

12 (1980) Nr. 8

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1996 Nr. 336

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

Zie *Trb.* 1980, 109.

D. PARLEMENT

Zie *Trb.* 1981, 120 en, laatstelijk, *Trb.* 1996, 182.

De in rubriek J hieronder afgedrukte administratieve akkoorden behoeven ingevolge artikel 7, onderdeel b, van de Rijkswet goedkeuring en bekendmaking verdragen niet de goedkeuring der Staten-Generaal.

G. INWERKINGTREDING

Zie *Trb.* 1981, 120.

J. GEGEVENS

Zie *Trb.* 1984, 21, *Trb.* 1993, 181, *Trb.* 1994, 199, *Trb.* 1995, 122 en *Trb.* 1996, 182.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 3 november 1995 te Nairobi tussen de bevoegde wederzijdse autoriteiten een administratief akkoord tot stand gekomen inzake een project betreffende het verhogen van de levensstandaard van de rurale bevolking in het district West Pokot door middel van sociale en duurzame ontwikkeling, vierde fase. 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”, represented in this matter by the Chargé d’Affaires a.i. of the Kingdom 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 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 ‘Arid and Semi Arid Lands Programme West Pokot District (Phase IV)’ (KE002008), hereinafter referred to as “the Project”.

2. The aim of the Project is to increase the standard living of the rural population in West Pokot District through social and sustainable development.

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

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

Article II

The Netherlands Contribution

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

- personnel (a.o. the Programme Advisor);
- consultancy;
- transport and project goods;
- operational costs;

- training services;
 - contingency funds.
2. The value of the Netherlands contribution to the implementation of the Project is estimated at the amount of 4,860,000.00 Netherlands guilders.

Article III

The Kenyan Contribution

1. The Kenyan Party shall make the following contribution to the Project: various staff and services.
2. The total value of the Kenyan contribution is estimated at the amount of 1,800,000.00 Kenyan Shillings.

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 Advisor. The Programme Advisor shall act in close cooperation with the Kenyan Executive Authority and its representative and will respect the operational instructions given by the said Authority to the Kenyan personnel.

2. The Kenya Party shall appoint the Ministry of Land Reclamation, Regional and Water 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 the Ministry of Land Reclamation, Regional and Water Development, who will be the Kenyan Programme Officer.

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 Officer/Programme Advisor

1. The Programme Officer shall be responsible to the Kenyan Executive Authority for the correct implementation of the Kenyan contribution to the Project.
2. The Programme Advisor shall be responsible to the Netherlands Executive Authority for the correct implementation of the Netherlands contribution to the Project.
3. A special project account will be opened for the Netherlands contribution to the project. This account will operate under joint signature of the Programme Officer and the Programme Advisor.

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 Programme Officer and the Programme Advisor shall jointly submit to the Executive Authorities bi-annual reports in English on the progress made on the implementation of the Project as well as quarterly financial reports. On the termination of the Project they shall submit to all parties involved a final report in English on all aspects of the work executed in connection with the Project.

Article XI

Evaluation

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

Article XII

Settlement of Disputes

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

Article XIII

Entry into Force and Duration

This Administrative Arrangement shall enter into force with retroactive effect to first January 1995 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 ad Nairobi on the third day of November 1995 in two originals in English.

For the Netherlands Minister for Development Cooperation

(sd.) A. H. PIEPER

Charge d'Affaires a.i.

For the Kenyan Minister of Finance

(sd.) B. K. KIPKULEI

The Permanent Secretary
Ministry of Finance

Het akkoord is ingevolge zijn artikel XIII op 3 november 1995 in werking getreden, met terugwerkende kracht tot 1 januari 1995.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 22 augustus 1996 te Nairobi tussen de bevoegde wederzijdse autoriteiten een administratief akkoord tot stand gekomen inzake een project "Drought Preparedness, Intervention and Recovery in Arid and Semi-Arid Lands of Kenya". 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", 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 "Drought Preparedness, Intervention and Recovery in Arid and Semi-Arid Lands of Kenya" (Netherlands activity number KE93001), hereinafter referred to as "the Project".

2. The aim of the Project is to establish and/or build up sufficient capacity at the district level in Turkana, Samburu, Marsabit and Isiolo districts to monitor and manage drought in an effective, efficient and sustainable manner.

3. This aim shall be pursued by the following five Project components: drought monitoring, community development, drought management, research and training.

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

Article II

The Netherlands Contribution

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

- consultancy services;
- offices;
- financial means for project operations;
- transport means;
- training and courses.

2. The value of the Netherlands contribution to the implementation of the Project is estimated at the amount of 9,350,826.00 Netherlands guilders.

Article III

The Kenyan Contribution

1. The Kenyan Party shall allocate land for offices and contribute by way of salaries and allowances of staff of the Government of Kenya, seconded to the Project.

2. The total value of the Kenyan contribution is unknown and will be further detailed in the Working Document.

Article IV

The Executive Authorities

1. The Netherlands Party shall appoint the Directorate General of International Cooperation of the Netherlands Ministry of Foreign Affairs or any other body authorized to perform any functions at present exercised by the said Directorate 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 Programme Advisor. The Programme Advisor shall act in close cooperation with the Kenyan Executive Authority and its representative and will respect the operational instructions given by the said Authority to the Kenyan personnel.

