

No. 9780

NETHERLANDS
and
KENYA

**Agreement concerning a project in the field of irrigation agriculture
in Galole, Kenya. Signed at Nairobi on 9 February 1967**

Authentic text: English.

Registered by the Netherlands on 7 August 1969.

PAYS-BAS
et
KENYA

**Accord concernant un projet dans le domaine de la culture par
irrigation, à Galole (Kenya). Signé à Nairobi le 9 février 1967**

Texte authentique : anglais.

Enregistré par les Pays-Bas le 7 août 1969.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE KINGDOM OF THE NETHERLANDS AND THE GOVERNMENT OF THE REPUBLIC OF KENYA CONCERNING A PROJECT IN THE FIELD OF IRRIGATION AGRICULTURE IN GALOLE, KENYA

The Government of the Kingdom of the Netherlands and the Government of the Republic of Kenya in their desire to strengthen the ties of friendship existing between their nations and to promote good relations between their countries generally, and recognizing the importance of aid in the field of irrigation agriculture — have agreed as follows:

Article I

The two Governments shall collaborate in setting up and developing a pilot, demonstration and training project in the field of irrigation agriculture at Galole, hereafter referred to as the Galole-irrigation project.

Article II

a) The Netherlands Government shall contribute towards the implementation and development of the Galole-irrigation project by making available, at its expense, expert assistance and equipment for a period of three years.

b) The Government of Kenya shall, during the same period of three years and thereafter, assure the continuity of the project with the ultimate purpose of establishing at Galole a permanent pilot, demonstration and training irrigation scheme for the development of the Tana River Basin.

Article III

The form of collaboration between the two Governments in the implementation of the Galole-irrigation project shall be defined and specified by an administrative agreement, hereafter referred to as the "Plan of Operation", to be concluded between the competent authorities of both Governments.

¹ Provisionally applied as from 9 February 1967, the date of signature, and came into force definitively on 6 January 1969, the day of the exchange of notes confirming that it had been approved according to the respective constitutional procedures of the two Governments, with retroactive effect from 1 April 1966, in accordance with article VIII.

Article IV

The Government of Kenya shall:

a) Exempt each expert provided by the Netherlands Government under the terms of the present agreement from the payment of income and direct taxes on the salary and emoluments paid to him by the Netherlands Government.

b) Exempt from the payment of import and customs duties the new or used household effects, the personal belongings and the professional equipment imported into Kenya by an expert within three months of the arrival of himself or his dependants, provided such articles are re-exported from East Africa at the time of departure or within such a period thereafter as may be agreed by the Government of Kenya.

c) Make provision for the duty free importation or the purchase from bond by an expert of one motor vehicle within three months of first arrival in Kenya, provided that the vehicle, if sold to a person not likewise privileged, shall be subject to the payment of appropriate duty at the time of the sale.

d) Make provision for the issue free of charge of entry visas and temporary work permits to the Netherlands experts employed on the Galole-irrigation project.

Article IV bis

The Government of Kenya shall:

a) Exempt from all import and export duties and other public charges the funds, equipment, materials and supplies provided by the Netherlands Government in connection with the successful implementation of the Galole-irrigation project.

b) Make provisions for and bear the cost of the clearance and temporary storage at the point of arrival in Kenya and the transportation from there to the Galole-irrigation project of the equipment and other supplies made available by the Netherlands Government in connection with the successful implementation of the project.

Article V

The Government of Kenya recognizes that all experts provided by the Netherlands Government under the terms of the present agreement shall:

- a) Be immune from national service obligations.
- b) Be accorded for their salary and emoluments paid by the Netherlands Government, the same privileges in respect of exchange facilities as are accorded to diplomatic missions, i.e. external account facilities.
- c) Be given, together with their spouses and dependants, repatriation facilities in time of international crisis.

Article VI

a) The Government of Kenya 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 Operation, except when such claim or liabilities arise from gross negligence or wilful misconduct on the part of such experts, agents or employees.

b) In the event of the Government undertaking to meet any claim on behalf of an expert, agent or employee, in accordance with the provisions of this Article, the Government of Kenya shall be entitled to exercise and enforce the benefit of any right of set-off, counterclaim, indemnity, contributions, guarantee, defence or insurance to which such expert, agent, or employee is entitled.

c) The Netherlands Government shall place at the disposal of the Government of Kenya any information or other assistance required for the handling of any case to which the provisions of this Article relate, and shall make such personnel as may be required to give evidence in the matter available for all necessary purposes.

Article VII

The Netherlands Government and the Government of Kenya agree that, in the event of circumstances unforeseen in this Agreement, it may be possible, by mutual consent, to modify, adjust or depart from the provisions outlined in this Agreement.

Arrangements deviating from the stipulations of this Agreement shall enter into force only on the day of the exchange of notes confirming that

they have been approved in accordance with the respective constitutional procedures of the two Governments.

Article VIII

a) This Agreement shall enter 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, with retroactive effect as from the 1st April, 1966. It shall remain valid for a period of four years.

b) Notwithstanding the contents of paragraph a) of this article, this Agreement shall provisionally be applied as from the date of signature.

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

DONE at Nairobi this ninth day of February 1967 in two originals in the English language.

For the Kingdom of the Netherlands:
J. C. VAN BEUSEKOM

For the Republic of Kenya:
T. MBOYA