

16 (1984) Nr. 5

# TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

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**JAARGANG 1997 Nr. 313**

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A. TITEL

*Overeenkomst inzake technische samenwerking tussen het Koninkrijk der Nederlanden en de Volksrepubliek Mozambique; Maputo, 12 juli 1984*

B. TEKST

De tekst van de Overeenkomst is geplaatst in *Trb.* 1984, 104.

C. VERTALING

Zie *Trb.* 1984, 104.

D. PARLEMENT

Zie *Trb.* 1985, 142 en, laatstelijk, *Trb.* 1997, 103.

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.* 1985, 142.

J. GEGEVENS

Zie *Trb.* 1994, 12 en *Trb.* 1997, 103.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Maputo op 17 december 1996 tussen de Nederlandse en de Mozambiquaanse bevoegde autoriteiten een administratief akkoord tot stand gekomen betreffende het versterken van de technische en financiële management-capaciteit van de waterleidingbedrijven. 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 Mozambican Minister of Foreign Affairs, being the competent Mozambican Authority for the purpose of this Administrative Arrangements, hereinafter referred to as “the Mozambican Party”;

Having decided to co-operate in the field of “Institutional Support to the Nampula Urban Water Supply Authorities”;

Having regard to the provision of Article 1 of the Agreement on Technical Cooperation between the Kingdom of the Netherlands and the People’s Republic of Mozambique signed at Maputo on July 12, 1984, hereinafter referred to as “the Agreement”.

Have entered into the following Administrative Arrangement:

#### Article I

##### *The Project*

1. The two Parties shall jointly execute a project to be known as “Support Unit Region North/Direcção Provincial de Obras Públicas e Habitação (SURN/DPOPH)”, hereinafter referred to as “the Project”;

2. The development objective of the Project is to strengthen the technical and financial management of the Water Supply Organisation in Mozambique. The development objective of the Project will be achieved through the following specific objectives;

a) support via a support-unit to the Nampula Water company by a technical manager and a financial expert;

b) the establishment of the support-unit, the introduction of a management information system including hardware-transport equipment, short consultancies, etc;

c) providing supervision-expertise to the Nampula Urban Water Supply Project;

3. The aforesaid cooperation between the two Parties is planned to last 3 years.

#### Article II

##### *The Netherlands Contribution*

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

- \* a senior technical manager and financial administrative expert.
  - \* short term consultancies.
  - \* training vehicles and office equipment.
  - \* operating costs.
  - \* financial support to establish the support-unit.
2. The value of the Netherlands contribution shall not exceed NLG 3,360,000.-.

### Article III

#### *The Mozambican Contribution*

The Mozambican Party shall make the following contribution to the Project:

staff and office-facilities of Direcção Nacional de Águas e Departamento de Água e Saneamento (DAS) and Direcção Provincial de Obras Públicas e Habitação (DPOPH).

### 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 Mozambican Party shall appoint SURN/DPOPH as the Mozambican Executive Authority in charge of the implementation of the Project.

3. The above-mentioned Netherlands Executive Authority shall be represented in Mozambique, as far as the day to day operations of the Project are concerned, by the Team leader appointed by the Netherlands Party.

### 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 immediately in writing of the names of persons or institutions delegated and of the extent of such delegation.

### Article VI

#### *The Team leader*

The Netherlands Team leader 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 Mozambican Executive Authority and respect to operational instructions given by the said Authority to the Mozambican personnel. The Mozambican 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 indicating in detail:
  - the contribution of either Party;
  - the number and duties of the staff appointed by each Party;
  - their job-descriptions;
  - the duration of their assignment;
  - a time-table;
  - a description of the equipment and materials to be made available;
  - the monitoring of progress and the reporting.
2. The Plan of Operations shall form an integral part of this Administrative Agreement.
3. The Plan of Operations may be amended in common agreement by the Executive Authorities.

#### Article VIII

##### *Reporting*

The SURN unit manager and the Netherlands Team leader shall submit jointly quarterly reports in the English language on the progress made in the execution of the Project to both Executive Authorities.

At the termination of the Project, they 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 IX

##### *Status of expatriate staff*

The expatriate staff supplied to the Project by the Netherlands Party shall enjoy the privileges and immunities as described in the Articles 2 and 3 of the Agreement.

#### Article X

##### *Status of Netherlands equipment and materials*

1. In conformity with the provisions of Article 7 of the Agreement the Republic of Mozambique will exempt from all import duties and other

charges the equipment (including motor vehicles) and other supplies provided by the Netherlands Government in connection with the Project.

2. The ownership of all equipment and materials (including motor vehicles) supplied by the Netherlands Party, will be transferred to the Mozambican Party at the time the cooperation between the two Parties on the Project will be terminated unless both Parties decide to give another destination to the equipment and materials.

#### Article XI

##### *Evaluation*

1. At the end of the second year of the Project implementation an evaluation will be held; there after 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 in consultation between both Parties shall be referred to the respective Governments and shall be settled in a way to be decided upon by the latter.

#### Article XIII

##### *Entry into force and duration*

This Administrative Arrangement shall enter into force, with retroactive effect to 30 June 1995, on the date of signature by both Parties and shall expire at the end of the period mentioned in article I, paragraph 3, of this Arrangement or on the date on which the Project has been completed in conformity with the provisions of this Arrangement and the Plan of Operations, whichever date is the later.

DONE at Maputo on 17 December 1996 in two originals in the English language.

*For the Netherlands Minister for Development Cooperation*

(sd.) R. VAN DE GEER

R. van de Geer  
Ambassador

*For the Mozambican Minister of Foreign Affairs*

(sd.) F. V. V. RODRIGUES

F. V.V. Rodrigues  
Vice-Minister of Foreign Affairs  
and Cooperation

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Het akkoord is ingevolge zijn artikel XIII op 17 december 1996 in werking getreden, met terugwerkende kracht tot 30 juni 1995.

Uitgegeven de *negentiende* december 1997.

*De Minister van Buitenlandse Zaken,*

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