

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1994 Nr. 241

A. TITEL

*Overeenkomst tussen het Koninkrijk der Nederlanden en de Verenigde
Republiek Tanzania inzake technische samenwerking;
's-Gravenhage, 27 april 1965*

B. TEKST

De tekst van de Overeenkomst is geplaatst in *Trb.* 1965, 74. De Overeenkomst is gewijzigd bij notawisseling d.d. 30 oktober 1986 (zie rubriek J van *Trb.* 1987, 170).

C. VERTALING

Zie *Trb.* 1965, 74 en rubriek J van *Trb.* 1987, 170.

D. PARLEMENT

Zie *Trb.* 1967, 27, en, laatstelijk, *Trb.* 1994, 197.

De in rubriek J hieronder afgedrukte administratieve akkoorden behoeften 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 alvorens in werking te treden.

G. INWERKINGTREDING

Zie *Trb.* 1967, 27 en rubriek J van *Trb.* 1987, 170.

J. GEGEVENS

Zie *Trb.* 1967, 27, *Trb.* 1969, 38, *Trb.* 1970, 88, *Trb.* 1971, 164, *Trb.* 1972, 126, *Trb.* 1973, 161, *Trb.* 1974, 172, *Trb.* 1982, 186, *Trb.* 1985, 19, *Trb.* 1987, 170, *Trb.* 1988, 38, *Trb.* 1989, 147, *Trb.* 1990, 105, *Trb.* 1991, 186, *Trb.* 1993, 175 en *Trb.* 1994, 197.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 20 januari 1994 te Dar es Salaam tussen de bevoegde Nederlandse en Tanzaniaanse autoriteiten een administratief akkoord tot stand gekomen inzake een project betreffende de institutionele ondersteuning van zeven districten. De tekst van het akkoord luidt als volgt:

Administrative Arrangement

The Netherlands Minister for Development Co-operation, being the competent Netherlands Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Netherlands Party",

and

the Minister for Finance of the United Republic of Tanzania, being the competent Tanzanian Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Tanzanian Party",

Having regard to the provisions of Article 3 of the Agreement concerning technical co-operation between the Government of the Kingdom of the Netherlands and the Government of the United Republic of Tanzania, signed at The Hague on April 27, 1965, hereinafter referred to as "the Agreement",

Have entered into the following Administrative Arrangement:

Article I

The Project

1. The two Parties shall make concerted efforts in executing a project to be known as "The Districts Programmes", hereinafter referred to as "the Project".

2. The general aim of the Project is to give institutional support to the 7 (seven) districts: Mbulu, Maswa, Bukoba, Meatu, Kahama, Karagwe and Biharamulo.

3. The aim shall be pursued by the provision of technical assistance.

4. The aforesaid co-operation between the two Parties is planned to last 45 months for the districts Mbulu, Maswa, Meatu and Bukoba, and to last 60 months for the districts Kahama, Karagwe and Biharamulo.

Article II

The Netherlands Contribution

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

- a) to provide expatriate staff;
- b) to purchase equipment and materials;
- c) to provide training facilities.

2. The total value of the above-mentioned Netherlands contribution shall not exceed the amount of 52.500.000,- Dutch guilders.

Article III

The Tanzanian Contribution

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

- to pay the salaries of the local staff;
- to provide developments funds;
- to bear the local development and recurrent costs of the Project.

Article IV

The Executive Authorities

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

2. The Tanzanian Party shall appoint the Prime Minister's Office as the Tanzanian Executive Authority in charge of the implementation of the Project.

3. The above-mentioned Netherlands Executive Authority shall be represented in Tanzania, as far as the day to day operations under the Project are concerned by the Netherlands Team-leaders.

Article V

Delegation

Each of the Executive Authorities, mentioned in Article IV, shall be entitled to delegate under its own responsibility, partly or entirely its duties in connection with the Project to a third party. In doing so, the Executive Authorities shall inform each other in writing of the names of persons or institutions delegated and of the extent of such delegation.

Article VI

Team-leaders

The Team-leaders assigned by the Netherlands Party will be responsible to the Netherlands Executive Authority for the correct implementation of the Netherlands contribution.

The Team-leaders will act in close consultation with the Tanzanian Executive Authority and will respect the operational instructions given by the said Authority to the Tanzanian personnel. The Tanzanian Executive Authority shall provide the Team-leaders with any information that may be considered necessary for the execution of the Project.

Article VII

Plan of Operations

1. The Executive Authorities shall establish in common agreement a *Plan of Operations* which will indicate in detail:
 - the contributions of either Party;
 - the number of the Netherlands and Tanzanian staff, their duties and their job descriptions;
 - a time-table;
 - a description of the equipment and materials to be made available;
 - the monitoring and evaluation of the Project.
2. The Plan of Operations shall form an integral part of this Administrative Arrangement.
3. The Plan of Operations may be amended in common agreement between the Executive Authorities.

