

No. 17183

**NETHERLANDS
and
LIBERIA**

**Agreement on co-operation on a village rural health project.
Signed at Monrovia on 1 June 1977**

Authentic text: English.

Registered by the Netherlands on 15 November 1978.

**PAYS-BAS
et
LIBÉRIA**

**Accord de coopération relatif à un projet d'amélioration de
la santé rurale dans les villages. Signé à Monrovia le
1^{er} juin 1977**

Texte authentique : anglais.

Enregistré par les Pays-Bas le 15 novembre 1978.

AGREEMENT¹ ON COOPERATION BETWEEN THE KINGDOM OF THE NETHERLANDS AND THE REPUBLIC OF LIBERIA ON A VILLAGE RURAL HEALTH PROJECT

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

Desirous to strengthen the friendly relations existing between their countries and peoples and to promote good relations between them in general,

Recognizing the importance of cooperation on a project, aiming at an improvement of the health situation in rural areas in Liberia,

Have, therefore, agreed as follows:

Article I. OBJECT OF COOPERATION

1. The two Governments shall jointly carry out a project to be known as "Village Rural Health Project", hereinafter referred to as "the Project".

2. The purpose of the Project is to obtain better health conditions in rural areas in Liberia.

3. This purpose shall be pursued in a way, to be indicated in the schedule of operations, referred to in article VIII.

Article II. CONTRIBUTION OF BOTH GOVERNMENTS

1. As its contribution to the project the Netherlands Government undertakes:

- To make available a team of Netherlands advisers for an assignment in Liberia;
- To make available a number of advisers for short visits to Liberia;
- To provide technical backstopping for these advisers;
- To supply equipment (including a number of vehicles) and materials, to be indicated in the schedule of operations and to be used for the purpose of the Project, to take for its account the costs of its transportation and insurance to the (air) port of destination in Liberia as well as the running and maintenance costs thereof;
- To arrange for and bear the cost of clearance, storage and inland transportation;
- To take for its account all the initial costs of training, equipping and (administrative) supporting, to be indicated in the schedule of operations;
- To bear the costs of housing for the Netherlands personnel.

The value of the Netherlands contribution to this project will not exceed the amount of Dfl. 2,000,000.

¹ Came into force on 2 June 1978, the date on which both Governments informed each other in writing of the completion of the required constitutional procedures, with retroactive effect from 1 January 1977, in accordance with article XI (1).

2. As its contribution to the Project the Liberian Government undertakes:
- To make available sufficient and qualified counterpart personnel to the Netherlands advisers, to be itemized in the schedule of operations;
 - To provide all available and necessary documents, data and maps, to be used for the purpose of the Project;
 - To take for its account the costs as indicated in the schedule of operations for running the village health workers system, to be established for the purpose of the Project;
 - In general, to make all provisions (including budgetary) for the implementation of the Project, other than those set out in paragraph 1 of this article.

Article III. LIBERIAN FACILITIES ON BEHALF OF THE NETHERLANDS PERSONNEL

1. The Government of Liberia shall:

- a. Exempt the Netherlands personnel under the terms of this Agreement from all taxes and other fiscal charges in respect of all remunerations paid to them by the Netherlands Government;
- b. Exempt the Netherlands personnel from import and customs duties on new or used household effects, personal belongings and professional equipment belonging to them or to members of their families forming part of their household and imported into Liberia for their personal use or for the personal use of the said members of their families within six months of their or their dependants' arrival, provided such goods are re-exported from Liberia at the time of departure or within such period as may be agreed upon by the Government of Liberia;
- c. Enable each of the Netherlands personnel to import duty-free and tax-free one motor vehicle provided that, if the motor vehicle is subsequently sold to a person not likewise privileged, the member of the Netherlands personnel disposing of such motor vehicle shall be liable for the payment of the appropriate amount of duty and tax according to the applicable laws and regulations in Liberia;
- d. Arrange 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 on the Project;
- e. Exempt the Netherlands personnel or their dependants from national service obligations;
- f. Grant the Netherlands personnel the most favourable exchange facilities for all their Netherlands remunerations, i.e., external accounts;
- g. Offer the Netherlands personnel and their families in Liberia repatriation facilities in time of national or international crises;
- h. Grant the Netherlands personnel immunity from legal action in respect of any words spoken or written in their official capacity and in respect of any acts performed by the Netherlands personnel in their official capacity.

