

12 (1980) Nr. 6

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1995 Nr. 122

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.

Bij brieven van 27 januari 1995 is het in rubriek J van *Trb.* 1994, 199 afgedrukte administratief akkoord ter kennis gebracht van de Eerste en de Tweede Kamer der Staten-Generaal.

De in rubriek J 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.* 1981, 120.

J. GEGEVENS

Zie *Trb.* 1984, 21, *Trb.* 1993, 181 en *Trb.* 1994, 199.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 12 februari 1992 te Nairobi tussen de bevoegde wederzijdse autoriteiten een administratief akkoord tot stand gekomen inzake de Nederlandse steun aan het Departement van "Agricultural Engineering" van de universiteit van Nairobi. 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 Kenya 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 of 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 "Netherlands Assistance to the Department of Agricultural Engineering of the University of Nairobi", hereinafter referred to as "the Project".

2. The aim of the Project is to strengthen the facilities, the staff, the organization and management of the Department of Agricultural Engineering of the University of Nairobi.

3. This aim shall be pursued by the provision of technical and financial assistance.

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

Article II

The Netherlands Contribution

1. The Netherlands Party shall make the following contribution to the Project:
 - a technical advisor for one year,
 - training,
 - equipment, and
 - financial support.
2. The value of the Netherlands contribution to the implementation of the Project is estimated at the amount of 1,600,000.– Dutch guilders.

Article III

The Kenyan Contribution

1. The Kenyan Party shall make the following contribution to the Project:
 - the payment of operational costs of staff and students,
 - maintenance of buildings and equipment.
2. The total value of the Kenyan contribution is estimated at Ksh 7,000,000.– per annum.

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. During the first year 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, and from the second year onwards by a monitoring officer of the Netherlands Embassy. 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 Chairman of the Department of Agricultural Engineering of the University of Nairobi 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 Departmental Management Committee, which will be the Kenyan Project Management Team.

Article V

Delegation

Each of the Executive Authorities shall be entitled to delegate the duties in connection with the Project under its responsibility partly or entirely to other authorities or organizations. The Executive Authorities shall inform each other in writing of any such delegation and to 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 starting 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 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. After three years (summer 1995) an evaluation will be held; thereafter evaluations will be scheduled by the Executive Authorities.
2. The composition of the evaluation missions will be defined jointly by the Executive Authorities.

Article XII

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 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 12th day of February 1992 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

Het akkoord is ingevolge zijn artikel XIII op 12 februari 1992 in werking getreden, met terugwerkende kracht vanaf 1 juli 1992.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 25 maart 1994 te Nairobi tussen de bevoegde wederzijdse autoriteiten een administratief akkoord tot stand gekomen inzake een nationaal pluimvee ontwikkelingsproject. 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 of 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 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 “National Poultry Development Project, phase V, hereinafter referred to as “the Project”.
2. The aim of the Project is to increase the production and consumption of poultry meat and eggs among a large number of mainly subsistence households in rural areas at comparatively low costs.
3. This aim shall be pursued by:
 - poultry breeding;
 - upgrading of existing stock;
 - training; and
 - research.
4. The cooperation between the two Parties is planned to last for a period of three years. (July 1991–July 1994).

Article II

The Netherlands Contribution

1. The Netherlands Party shall make the following contribution to the Project:
 - a programme advisor;
 - transport;
 - fellowships and training;
 - backstopping;
 - financial means.
2. The value of the Netherlands contribution to the implementation of the Project is estimated at the amount of 3,623,000 Dutch guilders.

Article III

The Kenyan Contribution

1. The Kenyan Party shall make the following contribution to the Project:
 - personnel;
 - offices;
 - housing;
 - financial means.
2. The total value of the Kenyan contribution is estimated at the amount of Kenyan shillings 19,095,000, being the countervalue of 954,750 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 Programme Adviser. The Programme Adviser 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 Livestock Development 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 an officer appointed by the Ministry of Livestock Development, 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

Programme Adviser

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

The Programme Adviser 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; 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 25th day of March 1994 in two originals in English

For the Netherlands Minister for Development Cooperation

(sd.) R. FRUIN

R. Fruin
Ambassador

For the Kenyan Minister for Finance

(sd.) W. KOINANGE

Het akkoord is ingevolge zijn artikel XIII op 25 maart 1994 in werking getreden, met terugwerkende kracht vanaf 1 juli 1991.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 27 juli 1994 te Nairobi tussen de bevoegde wederzijdse autoriteiten een administratief akkoord tot stand gekomen inzake het nationaal programma voor agrarisch onderzoek (NARP). 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 Ministry of 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 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 “National Agricultural Research Programme (NARP), Phase 2” hereinafter referred to as “the Project”.

2. The aim of the Project is: rationalisation of (some components of) Kenyan Agricultural Research in order to contribute to a sustainable system of agricultural research based on a farming systems approach.

3. This aim shall be pursued by:

a) support to strengthen three regional research programmes focussed on on-farm adaptive research activities and participatory technology development following a farming systems approach;

b) Continued support to a number of commodity/factor research programmes with a national mandate i.e.:

– funding for the national dairy research programme

– funding for the national poultry research programme

– funding for a strategic plan for animal production research

– funding for the Kenya Soil Survey

– funding for the Wildlife Research Programme (for a period of two years)

– funding for the Seed Quality Control Programme (for a period of two years);

c) Continued contribution to Kenyan Agricultural Research Institute Headquarters (KARI/HQ) core funding.

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 make the following contribution to the Project:

– experts

- consultancy services
- training
- operational costs/investments
- core-funds

2. The value of the Netherlands contribution to the implementation of the Project is estimated at the amount of 27,500,000 Dutch guilders.

Article III

The Kenyan Contribution

1. The Kenyan Party shall make the following contribution to the Project: offices/laboratories, transport and salaries.
2. The total value of the Kenyan contribution is unknown.

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 Liaison Officer (NLO). The NLO 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 initially appoint the Director of the Kenyan Agricultural Research Institute (KARI) as the Kenyan Executive Authority to the Project 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 Director of KARI, 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 NLO 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 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 KARI unless otherwise agreed between the Executive Authorities.

Article X

Reporting

The Project Manager and the NLO shall jointly submit to the Executive Authorities financial reports in English on a quarterly basis and

progress reports on a bi-annual basis on the implementation of the Project. On the termination of the Project they shall submit to all parties involved a final report in English on all aspects of the work executed in connection with the Project.

Article XI

Evaluation

1. Evaluations will be scheduled by the Executive Authorities.
2. The composition of any 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 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 as from 1 July 1994 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 Workplans whichever date is the later.

DONE at Nairobi on the 27th day of July, 1994 in two originals in English

For the Netherlands Minister for Development Cooperation

(sd.) R. FRUIN

R. Fruin
Ambassador

For the Kenyan Ministry of Finance

(sd.) W. KOINANGE

Het akkoord is ingevolge zijn artikel XIII op 27 juli 1994 in werking getreden, met terugwerkende kracht vanaf 1 juli 1994.

Uitgegeven de *vierentwintigste* mei 1995.

De Minister van Buitenlandse Zaken,

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

INHOUD

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