

No. 11860

**NETHERLANDS
and
GHANA**

**Agreement concerning the Volta Lake Transport Project. Signed at
Accra on 22 April 1971**

Authentic text : English.

Registered by the Netherlands on 6 July 1972.

**PAYS-BAS
et
GHANA**

**Accord concernant le projet relatif aux transports sur le lac Volta.
Signé à Accra le 22 avril 1971**

Texte authentique : anglais.

Enregistré par les Pays-Bas le 6 juillet 1972.

AGREEMENT¹ BETWEEN THE KINGDOM OF THE NETHERLANDS AND THE REPUBLIC OF GHANA CONCERNING THE VOLTA LAKE TRANSPORT PROJECT

The Government of the Kingdom of the Netherlands and the Government of the Republic of Ghana (hereinafter referred to as the “ Contracting Parties ”) having in mind the friendly relations existing between the two States and their peoples, firmly desiring to intensify those relations, desirous to collaborate in studying the possibility of waterborne passengers transport on the Lake Volta, have agreed as follows :

Article I

1. The Contracting Parties shall collaborate in studying and trying out the possibility of waterborne passengers transportation on the Lake Volta, within the framework of a project, to be known as “ The Volta Lake Transport Project ” (hereinafter to be referred to as “ the Project ”).

2. The Project consists of two sub-projects, to wit :
“ the Demonstration Project ”
“ the Study for establishing a Marine Division Project ”.

3. The objectives of “ the Demonstration Project ” shall be :

- (i) to collect field data on the need of the local population for waterborne passengers services, the paying capacity of the population for these services, the earning capacity of these services and the possibilities of management, financial control and technical back-up services, with due regard being paid to local conditions;
- (ii) to train Ghanaian personnel for the various tasks to be performed in a waterborne passengers service, including :
 - operation of a vessel,
 - maintenance and repair of a vessel,
 - cost calculation and revenue collection,
 - sale promotion,
 - administration;
- (iii) to determine the costs and the benefits of a waterborne passengers service;

¹ Came into force provisionally on 22 April 1971, the date of signature, and definitively on 5 April 1972, the date on which both Parties had informed each other that the required constitutional procedures in their respective countries had been complied with, in accordance with article XI (1).

(iv) to advise on the most appropriate organization of a future waterborne passengers service including managerial, financial and technical aspects.

4. The objectives of “ the Study for establishing a Marine Division Project ” shall be :

- (i) to study the present legislation, local customs and arrangements that may have a bearing on waterborne traffic on the Lake Volta;
- (ii) to propose a code of rules and regulations for waterborne traffic on the Lake Volta, suitable to local conditions and including but not limited to safety regulations and to the terms under which franchises would be offered to possible operators;
- (iii) to define the tasks and geographical area within its jurisdiction of a future Marine Division;
- (iv) to advise on the future position and responsibilities of a Marine Division vis-à-vis the Volta River Authority and other Ghanaian Institutions and Departments and on the amount of co-ordination required between these Agencies;
- (v) to propose a suitable structure of a Marine Division with respect to personnel, equipment and finance.

5. The “ Demonstration Project ” is planned to last 12 months on the understanding that the Contracting Parties may agree to extend its duration for another period not exceeding 12 months; the “ Study for establishing a Marine Division Project ” is planned to last 20 months. The two sub-projects shall be carried out simultaneously.

Article II

SPECIFICATION OF THE CONTRIBUTION OF EITHER GOVERNMENT

1. The Netherlands Government shall contribute to the Project to an amount, limited to NF 1,400,000 (Netherlands Guilders : One million four hundred thousand) which amount shall cover in total all expenses to be made under each of the sub-projects. The contribution of the Netherlands Government shall mainly consist of :

- sending a number of Netherlands experts for service in Ghana;
- a passenger vessel, capable of carrying 50 to 60 passengers at a cruising speed of 12 to 13 knots, to be constructed in the Netherlands and shipped to Ghana (Tema) for its account;
- the insurance of the aforesaid vessel during the construction, the shipment to and off loading at Tema, as well as during the time of its being used on the Demonstration Project;
- two motor vehicles (type Landrover) for serving both sub-projects, including

- insurance cost during shipment to and off loading at Tema and whilst being used for the Project in Ghana;
- spare-parts required for the aforesaid vessel and motor vehicles during the period of the sub-projects;
 - one echo-sounder required for the aforesaid vessel;
 - services to be rendered by a Netherlands organization, as foreseen in Article VII, paragraph 1 of this Agreement, both in the Netherlands and in Ghana;
 - twenty copies of final reports in the English language, covering the Study for establishing a Marine Division.

