

No. 10750

NETHERLANDS
and
KENYA

**Agreement on collaboration in the field of animal husbandry
at Naivasha, Kenya. Signed at Nairobi on 23 July 1969**

Authentic text: English.

Registered by the Netherlands on 3 September 1970.

PAYS-BAS
et
KENYA

**Accord relatif à un projet de collaboration en matière de
zootechnie à Naivasha (Kenya). Signé à Nairobi le
23 juillet 1969**

Texte authentique: anglais.

Enregistré par les Pays-Bas le 3 septembre 1970.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE
KINGDOM OF THE NETHERLANDS AND THE GOV-
ERNMENT OF THE REPUBLIC OF KENYA ON COLLAB-
ORATION IN THE FIELD OF ANIMAL HUSBANDRY
AT NAIVASHA, KENYA

The Government of the Kingdom of the Netherlands and the Government of the Republic of Kenya desiring to strengthen the ties of friendship existing between their nations and to promote good relations between their countries in general, recognising the importance of further development in the field of Animal Husbandry in Kenya, have agreed as follows :

Article I

OBJECT OF COLLABORATION

1. The two Governments will collaborate in promoting research work for improving actual practice in Kenyan dairy-farming within the framework of the project, to be known as "The Kenya Dairy Research Project" as defined in the present Agreement.

2. The purpose of the project is to train Kenyan Animal Husbandry experts to become specialised in research work for the benefit of actual practice in dairy-farming and to set up a well equipped and adequately staffed dairy research section of the National Animal Husbandry Research Station at Naivasha-Kenya.

3. This project is to be carried out in Kenya under the responsibility of the Kenyan Ministry of Agriculture.

4. The project is planned to last 4 years, with the understanding, that Parties hereto might agree as to an earlier or later termination of the operations.

Article II

SPECIFICATION OF THE CONTRIBUTION OF EACH GOVERNMENT

1. The Netherlands Government is prepared to make a contribution for the execution of the project, to an amount, limited to \pm Shs 6,000,000/-

¹ Applied provisionally from 23 July 1969, the date of signature, and came into force on 4 August 1970, the date of the exchange of diplomatic notes confirming that it had been approved in accordance with the respective constitutional procedures of each Government, with retroactive effect as from 7 June 1969, in accordance with article IX.

(D.Fls. 3,000,000.— Neth. Guilders : three millions 0/00), which amount shall cover all the expenses to be made for the Netherlands contribution. The contribution of the Netherlands Government will mainly consist of :

- a team of Netherlands experts for service in Kenya,
- individual experts for short visits to the project,
- a number of fellowships for Kenyan trainees,
- certain amount of special work to be done by Netherlands Institutes,
- Netherlands cattle, equipment and vehicles to an amount not exceeding D.Fls. 750,000,—, including all costs to be made in connection with overseas transport thereof to the most suitable port of arrival in Kenya.

2. The Kenya Government shall facilitate the activities of this project and shall contribute to it in particular by making available adequate facilities at the site of the National Animal Husbandry Research Station at Naivasha for the implementation of the project, by supplying Kenyan counterparts to the Netherlands experts, Kenyan labourers and administrative personnel, while it will meet all charges to be made for clearing, transportation, insurance, storage etc. of the cattle, equipment and vehicles, sent by the Netherlands, from the Kenyan port of arrival to Naivasha or to one of the General Investigation Centres in other areas of Kenya.

The Kenya Government will bear the running cost of the Dairy Section of the National Animal Husbandry Research Station, the running cost and the cost of maintenance of the equipment and vehicles of Netherlands origin, the cost of fodder and the daily veterinary care of the cattle.

The Kenya Government will provide rent-free accommodation of suitable standard for the Netherlands experts and their families.

If no Government quarters are available, the Kenya Government will meet the full cost of privately rented accommodation.

For the visiting individual experts, staying in hotels, as well as for the members of the Netherlands team, staying temporarily in hotels prior to their moving into permanent accommodation, the Kenya Government will meet 50% of the total expenses for accommodation and meals.

The Kenya Government will meet the costs of travelling and subsistence-allowances of all official journeys on duty within the territory of Kenya, to be made by the Netherlands experts, in accordance with the regulations applicable to comparable Kenyan Officials.

