

9 (1965) Nr. 20

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1997 Nr. 100

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 ook 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.* 1995, 275.

Het in rubriek J van *Trb.* 1995, 275 afgedrukte administratief akkoord d.d. 22 augustus 1995 is bij brieven van 8 januari 1996 ter kennis van de Staten-Generaal gebracht.

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.* 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, *Trb.* 1994, 197 en 241 en *Trb.* 1995, 275.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 4 februari 1997 te Dar es Salaam tussen de bevoegde wederzijdse autoriteiten een administratief akkoord tot stand gekomen inzake het Ontwikkelingsprogramma voor de veeteelt in Kagera, fase 2¹⁾. 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, 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 “Kagera Livestock Development Programme (KALI-DEP), Phase 2” hereinafter referred to as “the Project”.

2. The development objective of the Project is to support the advance of smallholder livestock development in Kagera Region.

3. Project Activities are described in detail in the Plan of Operations version 3. Kagera Livestock Development Programme Phase II, 1995–1999; Bukoba, 17 February 1995. The budget included in the project document has been adjusted and will be replaced by the budget annexed to this administrative arrangement.

4. The objective shall be pursued by the provision of technical assistance.

5. The aforesaid co-operation between the two Parties is planned to last five years. The outcome of the mid-term evaluation in June 1997

¹⁾ Voor fase 1 zie *Trb.* 1991, 186, blz. 12.

will decide whether financing for the period January 1998–December 1999 will take place. This will depend on the progress made in supporting the development of independent, sustainable farmer organisations and the integration of the project in the DRDP's.

Article II

The Netherlands Contribution

1. The Netherlands Party shall make the following contribution to the Project:
 - the provision of advisory expatriate staff.
 - the purchase of means of transport, veterinary medicines and equipment.
 - the provision of training facilities and fellowships.
2. The total value of the above mentioned Netherlands contribution shall not exceed the amount of NLG 7.231.000,00 (see annex 1).

Article III

The Tanzanian Contribution

1. The Tanzanian Party shall make the following contribution to the Project:
 - the payment of the salaries of the local staff;
 - the upkeep of the station;
 - the provision of operational funds;
 - the provision of a part of the development budgets.
2. The value of the Tanzanian contribution is estimated at 1,300,000.00 Tanzanian shillings.

Article IV

The Executive Authorities

1. The Netherlands Party shall appoint the Directorate General for International Co-operation of the Netherlands Ministry of Foreign Affairs or any body authorized to perform any functions at present exercised by the said Directorate as the Netherlands Executive Authority in charge of the Project.
2. The Tanzanian Party shall appoint the Ministry of Agriculture and Livestock Development 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 services 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, except for acts or omissions amounting to gross negligence and wilful misconduct on the part of the Netherlands Party.

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 3(a) 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 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 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 1 January, 1995 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 04 day of February 1997, in two originals in the English language.

For the Netherlands Minister for Development Co-operation

(sd.) S. LEENSTRA

S. Leenstra
Ambassador

For the Minister for Finance of the United Republic of Tanzania

(sd.) P. NGUMBULLU

P. Ngumbullu
Principal Secretary

DUTCH BUDGET IN 000 DFL.

CODE	REF	DESCRIPTION	1995	1996	1997	1998	1999	Total
130	1A	Evaluation	0	0	50	0	50	100
210	1A	Dutch teamleader	95	0	0	0	0	95
220	1A	Tanzania teamleader	38	75	75	75	75	338
330	1A	Backstopping/insect consultants	70	100	100	100	100	470
340	1A	Training	70	60	60	0	0	190
	1A	Studies	40	40	20	0	0	100
410	2A	Buildings (exten)	40	0	0	0	0	40
	5B	Buildings (comm.)	110	0	0	0	0	110
420	2A	Mach. (extens)	80	65	50	40	40	275
	5B	Mach. (comm.)	60	50	0	0	0	110
430	3A	Means of transp. (ext.)	230	213	213	213	213	1082
440	5B	Stock routes	50	0	0	0	0	50
470	6B	HIT	305	375	432	525	475	2112
480	2A	Transportation	40	40	30	30	30	170
490	1A	Literature	10	20	10	20	10	70
520	4A	Maint. mach	30	20	10	10	0	70
530	4A	Main cors + motorbike	150	125	100	75	50	500
540	4A	Office costs	40	30	30	25	20	145
550	7B	Semen	10	20	30	30	25	125
	7B	Emergency drugs	40	40	40	30	25	175
	4A	Eartags + Semen	10	25	25	25	20	105
	8C	Eartags + Semen	25	25	25	25	20	120
570		Coordination	10	10	10	0	0	30
600	1A	Train. Netherl.	25	40	40	20	0	125
	1A	Train. Tanzania	25	40	30	20	10	125
	1A	Train. others	30	30	30	15	15	120
	1A	Contingencies 5%	80	68	59	44	38	289
TOTAL			1 713	1 511	1 469	1 322	1 216	7 231