Article VIII

Status of the Expatriate Staff

1. The Netherlands staff supplied by the Netherlands Party to the Project shall enjoy the privileges and facilities described in Article 4 of the Agreement.
2. The Tanzanian Party shall guarantee the following with respect to the Netherlands staff:
 - a) the prompt issuance without cost of necessary visas, licences and (work)permits;
 - b) free movement, whether within or to or from the country;
 - c) the most favourable official rate of exchange for all their Netherlands remunerations;
 - d) exemption from national service obligations;
 - e) immunity from legal action in respect of any words spoken or written and in respect of any acts performed in their official capacity.
3. a) The Tanzanian Party shall indemnify and hold harmless the Netherlands Party and the Netherlands staff, agents or employees financed by the Netherlands Party against any extra-contractual civil liability arising from any act or omission on the part of one or more of the individuals mentioned during the operations governed by or under-

taken by virtue of this Arrangement which has caused the death or physical injury of a third party or damage to the property of a third party and shall abstain, on its part, from making any claim or instituting any action for extra-contractual civil liability, provided that such liability is not attributable to wilful misconduct or gross negligence on the part of the Netherlands Party or the individual concerned.

b) In the event the Tanzanian Party holds harmless the Netherlands Party, or one or more of the individuals mentioned above, against any claim or action for extra-contractual civil liability in accordance with paragraph 3a) of this Article, the Tanzanian Party shall be entitled to exercise all rights to which the Netherlands Party or such individuals are entitled.

c) Should the Tanzanian Party so request, the Netherlands Party shall provide the competent Authorities of Tanzania with the administrative or juridical assistance needed for a satisfactory settlement of such problems as may arise in connection with the application of paragraphs 3a) and 3b) of this Article.

4. The Netherlands staff shall enjoy the same medical and dental facilities at Government hospitals as are provided for Tanzanian Government officials of comparable rank.

Article IX

Status of the Netherlands equipment and materials

1. The provisions of Article 5 of the Agreement shall be applicable to the importation and exportation of the Netherlands equipment and materials for the Project.

2. The ownership of all equipment and materials supplied by the Netherlands Party will be transferred to the Tanzanian Party at the time the co-operation between the two Parties on the Project will be terminated.

Article X

Reporting

The Netherlands Team-leaders will submit at least every six months a report in the English language on the progress made in the execution of the Project to both Executive Authorities. At the termination of the Project the Team-leaders will submit a final report in the English language on all aspects of the work done in connection with the Project to all parties involved.

Article XI

Settlement of disputes

Any dispute concerning the interpretation or implementation of this Administrative Arrangement, which cannot be settled in consultation

between both Parties shall be referred to the respective Governments and settled in a way to be decided upon by the latter.

Article XII

Entry into force and duration

This Administrative Arrangement shall enter into force with retroactive effect to the 1st of April 1991 for the First districts (Mbulu, Maswa, Bukoba, Meatu) and the 1st of July 1993 for the other districts (Kahama, Karagwe, Biharamulo) on the date of signature by both Parties and shall expire at the end of the period mentioned in Article I, paragraph 4, of this Arrangement or on the date on which the Project has been completed in conformity with the provisions of this Arrangement and of the Plan of Operations whichever date is later.

DONE at Dar es Salaam on the 20th day of January, 1994, in two originals in the English language.

For the Netherlands Minister for Development Co-operation

(sd.) J. L. IJZERMANS

J. L. IJzermans
Head of Development Co-operation
Royal Netherlands Embassy

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

(sd.) P. NGUMBULLU

P. Ngumbullu
Principal Secretary
Ministry of Finance.

Het akkoord is ingevolge zijn artikel XII op 20 januari 1994 in werking getreden, met terugwerkende kracht vanaf 1 april 1991 voor de districten Mbulu, Maswa, Bukoba en Meatu en met terugwerkende kracht vanaf 1 juli 1993 voor de districten Kahama, Karagwe en Biharamulo.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 20 januari 1994 te Dar es Salaam tussen de bevoegde Nederlandse en Tanzaniaanse autoriteiten een administratief akkoord tot stand gekomen inzake een project betreffende de watervoorziening in de gebieden Morogoro en Shinyanga. De tekst van het akkoord luidt als volgt:

Administrative Arrangement

The Netherlands Minister for Development Co-operation, being the competent Netherlands Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Netherlands Party",

and

the Minister for Finance of the United Republic of Tanzania, being the competent Tanzanian Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Tanzanian Party",

Having regard to the provisions of Article 3 of the Agreement concerning technical co-operation between the Government of the Kingdom of the Netherlands and the Government of the United Republic of Tanzania, signed at The Hague on April 27, 1965, hereinafter referred to as "the Agreement",

Have entered into the following Administrative Arrangement:

Article I

The Project

1. The two Parties shall make concerted efforts in executing a project to be known as "District Domestic Water Supply Programmes in Morogoro and Shinyanga Regions", hereinafter referred to as "the Project".

2. The general aim (aims) of the Project is to improve living conditions of people in the two regions by providing adequate (sufficient and safe) water supply within reasonable distance of their homes and in a sustainable way.

3. The aim shall be pursued by the provision of technical assistance.

4. The aforesaid co-operation between the two Parties is planned to last 60 months.

Article II

The Netherlands Contribution

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

- a) qualified experts;
- b) equipment and materials;
- c) assure that yearly monitoring missions will take place to assess the implementation of the programme and suggest alterations if necessary.

2. The total value of the above-mentioned Netherlands contribution shall not exceed the amount of 49.839.000,- Dutch guilders.

Article III

The Tanzanian Contribution

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

- the two regions will pay the salaries of all the local staff involved;
- apart from this they will take a share in the cost of allowances, transport and materials.

The amount of the Tanzanian contribution is to be established by the Executive Authorities yearly during the approval of the Year Plan, which will be based on the proposals of the districts and regions.

Article IV

The Executive Authorities

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

2. The Tanzanian Party shall appoint the Prime Minister's Office as the Tanzanian Executive Authority in charge of the implementation of the Project.

