

No. 18827

**NETHERLANDS
and
PHILIPPINES**

Agreement concerning co-operation on a regional training programme on food and nutrition planning. Signed at Manila on 1 March 1979

Authentic text: English.

Registered by the Netherlands on 23 May 1980.

**PAYS-BAS
et
PHILIPPINES**

Accord de coopération en vue d'un programme régional de formation sur la planification dans les domaines de l'alimentation et de la nutrition. Signé à Manille le 1^{er} mars 1979

Texte authentique : anglais.

Enregistré par les Pays-Bas le 23 mai 1980.

AGREEMENT¹ BETWEEN THE KINGDOM OF THE NETHERLANDS AND THE REPUBLIC OF THE PHILIPPINES CONCERNING COOPERATION ON A REGIONAL TRAINING PROGRAMME ON FOOD AND NUTRITION PLANNING

The Government of the Kingdom of the Netherlands and the Government of the Republic of the Philippines (hereinafter referred to as "the Contracting Parties"),

Reaffirming the friendly relations existing between the two States and their peoples;

Firmly desiring to intensify those relations;

Recognizing the importance of training in nutrition work in the agricultural and economic sectors;

Have agreed as follows:

Article I. AIM AND DURATION OF COOPERATION

1. The Contracting Parties shall cooperate within the framework of a project to be known as "Regional Training Programme on Food and Nutrition Planning Los Baños" (hereinafter referred to as "the Project").

2. The aim of the Project is to establish a regional training course on food and nutrition planning.

3. The aim of the Project will be achieved by the following activities:

—To develop and implement a training programme;

—To provide the necessary training of Philippine staff.

4. Cooperation between the Contracting Parties on the Project is planned to last four and a half years.

Article II. CONTRIBUTION BY THE GOVERNMENTS OF THE NETHERLANDS AND THE PHILIPPINES

1. The Government of the Netherlands undertakes:

—To supply qualified advisers for an assignment in the Philippines and to bear all expenses incurred by the advisers and their families;

—To provide equipment and bear the cost of its transportation (including insurance) to the most suitable port or airport in the Philippines;

—To provide a number of fellowships for trainees from the Philippines as well as from other East Asian countries;

—To bear the cost of backstopping from the Netherlands.

The value of the contribution by the Government of the Netherlands shall not exceed 3.264.100,— guilders.

¹ Came into force on 17 October 1979, after both Parties had given each other written notification that all required formalities had been complied with, with retroactive effect from 1 January 1978, in accordance with article XI (1).

2. The Government of the Philippines undertakes:

- To provide the advisers with adequate qualified counterpart staff, skilled and unskilled labour;
- To provide fully equipped office accommodation and bear the cost of running and maintaining the same together with the equipment supplied by the Netherlands, for the duration of the Project;
- To provide adequate accommodation for the advisers, their families, and the trainees;
- To arrange and bear the cost of transport of the advisers and the trainees within the Philippines;
- In general to take all measures which will facilitate cooperation between the Parties.

3. The Government of the Philippines shall be responsible for continuing the courses and maintaining their regional character after the expiration of the collaboration on the Project.

Article III. FACILITIES TO BE PROVIDED BY THE PHILIPPINES FOR THE PERSONNEL SUPPLIED BY THE GOVERNMENT OF THE NETHERLANDS

1. The Government of the Philippines shall:

- a. Exempt the advisers supplied by the Government of the Netherlands under the terms of this Agreement from all taxes and other fiscal charges in respect of all remunerations paid to them by the Government of the Netherlands;
- b. Exempt the advisers from paying import and customs duties on new or used household effects, personal belongings and professional equipment imported into the Philippines within six months of their arrival or that of their dependants, provided such goods are re-exported from the Philippines at the time of departure or within such period as may be agreed upon by the Government of the Philippines;
- c. Make provisions for duty-free importation or purchase from bond of one motor-vehicle by each of the advisers within six months of first arrival in the Philippines 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 sale;
- d. Exempt the advisers or their dependants from national service obligations;
- e. Grant the advisers immunity from legal action in respect of any words spoken or written and in respect of any acts performed by the advisers in their official capacity;
- f. Arrange for the issue of entry-visas and work permits, free of charge, to the advisers employed or to be employed on the Project by the Government of the Netherlands;
- g. Provide the advisers with identity documents to assure them of the full assistance of the appropriate Philippine authorities in the performance of their duties;
- h. Grant the advisers the customary exchange facilities for all remunerations received from the Government of the Netherlands, i.e., external accounts;

i. Offer the advisers and their families in the Philippines repatriation facilities in times of national or international crises.

