

No. 24094

**NETHERLANDS
and
ZIMBABWE**

**Agreement concerning the employment of Netherlands
volunteers in Zimbabwe. Signed at Harare on 29 July
1985**

Authentic text: English.

Registered by the Netherlands on 8 May 1986.

**PAYS-BAS
et
ZIMBABWE**

**Accord relatif à l'emploi de volontaires des Pays-Bas au
Zimbabwe. Signé à Harare le 29 juillet 1985**

Texte authentique : anglais.

Enregistré par les Pays-Bas le 8 mai 1986.

AGREEMENT¹ BETWEEN THE KINGDOM OF THE NETHERLANDS AND THE REPUBLIC OF ZIMBABWE CONCERNING THE EMPLOYMENT OF NETHERLANDS VOLUNTEERS IN ZIMBABWE

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

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) The Netherlands Government shall, within the limits imposed by the availability of manpower, financial and material resources, dispatch volunteers to serve on specific development projects in Zimbabwe selected for this purpose.

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 Zimbabwean authorities.

Article 2. 1) The Zimbabwean 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 Zimbabwe the volunteers shall respect the laws and regulations in force in Zimbabwe.

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

4) In order to enable the Organisation to discharge its responsibilities in Zimbabwe the Zimbabwean Government is prepared to receive a resident representative of the Organisation and necessary staff.

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 Zimbabwean 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 Zimbabwean Government shall have the right to require the Netherlands Government to recall a volunteer if his personal or professional

¹ Came into force on 16 December 1985, the date of the last of the notifications by which the Parties informed each other (on 9 and 16 December 1985) of the completion of the constitutional requirements, in accordance with article 10.

conduct justifies such a measure, subject to prior consultation with the Netherlands Government.

Article 4. The Netherlands Government shall:

- a) Be responsible for the pre-assignment training of volunteers prior to their arrival in Zimbabwe;
- b) Meet the cost of social insurance, allowances paid in the Netherlands, and passages from and to the Netherlands for all volunteers;
- c) Pay the emoluments of the volunteers in selected projects in which payment by the Zimbabwean Government is not possible as and when agreed upon by the Netherlands Government;
- d) Furnish the volunteers with such personal and professional equipment, inclusive of motor-vehicles, as is deemed necessary for the effective execution of the volunteers' tasks, where such equipment cannot be made available by the project authorities. The equipment in question shall remain the property of the Netherlands Government unless, by mutual agreement, the ownership thereof has been vested in the Zimbabwean Government. Such equipment will in any case become the property of the Zimbabwean Government upon termination of the project contract.

Article 5. The Zimbabwean Government shall make provision for the clearance and temporary storage at the place of arrival in Zimbabwe of the professional equipment mentioned in Article 4.

Article 6. The Zimbabwean Government shall:

- a) Exempt the resident representative, the members of the staff, the volunteers and their families from import and customs duties on new or used household effects and personal belongings as well as professional equipment, imported into Zimbabwe for their own use or that of their dependants and declared on arrival, provided such goods are reexported from Zimbabwe at the time of departure or within such period as may be agreed upon by the Zimbabwean Government. In the case of a motor vehicle this privilege shall be subject to treatment in accordance with the Zimbabwean regulations for exportation or sale of tax- and duty-free imported vehicles;
- b) Exempt the Organisation from taxes, fees and customs duties on equipment and supplies provided by the Organisation in the normal course of the Organisation's duties;
- c) Exempt from all income taxes all emoluments received by the resident representative, the members of the staff and the volunteers, from Netherlands sources or to be remitted from overseas as payment for their services;
- d) Grant the volunteers, the resident representative and staff, in respect of emoluments received from Netherlands sources, the most favourable exchange facilities applicable to non-residents in accordance with the exchange control regulations in force in Zimbabwe;
- e) Provide the volunteers, the resident representative and members of the staff with temporary employment permits to assure them of full assistance from the appropriate Zimbabwean authorities in the performance of their duties;
- f) Provide the resident representative, the members of the staff, the volunteers and their families with permission to enter or leave the country at any time

subject only to the applicable immigration laws of Zimbabwe and offer the members of the Organisation in Zimbabwe repatriation facilities in time of national or international crises as may be reasonable under the circumstances;

- g) Exempt the members of the Organisation in Zimbabwe and their dependants from national service obligations;
- h) With regard to exemption from legal process in respect of words spoken or written and acts performed by them in their official capacity in the course of operations covered by the provisions of this Agreement treat the Netherlands volunteers no less favourably than those of the most favoured nation.

The preceding paragraphs of this Article shall equally apply to those volunteers who after termination of their first period of services engage to a new period of service.

Article 7. The Zimbabwean Government undertakes:

- a) To provide the volunteers assigned to a governmental organisation with local salary and allowances equal to the salary of a civil servant of comparable rank and in accordance with PSC (Public Service Commission) regulations on Government recruitment;
- b) Where applicable to provide suitable accommodation and basic furniture for the volunteer on conditions which apply for persons fulfilling similar tasks, and to assist the volunteers in finding housing accommodation where it is not provided;
- c) Where a salary is not provided, to pay the Organisation a monthly housing allowance for each volunteer working in Zimbabwe. The allowance will be Zimdollars \$150 per month, or the equivalent of the actual rent of the house provided by the relevant Ministry or Institution whichever is the lesser, and will be adjusted annually in accordance with the cost-of living index;
- d) To provide the volunteers with medical and dental facilities to the same standard as provided to civil servants of the Zimbabwean Government of comparable rank.

Article 8. The Zimbabwean Government agrees to it that volunteers assigned to non-governmental organisations will receive a local salary, allowances and housing facilities equal to those of employees of comparable rank, unless payment by these organisations is not possible as and when agreed upon by the Organisation.

Article 9. The Zimbabwean Government shall indemnify and hold harmless the Netherlands Government, the Organisation and the members of the Organisation against liability suits, actions, demands, damages, costs or fees on account of death or injury to persons or property or any other losses resulting from or connected with any act or omission performed in the course of operations covered by the Agreement except in cases of willful misconduct or gross negligence.

Article 10. 1) The present Agreement shall enter into force on the date on which the Netherlands Government and the Zimbabwean 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.

DONE in Harare on the 29th day of July 1985.

For the Government
of the Kingdom of the Netherlands:

H. E. A. L. SCHNEIDERS

For the Government
of the Republic of Zimbabwe:

F. M. M. SHAVA