

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1999 Nr. 9

A. TITEL

*Verdrag tussen het Koninkrijk der Nederlanden en Ethiopië inzake
technische samenwerking;
Addis Abeba, 1 maart 1993*

B. TEKST

De tekst van het Verdrag is geplaatst in *Trb.* 1993, 60.

C. VERTALING

Zie *Trb.* 1994, 227.

D. PARLEMENT

Zie *Trb.* 1995, 72 en 125 en *Trb.* 1996, 184.

Bij brieven van 23 april 1997 is het in rubriek J van *Trb.* 1996, 184 afgedrukte administratief akkoord ter kennis gebracht van de Eerste en de Tweede Kamer der Staten-Generaal.

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.* 1995, 72.

J. GEGEVENS

Zie *Trb.* 1995, 125 en *Trb.* 1996, 184.

Ter uitvoering van artikel I van het onderhavige Verdrag is te Addis Abeba op 4 november 1998 tussen de bevoegde Nederlandse en Ethiopische autoriteiten een administratief akkoord tot stand gekomen inzake het versterken van de universiteit en het trainen van de universitaire staf. De tekst van het akkoord luidt als volgt:

**Administrative Agreement between The Ethiopian Minister for
Economic Development and Cooperation, on behalf of the Federal
Democratic Republic of Ethiopia, and the Netherlands Minister
for Development Cooperation, on behalf of the Netherlands
Government, on technical assistance to strengthen the Mekelle
University College for Dry land Agriculture and Natural
Resources**

The Ministry of Economic Development and Cooperation of the Federal Democratic Republic of Ethiopia, being the competent Ethiopian Authority for the purpose of this Administrative Agreement, hereinafter referred to as “Ethiopia”,

and

the Netherlands Minister for Development Cooperation, being the competent Netherlands Authority for the purpose of this Administrative Agreement, hereinafter referred to as “the Netherlands”

Having regard to the provisions of Article 1 of the Agreement on technical cooperation between the Government of the Kingdom of the Netherlands and the Transitional Government of Ethiopia, signed at Addis Ababa on March 1, 1993, hereinafter referred to as “the Agreement”,

Have entered into the following Administrative Agreement:

Article I

The Project

1. The two Parties shall make concerted efforts in executing a project to be known as “Strengthening Mekelle University College for Dry land Agriculture and Natural Resources” hereinafter referred to as “the Project”.
2. The general aim of the project is to strengthen the Mekelle University College and specifically the College for Dry land Agriculture and Natural Resources.
3. The aim shall be pursued by the provision of technical assistance.
4. The aforesaid cooperation between the two Parties is planned to last 48 months.

Article II

The Netherlands Contribution

1. The Netherlands shall make the following contribution to the project:

- missions of Netherlands experts to Mekelle University College;
 - training of staff of Mekelle University College in Ethiopia and the Netherlands;
 - learning materials and equipment.
2. The total value of the above mentioned Netherlands contribution shall not exceed the amount of 2.670.781,18 Dutch guilders.

Article III

The Ethiopian Contribution

1. Ethiopia shall make the following contribution to the Project:
- maintenance of facilities;
 - salary of staff on training;
 - transport and clearing of goods.

Article IV

The Executive Authorities

1. The Netherlands shall appoint the Royal Netherlands Embassy in Addis Ababa as the Netherlands Executive Authority in charge of the Project.
2. Ethiopia shall appoint the Ministry of Education as the Ethiopian Executive Authority in charge of implementation of the project.
3. The above mentioned Netherlands Executive Authority shall be represented in Ethiopia, 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, in consultation with each other, 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

The Team leader

The Team Leader assigned by the Netherlands 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 Ethiopian Executive Authority and will respect the operational instructions given by the said Authority to the Ethiopian personnel. The Ethiopian 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 Ethiopian 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 Agreement.
3. The Plan of Operations may be amended in common agreement between the Executive Authorities.

Article VIII

Language

The working language of the Project is English.

Article IX

Status of the Expatriate Staff

1. The Netherlands staff supplied by the Netherlands to the Project shall enjoy the privileges and facilities described in Articles II and III of the Agreement.
2. Ethiopia 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.

Article X

Status of the Netherlands Equipment and materials

1. The provisions of Article II, i, 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 will be transferred to Ethiopia at the time the cooperation between the two Parties on the Project will be terminated.

Article XI

Reporting

1. The Netherlands Team leader shall submit at least every six months a report on the progress made in the execution of the Project to both Executive Authorities.

