

9 (1965) Nr. 23

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1998 Nr. 212

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.* 1998, 109.

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.* 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, *Trb.* 1997, 100 en 310 en *Trb.* 1998, 109.

Ter uitvoering van artikel 3 van de onderhavige Overeenkomst is te Dar es Salaam tussen de bevoegde wederzijdse autoriteiten tot stand gekomen en op 20 februari 1998 ondertekend een administratief akkoord inzake de versterking en institutionalisering van het Economisch Onderzoek Bureau. 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".

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 1

The Project

1. The two Parties shall make concerted efforts in executing a project to be known as "Economic Policy Research Project" (follow-up phase) hereinafter referred to as "the Project".

2. The general development objective of the Project is to strengthen the economic policy analysis capabilities of the Economic Research Bureau of the University of Dar es Salaam.

3. This aim shall be pursued by the provision of technical assistance: visiting consultants and material support.

4. The aforesaid co-operation between the two Parties is planned to last three years.

Article II

The Netherlands Contribution

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

- provide consultancy services;
- provide counterpart training;
- material support.

2. The total value of the above mentioned Netherlands contribution shall not exceed the amount of 1.868.755 Dutch Guilders.

Article III

The Tanzanian Contribution

1. The Tanzanian Party shall make the following contribution to the Project:
- To make available infrastructural facilities such as: office space, some equipment, housing
 - To provide senior and junior staff
 - To provide permanent secretarial assistance throughout the project period.

Article IV

The Executive Authorities

1. The Netherlands Party shall appoint the Directorate General for International Co-operation (DGIS) of the Ministry of Foreign Affairs as the Netherlands Executive Authority in charge of the Project.
2. The Tanzanian Party shall appoint the Planning Commission 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 Technical Adviser.

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 Netherlands Adviser assigned by the Netherlands Party shall be responsible to the Netherlands Executive Authority for the correct implementation of the Netherlands contribution.

The Technical Adviser 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 Technical Adviser 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 official capacity.
 - f) The Tanzanian Party will give notice on a timely basis to the Netherlands Party of any impending measures by Tanzania which might lead to hampering the free movement of the Netherlands staff.
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 extracontractual civil liability, provided that such liability is not attributable to wilful misconduct or gross negligence on the part of the Netherlands Party or 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 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 Technical Adviser 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 Technical Adviser 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

Evaluation

In February 1998 the Executive Authorities shall evaluate the Project. Funds for the evaluation have been reserved by the Netherlands Party.

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 settled in a way to be decided upon by the latter.

Article XIII

Each Party has the right to denounce this Administrative Arrangement at any time at a three month's notice.

Article XIV

Entry into force and duration

This Administrative Arrangement shall enter into force with retroactive effect to 1 January 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 February 1998 in two originals in the English language.

Two originals in the English language signed at Dar es Salaam on February 20th, 1998.

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.) R. MOLLEL

R. Mollel
Principal Secretary

Het akkoord is ingevolge zijn artikel XIV op 20 februari 1998 in werking getreden met terugwerkende kracht tot 1 januari 1996.

Op 2 juni 1998 is te Dar es Salaam tussen de bevoegde wederzijdse autoriteiten een aanvulling op en verlenging van het op 7 maart 1994 ondertekende administratief akkoord inzake het Onderzoeksproject Landbouw Systeem, Lake Zone¹⁾ tot stand gekomen. De tekst van de aanvulling luidt als volgt:

**Addendum to the Administrative Arrangement between the
Netherlands Minister for Development Cooperation and the
Tanzanian Minister of Finance**

Regarding Netherlands project number: TZ92030

Project title: Farming Systems Research Project Lake Zone / Technical and Management Assistance to Client Oriented Research in Lake Zone and Other Zones within context of Tanzania Agriculture Research Programme (TARP-II)

Whereas the Netherlands Minister for Development Cooperation (hereinafter referred to as "The Netherlands Party") and the Minister of Finance of the United Republic of Tanzania (hereinafter referred to as "The Tanzanian Party") had concluded on 7 March, 1994 an Administrative Arrangement for the execution of a project known as "Farming Systems Research Project Lake Zone" under Netherlands Activity Number TZ92030, (hereinafter referred to as "The Project") now therefore, the Netherlands Party and the Tanzanian Party agree as follows:

1. In view of the formulation of a national research project under the Ministry of Agriculture to be known as the "Tanzania Agricultural Research Programme (TARP-II)" and for which financial support is made available by the World Bank and Bilateral Donors including the Netherlands, the Netherlands has committed a financial assistance grant of NLG. 12 million towards TARP-II, due to commence from January 1998. Moreover, for continued technical assistance in support of TARP-II, the Netherlands Party agreed to extend The Project by three years

¹⁾ Het Administratief Akkoord is geplaatst in *Trb.* 1994, 197.

using the unutilized budget of The Project amounting to NLG. 5,740,000 (currently equivalent to approximately USD 2,850,000.-) on the basis of the plan and budget for this period submitted by the Lake Zone Department of Research and Development.

2. The Project duration will be extended with retroactive effect from January 1998, on the date of signature by both parties and shall expire on 31 December 2002, or on the date on which the Project has been completed in conformity with the provision of this Arrangement and of the Plan of Operations, whichever date is the later.

3. The funds will be administered by the Chief Technical Advisor in consultation with the Zonal Director of Research and Development of the Ministry of Agriculture upon receipt of the signed Addendum.

4. Other terms of the Administrative Arrangement remain unchanged.

IN WITNESS WHEREOF, the undersigned have signed the present Addendum in the English language in two originals at Dar es Salaam on the 2nd day of June, 1998.

For the Netherlands Minister for Development Cooperation

(sd.) S. LEENSTRA

Sj. Leenstra
Ambassador

For the Minister of Finance of the United Republic of Tanzania

Raphael Mollel
Permanent Secretary

Uitgegeven de zestiende september 1998.

De Minister van Buitenlandse Zaken,

J. J. VAN AARTSEN

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