3. The above-mentioned Netherlands Executive Authority shall be represented in Tanzania, as far as the day to day operations under the Project are concerned by the Netherlands Team-leaders.

Article V

Delegation

Each of the Executive Authorities, mentioned in Article IV, shall be entitled to delegate under its own responsibility, partly or entirely its duties in connection with the Project to a third party. In doing so, the Executive Authorities shall inform each other in writing of the names of persons or institutions delegated and of the extent of such delegation.

Article VI

Team-leaders

The Team-leaders assigned by the Netherlands Party will be responsible to the Netherlands Executive Authority for the correct implementation of the Netherlands contribution.

The Team-leaders will act in close consultation with the Tanzanian Executive Authority and will respect the operational instructions given by the said Authority to the Tanzanian personnel. The Tanzanian Executive Authority shall provide the Team-leaders with any information that may be considered necessary for the execution of the Project.

Article VII

Plan of Operations

1. The Executive Authorities shall establish in common agreement a Plan of Operations which will indicate in detail:

- the contributions of either Party;
- the number of the Netherlands and Tanzanian staff, their duties and their job descriptions;
- a time-table;
- a description of the equipment and materials to be made available;
- the monitoring and evaluation of the Project.

2. The Plan of Operations shall form an integral part of this Administrative Arrangement.

3. The Plan of Operations may be amended in common agreement between the Executive Authorities.

Article VIII

Status of the Expatriate Staff

1. The Netherlands staff supplied by the Netherlands Party to the Project shall enjoy the privileges and facilities described in Article 4 of the Agreement.

2. The Tanzanian Party shall guarantee the following with respect to the Netherlands staff:

- a) the prompt issuance without cost of necessary visas, licences and (work)permits;
- b) free movement, whether within or to or from the country;
- c) the most favourable official rate of exchange for all their Netherlands remunerations;
- d) exemption from national service obligations;
- e) immunity from legal action in respect of any words spoken or written and in respect of any acts performed in their official capacity.

3. a) The Tanzanian Party shall indemnify and hold harmless the Netherlands Party and the Netherlands staff, agents or employees financed by the Netherlands Party against any extra-contractual civil liability arising from any act or omission on the part of one or more of the individuals mentioned during the operations governed by or under-

taken by virtue of this Arrangement which has caused the death or physical injury of a third party or damage to the property of a third party and shall abstain, on its part, from making any claim or instituting any action for extra-contractual civil liability, provided that such liability is not attributable to wilful misconduct or gross negligence on the part of the Netherlands Party or the individual concerned.

b) In the event the Tanzanian Party holds harmless the Netherlands Party, or one or more of the individuals mentioned above, against any claim or action for extra-contractual civil liability in accordance with paragraph 3a) of this Article, the Tanzanian Party shall be entitled to exercise all rights to which the Netherlands Party or such individuals are entitled.

c) Should the Tanzanian Party so request, the Netherlands Party shall provide the competent Authorities of Tanzania with the administrative or juridical assistance needed for a satisfactory settlement of such problems as may arise in connection with the application of paragraphs 3a) and 3b) of this Article.

4. The Netherlands staff shall enjoy the same medical and dental facilities at Government hospitals as are provided for Tanzanian Government officials of comparable rank.

Article IX

Status of the Netherlands equipment and materials

1. The provisions of Article V of the Agreement shall be applicable to the importation and exportation of the Netherlands equipment and materials for the Project.

2. The ownership of all equipment and materials supplied by the Netherlands Party will be transferred to the Tanzanian Party at the time the co-operation between the two Parties on the Project will be terminated.

Article X

Reporting

The Netherlands Team-leaders will submit at least every six months a report in the English language on the progress made in the execution of the Project to both Executive Authorities. At the termination of the Project the Team-leaders will submit a final report in the English language on all aspects of the work done in connection with the Project to all parties involved.

Article XI

Settlement of disputes

Any dispute concerning the interpretation or implementation of this Administrative Arrangement, which cannot be settled in consultation

between both Parties shall be referred to the respective Governments and settled in a way to be decided upon by the latter.

Article XII

Entry into force and duration

This Administrative Arrangement shall enter into force with retroactive effect to March 1, 1993 on the date of signature by both Parties and shall expire at the end of the period mentioned in Article I, paragraph 4, of this Arrangement or on the date on which the Project has been completed in conformity with the provisions of this Arrangement and of the Plan of Operations whichever date is later.

DONE at Dar es Salaam on the 20th day of January, 1994, in two originals in the English language.

For the Netherlands Minister for Development Co-operation

(sd.) J. L. IJZERMANS

J. L. IJzermans
Head of Development Co-operation
Royal Netherlands Embassy

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

(sd.) P. NGUMBULLU

P. Ngumbullu
Principal Secretary
Ministry of Finance.

Het akkoord is ingevolge zijn artikel XII op 20 januari 1994 in werking getreden, met terugwerkende kracht vanaf 1 maart 1993.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 28 april 1994 te Dar es Salaam tussen de bevoegde Nederlandse en Tanzaniaanse autoriteiten een administratief akkoord tot stand gekomen inzake een project ter bevordering van de doeltreffendheid van het middelbaar landbouw- en veeteeltonderwijs. De tekst van het akkoord luidt als volgt:

Administrative Arrangement

The Netherlands Minister for Development Co-operation, being the competent Netherlands Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Netherlands Party",

and

the Minister for Finance of the United Republic of Tanzania, being the competent Tanzanian Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Tanzanian Party",

Having regard to the provisions of Article 3 of the Agreement concerning technical co-operation between the Government of the Kingdom of the Netherlands and the Government of the United Republic of Tanzania, signed at The Hague on April 27, 1965, hereinafter referred to as "the Agreement",

Have entered into the following Administrative Arrangement:

Article I

The Project

1. The two Parties shall make concerted efforts in executing a project to be known as "Teaching Methodology Improvement Project", hereinafter referred to as "the Project".