2. 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 XII

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 XIII

Entry into force and duration

This Administrative Agreement shall enter into force with retroactive effect to 1 January 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 Agreement or on the date on which the Project has been completed in conformity with the provisions of this Agreement and of the Plan of Operations, whichever date is the later.

DONE at Addis Ababa on the 4th day of November, 1998 in two originals in the English language.

For the Netherlands Minister for Development Cooperation

(sd.) P. J. Th. MARRES

For the Ethiopian Minister of Economic Development and Cooperation

(sd.) DR. MULATU TESHOME

Dr. Mulatu Teshome
Vice-Minister

Het akkoord is ingevolge zijn artikel XIII op 4 november 1998 in werking getreden, met terugwerkende kracht tot 1 januari 1997.

Ter uitvoering van artikel I van het onderhavige Verdrag is te Addis Abeba op 4 november 1998 tussen de bevoegde Nederlandse en Ethiopische autoriteiten een administratief akkoord tot stand gekomen inzake het trainen van de staf van de landbouwuniversiteit. De tekst van het akkoord luidt als volgt:

Administrative Agreement between The Ethiopian Minister for Economic Development and Cooperation, on behalf of the Federal Democratic Republic of Ethiopia, and the Netherlands Minister for Development Cooperation, on behalf of the Netherlands Government, on technical assistance to strengthen Alemaya University of Agriculture and specifically the Departments of Extension and Animal Science of the Faculty of Agriculture

The Ministry of Economic Development and Cooperation of the Federal Democratic Republic of Ethiopia, being the competent Ethiopian Authority for the purpose of this Administrative Agreement, hereinafter referred to as "Ethiopia",

and

the Netherlands Minister for Development Cooperation, being the competent Netherlands Authority for the purpose of this Administrative Agreement, hereinafter referred to as "the Netherlands",

Having regard to the provisions of Article 1 of the Agreement on technical cooperation between the Government of the Kingdom of the Netherlands and the Transitional Government of Ethiopia, signed at Addis Ababa on March 1, 1993, hereinafter referred to as "the Agreement",

Have entered into the following Administrative Agreement:

Article I

The Project

1. The two Parties shall make concerted efforts in executing a project to be known as "Strengthening Alemaya University of Agriculture and specifically the Departments of Extension and Animal Science of the Faculty of Agriculture" hereinafter referred to as "the Project".

2. The general aim of the project is to strengthen Alemaya University of Agriculture and specifically the Departments of Extension and Animal Science of the Faculty of Agriculture.

3. The aim shall be pursued by the provision of technical assistance.
4. The aforesaid cooperation between the two Parties is planned to last 48 months.

Article II

The Netherlands Contribution

1. The Netherlands shall make the following contribution to the project:
 - missions of Netherlands experts to Alemaya University of Agriculture;
 - training of staff of Alemaya University of Agriculture in Ethiopia and the Netherlands;
 - learning materials and equipment.
2. The total value of the above mentioned Netherlands contribution shall not exceed the amount of 4.635.554,06 Dutch guilders.

Article III

The Ethiopian Contribution

1. Ethiopia shall make the following contribution to the Project:
 - maintenance of facilities;
 - salary of staff on training;
 - transport and clearing of goods.

Article IV

The Executive Authorities

1. The Netherlands shall appoint the Royal Netherlands Embassy in Addis Ababa as the Netherlands Executive Authority in charge of the Project.
2. Ethiopia shall appoint the Ministry of Education as the Ethiopian Executive Authority in charge of implementation of the project.
3. The above mentioned Netherlands Executive Authority shall be represented in Ethiopia, as far as the day to day operations under the Project are concerned, by the Netherlands Team leader.

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sibility, 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

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The Team Leader assigned by the Netherlands 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 Ethiopian Executive Authority and will respect the operational instructions given by the said Authority to the Ethiopian personnel. The Ethiopian Executive Authority shall provide the Team Leader with any information that may be considered necessary for the execution of the Project.

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DONE at Addis Ababa on the 4th day of November, 1998 in two originals in the English language.

For the Netherlands Minister for Development Cooperation

(sd.) P. J. Th. MARRES

For the Ethiopian Minister of Economic Development and Cooperation

(sd.) DR. MULATU TESHOME

Dr. Mulatu Teshome
Vice-Minister

Het akkoord is ingevolge zijn artikel XIII op 4 november 1998 in werking getreden, met terugwerkende kracht tot 1 januari 1997.

Uitgegeven de *veertiende* januari 1999.

De Minister van Buitenlandse Zaken,

J. J. VAN AARTSEN

INHOUD

A.	TITEL	1
B.	TEKST	1
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D.	PARLEMENT	1
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