

No. 10752

**NETHERLANDS
and
KENYA**

**Agreement on collaboration in the field of animal husbandry
training. Signed at Nairobi on 8 January 1970**

Authentic text: English.

Registered by the Netherlands on 15 September 1970.

**PAYS-BAS
et
KENYA**

**Accord relatif à un projet de collaboration en matière de
formation zootechnique. Signé à Nairobi le 8 janvier 1970**

Texte authentique: anglais.

Enregistré par les Pays-Bas le 15 septembre 1970.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE KINGDOM OF THE NETHERLANDS AND THE GOVERNMENT OF THE REPUBLIC OF KENYA ON COLLABORATION IN THE FIELD OF ANIMAL HUSBANDRY TRAINING

Article I

OBJECT OF COLLABORATION

1. The two Governments shall collaborate in improving animal husbandry training within the framework of the project, to be known as "The Animal Husbandry Training Project" and defined in the present Agreement.

2. The purpose of the project is to improve the education in animal husbandry at the Farmers Training Centres and at the Institute of Agriculture at Embu.

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

4. The project is planned to last three 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 EITHER GOVERNMENT

1. The Netherlands Government undertakes to contribute to the project to an amount, limited no NF. 1,500,000.— Netherlands Guilders : one and a half million, which amount shall cover all expenses to be made for the Netherlands contribution.

The contribution of the Netherlands Government shall mainly consist of :

- a team of Netherlands experts for service in Kenya,
- a number of fellowships,
- equipment for a number of Farmers Training Centres to an amount not exceeding NF. 150,000.—, which amount includes all costs to be made in connection with overseas transport thereof to the most suitable port of arrival in Kenya.

¹ Applied provisionally from 8 January 1970, 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 either Government, in accordance with article IX (1) and (3).

2. The Government of Kenya undertakes to facilitate the Netherlands activities under this project in general and shall contribute to it :

- by making available adequate facilities at the site of the existing Farmers Training Centres, especially those where Netherlands experts will be stationed, for the implementation of the project;
- by supplying Kenyan counterparts of the Netherlands experts as well as Kenyan labourers and administrative personnel;
- by taking for its account all charges to be made for clearing, transportation, insurance, storage, etc. of the equipment sent by the Netherlands, in connection with its transport from the port of arrival to the respective Farmers Training Centres.

The Kenyan Government shall bear the running cost of the Farmers Training Centres concerned and the running cost and the cost of maintenance of the equipment, including those of the vehicles made available by the Netherlands Government. The Kenyan Government shall provide sufficient cattle for the implementation of the project.

The Kenyan Government shall provide free accommodation of suitable standard for the Netherlands experts and their families.

If no Government quarters are available the Kenyan Government shall 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 Kenyan Government will meet 50% of the total expenses for accommodation and meals.

The Kenyan Government shall meet the costs of travelling and subsistence allowances of all 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 IN BEHALF OF NETHERLANDS PERSONNEL

1. The Government of Kenya shall :

- exempt each of the Netherlands experts under the term 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 three months of his arrival or that of his dependants, provided such goods are re-exported 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 ONE motor vehicle by each of the Netherlands experts within three months from the day 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 working 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.a. 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 operations covered by this Agreement, except when such claims or liabilities arise from gross negligence or willful misconduct on the part of such experts, agents or employees.

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, the Government of Kenya shall be entitled to exercise and enforce the benefit on any right of set-off, counterclaim, indemnity, contributions, guarantees, defense 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 claims, 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 IN BEHALF OF NETHERLANDS EQUIPMENT AND VEHICLES

The Government of Kenya shall exempt from all import- and export duties and other official charges the funds, 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. The team leader shall act in close consultation with the Government of Kenya and/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.

2. 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.

3. 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.

4. The Kenyan 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 Kenyan Government shall not have recourse to such an expedient until it has consulted the Netherlands authorities.

Article VI

STATUS OF NETHERLANDS EQUIPMENT, VEHICLES AND SUPPLIES

All 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 above mentioned materials.

Article VII

COMPETENT AUTHORITIES

1. The responsibility for all activities in connection with the Netherlands contribution to the project will lie with the competent Netherlands authority, which is the Netherlands Minister without Portfolio in charge of Aid to Developing Countries.

The responsibility for all activities in connection with the Kenyan contribution to the project shall be with the competent Kenyan authority, which is the Minister 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.

2. The responsibility for the implementation of the Netherlands contribution is delegated by the Competent Netherlands Authority to the International Technical Assistance Department of the Ministry of Foreign Affairs of the Kingdom of the Netherlands. The responsibility for the implementation of the Kenyan contribution is delegated by the Competent Kenyan Authority to the Department of Animal Husbandry of the Ministry of Agriculture of the Republic of Kenya.

Article VIII

SCHEDULE OF OPERATIONS

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

Article IX

FINAL CLAUSE

1. 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 either Government.

2. 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.

3. Notwithstanding the contents of the first paragraph of the present 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 eighth day of January nineteen hundred and seventy in two originals.

For the Kingdom of the Netherlands :

J. C. VAN BEUSEKOM

Ambassador of the Kingdom of the Netherlands

For the Republic of Kenya :

Bruce MCKENZIE

Minister of Agriculture