2. The general aim of the Project is to improve the effectiveness of teaching of Agricultural middle level personnel and farmers at the ten Ministry of Agriculture Training Institutes (MATI's) and Livestock Training Institutes (LITI's) located in the southern and eastern zones of Tanzania.

3. The aim shall be pursued by the provision of experts, training, equipment and facilities.

4. The aforesaid co-operation between the two Parties is planned to last four years, effective from July 1, 1992.

Article II

The Netherlands Contribution

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

- experts;
- training;
- equipment.

2. The total value of the above-mentioned Netherlands contribution shall not exceed the amount of 2.806.533,- Dutch guilders.

Article III

The Tanzanian Contribution

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

- renovation of facilities at the Livestock Training Institute Morogoro;
- furniture and equipment.

2. The value of the Tanzanian contribution is estimated at 68.336.500,- Tanzanian shillings.

Article IV

The Executive Authorities

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

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

3. The above-mentioned Netherlands Executive Authority shall be represented in Tanzania, as far as the day to day operations under the Project are concerned, by the Netherlands Executive Organization.

Article V

Delegation

Each of the Executive Authorities, mentioned in Article IV, shall be entitled to delegate under its own responsibility, partly or entirely its duties in connection with the Project to a third party. In doing so, the Executive Authorities shall inform each other in writing of the names of persons or institutions delegated and of the extent of such delegation.

Article VI

The Executive Organization

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

The Executive Organization shall act in close consultation with the Tanzanian Executive Authority and will respect the operational instructions given by the said Authority to the Tanzanian personnel. The Tan-

zanian Executive Authority shall provide the Executive Organization with any information that may be considered necessary for the execution of the Project.

Article VII

Plan of Operations

1. The Executive Authorities shall establish in common agreement a Plan of Operations which will indicate in detail:

- the contributions of either Party;
- the number of the Netherlands and Tanzanian staff, their duties and their job descriptions;
- a time-table;
- a description of the equipment and materials to be made available;
- the monitoring and evaluation of the Project.

2. The Plan of Operations shall form an integral part of this Administrative Arrangement.

3. The Plan of Operations may be amended in common agreement between the Executive Authorities.

Article VIII

Status of the Expatriate Staff

1. The Netherlands staff supplied by the Netherlands Party to the Project shall enjoy the privileges and facilities described in Article 4 of the Agreement.

2. The Tanzanian Party shall guarantee the following with respect to the Netherlands staff:

- a) the prompt issuance without cost of necessary visas, licences and (work) permits;
- b) free movement, whether within or to or from the country;
- c) the most favourable official rate of exchange for all their Netherlands remunerations;
- d) exemption from national service obligations;
- e) immunity from legal action in respect of any words spoken or written and in respect of any acts performed in their official capacity.

3. a) The Tanzanian Party shall indemnify and hold harmless the Netherlands Party and the Netherlands staff, agents or employees financed by the Netherlands Party, against any extra-contractual civil liability arising from any act or omission on the part of one or more of the individuals mentioned, during the operations governed by or undertaken by virtue of this Arrangement, which has caused the death or physical injury of a third party or damage to the property of a third party

and shall abstain, on its part, from making any claim or instituting any action for extra-contractual civil liability, unless such liability is derived from wilful misconduct or gross negligence on the part of the Netherlands Party or the individuals mentioned.

b) In the event the Tanzanian Party holds harmless the Netherlands Party, or one or more of the individuals mentioned above, against any claim or action for extra-contractual civil liability in accordance with paragraphe 3a) of this Article, the Tanzanian Party shall be entitled to exercise all rights to which the Netherlands Party or such individuals are entitled.

c) Should the Tanzanian Party so request, the Netherlands Party shall provide the competent Authorities of Tanzania with the administrative or juridical assistance needed for a satisfactory settlement of such problem as may arise in connection with the application of paragraphs 3a) and 3b) of this Article.

4. The Netherlands staff shall enjoy the same medical and dental facilities at Government hospitals as are provided for Tanzanian Government officials of comparable rank.

Article IX

Status of the Netherlands equipment and materials

1. The provisions of Article 5 of the Agreement shall be applicable to the importation and exportation of the Netherlands equipment and materials for the Project.

2. The ownership of all equipment and materials supplied by the Netherlands Party will be transferred to the Tanzanian Party at the time the co-operation between the two Parties on the Project will be terminated.

Article X

Reporting

The Netherlands Executive Organization shall submit at least every six months a report in the English language on the progress made in the execution of the Project to both Executive Authorities. At the termination of the Project the Executive Organization shall submit a final report in the English language on all aspects of the work done in connection with the Project to all parties involved.

Article XI

Evaluation

In January 1995 the Executive Authorities shall evaluate the Project.

Article XII

Settlement of disputes

Any dispute concerning the interpretation or implementation of this Administrative Arrangement, which cannot be settled in consultation between both Parties shall be referred to the respective Governments and settled in a way to be decided upon by the latter.

Article XIII

Entry into force and duration

This Administrative Arrangement shall enter into force on the day of signature by both parties with retroactive effect from July 1, 1992, and shall expire at the end of the period mentioned in Article I, paragraph 4, of this Arrangement or on the date on which the Project has been completed in conformity with the provisions of this Arrangement and of the Plan of Operations, whichever date is the later.

