

3 (1993) Nr. 4

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1995 Nr. 125

A. TITEL

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

B. TEKST

De tekst van het Verdrag is geplaatst in *Trb.* 1993, 60.

C. VERTALING

Zie *Trb.* 1994, 227.

D. PARLEMENT

Zie *Trb.* 1995, 72.

Het in rubriek J hieronder afgedrukte administratief akkoord behoeft ingevolge artikel 7, onderdeel b, van de Rijkswet goedkeuring en bekendmaking verdragen niet de goedkeuring der Staten-Generaal.

G. INWERKINGTREDING

Zie *Trb.* 1995, 72.

J. GEGEVENS

Ter uitvoering van artikel I van het onderhavige Verdrag is te Addis Abeba op 22 december 1994 tussen de bevoegde Nederlandse en Ethiopische autoriteiten een administratief akkoord tot stand gekomen inzake een project betreffende onderzoek naar epidemiologie, virologie, randvoorwaarden en neveneffecten van AIDS in Afrika. De tekst van het 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”,

and

the Minister for External Economic Cooperation, being the competent Ethiopian Authority for the purpose of this Administrative Arrangement, hereinafter referred to as “the Party”,

Having regard to the provisions of Article 3¹⁾ of the Agreement concerning technical cooperation between the Government of the Kingdom of the Netherlands and the Transitional Government of Ethiopia, signed at Addis Ababa on March 1, 1993, 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 “Ethiopian-Netherlands AIDS Research Project (ENARP)” hereinafter referred to as “the Project”.

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

- To study the natural history of HIV infection and AIDS.
- To do intervention studies of HIV infection and AIDS with emphasis on vaccines and prophylactic and therapeutic drugs that are applicable in Ethiopia and other developing countries.
- To do epidemiological, clinical and operational studies on HIV infection and AIDS.

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

4. The aforesaid cooperation between the two Parties is planned to last 4 years starting from July 1, 1994 for the present phase. The project will be continued for another 4 years if parties agree to do so on the basis of an external evaluation to be performed at the end of 1997.

Article II

The Netherlands Contribution

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

¹⁾ Bedoeld is artikel I, derde lid.

- recruit and provide the international project staff for ENARP who are answerable to the Netherlands Team-leader
 - rely on the following for support to implement the project:
 - a) The Gemeentelijke Geneeskundige en Gezondheidsdienst (GG&GD), Amsterdam;
 - b) the international project staff for ENARP (expatriates);
 - c) the Human Retrovirus Laboratory of the Department of Virology of the University of Amsterdam;
 - d) the Department of Clinical (Vio-)Immunology of the Central Laboratory of the Netherlands Red Crosse Blood Transfusion Service, Amsterdam.
 - identify and enter into contract with collaborating institutions and individuals, after approval of the Ethiopian Programme Director.
2. The total value of the above mentioned Netherlands contribution shall not exceed the amount of NLG 14,075,268 Dutch guilders.

Article III

The Ethiopian Contribution

1. The Ethiopian Party shall make the following contribution to the Project:
 - recruit and provide according with the time schedule of the project professional and supporting personnel who are answerable to the director of NRIH
 - provide suitable location for the AIDS research unit within the NRIH building
 - provide supplies and utilities (including electricity, water, building materials etc. but telephone and fax costs excluded)
 - provide accommodation for the in-service training excluding material, transport, living expenses and other related costs
 - recruit and enter into contract with Ethiopian collaborating institutions or individuals after approval of the Netherlands Team-leader.

Article IV

The Executive Authorities

1. The Netherlands Party shall appoint the Directorate General for International Cooperation of the Ministry of Foreign Affairs as the Netherlands Executive Authority in charge of the Project.
2. The Ethiopian Party shall appoint the National Research Institute of Health (NRIH) as the Ethiopian Executive Authority in charge of the implementation of the Project.
3. The abovementioned Netherlands Executive Authority shall be presented in Ethiopia, as far as the day to day operations under the Project are concerned, by the Netherlands Teamleader.

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 Teamleader

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

Article VII

Projectdocument

1. The Executive Authorities shall establish in common agreement a Project Agreement which will indicate in detail:
 - the contributions of either Party;
 - the number of the Netherlands and Ethiopian staff, their duties and their job description;
 - a time-table;
 - a description of the equipment and materials to be made available;
 - the monitoring and evaluation of the Project.
2. The Project Document shall form an integral part of this Administrative Arrangement.
3. The Project Document 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 Ethiopian Party shall guarantee the following with respect to the Netherlands staff:

- a) the prompt issuance without cost of necessary visas, licenses 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 Ethiopian 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 of 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.

b. In the event the Ethiopian 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 3(a) of this Article, the Ethiopian Party shall be entitled to exercise all rights to which the Netherlands Party or such individuals are entitled.

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

4. The Netherlands staff shall enjoy the same medical and dental facilities at Government hospitals as are provided for Ethiopian 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 Ethiopian Party at the time the cooperation between the two Parties on the Project will be terminated.

Article X

Reporting

The Netherlands Teamleader 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 Teamleader 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

Settlements 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 July 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, on 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 Addis Ababa, on the 22nd day of December, 1994 in two originals in the English language.

For the Netherlands Minister for Development Cooperation

(sd.) J. BOS

Drs. J. Bos
Ambassador of the Kingdom of the Netherlands

*The Ethiopian Minister
for External Economic Cooperation*

(sd.) ABDULMEJID HUSSEIN

Dr Abdulmejid Hussein

Het akkoord is ingevolge zijn artikel XII op 22 december 1994 in werking getreden, met terugwerkende kracht vanaf 1 juli 1994.

Uitgegeven de *negentiende* mei 1995.

De Minister van Buitenlandse Zaken,

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