2. The Kenyan Party shall appoint the Department of Relief and Rehabilitation – Office of the President – 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 Department of Relief and Rehabilitation – Office of the President –, who will be the Kenyan Programme Officer.

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 Officer/Programme Advisor

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

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

Article VII

Working Document

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

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

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

Article VIII

Personnel

The expatriate personnel 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 shall be transferred to the Government of Kenya, unless otherwise agreed between the Executive Authorities.

Article X

Reporting

The Programme Officer and the Programme Advisor 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 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 beginning of the third year of the Project implementation an evaluation will be held.

2. The composition of the 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 with retroactive effect to 1st September 1995 on the date of signature by both parties and shall expire 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 22nd day of August 1996 in two originals in English

For the Netherlands Minister for Development Cooperation

(sd.) N. W. M. BRAAKHUIS

Charge d'Affaires a.i.

For the Kenyan Minister for Finance

(sd.) B. K. KIPKULEI

The Permanent Secretary
Ministry of Finance

Het akkoord is ingevolge zijn artikel XIII op 22 augustus 1996 in werking getreden, met terugwerkende kracht tot 1 september 1995.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 22 augustus 1996 te Nairobi tussen de bevoegde wederzijdse autoriteiten een administratief akkoord tot stand gekomen inzake een project betreffende het verhogen van de levensstandaard van de rurale bevolking in de Keiyo en Marakwet districten door duurzame produktiviteitsverhoging en sociale ontwikkeling. 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", 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 "Arid and Semi-Arid Lands Programme Elgeyo Marakwet" (phase III) (Netherlands activity number KE002010), hereinafter referred to as "the Project".

2. The aim of the Project is to increase the standard of living of the rural population in Keiyo and Marakwet Districts through social and sustainable development.

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

4. The cooperation between the two Parties is planned to last for a period of 26 months.

Article II

The Netherlands Contribution

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

- personnel (a.o. the Programme Advisor);
- consultancy;
- transport and project goods;
- operational costs;
- training services;
- contingency funds.

2. The value of the Netherlands contribution to the implementation of the Project is estimated at the amount of 6,682,367.00 Netherlands guilders.

Article III

The Kenyan Contribution

1. The Kenyan Party shall make the following contribution to the Project: various staff and services.

2. The total value of the Kenyan contribution (both for the Keiyo District and Marakwet District) is estimated at the amount of 30 million Kenyan Shillings on a yearly basis.

Article IV

The Executive Authorities

1. The Netherlands Party shall appoint the Directorate General of International Cooperation of the Netherlands Ministry of Foreign Affairs or any other body authorized to perform any functions at present exercised by the said Directorate 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 Programme Advisor. The Programme Advisor shall act in close cooperation with the Kenyan Executive Authority and its representative and will respect the operational instructions given by the said Authority to the Kenyan personnel.

2. The Kenyan Party shall appoint The Ministry of Land Reclamation, Regional and Water 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 Land Reclamation, Regional and Water Development (MLRRWD), who will be the Kenyan Programme Officer.

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 Officer/Programme Advisor

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

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

3. A special project account will be opened for the Netherlands contribution to the project operations. This account will operate under joint signature of the Programme Officer and the Programme Advisor.

Article VII

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 description, 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 shall be transferred to the Government of Kenya, unless otherwise agreed between the Executive Authorities.

Article X

Reporting

The Programme Officer and the Programme Advisor shall jointly submit to the Executive Authorities bi-annual reports in English on the progress made on the implementation of the Project as well as quarterly financial reports. On 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. An evaluation of the implementation of the Project will be held at the end of the Project duration.

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 with retroactive effect to 1st November 1995 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 22nd day of August 1996 in two originals in English.

For the Netherlands Minister for Development Cooperation

(sd.) N. W. M. BRAAKHUIS

Charge d'Affaires a.i.

For the Kenyan Minister for Finance

(sd.) B. K. KIPKULEI

The Permanent Secretary
Ministry of Finance

Het akkoord is ingevolge zijn artikel XIII op 22 augustus 1996 in werking getreden, met terugwerkende kracht tot 1 november 1995.

Uitgegeven de *negende* december 1996.

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 | 1 |
| | Administratief akkoord inzake een project betreffende het verhogen van de levensstandaard van de rurale bevolking in het district West Pokot door middel van sociale duurzame ontwikkeling, vierde fase; Nairobi, 3 november 1995 | 2 |
| | Administratief akkoord inzake een project „Drought Preparedness, Intervention and Recovery in Arid and Semi-Arid Lands of Kenya”; Nairobi, 22 augustus 1996 | 6 |
| | Administratief akkoord inzake een project betreffende het verhogen van de levensstandaard van de rurale bevolking in de Keiyo en Marakwet districten door duurzame produktiviteitsverhoging en sociale ontwikkeling; Nairobi, 22 augustus 1996 | 10 |