DONE at Dar es Salaam on the 28th day of April, 1994, in two originals in the English language.

For the Netherlands Minister for Development Co-operation

(sd.) J. J. WIJENBERG

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

(sd.) P. NGUMBULLU

Het akkoord is ingevolge zijn artikel XIII op 28 april 1994 in werking getreden, met terugwerkende kracht vanaf 1 juli 1992.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 19 augustus 1994 te Dar es Salaam tussen de bevoegde Nederlandse en Tanzaniaanse autoriteiten een administratief akkoord tot stand gekomen betreffende de versterking van de afdeling plantenbescherming van Zanzibar, fase V. De tekst van het akkoord luidt als volgt:

Administrative Arrangement

The Netherlands Minister for Development Co-operation, being the competent Netherlands Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Netherlands Party",

and

the Minister for Finance of the United Republic of Tanzania, being the competent Tanzanian Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Tanzanian Party",

Having regard to the provisions of Article 3 of the Agreement concerning technical co-operation between the Government of the Kingdom of the Netherlands and the Government of the United Republic of Tanzania, signed at The Hague on April 27, 1965, hereinafter referred to as "the Agreement",

Have entered into the following Administrative Arrangement:

Article I

The Project

1. The two Parties shall make concerted efforts in executing a project to be known as "Strengthening of the Plant Protect Division of Zanzibar, Phase V", hereinafter referred to as "the Project".

2. The general aim (aims) of the Project is to increase income and standard of living of the rural population of Zanzibar, through an increase of agricultural productivity and quality of agricultural production, mainly by preventing and combatting plant diseases and pests in an environmentally sustainable matter.

3. The aim shall be pursued by the provision of technical assistance.

4. The aforesaid co-operation between the two Parties is planned to last 48 months.

Article II

The Netherlands Contribution

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

the provision of:

- five experts;
- short term consultancies;
- short and long term training courses;
- capital investment;
- large part of the costs of execution.

2. The total value of the above-mentioned Netherlands contribution shall not exceed the amount of 6.493.649,- Dutch guilders.

Article III

The Tanzanian Contribution

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

- running costs of the Plant Protection Division (personnel, laboratories, logistic;)
 - execution and support of activities;
 - local training;
2. The value of the Tanzanian contribution is estimated at 129.147.100,- Tanzanian shillings.

Article IV

The Executive Authorities

1. The Netherlands Party shall appoint the Directorate General for *International Co-operation of the Ministry of Foreign Affairs* as the Netherlands Executive Authority in charge of the Project.
2. The Tanzanian Party shall appoint the Ministry of Agriculture of the Revolutionary Government of Zanzibar as the Tanzanian Executive Authority in charge of the implementation of the Project.
3. The above-mentioned Netherlands Executive Authority shall be represented in Tanzania, as far as the day to day operations under the Project are concerned by the Netherlands Team-leader.

Article V

Delegation

Each of the Executive Authorities, mentioned in Article IV, shall be entitled to delegate under its own responsibility, partly or entirely its duties in connection with the Project to a third party. In doing so, the Executive Authorities shall inform each other in writing of the names of persons or institutions delegated and of the extent of such delegation.

Article VI

Team-leader

The Team-leader assigned by the Netherlands Party shall be responsible to the Netherlands Executive Authority for the correct implementation of the Netherlands contribution. The Team-leader shall act in close consultation with the Tanzanian Executive Authority and will respect the operational instructions given by the said Authority to the Tanzanian personnel. The Tanzanian Executive Authority shall provide the Team-leader with any information that may be considered necessary for the execution of the Project.

Article VII

Plan of Operations

1. The Executive Authorities shall establish in common agreement a Plan of Operations which will indicate in detail:

- the contributions of either Party;
 - the number of the Netherlands and Tanzanian staff, their duties and their job descriptions;
 - a time-table;
 - a description of the equipment and materials to be made available;
 - the monitoring and evaluation of the Project.
2. The Plan of Operations shall form an integral part of this Administrative Arrangement.
3. The Plan of Operations may be amended in common agreement between the Executive Authorities.

Article VIII

Status of the Expatriate Staff

1. The Netherlands staff supplied by the Netherlands Party to the Project shall enjoy the privileges and facilities described in Article 4 of the Agreement.

2. The Tanzanian Party shall guarantee the following with respect to the Netherlands staff:

- a) the prompt issuance without cost of necessary visas, licences and (work) permits;
- b) free movement, whether within or to or from the country;
- c) the most favourable official rate of exchange for all their Netherlands remunerations;
- d) exemption from national service obligations;
- e) immunity from legal action in respect of any words spoken or written and in respect of any acts performed in their official capacity.

3. a) The Tanzanian Party shall indemnify and hold harmless the Netherlands Party and the Netherlands staff, agents or employees financed by the Netherlands Party against any extra-contractual civil liability arising from any act or omission on the part of one or more of the individuals mentioned during the operations governed by or undertaken by virtue of this Arrangement, which has caused the death or physical injury of a third party or damage to the property of a third party and shall abstain, on its part, from making any claim or instituting any action for extra-contractual civil liability, unless such liability is derived from wilful misconduct or gross negligence on the part of the Netherlands Party or the individuals mentioned.

b) In the event the Tanzanian Party holds harmless the Netherlands Party, or one or more of the individuals mentioned above, against any claim or action for extra-contractual civil liability in accordance with paragraph 3a) of this Article, the Tanzanian Party shall be entitled to exercise all rights to which the Netherlands Party or such individuals are entitled.

c) Should the Tanzanian Party so request, the Netherlands Party shall provide the competent Authorities of Tanzania with the administrative or juridical assistance needed for a satisfactory settlement of such problems as may arise in connection with the application of paragraphs 3a) and 3b) of this Article.

