

**No. 12660**

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**NETHERLANDS  
and  
DAHOMY**

**Agreement concerning the employment of Netherlands  
volunteers. Signed at Cotonou on 2 August 1972**

*Authentic text: French.*

*Registered by the Netherlands on 25 July 1973.*

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**PAYS-BAS  
et  
DAHOMY**

**Accord concernant l'emploi de volontaires néerlandais.  
Signé à Cotonou le 2 août 1972**

*Texte authentique: français.*

*Enregistré par les Pays-Bas le 25 juillet 1973.*

[TRANSLATION — TRADUCTION]

AGREEMENT<sup>1</sup> BETWEEN THE KINGDOM OF THE NETHERLANDS AND THE REPUBLIC OF DAHOMEY CONCERNING THE EMPLOYMENT OF NETHERLANDS VOLUNTEERS

The Government of the Kingdom of the Netherlands and  
The Government of the Republic of Dahomey,

Desirous of strengthening the good relations between their peoples through the exchange of professional knowledge and experience,

Have agreed as follows:

*Article 1. (a)* Within the limits imposed by the availability of manpower and financial and material resources, the Netherlands Government shall furnish such Netherlands volunteers as may be requested by the Government of Dahomey for the purpose of working in Dahomey on development projects to be agreed upon by the two Governments.

*(b)* The Netherlands Government shall entrust the implementation of this Agreement to the Association of Netherlands Volunteers (hereinafter referred to as “the Association”).

*(c)* The details of implementation shall in each case be the subject of administrative agreements between the Association and the competent authorities of Dahomey.

*Article 2.* The Netherlands Government shall appoint a team leader who shall accompany the volunteers and may have assistants to help him. He shall be answerable to the competent Netherlands authorities for the execution of development projects and shall report to the aforementioned Netherlands authorities on the execution of the aforementioned projects. The team leader shall act in accord with the Government of Dahomey or with the authorities designated by the latter.

*Article 3. (a)* The Government of Dahomey shall, as far as possible, afford the volunteers all the assistance they may request for the satisfactory performance of their duties.

*(b)* During the period of their stay in Dahomey, the volunteers shall be subject to the laws and regulations in force in that country.

*(c)* Competent representatives of the Netherlands Government or the Association may review the progress of work on the projects to which the volunteers have been assigned, and any other questions relating to that work.

*Article 4. (a)* Notwithstanding the provisions of article 1, paragraph *(a)*, of this Agreement, the Netherlands Government may recall a volunteer after

<sup>1</sup> Applied provisionally as from 2 August 1972, the date of signature, in accordance with article 11 *(c)*, and came into force on 18 May 1973, the date on which the two Governments had notified each other in writing that the constitutional requirements in their respective countries had been satisfied, in accordance with article 11 *(a)*.

consultation with the competent authorities of the Government of Dahomey. Nevertheless, wherever possible, such action should not impair the execution of the project to which the volunteer has been assigned.

(b) The Government of Dahomey may request the Netherlands Government to recall a volunteer if his personal or professional conduct justifies such a measure. It shall not, however, avail itself of this right before having lodged a complaint with the competent representatives of the Netherlands Government in Dahomey.

*Article 5.* The Netherlands Government shall:

- (a) Be responsible for the pre-assignment training of volunteers prior to their arrival in Dahomey;
- (b) Meet the cost of social insurance, salaries, allowances and return travel expenses (Netherlands—duty station in Dahomey) in respect of each volunteer;
- (c) Provide the volunteers with such personal and professional equipment as it deems necessary for each volunteer individually and for the team as a whole for the effective execution of the project to which the volunteers are assigned. The Association and the competent authorities of the Government of Dahomey shall reach agreement beforehand concerning the volume and mode of delivery of such equipment. The said equipment shall remain the property of the Netherlands Government unless ownership is transferred to the Government of Dahomey by mutual agreement.

*Article 6.* The Government of Dahomey shall:

- (a) 1. Exempt the materials and equipment of public or private origin required for the execution of the projects to which the volunteers are assigned from all customs duties, taxes and other import charges, whether such goods are imported directly or through a business establishment;
2. Exempt from all customs duties, taxes and other related charges except those levied for storage, transport and similar services the household goods and personal effects imported by these persons and by members of their families forming part of their household on the occasion of their initial installation in Dahomey or upon their return after a renewal of their contract.

This exemption shall extend for a period of six months from the date of the arrival in Dahomey of the individuals concerned.

- (b) Exempt the volunteers from payment of income tax and any other duties or charges in respect of all sums transferred from the Netherlands as salary or remuneration for services rendered under this Agreement;
- (c) Exempt the volunteers from payment of dues and other charges relating to entry and exit visas and registration.

*Article 7.* The Government of Dahomey shall provide the volunteers with:

- (a) Insofar as it is able, housing or a housing allowance;
- (b) The same medical care as Dahomean Government civil servants;

(c) In the case of travel on official business, transport or payment of an allowance in an amount equivalent to that paid to Dahomean Government civil servants travelling on official business.

*Article 8.* Without prejudice to the provisions of article 9 of this Agreement, all Netherlands volunteers shall be subject, in the exercise of their functions, to the same regulations and protective measures as Dahomean civil servants.

*Article 9. (a)* The Government of Dahomey shall absolve the Netherlands Government, the Association and the volunteers from any civil liability arising from an act or omission performed by a volunteer in the course of operations governed by or carried out under this Agreement and which has resulted in the death of or bodily injury to a third party or damage to the property of a third party and shall, for its part, abstain from any extra-contractual civil liability claim or suit, except where such liability arises from wilful misconduct or gross negligence on the part of the volunteer.

(b) Where the Government of Dahomey absolves the Netherlands Government, the Association and the volunteers from an extra-contractual civil liability claim or suit in accordance with paragraph (a) of this article, the Government of Dahomey shall be empowered to exercise any rights to which the Netherlands Government, the Association and the volunteers may be entitled.

(c) At the request of the Government of Dahomey, the Netherlands Government shall ensure that the competent authorities of Dahomey are given such administrative or judicial assistance as may be necessary for arriving at a satisfactory settlement of any problems arising from the application of paragraphs (a) and (b) of this article.

*Article 10.* Articles 3 (a) and (b), 5 (b) and (c), 6, 7(b) and (c), 8 and 9 shall apply in like manner to the team leader and his assistants referred to in article 2.

*Article 11. (a)* This Agreement shall enter into force on the date on which the Government of the Kingdom of the Netherlands and the Government of Dahomey have notified each other in writing that the constitutional requirements in their respective countries have been satisfied.

(b) This Agreement shall remain in force for a period of three years and shall be renewable by tacit consent from year to year, unless one of the two Governments notifies the other in writing, at least six months before the expiry of the current term, of its intention to terminate it.

(c) Notwithstanding the provisions of paragraph (a) of this article, this Agreement shall be applied provisionally from the date of its signature.

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

DONE at Cotonou, on 2 August 1972, in duplicate in the French language.

For the Government of the  
Kingdom of the Netherlands:

[Signed]  
A. J. M. VAN DER MAADE  
Ambassador

For the Government  
of the Republic of Dahomey:

[Signed]  
T. ADJIBADE  
Secretary General of the Ministry  
of Foreign Affairs