

9 (1965) Nr. 21

# TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

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**JAARGANG 1997 Nr. 310**

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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.* 1997, 100.

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, *Trb.* 1995, 275 en *Trb.* 1997, 100.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 10 juni 1997 te Dar es Salaam tussen de bevoegde wederzijdse autoriteiten een administratief akkoord tot stand gekomen betreffende de revalidatie van het Nationale Suiker Instituut NSI, fase 2<sup>1)</sup>. 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”;

With 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), phase 2” hereinafter referred to as “the Project”.

2. The general aim (aims) of the Project is: upgrading and further development of a vocational and technical training institute for the sugar and related sectors.

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 15 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 strength-

<sup>1)</sup> Voor fase 1 zie *Trb.* 1994, 241, blz. 21. e.v.

ening the training and educational capability of NSI and through strengthening the institutional capability of the NSI.

2. The total value of the above-mentioned Netherlands contribution shall not exceed the amount of NLG 1.800.000 Dutch guilders.

#### Article III

##### *The Tanzanian Contribution*

The Tanzanian Party shall make the following contribution to the Project: running costs of the institute, including staff salaries; accommodation, utilities, office space and inventory for expert project staff; labour cost on maintenance of project vehicles/equipment; provision of driver services for project vehicles when required.

#### Article IV

##### *The Executive Authorities*

1. The Netherlands Party shall appoint the Directorate General for International Co-operation of the 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 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 implemen-

tation 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

##### *The 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 the 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 Agreement, 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 October 1996, 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 10th day of June, 1997, in two originals in the English language.

*For the Netherlands Minister for Development Cooperation*

(sd.) S. LEENSTRA

S. Leenstra

Ambassador

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

(sd.) R. O. S. MOLLEL

R. O. S. Mollel

Principal Secretary

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Het akkoord is ingevolge zijn artikel XII op 10 juni 1997 in werking getreden met terugwerkende kracht tot 1 oktober 1996.

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Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 31 juli 1997 te Dar es Salaam tussen de bevoegde wederzijdse autoriteiten een administratief akkoord tot stand gekomen om de inkomsten van de bewoners in het gebied van Tanga te vergroten middels het stimuleren van een verdere ontwikkeling van de zuivelsector. 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 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 cooperation 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 Tanga Dairy Development Programme (TDDP), hereinafter referred to as "the Project".
2. The general aim of the Project is to improve the income of inhabitants of Tanga Region through stimulating the further development of the dairy sector.
3. Project activities are described in detail in the Tanga Dairy Development Programme Plan of Operations 1997–2001, final draft, November 1996. The budget included in this document has been adjusted and will be replaced by the budget annexed to this administrative arrangement.
4. The aim shall be pursued by the provision of technical assistance.
5. The aforesaid cooperation between the two Parties is planned to last from 1 May 1997 till 31 December 1999.

## Article II

*The Netherlands Contribution*

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

- a) the provision of advisory expatriate staff;
- b) the purchase of means of transport, cows and equipment;
- c) the provision of training facilities.

2. The total value of the above mentioned Netherlands contribution shall not exceed the amount of Netherlands guilders (NLG) 3,473,500 (see annex 1).

## Article III

*The Tanzanian Contribution*

The value of the Tanzanian contribution is estimated at Tanzanian shillings 90,000,000 (Tsh) for the period 1 January 1997–31 December 1999. This contribution will be in the form of payment of salaries of Tanzanian staff already employed in the project.

## Article IV

*The Executive Authorities*

1. The Netherlands Party shall appoint the Royal Netherlands Embassy in Dar es Salaam 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 of the Project are concerned, by the Netherlands expert(s). The Tanzanian Party shall be represented, as far as the day-to-day operations of the project are concerned, by the Regional Livestock Development Officer. This situation needs to be adjusted if the reform of the Tanzanian government structures requires so.

## 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*

The Project Advisor and Leader of the Netherlands team assigned by the Netherlands Party will be responsible to the Netherlands Executive Authority for the correct implementation of the project. The Project Advisor 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 Project Advisor with information within the law 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 of implementation of and activities;
  - 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 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 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.

#### 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 Netherlands Project Advisor together with the Project Manager 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 Project Advisor 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. The project will provide quarterly financial reports for the Netherlands and Tanzanian Party, following the procedures of the Netherlands Party. The project will be audited annually by an external auditor on the initiative of the Netherlands Party.

#### 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 retro-active effect) on 1 May 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 the later.

DONE at Dar es Salaam on the 31st day of July, 1997, in two originals in the English language.

*For the Netherlands Minister for Development Cooperation*

(sd.) S. LEENSTRA

S. Leenstra

Ambassador

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

(sd.) R. O. S. MOLLEL

R. O. S. Mollel

Principal Secretary

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Het akkoord is ingevolge zijn artikel XII met terugwerkende kracht op 1 mei 1997 in werking getreden.

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Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is op 1 september 1997 te Dar es Salaam tussen de bevoegde wederzijdse autoriteiten een administratief akkoord tot stand gekomen inzake het project „Chemical Waste Management in Tanzania”. 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 Ministry of 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 “Chemical Waste Management in Tanzania” hereinafter referred to as “the Project”.

2. The general aims of the Project is:

– to create necessary pre-conditions for management of chemical waste problems in Tanzania in the long run, by providing a comprehensive overview of chemical waste in mainland Tanzania.

– to contribute to strengthening the capacity of National Environmental Management Council (NEMC) and other institutions involved in managing chemical waste issues in Tanzania.

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 10 months, from 1 March 1997 to 31 December 1997.

## Article II

*The Netherlands Contribution*

1. The Netherlands Party shall make the following contribution to the Project:
  - training and technical assistance
  - materials and equipment
2. The total value of the above-mentioned Netherlands contribution shall not exceed the amount of NLG 603,372 Dutch guilders.

## Article III

*The Tanzanian Contribution*

- The Tanzanian Party shall make the following contribution to the Project:
- salary costs of the Government staff involved in the project
  - offices and the necessary facilities.

## 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 NEMC in the Vice President'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-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 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.

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 after 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 March 1997, 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 1st day of September, 1997, in two originals in the English language.

*For the Netherlands Minister for Development Cooperation*

(sd.) b.a. L. VAN DER TANG

S. Leenstra

Ambassador

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

(sd.) H. L. LUBANJO

H. L. Lubanjo

Principal Secretary

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Het akkoord is ingevolge zijn artikel XII op 1 september 1997 in werking getreden met terugwerkende kracht vanaf 1 maart 1997.

Uitgegeven de *negentiende* december 1997.

*De Minister van Buitenlandse Zaken,*

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



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