4. The Netherlands staff shall enjoy the same medical and dental facilities at Government hospitals as are provided for Tanzanian Government officials of comparable rank.

Article IX

Status of the Netherlands equipment and materials

1. The provisions of Article 5 of the Agreement shall be applicable to the importation and exportation of the Netherlands equipment and materials for the Project.

2. The ownership of all equipment and materials supplied by the Netherlands Party will be transferred to the Tanzanian Party at the time the co-operation between the two Parties on the Project will be terminated.

Article X

Reporting

The Netherlands Team-leader shall submit at least every six months a report in the English language on the progress made in the execution of the Project to both Executive Authorities. At the termination of the Project the Team-leader shall submit a final report in the English language on all aspects of the work done in connection with the Project to all parties involved.

Article XI

Settlement of disputes

Any dispute concerning the interpretation or implementation of this Administrative Arrangement, which cannot be settled in consultation between both Parties shall be referred to the respective Governments and settled in a way to be decided upon by the latter.

Article XII

Entry into force and duration

This Administrative Arrangement shall enter into force with retroactive effect to April 1, 1994 on the date of signature by both Parties and

shall expire at the end of the period mentioned in Article I, paragraph 4, of this Arrangement or on the date on which the Project has been completed in conformity with the provisions of this Arrangement and of the Plan of Operations whichever date is later.

DONE at Dar es Salaam on the 19th August 1994 in two originals in the English language.

For the Netherlands Minister for Development Co-operation

(sd.) J. L. IJZERMANS

J. L. IJzermans
Chargé d'Affaires a.i.

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

(sd.) P. NGUMBULLU

P. Ngumbullu
Principal Secretary

Het akkoord is ingevolge zijn artikel XII op 19 augustus 1994 in werking getreden, met terugwerkende kracht vanaf 1 april 1994.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 19 augustus 1994 te Dar es Salaam tussen de bevoegde Nederlandse en Tanzaniaanse autoriteiten een administratief akkoord tot stand gekomen betreffende de rehabilitatie van het Nationale Suiker Instituut, NSI. De tekst van het akkoord luidt als volgt:

Administrative Arrangement

The Netherlands Minister for Development Co-operation, being the competent Netherlands Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Netherlands Party",

and

the Minister for Finance of the United Republic of Tanzania, being the competent Tanzanian Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Tanzanian Party",

Having regard to the provisions of Article 3 of the Agreement concerning technical co-operation between the Government of the Kingdom

of the Netherlands and the Government of the United Republic of Tanzania, signed at The Hague on April 27, 1965, hereinafter referred to as "the Agreement",

Have entered into the following Administrative Arrangement:

Article I

The Project

1. The two Parties shall make concerted efforts in executing a project to be known as "Rehabilitation of the National Sugar Institute NSI", hereinafter referred to as "the Project".

2. The general aim (aims) of the Project is:

To improve the managerial, educational and technical capacity of the NSI to a level corresponding with the national demand and to enable development to a regional (East African) level.

3. The aim shall be pursued by the provision of technical assistance.

4. The aforesaid co-cooperation between the two Parties is planned to last 36 months.

Article II

The Netherlands Contribution

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

Financial and technical assistance to the NSI through staff training, improvement of teaching materials and replacement and/or extension of practice materials and equipment.

2. The total value of the above-mentioned Netherlands contribution shall not exceed the amount of 3.520.000,- Dutch guilders.

Article III

The Tanzanian Contribution

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

Participation in the decision making process and execution of the Project as elaborated in the Project Document.

Article IV

The Executive Authorities

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

2. The Tanzanian Party shall appoint the National Sugar Institute (NSI) in collaboration with SUDECO, the Sugar Development Cooperation as the Tanzanian Executive Authority in charge of the implementation of the Project.

3. The above-mentioned Netherlands Executive Authority shall be represented in Tanzania, as far as the day to day operations under the Project are concerned by the Netherlands Team-leader.

Article V

Delegation

Each of the Executive Authorities, mentioned in Article IV, shall be entitled to delegate under its own responsibility, partly or entirely its duties in connection with the Project to a third party. In doing so, the Executive Authorities shall inform each other in writing of the names of persons or institutions delegated and of the extent of such delegation.

Article VI

Team-leader

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

The Team-leader shall act in close consultation with the Tanzanian Executive Authority and will respect the operational instructions given by the said Authority to the Tanzanian personnel. The Tanzanian Executive Authority shall provide the Team-leader with any information that may be considered necessary for the execution of the Project.

Article VII

Plan of Operations

1. The Executive Authorities shall establish in common agreement a Plan of Operations which will indicate in detail:

- the contributions of either Party;
- the number of the Netherlands and Tanzanian staff, their duties and their job descriptions;
- a time-table;
- a description of the equipment and materials to be made available;
- the monitoring and evaluation of the Project.

2. The Plan of Operations shall form an integral part of this Administrative Arrangement.

3. The Plan of Operations may be amended in common agreement between the Executive Authorities.

Article VIII

Status of the Expatriate Staff

1. The Netherlands staff supplied by the Netherlands Party to the Project shall enjoy the privileges and facilities described in Article 4 of the Agreement.