2. *a.* The Government of the Philippines shall hold harmless the Government of the Netherlands and the Netherlands advisers against any civil liability arising from any act or omission on their part in connection with the execution of tasks assigned to them by virtue of the Project which has caused injury or damage to another or to the property of another unless such injury or damage is due to fault or negligence on the part of one or more of the advisers.

b. In the event that the Government of the Philippines holds harmless the Government of the Netherlands or one or more of the Netherlands advisers against any civil liability as mentioned in the preceding paragraph, the Government of the Philippines shall be entitled to exercise all rights accruing to the Government of the Netherlands or one or more of the advisers.

c. Should the Government of the Philippines so request, the Government of the Netherlands shall provide the authorities of the former with the administrative or juridical assistance necessary for a satisfactory settlement of such problems as may arise in connection with the foregoing.

Article IV. FACILITIES TO BE PROVIDED BY THE GOVERNMENT OF THE PHILIPPINES FOR EQUIPMENT SUPPLIED BY THE GOVERNMENT OF THE NETHERLANDS

The Government of the Philippines shall exempt from all import and export duties and other fiscal charges the equipment (including motor-vehicles) and other supplies provided by the Government of the Netherlands in connection with the Project.

Article V. OWNERSHIP OF THE EQUIPMENT AND SUPPLIES PROVIDED BY THE GOVERNMENT OF THE NETHERLANDS

Ownership of all equipment and supplies provided by the Government of the Netherlands for the Project shall be transferred to the Government of the Philippines upon termination of the Project.

Article VI. THE COMPETENT AND EXECUTIVE AUTHORITIES

1. The competent Dutch authority is the Minister for Development Co-operation of the Netherlands.

The competent Philippine authority is the National Economic Development Authority.

2. Each of the competent authorities shall be entitled to delegate the duties in connection with the Project under its responsibility partly or entirely to other authorities or organisations.

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

3. The competent Dutch authority shall designate the International Technical Assistance Department of the Ministry of Foreign Affairs of the Netherlands as its executive authority.

The competent Philippine authority shall designate the Graduate School of the University of the Philippines at Los Baños as its executive authority.

Article VII. SCHEDULE OF OPERATIONS

1. The competent authorities shall establish a Schedule of Operations giving all details for the implementation of the provisions of the present Agreement mentioned in article I and article II, together with an organisation chart, a timetable and a budget.

2. On the basis of periodic reviews of project activities the competent authorities shall, whenever appropriate, consult each other to determine whether any modification to the Schedule of Operations is required.

All agreed modifications shall be reflected in additions or amendments to the Schedule of Operations.

Article VIII. REPORTING

The Dutch team-leader together with the Philippine counterpart shall submit to both Executive Authorities a quarterly report in English on the progress made in the execution of the Project.

On the termination of the Project a final report in English will be submitted to all the parties involved on all aspects of the work done in connection with the Project.

Article IX. REVIEW

The Philippine executive authority shall appoint an Evaluation Committee who shall cooperate with EXTRACO/FAO. Reports of this Committee shall be made available periodically during and after completion of each course.

Article X. DISPUTES

Any difference or dispute arising out of this Agreement shall be settled by the Contracting Parties through diplomatic channels.

Article XI. FINAL PROVISIONS

1. This Agreement shall enter into force, with retroactive effect as of January 1st, 1978, on the date on which the Contracting Parties have given each other written notification that all required formalities have been complied with and it shall remain in force for a period of four and a half years.

2. Notwithstanding the provisions of the foregoing paragraph, either Government may terminate this Agreement at any time subject to three months' notice.

3. As regards the Kingdom of the Netherlands, this Agreement shall apply to the European Part of the Kingdom only.

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

DONE at Manila on the first of March 1979 in two originals.

For the Government
of the Kingdom of the Netherlands:

F. VON OVEN

For the Government
of the Republic of the Philippines:

C. P. ROMULO