

No. 13133

NETHERLANDS
and
KENYA

Agreement on collaboration in establishing a grass breeding programme. Signed at Nairobi on 20 March 1973

Authentic text: English.

Registered by the Netherlands on 28 February 1974.

PAYS-BAS
et
KENYA

Accord de coopération en vue d'un programme d'herbiculture. Signé à Nairobi le 20 mars 1973

Texte authentique : anglais.

Enregistré par les Pays-Bas le 28 février 1974.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE KINGDOM OF THE NETHERLANDS AND THE GOVERNMENT OF THE REPUBLIC OF KENYA ON COLLABORATION IN ESTABLISHING A GRASS BREEDING PROGRAMME

The Government of the Kingdom of the Netherlands and the Government of the Republic of Kenya desiring to strengthen the ties of friendship between their two nations and to promote good relations between their countries in general,

Recognizing the importance of grassland of the highest productivity in the territory of Kenya,

Have agreed as follows:

Article I. THE PROJECT

1. The two Governments shall jointly establish and operate in Kenya a Grass Breeding programme hereafter to be called "the Project".

2. The purpose of the Project is to contribute to the agricultural production of Kenya by the breeding and selection of highly productive grass varieties with good seed yielding potential.

3. The Project will be carried out under the responsibility of the Kenya Ministry of Agriculture.

Article II. SPECIFICATION OF THE CONTRIBUTION OF EITHER GOVERNMENT

1. The Government of the Netherlands undertakes to contribute to an amount limited to Dutch guilders (D.fl.) 1,150,000.— which amount shall cover all the expenses to be made for the Netherlands contribution. The Netherlands contribution shall mainly consist of:

- services rendered by a number of Netherlands experts as specified in the Schedule of Operations;
- a building for the installation of seed cleaning equipment;
- fellowships to be made available to Kenya citizens for study in the Netherlands;
- equipment, including all costs to be made in connection with transport thereof to the most suitable port of arrival in Kenya;
- vehicles as specified in the Schedule of Operations.

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

- by making available adequate facilities at the sites of the Project such as land (experimental gardens), buildings and offices 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 and the vehicles sent by the Netherlands in connection with the Project;

¹ Came into force on 5 September 1973, the date on which both Governments informed each other in writing that the procedures constitutionally required in their respective countries had been complied with, with retroactive effect from 1 June 1971, in accordance with article IX (1).

- by bearing the recurrent costs of the Project in general, in particular:
- (a) the costs for running and maintenance of the Netherlands vehicles, including petrol, oil, tyres and repairs and of other equipment;
 - (b) the housing allowances in order to secure free accommodation of suitable standard for the Netherlands experts and their families, if any;
 - (c) 50% of the total expenses for board and lodging in hotels for members of the Netherlands team prior to their moving into permanent accommodation as well as on behalf of the individual visiting experts;
 - (d) the cost of travelling and subsistence allowances for all experts within the territory of Kenya.

Article III. KENYAN FACILITIES ON BEHALF OF THE NETHERLANDS PERSONNEL

1. The Government of Kenya shall:

- a. exempt the Netherlands personnel 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;
- b. exempt the Netherlands personnel 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 their arrival or that of their dependants, provided such goods are re-exported from Kenya at the time of departure or within such period as may be agreed upon by the Government of Kenya;
- c. make provisions for duty-free importation or purchase from bond of one motor-vehicle by the Netherlands personnel within three months of first arrival in Kenya provided that such a 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;
- d. make provision for the issue of entry-visas and work permits, free of charge, to the Netherlands personnel, employed or to be employed by the Netherlands Government to serve the Project;
- e. exempt the Netherlands personnel or their dependants from national service obligations;
- f. 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;
- g. offer the Netherlands personnel and their families in Kenya repatriation facilities in time of international crises.

2. a. The Government of the Republic of Kenya shall indemnify and hold harmless the Government of the Kingdom of the Netherlands and the Netherlands experts, advisers, agents or employees against any extra-contractual 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.

b. In the event the Government of Kenya hold harmless the Government of the Kingdom of the Netherlands or one or more of the individuals mentioned against any claim or action for extracontractual civil liability in accordance with

paragraph 2a of this article, the Government of the Republic of Kenya shall be entitled to exercise all rights to which the Netherlands Government or such individuals are entitled.

c. Should the Government of the Republic of Kenya so request, the Government of the Kingdom of the Netherlands shall provide the competent authorities of the Republic of Kenya with the administrative or judicial assistance needed for a satisfactory settlement of such problems as may arise in connection with the application of paragraphs 2 a and 2 b of this article.

Article IV. KENYAN FACILITIES ON BEHALF OF THE NETHERLANDS EQUIPMENT

The Government of Kenya shall exempt from all import- and export duties and other official charges the equipment (inclusive motor-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 Authorities 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 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 personnel with any information that the latter consider necessary for the efficient execution of operations in the Project subject to the security regulations.

5. The Government of Kenya may request the Netherlands Government to recall one or more of the Netherlands personnel if the professional or personal conduct of the person or the persons concerned justifies such a measure. However, the Government of Kenya shall not have recourse to such an expedient until it has consulted the Netherlands Authorities.

Article VI. STATUS OF THE NETHERLANDS EQUIPMENT AND SUPPLIES

All equipment and supplies 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 Netherlands assistance to the Project. Upon the termination of the Netherlands assistance to the Project, the equipment and supplies contributed by the Netherlands Government will become property of the Kenya Government to serve the purpose of the Project or any other purpose agreed upon by the two Governments.

Article VII. THE COMPETENT AND EXECUTIVE AUTHORITIES

1. The responsibility for all activities in connection with the Netherlands contribution to the Project shall lie with the competent Netherlands Authority, which is the Netherlands Minister without Portfolio, in charge of Development Co-operation.

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 for Agriculture of the Republic of Kenya.

2. Each of the Competent Authorities is entitled to delegate under its own responsibility, partly or entirely, its duties in connection with the Project to other authorities or organizations.

In doing so the Competent Authorities shall inform each other of such delegations and to what extent delegations are made.

3. 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, acting as the Netherlands Executive Authority. The responsibility for the implementation of the Kenyan contribution is delegated by the Competent Kenyan Authority to the Chief Research Officer of the Ministry of Agriculture acting as the Kenya Executive Authority.

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 article I and article II, including an organization-chart, a time schedule and a budget.

Article IX. DURATION

1. This Agreement shall enter into force, with retroactive effect as from 1st. of June 1971, on the date on which both Governments have informed each other in writing that the procedures constitutionally required therefor in their respective countries have been complied with and shall be effective for an initial period of four years.

This Agreement shall be considered to be extended tacitly by further periods of one year subsequently, unless either of the Governments has notified the other one, at least six months before the expiry of the current period, of its intention to terminate the Agreement.

2. Notwithstanding the provisions of the foregoing paragraph this Agreement may at any time be terminated by mutual agreement between the Governments.

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

DONE at Nairobi, on 20th day of March 1973 in two originals.

For the Government
of the Kingdom of the Netherlands:
J. POLDERMAN

For the Government
of the Republic of Kenya:
J. G. KIBE