2. The Tanzanian Party shall guarantee the following with respect to the Netherlands staff:

- a) the prompt issuance without cost of necessary visas, licences and (work) permits;
- b) free movement, whether within or to or from the country;
- c) the most favourable official rate of exchange for all their Netherlands remunerations;
- d) exemption from national service obligations;
- e) immunity from legal action in respect of any words spoken or written and in respect of any acts performed in their official capacity.

3. a) The Tanzanian Party shall indemnify and hold harmless the Netherlands Party and the Netherlands staff, agents or employees financed by the Netherlands Party against any extra-contractual civil liability arising from any act or omission on the part of one or more of the individuals mentioned during the operations governed by or undertaken by virtue of this Arrangement, which has caused the death or physical injury of a third party or damage to the property of a third party and shall abstain, on its part, from making any claim or instituting any action for extra-contractual civil liability, unless such liability is derived from wilful misconduct or gross negligence on the part of the Netherlands Party or the individuals mentioned.

b) In the event the Tanzanian Party holds harmless the Netherlands Party, or one or more of the individuals mentioned above, against any claim or action for extra-contractual civil liability in accordance with paragraph 3a) of this Article, the Tanzanian Party shall be entitled to exercise all rights to which the Netherlands Party or such individuals are entitled.

c) Should the Tanzanian Party so request, the Netherlands Party shall provide the competent Authorities of Tanzania with the administrative or juridical assistance needed for a satisfactory settlement of such problems as may arise in connection with the application of paragraphs 3a) and 3b) of this Article.

4. The Netherlands staff shall enjoy the same medical and dental facilities at Government hospitals as are provided for Tanzanian Government officials of comparable rank.

Article IX

Status of the Netherlands equipment and materials

1. The provisions of Article 5 of the Agreement shall be applicable to the importation and exportation of the Netherlands equipment and materials for the Project.
2. The ownership of all equipment and materials supplied by the Netherlands Party will be transferred to the Tanzanian Party at the time the co-operation between the two Parties on the Project will be terminated.

Article X

Reporting

The Netherlands Team-leader shall submit at least every six months a report in the English language on the progress made in the execution of the Project to both Executive Authorities. At the termination of the Project the Team-leader shall submit a final report in the English language on all aspects of the work done in connection with the Project to all Parties involved.

Article XI

Settlement of disputes

Any dispute concerning the interpretation or implementation of this Administrative Arrangement, which cannot be settled in consultation between both Parties shall be referred to the respective Governments and settled in a way to be decided upon by the latter.

Article XII

Entry into force and duration

This Administrative Arrangement shall enter into force with retroactive effect to April 1, 1994 on the date of signature by both Parties and shall expire at the end of the period mentioned in Article I, paragraph 4, of this Arrangement or on the date on which the Project has been completed in conformity with the provisions of this Arrangement and of the Plan of Operations whichever date is later.

DONE at Dar es Salaam on the 19th day of August 1994 in two originals in the English language.

For the Netherlands Minister for Development Co-operation

(sd.) J. L. IJZERMANS

J. L. IJzermans
Chargé d'Affaires a.i.

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

(sd.) P. NGUMBULLU

P. Ngumbullu
Principal Secretary

Het akkoord is ingevolge zijn artikel XII op 19 augustus 1994 in werking getreden, met terugwerkende kracht vanaf 1 april 1994.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 19 augustus 1994 te Dar es Salaam tussen de bevoegde Nederlandse en Tanzaniaanse autoriteiten een administratief akkoord tot stand gekomen betreffende een project ter versterking van de mogelijkheden voor analyse van het economisch beleid door het economisch onderzoeksbureau van de Universiteit van Dar es Salaam. De tekst van het akkoord luidt als volgt:

Administrative Arrangement

The Netherlands Minister for Development Co-operation, being the competent Netherlands Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Netherlands Party",

and

the Minister for Finance of the United Republic of Tanzania, being the competent Tanzanian Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Tanzanian Party",

Having regard to the provisions of Article 3 of the Agreement concerning technical co-operation between the Government of the Kingdom of the Netherlands and the Government of the United Republic of Tanzania, signed at The Hague on April 27, 1965, hereinafter referred to as "the Agreement",

Have entered into the following Administrative Arrangement:

Article I

The Project

1. The two Parties shall make concerted efforts in executing a project to be known as "Economic Policy Research Project", hereinafter referred to as "the Project".

2. The general aim of the Project is to strengthen the economic policy analysis capabilities of the Economic Research Bureau of the University of Dar es Salaam.

3. The aim shall be pursued by the provision of visiting consultants and material support.

4. The aforesaid co-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:

- provide consultancies services.
- provide counterpart training.
- material support.

2. The total value of the above-mentioned Netherlands contribution shall not exceed the amount of 1.581.450,- Dutch guilders.

Article III

The Tanzanian Contribution

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

- To make available infrastructural facilities such as: office space, some equipment, housing.
- To provide 3 manyear per year of senior and junior staff.
- To provide permanent secretarial assistance throughout the Project period.

Article IV

The Executive Authorities

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

2. The Tanzanian Party shall appoint the Planning Commission as the Tanzanian Executive Authority in charge of the implementation of the Project.

3. The above-mentioned Netherlands Executive Authority shall be represented in Tanzania, as far as the day to day operations under the Project are concerned by the Netherlands Team-leader.

