

No. 22799

**NETHERLANDS
and
MALI**

**Agreement concerning the employment of Netherlands
volunteers. Signed at Dakar on 11 April 1979**

Authentic text: French.

Registered by the Netherlands on 28 March 1984.

**PAYS-BAS
et
MALI**

**Accord concernant l'emploi de volontaires néerlandais.
Signé à Dakar le 11 avril 1979**

Texte authentique : français.

Enregistré par les Pays-Bas le 28 mars 1984.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE KINGDOM OF THE NETHERLANDS AND THE REPUBLIC OF MALI CONCERNING THE EMPLOYMENT OF NETHERLANDS VOLUNTEERS

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

Desirous of promoting understanding and friendly relations between the peoples of the two countries through the exchange of knowledge and skills,

Have agreed to organize, under the conditions set forth below, the participation of Netherlands volunteers in development activities undertaken in the Republic of Mali.

Article I. 1. Within the limits imposed by the availability of manpower and financial and material resources, the Government of the Netherlands shall dispatch Netherlands volunteers to Mali for the purpose of working there on specific development projects selected for that purpose.

2. The Government of the Netherlands shall entrust the implementation of this Agreement to the Foundation of Netherlands Volunteers (hereinafter referred to as the "Foundation").

3. The details of the implementation and administration of this Agreement shall be arranged between the Foundation and the Government of Mali (hereinafter referred to as "the competent Malian authorities").

Article II. The Government of the Netherlands shall:

- (a) Be responsible for the pre-assignment training of volunteers prior to their arrival in Mali;
- (b) Meet the cost of social insurance, housing, salaries, round-trip travel between the Netherlands and Mali, and medical and dental care for all volunteers;
- (c) Provide the volunteers with such personal and professional equipment, including motor vehicles, as it deems necessary for each volunteer individually or for the team as a whole, for the effective execution of the project to which the volunteers are assigned. The said equipment shall remain the property of the Government of the Netherlands unless, by mutual agreement, ownership of said equipment is transferred to the Government of Mali;
- (d) Make arrangements for the delivery of equipment to the project site, the Government of Mali to accord all the necessary administrative assistance;
- (e) Make all necessary arrangements with a view to covering any civil liabilities which might result from the activities of its agents in Mali. Said agents shall in particular be covered against risks to third parties arising from the performance of the agents' activities.

Article III. 1. During the period of their stay in Mali, the volunteers shall be subject to the laws and regulations in force in that country.

¹ Came into force on 11 May 1981, the date on which the Government of the Netherlands notified the Government of Mali of the completion of the constitutional formalities required in the Netherlands, in accordance with article VIII (1).

2. The Government of Mali shall afford the volunteers all the assistance they may reasonably require for the satisfactory performance of their duties and grant them assistance and protection for their actions and their written words unless it is decided by the law courts that the injuries, losses or damages to a third party are intentional or derive from gross or criminal negligence or fraud.

Article IV. The Government of Mali shall:

1. Grant the volunteers, as far as all their Netherlands remunerations are concerned, exchange facilities as provided for under current Malian regulations;
2. Give the volunteers permission to enter or leave the country at any time, subject only to the provisions of the immigration laws in force in Mali, and shall offer the volunteers and their families in Mali repatriation facilities in time of national or international crises as may be reasonable under the circumstances;
3. Exempt the volunteers or members of their families from national service obligations.

Article V. 1. Notwithstanding the provisions of article III of this Agreement, the Government of the Netherlands shall have the right to recall a volunteer after consultation with the competent authorities of the Government of Mali.

Nevertheless such action should in no case impair the execution of the project to which the volunteer has been assigned.

2. The Government of Mali shall have the right to request the Government of the Netherlands to recall a volunteer if his personal or professional conduct justifies such a measure.

Article VI. The Government of Mali shall:

- (a) Exempt the Netherlands volunteers from import and customs duties on new or used household effects and personal belongings as well as professional equipment, imported into Mali within six months of their arrival or that of their dependants, provided such goods are re-exported from Mali at the time of departure or within such period as may be agreed upon by the Government of Mali;
- (b) Exempt from all import and export duties and other official charges the equipment (including motor vehicles) and other supplies provided by the Government of the Netherlands or by the Foundation and intended for the implementation of the agreed upon projects;
- (c) Exempt from all taxes and other fiscal charges all emoluments received by the volunteers from Netherlands sources;
- (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 Mali, provided that such vehicle if sold to a person not likewise privileged shall be subject to the payment of an appropriate import duty based on the estimated value of the vehicle at the time of its sale; the temporary importation system shall be valid for a non-renewable period of two (2) years.

The provisions set forth in this article shall apply equally to the representative of the Foundation in Mali and to his staff.

Article VII. Subject to prior consultation with and agreement by the Government of Mali, the representatives of the Government of the Netherlands or of the Foundation may review the progress of work on the projects to which the volunteers have been assigned.

Article VIII. 1. The present Agreement shall enter into force on the date on which the Government of the Netherlands has given written notification that the constitutional requirements in the Kingdom of the Netherlands have been satisfied.

2. It 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 three months before the expiry of the current term, of its intention to terminate it.

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

Any disagreement regarding the provisions of the present Agreement shall be regulated by means of negotiations.

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

DONE at Dakar on 11 April 1979, in duplicate in the French language.

For the Government
of the Kingdom of the Netherlands:

E. E. S. DE JONGH
Ambassador Extraordinary and Plenipotentiary of the Kingdom of the Netherlands

For the Government
of the Republic of Mali:

SEYDOU TRAORE
General Secretary of the Ministry of Foreign Affairs and International Co-operation