liability is not covered by insurance and shall abstain from making any claim or instituting any action for extra-contractual civil liability provided that such liability is not attributable to wilful misconduct or gross negligence.

2. In the event that the Government of Ethiopia has to meet claims under sub section (1) of Article III above it shall be entitled to exercise all rights to which the Government of the Netherlands or the personnel would be entitled. The Netherlands Government shall facilitate the exercise and enforcement of such rights by the Government of Ethiopia.

Article IV

1. The Government of Ethiopia, after consulting with the Netherlands Government, will have the right to demand the recall of any Netherlands personnel whose work or conduct is unsatisfactory; the Netherlands Government, after similar consultations with the Ethiopian Government, will have the right to recall any Netherlands personnel at any time. In such circumstances the Netherlands Government will make every effort to obtain an adequate replacement for the recalled Netherlands personnel if the Government of Ethiopia so requests.

2. All Netherlands personnel will carry out their assignment according to the job description given to them by the competent authority where they work. The Netherlands personnel shall be under the supervision of the competent authorities responsible for the execution of the project, and they shall comply with the operational instructions given by such authorities. Without prejudice to this agreement, the experts and projects in which they operate shall comply with the laws in force in Ethiopia.

Article V

The provisions in this Agreement concerning Netherlands personnel shall apply equally to persons (who are not Ethiopian nationals) employed by the Netherlands Government and by other organizations with which the Netherlands Government has concluded an agreement for the execution of a project on which the competent authorities of the parties hereto have approved under this Agreement.

Article VI

1. This Agreement will be applied provisionally from the date of its signature and shall enter into force on the date on which the two Governments have given each other written notification that procedures constitutionally required therefore in their respective countries have been complied with.

2. This Agreement shall remain in force for an initial period of two (2) years. If neither Government declares its intention to the contrary three months before it expires, the Agreement shall each time be tacitly renewed for a further period of two years.

3. In case of termination of this Agreement the provisions of this Agreement will continue to be effective until the completion and/or termination of those projects which were started before such termination and which are using technical assistance pursuant to this Agreement.

4. Any technical assistance agreement or arrangement made between the Parties or their competent authorities prior to the coming into force of this Agreement shall be deemed to have been made under this Agreement and shall be governed by it.

5. This Agreement shall apply to the European part of the Government of the Kingdom of the Netherlands only.

IN WITNESS WHEREOF the undersigned representatives, duly authorized have signed the present Agreement.

DONE at Addis Ababa, on March 1st, 1993, in duplicate, in the English language each of which shall be equally authentic.

(sd.) J. P. PRONK

For the Government of the Kingdom of the Netherlands

(sd.) A. HUSSEIN

For the Government of Ethiopia

Dr. Abdulmejid Hussein
Minister for External Economic Cooperation

D. PARLEMENT

De Overeenkomst behoeft ingevolge artikel 91 van de Grondwet de goedkeuring der Staten-Generaal, alvorens het Koninkrijk aan de Overeenkomst kan worden gebonden.

G. INWERKINGTREDING

De bepalingen van de Overeenkomst zullen ingevolge artikel VI, eerste lid, in werking treden op de datum waarop de twee Regeringen elkaar schriftelijk hebben medegedeeld dat de voor de inwerkingtreding constitutioneel vereiste procedures in hun landen zijn vervuld.

De Overeenkomst wordt ingevolge hetzelfde artikel en lid vanaf 1 maart 1993 voorlopig toegepast.

Ingevolge artikel VI, vijfde lid, zal de Overeenkomst alleen voor Nederland gelden.

Uitgegeven de tweeëntwintigste april 1993.

De Minister van Buitenlandse Zaken,

P. H. KOOIJMANS