

No. 8383

**NETHERLANDS
and
NIGERIA**

**Agreement concerning the development of the Faculty of
Veterinary Science in the Ahmadu Bello University,
Zaria, Northern Nigeria. Signed at Lagos, on 28 October
1965**

Official text: English.

Registered by the Netherlands on 10 November 1966.

**PAYS-BAS
et
NIGÉRIA**

**Accord relatif à l'expansion de l'École vétérinaire de l'Uni-
versité Ahmadu Bello, à Zaria (Nigéria septentrional).
Signé à Lagos, le 28 octobre 1965**

Texte officiel anglais.

Enregistré par les Pays-Bas le 10 novembre 1966.

No. 8383. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE KINGDOM OF THE NETHERLANDS AND THE GOVERNMENT OF THE FEDERAL REPUBLIC OF NIGERIA CONCERNING THE DEVELOPMENT OF THE FACULTY OF VETERINARY SCIENCE IN THE AHMADU BELLO UNIVERSITY, ZARIA, NORTHERN NIGERIA. SIGNED AT LAGOS, ON 28 OCTOBER 1965

The Government of the Kingdom of the Netherlands and the Government of the Federal Republic of Nigeria, desirous of strengthening the ties of friendship existing between their nations and of promoting the good relations between their countries generally; recognizing the importance of aid in higher education;

Have agreed as follows :

Article I

1. The two Governments shall collaborate in the development of the Faculty of Veterinary Science, especially its Division of Protozoology and Associated Vectors within the Department of Pathology at the new Faculty of Veterinary Science of the Ahmadu Bello University.

2. The Netherlands Government shall contribute towards the management and operation of the Faculty of Veterinary Science by making available at its expense expert assistance, fellowships and equipment during a period of five years. The Government of the Federal Republic of Nigeria shall, during the said period of five years and thereafter, assure the continuity of the courses and research.

Article II

The form of collaboration between the two Governments in the development and operation of the faculty of Veterinary Science shall be defined and specified by an administrative agreement, hereinafter referred to as the " Plan of Operations ", to be concluded between the competent authorities.

Article III

1. The Government of the Federal Republic of Nigeria shall make provisions for the clearance and temporary storage in the port of arrival in Nigeria and

¹ Provisionally applied as from 28 October 1965, the date of signature, and came into force on 11 August 1966, the date of an exchange of notes confirming the approval of the Agreement by the Contracting Parties under their respective constitutional procedures, in accordance with the provisions of article VII.

transportation from there to the Ahmadu Bello University of the equipment and other goods required in connection with the project, that are made available by the Netherlands Government.

2. The cost of clearance, storage and transport, including insurance, import and export duties and any other taxes in respect of the equipment and other goods made available by the Netherlands Government and required in connection with the project, shall be borne by the Government of the Federal Republic of Nigeria.

Article IV

1. Experts made available by the Government of the Kingdom of the Netherlands for advisory or executive functions in Nigeria in pursuance of this Agreement shall be accorded first arrival privilege, that is, exemption from all taxes or duties imposed upon, or by reason of, importation of articles intended for the personal use of the person enjoying these privileges, or for the use of the family of such a person. These articles, which include a motor vehicle and an air conditioner but not drinks or tobacco must accompany the expert or be imported within three months of his arrival.

2. The Netherlands experts shall be exempt from payment of Nigerian taxes and other legal deductions and duties on the salaries and allowances that are paid to them from non-Nigerian sources during their assignment to the project.

Article V

The Government of the Federal Republic of Nigeria shall indemnify and hold harmless the Government of the Kingdom of the Netherlands and their experts, agents or employees against any and all liability suits, actions, claims, damages, special and general arising as a result of death or injuries to persons or property or any other losses resulting from or connected with any act or omission performed in the course of operations covered by this Agreement and the Plan of Operations, except when such claims or liabilities arise from gross negligence or wilful misconduct on the part of such experts, agents or employees.

Article VI

Any contingency for which no provision has been made and which is not covered by any other provision of the present Agreement shall be determined by mutual agreement of both governments.

Article VII

1. This Agreement shall come into force on the day of the exchange of Notes confirming that it has been approved in accordance with the respective constitutional procedures of the two Governments and shall remain valid for a period of five years; and thereafter the Agreement may be renewed for a further period to be mutually agreed.

2. If the present Agreement is terminated at the expiration of the initial period of five years or if it terminates after any further extension, its provisions shall continue to apply to the existing and uncompleted project for a maximum period of six months.

3. Notwithstanding the contents of paragraph 1 of this Article, this Agreement shall provisionally be applied as from the date of signature.

IN WITNESS WHEREOF the undersigned, duly authorized thereto, have signed the present Agreement.

DONE at Lagos, this 28th day of October 1965, in the English language, in two originals.

For the Government of the Kingdom of the Netherlands :

M. J. ROSENBERG POLAK

Ambassador of the Kingdom of the Netherlands

For the Government of the Federal Republic of Nigeria :

Alhaji AHMADU RIBADU

Minister of State

Ministry of Economic Dev. Lagos