Article V

Delegation

Each of the Executive Authorities, mentioned in Article IV, shall be entitled to delegate under its own responsibility, partly or entirely its duties in connection with the Project to a third party. In doing so, the Executive Authorities shall inform each other in writing of the names of persons or institutions delegated and of the extent of such delegation.

Article VI

Team-leader

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

The Team-leader shall act in close consultation with the Tanzanian Executive Authority and will respect the operational instructions given by the said Authority to the Tanzanian personnel. The Tanzanian Executive Authority shall provide the Team-leader with any information that may be considered necessary for the execution of the Project.

Article VII

Plan of Operations

1. The Executive Authorities shall establish in common agreement a Plan of Operations which will indicate in detail:

- the contributions of either Party;
- the number of the Netherlands and Tanzanian staff, their duties and their job descriptions;
- a time-table;
- a description of the equipment and materials to be made available;
- the monitoring and evaluation of the Project.

2. The Plan of Operations shall form an integral part of this Administrative Arrangement.

3. The Plan of Operations may be amended in common agreement between the Executive Authorities.

Article VIII

Status of the Expatriate Staff

1. The Netherlands staff supplied by the Netherlands Party to the Project shall enjoy the privileges and facilities described in Article 4 of the Agreement.

2. The Tanzanian Party shall guarantee the following with respect to the Netherlands staff:

- a) the prompt issuance without cost of necessary visas, licences and (work) permits;
- b) free movement, whether within or to or from the country;
- c) the most favourable official rate of exchange for all their Netherlands remunerations;
- d) exemption from national service obligations;
- e) immunity from legal action in respect of any words spoken or written and in respect of any acts performed in their official capacity.

3. a) The Tanzanian Party shall indemnify and hold harmless the Netherlands Party and the Netherlands staff, agents or employees financed by the Netherlands Party against any extra-contractual civil liability arising from any act or omission on the part of one or more of the individuals mentioned during the operations governed by or undertaken by virtue of this Arrangement, which has caused the death or physical injury of a third party or damage to the property of a third party and shall abstain, on its part, from making any claim or instituting any action for extra-contractual civil liability, unless such liability is derived from wilful misconduct or gross negligence on the part of the Netherlands Party or the individuals mentioned.

b) In the event the Tanzanian Party holds harmless the Netherlands Party, or one or more of the individuals mentioned above, against any claim or action for extra-contractual civil liability in accordance with paragraph 3a) of this Article, the Tanzanian Party shall be entitled to exercise all rights to which the Netherlands Party or such individuals are entitled.

c) Should the Tanzanian Party so request, the Netherlands Party shall provide the competent Authorities of Tanzania with the administrative or juridical assistance needed for a satisfactory settlement of such problems as may arise in connection with the application of paragraphs 3a) and 3b) of this Article.

4. The Netherlands staff shall enjoy the same medical and dental facilities at Government hospitals as are provided for Tanzanian Government officials of comparable rank.

Article IX

Status of the Netherlands equipment and materials

1. The provisions of Article 5 of the Agreement shall be applicable to the importation and exportation of the Netherlands equipment and materials for the Project.

2. The ownership of all equipment and materials supplied by the Netherlands Party will be transferred to the Tanzanian Party at the time the co-operation between the two Parties on the Project will be terminated.

Article X

Reporting

The Netherlands Team-leader shall submit at least every six months a report in the English language on the progress made in the execution of the Project to both Executive Authorities. At the termination of the Project the Team-leader shall submit a final report in the English language on all aspects of the work done in connection with the Project to all Parties involved.

Article XI

Evaluation

In 1994 the Executive Authorities shall evaluate the Project.

Article XII

Settlement of disputes

Any dispute concerning the interpretation or implementation of this Administrative Arrangement, which cannot be settled in consultation between both Parties shall be referred to the respective Governments and settled in a way to be decided upon by the latter.

Article XII

Entry into force and duration

This Administrative Arrangement shall enter into force with retroactive effect to January 1992 on the date of signature by both Parties and shall expire at the end of the period mentioned in Article I, paragraph 4, of this Arrangement or on the date on which the Project has been completed in conformity with the provisions of this Arrangement and of the Plan of Operations, whichever date is the later.

DONE at Dar es Salaam on the 19th day of August 1994 in two originals in the English language.

For the Netherlands Minister for Development Co-operation

(sd.) J. L. IJZERMANS

J. L. IJzermans
Chargé d'Affaires a.i.

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

(sd.) S. ODUNGA

S. Odunga
Acting Principal Secretary

Het akkoord is ingevolge zijn artikel XIII op 19 augustus 1994 in werking getreden, met terugwerkende kracht vanaf 1 januari 1992.

Uitgegeven de *achttiende* november 1994.

De Minister van Buitenlandse Zaken,

H. A. F. M. O. VAN MIERLO

INHOUD

A.	TITEL	1
B.	TEKST	1
C.	VERTALING	1
D.	PARLEMENT	1
G.	INWERKINGTREDING	1
J.	GEGEVENS	2
	Administratief akkoord inzake een project betreffende de institutionele ondersteuning van zeven districten; Dar es Salaam, 20 januari 1994	2
	Administratief akkoord inzake het project betreffende de watervoorziening in de gebieden Morogoro en Shinyanga; Dar es Salaam, 28 april 1994	7
	Administratief akkoord inzake een project ter bevordering van de doeltreffendheid van het middelbaar landbouw- en veeteeltonderwijs; Dar es Salaam, 28 april 1994	12
	Administratief akkoord betreffende de versterking van de afdeling plantenbescherming van Zanzibar, fase V; Dar es Salaam, 19 augustus 1994	16
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