

No. 8038

**NETHERLANDS
and
ECUADOR**

Agreement concerning the establishment of a dairy farming training centre and the modernization of the technique of slaughtering cattle for consumption in Ecuador. Signed at Quito, on 14 January 1965

Official texts: Dutch and Spanish.

Registered by the Netherlands on 10 January 1966.

**PAYS-BAS
et
ÉQUATEUR**

Accord concernant l'établissement d'un centre d'instruction pour l'élevage de bétail laitier et la modernisation des techniques de l'abattage de bétail destiné à la consommation en Équateur. Signé à Quito, le 14 janvier 1965

Textes officiels néerlandais et espagnol.

Enregistré par les Pays-Bas le 10 janvier 1966.

[TRANSLATION — TRADUCTION]

No. 8038. AGREEMENT¹ BETWEEN THE GOVERNMENTS OF THE KINGDOM OF THE NETHERLANDS AND THE REPUBLIC OF ECUADOR CONCERNING THE ESTABLISHMENT OF A DAIRY FARMING TRAINING CENTRE AND THE MODERNIZATION OF THE TECHNIQUE OF SLAUGHTERING CATTLE FOR CONSUMPTION IN ECUADOR. SIGNED AT QUITO, ON 14 JANUARY 1965

The Governments of the Kingdom of the Netherlands and the Republic of Ecuador,

Desiring to strengthen the ties of friendship that bind their peoples and generally to extend the good relations between their countries,

Desiring to promote the development of dairy farming and the modernization of the technique of slaughtering cattle for consumption in Ecuador,

Have concluded the following Agreement :

Article 1

1. The two Governments shall :

- (a) Establish and operate on the lands of the Santa Catalina Experimental Station of the Instituto Nacional de Investigaciones Agro-Pecuarias a dairy farm for training persons in charge of dairying establishments and for research in animal husbandry and sanitation;
- (b) Modernize the techniques of slaughtering and meat inspection at the Quito Municipal Slaughter-house, where veterinarians will be given instruction in slaughtering techniques, sanitary inspection and the meat marketing techniques commonly used at a slaughter-house.

2. (a) For the project referred to in paragraph 1, sub-paragraph (a), of this article the Government of Ecuador shall provide land, the buildings necessary for carrying out the project, cattle, tools, and teaching and other staff; it shall bear the operating costs and shall take all measures necessary for ensuring the continuity of the activities of the training centre.

¹ Applied provisionally from 14 January 1965, the date of signature, and came into force on 8 October 1965, the date on which the Contracting Parties notified each other of the completion of the constitutional formalities required for the entry into force of the Agreement in their respective countries, in accordance with article 6.

(b) In order to carry out the project referred to in paragraph 1, sub-paragraph (b), of this article, the Government of Ecuador shall, with the prior agreement of the Quito Municipal Council, make available the Quito Municipal Slaughter-house building—which shall, for this purpose, be equipped with the necessary refrigerating installations—and its existing installations, technicians and other staff; the costs of operation of the slaughter-house shall be borne by the Government of Ecuador, without prejudice to such agreements as exist and/or may be concluded in that matter between the Government of Ecuador and the Municipality of Quito, which shall together take all measures necessary for the continuous operation of the slaughter-house, both as such and as a training and demonstration centre.

3. The Netherlands Government shall, for its part, contribute by making available :

For the project referred to in paragraph 1, sub-paragraph (a), of this article : experts, the residence building and equipment for a period of up to five years; and

For the project referred to in paragraph 1, sub-paragraph (b), of this article, for a period of five years : experts, equipment and fellowships for study and specialization in the Netherlands.

4. After the expiry of the period referred to in paragraph 3, the Government of Ecuador undertakes to maintain in operation the centre for the training of persons in charge of dairying establishments and for research in animal husbandry and sanitation and to continue the practical instruction given to veterinarians at the Quito Municipal Slaughter-house.

Article 2

1. The co-operation between the two Governments in respect of the establishment and functioning of the training centre and the modernization of slaughtering and meat inspection techniques and the meat marketing techniques commonly used at the Quito Municipal Slaughter-house shall be specified and shall be subject to the administrative agreements, hereinafter called “Plans of Execution”, to be drawn up by the competent Netherlands and Ecuadorian authorities.

2. The Government of Ecuador shall take every possible measure to facilitate the activities of the Netherlands experts and advisers under this Agreement and to assist the said experts and advisers in obtaining whatever services and facilities they may require in order to carry out the said activities.

Article 3

1. The Government of Ecuador shall make the necessary arrangements for the customs clearance, temporary storage at the port of entry into Ecuador,

and transport from the said port to the training centre and the Quito Municipal Slaughter-house, respectively, of the equipment and other goods which are necessary for the execution of the projects and are to be furnished by the Netherlands Government.

2. The costs of customs clearance, storage and internal transport, including insurance premiums, import and export duties and/or charges of any kind to be paid in respect of the sending of the equipment and other goods to be furnished by the Netherlands Government in connexion with the said projects, shall be borne by the Government of Ecuador.

Article 4

1. The experts sent by the Netherlands Government, in accordance with the "Plans of Execution", for service in Ecuador, shall be accorded the same privileges as are enjoyed by experts of the specialized agencies of the United Nations.

2. The Netherlands experts shall be exempt from taxes and duties or charges which, pursuant to Ecuadorian law, are levied on personal income, comprising their salary and other compensation which they receive; this exemption shall apply for the entire duration of the experts' stay in Ecuador in so far as it corresponds to the period for which they were assigned. In the performance of their duties under this Agreement the Netherlands experts and advisers shall enjoy the most favourable official rate of exchange.

Article 5

The Government of Ecuador shall apply to the goods and funds furnished by the Netherlands for the projects referred to in article 1 of this Agreement and to the Netherlands experts and advisers the provisions of the Convention on the Privileges and Immunities of the Specialized Agencies of the United Nations.¹

Article 6

1. This Agreement shall enter into force on the date on which the Government of the Kingdom of the Netherlands and the Government of the Republic of Ecuador inform each other in writing that the relevant constitutional provisions in force in their respective countries have been complied with.

2. This Agreement shall remain in force for a term of six years in respect of the dairy farm project and seven years in respect of the Municipal Slaughter-

¹ United Nations, *Treaty Series*, Vol. 33, p. 261. For the final and revised texts of annexes published subsequently, see Vol. 71, p. 318; Vol. 79, p. 326; Vol. 117, p. 386; Vol. 275, p. 298; Vol. 314, p. 308; Vol. 323, p. 364; Vol. 327, p. 326; Vol. 371, p. 266, and Vol. 423, p. 284.

house, it being understood that the provisions contained in article 4, paragraph 1, and those of article 5 of this Agreement shall apply for a period of six months after the termination of this Agreement.

3. Notwithstanding the provisions of paragraph 1 of this article, this Agreement shall be applied provisionally from the date of signature.

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

DONE at Quito, on 14 January 1965, in duplicate in the Dutch and Spanish languages.

For the Government
of the Kingdom of the Netherlands :

(Signed) B. J. ELIAS
Jonkheer Burchard J. Elias
Ambassador Extraordinary
and Plenipotentiary

For the Government
of the Republic of Ecuador :

(Signed) E. C. TORAL
Dr. Eduardo Carrión Toral
Minister of Agriculture
and Stock-Raising