2. The Government of Ghana shall facilitate the Netherlands activities under the Project in general and shall contribute to it :

- by permitting the perusal of all relevant documents, aerial photographs, charts, maps, reports, technical, economic and statistical information, as far as available;
- by issuing licences, including the licence to operate a passenger service between Akosombo, Abotoase, Kete Krachi and Yeji, and any other town along the Lake Volta as may prove desirable, as well as by issuing other licences of any nature as required for an efficient fulfilment of the duties of the Netherlands personnel;
- by providing suitable office space for the Netherlands personnel at Akosombo;
- by providing office requirements such as furniture, equipment and office supplies, as well as utilities, telephone, postage and telegraph services;
- by making available in Akosombo free of cost to the Netherlands experts two reasonably comfortable, adequately furnished and air-conditioned family houses including appropriate sanitary installation, kitchen outfit, refrigerator;
- by making available from time to time free of charge or risk to the Netherlands personnel such fully equipped launches, pontoons or other vessels as may be required by this personnel for surveying and other work to be done on the lake in connection with the “ Demonstration Project ” or the “ Study for establishing a Marine Division Project ”;
- by making available one clerk, one technical assistant and three labourers throughout the period that the Netherlands personnel is resident in Ghana;
- by providing suitable Ghanaian trainees for selection by the Netherlands experts for the posts of :

- master and crew of the passenger vessel;
other personnel for the passenger service;
- by making arrangements for and bearing the cost of :
receiving the component parts of the Netherlands passenger vessel from the ship at Tema Harbour;
transporting the component parts of the passenger vessel from Tema to Akosombo;
reassembling the passenger vessel at Akosombo assisted by the Netherlands experts;
launching the passenger vessel into the Volta Lake, including insurance-cover from receipt of the component parts of the vessel at Tema until handing over the vessel after launching to the Netherlands personnel;
 - by making arrangements for and bearing the cost of :
operation of the passenger vessel including import duties, if any, and other taxes, fuel, oil, maintenance and repairs but excluding the provision of spare parts and insurance during operation;
- operation of the two Landrovers including import duties, if any, road and other taxes, fuel, oil, maintenance, repairs and drivers, but excluding the provision of spare parts and insurance;
- by arranging for the provision of simple mooring facilities and gangways at places to be called at by the passenger service (e.g. Yeji, Kete Krachi, Abotoase and Akosombo) as well as for the provision of simple facilities to receive passengers and to sell tickets;
 - by providing an initial fund of N¢ 2,000 for the payment of expenses involved in the operation of the passenger service, into which on the other hand shall be paid the revenues from the passenger service, which fund shall be administered by the Netherlands Organization to which the execution of this Agreement will be delegated, as foreseen in Article VII, paragraph 1 of this Agreement. The balance of this fund shall be handed over to the Ghanaian Government at the end of the “ Demonstration Project ”.

Article III

GHANAIAN FACILITIES ON BEHALF OF NETHERLANDS PERSONNEL

1. The Government of Ghana 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 Ghana 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 Ghana;

accord the Netherlands experts employed under the technical assistance project and their families first entry privileges under which the experts may, during the first six months of their first arrival in Ghana import and re-export from Ghana free from all customs duties personal and household effects and one motor vehicle per family provided that such items are declared at the time of their first arrival in Ghana.

The experts may export their cars or, at the time of their transfer or relinquishing their posts in Ghana, shall offer their cars for sale to the Government of Ghana through the Ministry of Foreign Affairs;

make provision for the issue free of charge of entry visas to the Netherlands experts and their families and working permits to the Netherlands experts employed or to be employed by the Netherlands Government or a Netherlands organization 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 Ghana repatriation facilities in time of international crises.

2. (i) The Government of Ghana shall hold harmless the Netherlands Government and their experts, advisers, agents or employees against any civil liability arising from any act or omission on the part of one or more of the individuals mentioned during the operations governed by or undertaken in virtue of this Agreement which has caused the death or physical injury of a third party or damage to the property of a third party and shall abstain, for its part, from making any claim or instituting any action for extracontractual civil liability unless such liability derives from wilful misconduct or from gross negligence on the part of one or more of the individuals mentioned.

(ii) In the event the Government of Ghana undertakes to meet any claim on behalf of the Netherlands Government or one or more of the individuals mentioned in accordance with the provisions in sub-paragraph (i) of this paragraph, the Government of Ghana shall be entitled to exercise and enforce the benefit of any right of set-off, counterclaim, indemnity, contributions, guarantees, defence or insurance to which the Netherlands Government or one or more of the individuals mentioned is entitled.

