

No. 17966

**NETHERLANDS
and
BOTSWANA**

**Memorandum of Agreement concerning the employment of
Netherlands volunteers. Signed at Gaborone on 26 Jan-
uary 1978**

Authentic text: English.

Registered by the Netherlands on 17 September 1979.

**PAYS-BAS
et
BOTSWANA**

**Mémorandum d'accord relatif à l'emploi de volontaires
néerlandais. Signé à Gaborone le 26 janvier 1978**

Texte authentique : anglais.

Enregistré par les Pays-Bas le 17 septembre 1979.

MEMORANDUM OF AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE KINGDOM OF THE NETHERLANDS (hereinafter referred to as "The Netherlands") AND THE GOVERNMENT OF THE REPUBLIC OF BOTSWANA (hereinafter referred to as "Botswana")

PREAMBLE

The Netherlands and Botswana, desirous of promoting understanding and friendly relations between the peoples of the two countries by the exchange of knowledge and professional skills, have agreed as follows:

Article 1. (1) If so agreed between the Botswana Government and the Netherlands Government, the latter shall within the limits imposed by the availability of manpower, financial and material resources, dispatch volunteers to serve on specific development projects in Botswana selected for support.

(2) The Netherlands Government shall entrust the implementation of this Agreement to the Organisation of Netherlands Volunteers (hereinafter called: the Organisation).

(3) The details of implementation and administration of this Agreement shall be arranged between the Organisation and the competent Botswana authorities.

Article 2. (1) The Botswana Government shall afford the volunteers all the assistance they may reasonably require for the satisfactory performance of their duties.

(2) During the period of their stay in Botswana the volunteers shall be subject to the laws and regulations in force in Botswana.

(3) Subject to prior consultation with and agreement of the Botswana Government, representatives of the Netherlands Government or of the Organisation may observe how work is progressing in connection with the project to which the volunteers have been assigned.

Article 3. (1) Notwithstanding the provisions of article 1, paragraph 2, of this Agreement, the Netherlands Government shall have the right to recall a volunteer after consultation with the appropriate authorities of the Botswana Government. If possible, however, such action should not impair the execution of the project or programme to which the volunteer has been assigned.

(2) The Botswana Government shall have the right to request the Netherlands Government to recall a volunteer if his personal or professional conduct justifies such a measure. The Botswana Government shall not, however, avail itself of this right before having lodged a complaint with the authorised representative of the Netherlands Government in Botswana, and having discussed measures by which the volunteer might be placed in an alternative appointment.

Article 4. The Netherlands Government shall:

- (a) Be responsible for the pre-assignment training of volunteers prior to their arrival in Botswana;

¹ Came into force on 22 December 1978, i.e., the date of receipt of the last of the notifications by which the Parties informed each other of the completion of the required constitutional requirements, in accordance with article 10 (1).

- (b) Meet the cost of social insurance, salaries, and passages from and to the Netherlands for all volunteers;
- (c) Furnish the volunteers with such personal and professional equipment, inclusive of motor vehicles, for each individual or for the team as a whole, if need be, as is deemed necessary for the effective execution of the volunteers' duties.

The equipment in question shall remain the property of the Netherlands Government unless, by mutual agreement, the ownership thereof has been vested in the Botswana Government.

Article 5. The Botswana Government shall make provisions for the clearance and temporary storage at the place of arrival in Botswana of the equipment mentioned in article 4.

Article 6. The Botswana Government shall:

- (a) Exempt the volunteers from import and custom duties on new or used household effects and personal belongings as well as professional equipment, imported into Botswana within six months of their arrival or that of their dependants, provided such goods are reexported from Botswana at the time of departure or within such period as may be agreed upon by the Botswana Government;
- (b) Exempt from all import and export duties and other official charges the equipment (including motor-vehicles) and other supplies provided by the Netherlands Government or the Organisation destined for the implementation of agreed projects;
- (c) Exempt from all taxes and other fiscal charges all emoluments received by the volunteers from Netherlands sources or to be remitted from overseas as payment for their services;
- (d) Make provisions for duty-free importation or purchase from bond of one motor-vehicle, by the volunteer within six months of first arrival in Botswana, 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;
- (e) Grant the volunteers, as far as all their Netherlands remunerations are concerned, the most favourable exchange facilities applicable to non-residents;
- (f) Provide the volunteers with the working and residence permits free of charge as and whenever required, and with identity documents to assure them of full assistance from the appropriate authorities of Botswana in the performance of their duties;
- (g) Provide the volunteers with permission to enter or leave the country at any time subject only to the applicable immigration laws of Botswana and offer the volunteers and their families in Botswana repatriation facilities in time of national or international crises as may be reasonable under the circumstances;
- (h) Exempt the volunteers from the payment of fees and any other charges relating to visa, immigration, and personal registration matters;
- (i) Exempt the volunteers or their dependants from national service obligations;
- (j) Grant the volunteers immunity from legal action in respect of any acts done and words spoken or written in their official capacity.

Article 7. The Botswana Government shall provide the volunteers with:

- (a) Free housing at places where they are to perform their duties;

- (b) Medical and dental facilities to the same standard as provided to civil servants of the Botswana Government of comparable rank.

Article 8. (1) The Government of the Republic of Botswana shall indemnify and hold harmless the Government of the Kingdom of the Netherlands, the Organisation and the volunteers against any extra-contractual civil liabilities arising from any act or omission on the part of one or more of the said individuals, in the course of the performance of their duties under 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 extra-contractual liability unless such liability derives from wilful misconduct or gross negligence.

(2) In the event that the Botswana Government holds harmless the Netherlands Government, the Organisation and the volunteers, against a claim of action for extra-contractual civil liability in accordance with paragraph 1 of this article, the Botswana Government shall be entitled to exercise all rights to which the Netherlands Government, the Organisation and the volunteers would have been entitled.

Article 9. The provisions as contained in article 6, in paragraph *b* of article 7 and in article 8 of the present Agreement shall equally apply to the Resident Representative of the Organisation in Botswana and to his staff (non-volunteers).

Article 10. (1) The present Agreement shall enter into force on the date on which the Netherlands Government and the Botswana Government have informed each other in writing that the constitutional requirements in their respective countries have been complied with.

(2) The present Agreement shall be valid for a term of three years and shall be renewable by tacit consent for similar periods afterwards, unless one of the Governments notifies the other at least six months before expiry of the current period of its intention to terminate it.

(3) As regards the Kingdom of the Netherlands, this Agreement shall apply to the Kingdom in Europe only.

THUS DONE at Gaborone on the 26th day of January 1978.

For Botswana:

Q. K. J. MASIRE

For the Netherlands:

G. VAN VLOTEN