Article III

KENYAN FACILITIES ON BEHALF OF NETHERLANDS PERSONNEL

1. The Government of Kenya shall :

- exempt each of the Netherlands experts under the terms of this Agreement from the payment of income- and other direct taxes on salaries, allowances and emoluments, received from the Netherlands Government;
- exempt each of the Netherlands experts from paying import- and customs duties on new or used household effects and personal belongings, as well as professional equipment, imported into Kenya within 3 months of his arrival or that of his dependants, provided such goods are re-exported from East Africa at the time of departure or within such period as may be agreed upon by the Government of Kenya;
- make provision for duty-free importation or purchase from bond of ONE motor vehicle by each of the Netherlands experts within three months of first arrival in Kenya, provided that such vehicle, if sold to a person not likewise privileged, shall be subject to payment of an appropriate import-duty based on the estimated value of the vehicle at the time of its being sold;
- make provision for the issue of entry-visas and work-permits, free of charge, to the Netherlands experts, employed or to be employed by the Netherlands Government to serve the project;
- exempt the Netherlands personnel from national service obligations;
- grant the Netherlands personnel as far as their Netherlands salaries, allowances and emoluments are concerned the privileges in respect of exchange facilities under the most favourable conditions, i.e. external accounts;
- offer the Netherlands experts and their families in Kenya repatriation facilities in time of international crises.

2. 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 their duties under this Agreement, except when such claims or liabilities arise from gross negligence or wilful misconduct on the part of such experts, agents or employees;

- be intitled, in the event it undertakes to meet any claim on behalf of a Netherlands expert, agent or employee in accordance with the provisions of this Article, to exercise and enforce the benefit of any right of set-off, counterclaim, indemnity, contributions, guarantees, defence or insurance to which such expert, agent or employee is entitled. The Netherlands Government shall place at the disposal of the Government of Kenya any information or other assistance, required for the handling of any claim, to which the provisions of this paragraph relate and shall make available for all necessary purposes such personnel as may be required, to give evidence in the matter.

Article IV

KENYAN FACILITIES ON BEHALF OF NETHERLANDS CATTLE, EQUIPMENT AND VEHICLES

The Government of Kenya shall exempt from all import- and exportduties and other official charges the funds, cattle, equipment, vehicles and other supplies provided by the Netherlands Government in connection with the implementation of the project.

Article V

STATUS OF THE NETHERLANDS PERSONNEL

1. The Netherlands Government shall appoint a team-leader who shall be responsible to the Netherlands authorities for the Netherlands assistance to be rendered for the project and for reporting thereof to these authorities.

2. The team-leader shall act in close consultation with the Government of Kenya or with the authorities designated by the Government in matters concerning the technical activities of the Netherlands personnel, and shall respect the operational instructions given by that Government or by such authorities as may be pertinent in view of the nature of his duties and of the technical assistance to be given.

3. The Government of Kenya shall not request the Netherlands personnel to take part in any activities other than those described in the present Agreement or in the Schedule of Operations referred to in Article VIII.

4. The Government of Kenya shall provide the Netherlands experts with any information that the latter consider necessary for the efficient execution of operations in the project subject to the security regulations.

5. The Netherlands personnel shall abstain from any political activity in Kenya.

6. The Kenya Government may request the Netherlands Government to recall members of the Netherlands team, if the professional or personal conduct of the person or the persons concerned justifies such a measure. However, the Kenya Government shall not have recourse to such an expedient until it has consulted the Netherlands authorities.

Article VI

STATUS OF NETHERLANDS CATTLE, EQUIPMENT, VEHICLES AND SUPPLIES

All cattle, equipment, vehicles etc. contributed by the Netherlands Government to serve the purpose of the project, shall remain the property of the Netherlands Government for the duration of the project. Shortly before its termination both Governments shall consult each other on the ultimate destination of the cattle and the materials.

Article VII

COMPETENT AUTHORITIES

The responsibility for all activities in connection with the Netherlands contribution to the project will lie with the competent Netherlands Authority, being the Directorate for International Technical Assistance of the Ministry of Foreign Affairs of the Kingdom of the Netherlands. The responsibility for all activities in connection with the Kenyan contribution to the project shall be with the competent Kenyan Authority, being the Ministry of Agriculture of the Republic of Kenya.

Each of the competent Authorities is entitled to delegate certain activities under its responsibility to other authorities or organisations.

In doing so, the competent authorities shall inform each other of such delegations.

Article VIII

SCHEDULE OF OPERATIONS

The competent Authorities of both Governments shall establish in mutual understanding a "Schedule of Operations", giving all details of the implementation of the provisions of the present Agreement mentioned in the Articles I and II, including an organisationchart, a time schedule and a budget.

Article IX

DURATION

This Agreement will enter into force on the day of the exchange of diplomatic Notes confirming that it has been approved in accordance with the respective

constitutional procedures of each Government with retroactive effect as from 7th June, 1969.

It shall remain valid until six months after one of the two Governments shall have notified the other in writing of its intention to terminate the Agreement or until six months after the two Governments have agreed in writing that in accordance with the provisions of Article I, paragraph 4, the operations are terminated, whichever is earlier.

Notwithstanding the contents 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, on 23rd July 1969 in two originals.

For the Kingdom of the Netherlands :

J. C. VAN BEUSEKOM

For the Republic of Kenya :

Bruce McKENZIE