(iii) Should the Government of Ghana so request, the Netherlands Government shall provide the competent authorities of Ghana with the administrative or judicial assistance needed for a satisfactory settlement of such problems as may arise in connection with the application of sub-paragraphs (i) and (ii) of this paragraph.

Article IV

GHANAIAN FACILITIES ON BEHALF OF THE NETHERLANDS VESSEL, VEHICLES AND OTHER EQUIPMENT

The Government of Ghana shall exempt from all import and export duties and other official charges the vessel, vehicles and other equipment provided by the Netherlands Government in connection with the implementation of the projects.

Article V

STATUS OF THE NETHERLANDS PERSONNEL

1. The Netherlands expert to be appointed as teamleader shall act in close consultation with the Government of Ghana and/or with the authorities designated by that Government in matters concerning the technical activities of the Netherlands personnel. He shall respect the operational instructions given by the Government of Ghana 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 Ghana 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 IX.

3. The Government of Ghana shall provide the Netherlands experts with any information that the latter consider necessary for the efficient execution of operations in the projects.

Article VI

STATUS OF NETHERLANDS VESSEL, VEHICLES AND SUPPLIES

1. The vessel, vehicles, supplies and other equipment contributed by the Netherlands Government to serve the Project shall remain the property of the Netherlands Government for the duration of the Project.

2. The vessel to be made available by the Netherlands Government shall fly the Netherlands flag until such time as it will be transferred in ownership to the Ghanaian Government.

3. The vessel shall be put under the command of one of the Netherlands experts as its master. Persons of Netherlands nationality shall serve as a skeleton

crew; the master shall decide which persons of Ghanaian or other nationality shall be engaged for service in the vessel under the proviso of their proven ability and capacity.

4. Shortly before the termination of the Project both Governments shall consult each other on the transfer of ownership of the vehicles and other materials mentioned hereinabove.

Article VII

COMPETENT AUTHORITIES; DELEGATIONS

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 Ghanaian contribution to the Project shall be with the competent Ghanaian authority, which is the Minister of Finance and Economic Planning of Ghana. Each of the competent authorities is entitled to delegate certain activities under its responsibility to other authorities or organizations with the right of substitution. In doing so, the competent authorities shall inform each other of such delegations and substitutions.

2. The responsibility for the implementation of the Netherlands contribution is delegated by the competent Netherlands authority to the Directorate of International Technical Assistance of the Ministry of Foreign Affairs of the Kingdom of the Netherlands, acting as the Netherlands Executive Authority. The responsibility for the implementation of the Ghanaian contribution is delegated by the competent Ghanaian authority to the Volta River Authority, acting as the Ghanaian Executive Authority.

Article VIII

STATUS OF THE DESIGNATED ORGANIZATIONS

In case the Netherlands Executive Authority has designated by virtue of the powers granted to same in the foregoing Article a Netherlands Organization for the fulfilment of the activities under the Project, that Organization shall not be considered as to have its legal domicile in the Republic of Ghana. It shall be exempted from import duties for goods or equipment to be imported in the framework of the Project as well as from all Ghanaian taxes, normally levied from foreign or domestic organizations, corporations or companies, on any payments, fees, etc. it may receive from the Netherlands Government for the execution of the activities designated to it under the Volta Lake Transport Project. Likewise the indemnification clause as specified in Article III, paragraph 2, shall be applicable with regard to this Organization.

Article IX

SCHEDULES OF OPERATIONS

The Competent Authorities of both Governments shall establish in mutual understanding "Schedules of Operations", giving all details for the implementation of the provisions of the present Agreement mentioned in Article I and Article II, including organization charts, time schedules and budgets.

Article X

DISPUTES

Any dispute, which may arise between the authorities or persons responsible for the execution of the operations under the Project, as to the implementation or the interpretation of the present Agreement or the "Schedules of Operations" shall be submitted for solution in first instance to the Executive Authorities or — as the case may be — to the Competent Authorities mentioned in Article VII of the present Agreement. In case no solution is arrived at, the case shall be referred to the respective Contracting Parties, who shall then in mutual understanding decide as to the ways and means by which the dispute shall be solved.

Article XI

FINAL CLAUSE

1. This Agreement will enter into force on the day on which both Parties have informed each other that the required constitutional procedures in their respective countries have been complied with.

2. The Agreement shall remain valid until six months after one of the Contracting Parties shall have notified the other in writing of its intention to terminate the Agreement or until six months after the Contracting Parties have agreed in writing that in accordance with the provisions of Article I, paragraph 5, 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 Accra, this 22nd day of April nineteen hundred and seventy-one in two originals both in the English language.

For the Kingdom
of the Netherlands :
C. B. ARRIËNS

For the Republic
of Ghana :
J. H. MENSAH