Het akkoord is ingevolge zijn artikel XII op 4 februari 1997 in werking getreden met terugwerkende kracht vanaf 1 januari 1995.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 14 maart 1997 te Dar es Salaam tussen de bevoegde wederzijdse autoriteiten een administratief akkoord tot stand gekomen inzake institutionele en technische ondersteuning aan 10 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 "Technical Assistance to District Development Programmes", hereinafter referred to as "the Project".

2. The general aim of the Project is to give institutional and technical support to the 10 (ten) districts: Mbulu, Maswa, Meatu, Kahama, Bukombe, Bukoba, Biharamulo, Karagwe, Ngara and Muleba and more specifically to assist the districts in all matters of planning, implementation, monitoring and evaluation of development activities and of a proper financial control and administration of all funds administered by the districts.

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

4. The provision of financial assistance to the development programmes of the districts concerned is agreed upon between both parties in a separate grant agreement ref. Tanzania 96.07.

5. The aforesaid cooperation between the two Parties is planned to last 84 months, from 1 January 1997 till 1 January 2004.

Article II

The Netherlands Contribution

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

- a) provide technical assistance (expatriate district development advisors, regional coordinators, technical backstopping and reviews);
- b) provide administrative and management support to the Local Government Service Commission and the Regional Offices of the Controller and Auditor General (CAG).

2. The total value of the above mentioned Netherlands contribution shall not exceed the amount of NLG. 26.530.000.

Article III

The Tanzanian Contribution

The Tanzanian Party shall contribute to the Project by payment of the salaries of the local staff of the District Councils concerned and the regional CAG office.

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 of the Project are concerned, by the Netherlands District Development Advisors and Regional Coordinators.

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

Advisors and Coordinators

1. The District Development Advisors assigned by the Netherlands Party will be responsible to advise the Netherlands Executive Authority on the quality and implementation of the district development plans and to advise the district authorities in all matters concerning development planning and administration in the respective districts, in particular with regard to the components which are (co-)financed through Netherlands grants.

2. The Regional Coordinators assigned by the Netherlands Party will be responsible to advise the Netherlands Executive Authority on the quality and implementation of the district development plans and the Netherlands grants received by the districts in the assigned region, support the districts in relevant project matters such as international procurement, technical assistance, transfer of funds, streamlining and coordination of district plans, manage the various components of the project on a day-to-day basis, liaise with the relevant regional and national authorities and act as teamleader to the district development advisors.

3. The District Development Advisors and Regional Coordinators 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 District Development Advisors and Regional Coordinators 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 District Rolling Plans and Forward Budgets and Plans of Operations which will indicate in detail;

- the contributions of either Party;
- the number of the Tanzanian staff, their duties and their job descriptions and terms of reference for deployment of (short-term) technical advisors or institutions;
- a time-table of implementation of programmes and activities;
- a description of the equipment and materials to be made available;
- the monitoring and evaluation of the Project.

2. The management contracts with the District Councils and 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 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, 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 3(a) 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 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 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 cooperation between the two Parties on the Project will be terminated.

Article X

Reporting

The District Development Advisors will ensure that financial reports are submitted on a quarterly basis by the respective District Councils and at least every six months a consolidated physical progress report in the English language on the progress made in the execution of the financial aid component of the Project in the regions. These reports will be submitted to the relevant Tanzanian Authorities with a copy to the Netherlands Authority. Every quarter a financial report on the technical assistance component will be prepared by the Regional Coordinator and forwarded to both the Netherlands and the relevant Tanzanian Authorities. At the termination of the Project, the Regional Coordinators 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 on 1 January 1997 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 14 th day of March 1997 in two originals in the English language.

For the Netherlands Minister for Development Co-operation

(sd.) S. LEENSTRA

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

(sd.) P. NGUMBULLU

The Principal Secretary
Ministry of Finance
P.O. Box 9111
Dar es Salaam

Het akkoord is ingevolge zijn artikel XII op 1 januari 1997 in werking getreden.

Uitgegeven de zesde mei 1997.

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 het Ontwikkelings- programma voor de veeteelt in Kagera, fase 2.; Dar es Salaam, 4 februari 1997.	2
	Administratief akkoord inzake institutionele en tech- nische ondersteuning aan 10 districten; Dar es Salaam, 14 maart 1997	8