2. a. The Government of Liberia shall indemnify and hold harmless the Government of the Kingdom of the Netherlands and the Netherlands experts, advisers, agents or employees against any extracontractual civil liability arising

from any act or omission on the part of one or more of the said individuals in the exercise of their official duties undertaken in virtue of this Agreement which causes the death or physical injury of a third party or damage to the property of a third party — in so far as not covered by insurance — and shall abstain from making any claim or instituting any action for any such extra-contractual civil liability unless such liability derives from wilful misconduct or from gross negligence on the part of one or more of the said individuals.

b. The Government of Liberia shall be entitled to exercise all rights to which the Netherlands Government is, or the individuals are, entitled in the event the Government of Liberia has to hold harmless the Government of the Kingdom of the Netherlands or one or more of the said individuals against any claim or action for extra-contractual civil liability in accordance with paragraph 2 *a* of this article.

c. If the Government of Liberia so requests, the Government of the Kingdom of the Netherlands shall provide the competent authorities of Liberia with the administrative or juridical assistance required for a satisfactory solution of any problems that may arise in connection with the application of paragraphs 2 *a* and 2 *b* of this article.

Article IV. LIBERIAN FACILITIES ON BEHALF OF THE NETHERLANDS EQUIPMENT

The Government of Liberia shall exempt the equipment (including motor vehicles) and all other supplies provided by the Netherlands Government for the Project from all import and export duties.

The articles imported under this exemption shall not be sold in Liberia except under conditions determined by the Government of Liberia.

Article V. STATUS OF THE NETHERLANDS PERSONNEL

1. The Netherlands authorities shall appoint a teamleader who shall be responsible to the Netherlands authorities for the Netherlands assistance given for the Project and for reporting thereon to the said Netherlands authorities.

2. The teamleader shall act in close consultation with the Government of Liberia 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 the light of his duties and of the technical assistance to be given.

3. The Government of Liberia 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 Liberia 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. The Government of Liberia shall not have recourse to such an expedient, however, until it has consulted the Netherlands authorities on the matter.

Article VI. STATUS OF THE NETHERLANDS EQUIPMENT AND SUPPLIES

All equipment and supplies provided by the Netherlands Government for 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 provided by the Netherlands Government shall become the property of the Liberian Government to serve the Project or any other purpose to be agreed upon by the two Governments.

Article VII. THE COMPETENT AND EXECUTIVE AUTHORITIES

1. Responsibility for all activities in connection with the Netherlands contribution to the Project shall rest with the competent Netherlands authority, which is the Netherlands Minister for Development Cooperation. Responsibility for all activities in connection with the Liberian contribution to the Project shall rest with the competent Liberian authority, which is the Liberian Minister of Health and Social Welfare.

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

The competent authorities shall inform each other of any such delegation and of the extent of the delegations.

3. Responsibility for the implementation of the Netherlands contribution shall be delegated by the competent Netherlands authority to the International Technical Assistance Department of the Ministry of Foreign Affairs of the Kingdom of the Netherlands, which shall act as the Netherlands executive authority.

Responsibility for the implementation of the Liberian contribution is delegated by the competent Liberian authority to the Ministry of Health and Social Welfare which shall act as the Liberian executive authority.

Article VIII. SCHEDULE OF OPERATIONS

The competent authorities of both Governments shall establish by common consent a "schedule of operations", giving all details of the implementation of the provisions of the present Agreement mentioned in article I and article II, together with an organization-chart, a time schedule and a budget.

Article IX. REPORTING

The Netherlands teamleader, jointly with the Liberian project-manager shall submit to both executive authorities quarterly reports in the English language on the progress made in the execution of the Project.

On the termination of the Project they shall submit to all the parties involved a final report in the English language on all the aspects of the work done in connection with the Project.

Article X. REVIEW

Both executive authorities shall jointly undertake reviews of the Project activities, in a way to be indicated in the schedule of operations.

Article XI. DURATION

1. This Agreement shall enter into force, with retroactive effect as from the first day of January 1977, on the date on which both Governments have informed each other in writing that the procedures constitutionally required in

their respective countries have been complied with and shall be effective for a period of thirty-six months.

2. With respect to the Kingdom of the Netherlands this Agreement shall apply to the Kingdom in Europe only.

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

DONE at Monrovia on the 1st of June 1977, in two originals in the English language.

For the Government
of the Kingdom of the Netherlands:
Q. P. A. DE MAREES VAN SWINDEREN

For the Government
of the Republic of Liberia:
SYLVESTER JARRETT