

No. 22926

**NETHERLANDS
and
NIGER**

Agreement concerning the employment of Netherlands volunteers. Signed at Niamey on 11 February 1981

Authentic text: French.

Registered by the Netherlands on 29 May 1984.

**PAYS-BAS
et
NIGER**

**Accord concernant l'emploi de volontaires néerlandais.
Signé à Niamey le 11 février 1981**

Texte authentique : français.

Enregistré par les Pays-Bas le 29 mai 1984.

[TRANSLATION — TRADUCTION]

AGREEMENT¹ BETWEEN THE KINGDOM OF THE NETHERLANDS
AND THE REPUBLIC OF THE NIGER CONCERNING THE EM-
PLOYMENT OF NETHERLANDS VOLUNTEERS

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

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

Have agreed as follows:

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

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

(3) The details of implementation and administration of this Agreement shall be arranged between the Foundation and the Ministry of Foreign Affairs and Co-operation of the Republic of the Niger (hereinafter referred to as "the competent authorities of the Niger").

Article 2. (1) The Government of the Niger 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 the Niger, the volunteers shall be subject to the laws and regulations in force in that country.

(3) The volunteers sent to the Niger shall be accountable to the technical ministries of the Niger to the extent that their contractual relations with the Foundation permits.

(4) Subject to prior consultation with and agreement of the Government of the Niger, representatives of the Netherlands Government or of the Foundation may review the progress of work on the projects 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 competent authorities of the Government of the Niger.

Nevertheless, wherever possible, such action should not impair the execution of the project to which the volunteer has been assigned.

¹ Came into force on 27 February 1982, the date of the last of the notifications (effected on 28 July 1981 and 27 February 1982) by which the Parties informed each other of the completion of the required constitutional formalities, in accordance with article 10 (1).

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

The Government of the Niger shall not, however, avail itself of this right before having studied the possibilities of assigning the volunteer to another post; in all cases, it shall keep the competent authority of the Netherlands Government in the Niger informed.

Article 4. The Netherlands Government shall:

- (a) Be responsible for the pre-assignment training of volunteers prior to their arrival in the Niger;
- (b) Meet the cost of social insurance, round-trip travel between the Netherlands and the Niger, 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 projects to which the volunteers are assigned. The said equipment shall remain the property of the Netherlands Government unless, by mutual agreement, ownership is transferred to the Government of the Niger.

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

Article 6. The Government of the Niger:

- (a) Shall 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 the Niger within six months of their arrival or that of their dependants, provided such goods are re-exported from the Niger at the time of departure or within such period as may be agreed upon by the Government of the Niger;
- (b) Shall 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 Foundation and intended for the implementation of the projects agreed upon;
- (c) Shall 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) Shall make provisions for duty-free importation or purchase from bond of one motor-vehicle by the volunteer within six months of first arrival in the Niger, 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 sale;
- (e) Shall grant the volunteers, as far as all their Netherlands remunerations are concerned, the most favourable exchange facilities, including non-resident accounts;
- (f) Shall provide the volunteers with working and residence permits free of charge whenever required for the implementation of projects, and with identity docu-

ments to assure them, in the performance of their duties, of full assistance from the competent authorities of the Niger;

- (g) Shall 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 the Niger and shall offer the volunteers and their families in the Niger repatriation facilities in time of national or international crises as may be reasonable under the circumstances;
- (h) Shall exempt the volunteers from payment of fees and any other charges relating to immigration visas and personal registration matters;
- (i) Shall exempt the volunteers or their dependants from national service obligations;
- (j) Shall grant the volunteers immunity from legal actions in respect of any acts done or words spoken or written in their official capacity, providing that such acts and words are not contrary to morality and public order.

Article 7. The Netherlands Government shall provide the volunteers with the remuneration and housing required for the exercise of their functions.

Article 8. (1) The Government of the Republic of the Niger shall hold the Government of the Kingdom of the Netherlands, the Foundation and the volunteers harmless in respect of any extra-contractual civil liability arising from any act or omission on the part of one or more of the said individuals in the course of operations governed by or undertaken pursuant to 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.

It is nevertheless understood that the Netherlands Government shall insure the volunteers against said risks through an insurance company whose name shall be communicated to the Government of the Niger.

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

(3) Any dispute regarding the interpretation on implementation of the present Agreement shall be settled through the diplomatic channel.

Article 9. The provisions of article 6, paragraph (d), and article 8 of the present Agreement shall apply equally to the Resident Representative of the Foundation in the Niger and to his staff (non-volunteers), provided that they are not nationals or permanent residents of the Niger.

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

(2) The present Agreement shall remain in force for a period of three years and shall be renewable by tacit consent for similar periods, unless one of the Govern-

ments notifies the other, in writing and at least six months before the 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.

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

DONE at Niamey, on 11 February 1981, in duplicate in the French language.

For the Government
of the Kingdom of the Netherlands:

A. E. MOSES

Acting Chargé d'affaires of the Embassy
of the Kingdom of the Netherlands in
the Republic of the Niger

First Secretary at the Embassy

For the Government
of the Republic of the Niger:

H. ALGABIT

Acting Minister
for Foreign Affairs and Co-operation