AUGLÝSING

um samning milli Norðurlanda og Kenyu um þróunarsamstarf á sviði samvinnumála.

Hinn 29. maí 1981 var gerður í Nairobi samningur milli ríkisstjórna Danmerkur, Finnlands, Íslands, Noregs og Svíþjóðar og ríkisstjórnar Kenyu um þróunarsamstarf á sviði samvinnumála. Auk þess var skipst á erindum um fiskveiðiþætti samningsins. Gildistaka samningsins miðast við 1. júlí 1980, sbr. nánar 7. gr.

Samningurinn er birtur sem fylgiskjal 1 með auglýsingu þessari. Þar eru ekki birtir viðaukar 1 og 2 við samninginn en hægt er að fá aðgang að texta þeirra í utanríkisráðuneytinu. Erindaskiptin eru birt sem fylgiskjal 2.

Þetta er hér með gert almenningi kunnugt.

Utanríkisráðuneytið, Reykjavík, 29. júní 1981.

Ólafur Jóhannesson.

Hörður Helgason.

Fylgiskjal 1.

AGREEMENT

Between the Governments of Denmark, Finland, Iceland, Norway and Sweden and the Government of the Republic of Kenya on Development Cooperation in the field of Cooperative Development

The Governments of Denmark, Finland, Iceland, Norway and Sweden (hereinafter referred to as the Nordic Governments) and the Government of the Republic of Kenya (hereinafter referred to as the Kenyan Government) wishing to continue their cooperation in the field of Cooperative Development established under the Agreements between the Nordic Governments and the Kenyan Government signed on 16th August, 1967, on 20th March, 1972 and on 15th July, 1977 have agreed as follows:

Article 1

Objectives

1.1. The principal objectives of the activities under this Agreement shall be to assist the Kenyan Government in developing the cooperative movement by consolidating activities which have received support from the Nordic Governments during previous agreement periods, and by expansion into new fields of activity oriented towards improving the well-being of the rural population. Special attention shall be given to encourage and support the participation of women in the field of cooperative development.

1.2. To meet these objectives the two Parties agree on the Plan of Operation set forth in Annex 1. In this Plan the major objectives to be attained during the Agreement period are outlined. In order to reach these objectives it has been agreed to focus on the following six programmes:

1. The Cooperative Diversification and Expansion Programme.
2. The Cooperative Management and Systems Development Programme.
3. The Cooperative Savings and Credit Consolidation Programme.
4. The Programme for Support to Kenya National Federation of Cooperatives Ltd.
5. The Cooperative College of Kenya.
6. The Cooperative Consultancy Fund.

1.3. The Plan of Operation, attached to this agreement as Annex 1, shall be supplemented by an annual work-plan in which the detailed objectives, means and resources of this programme of technical cooperation are to be stipulated.

Article 2

Competent Authorities and Administration

2.1. In matters related to the implementation of the Agreement the Kenyan Ministry responsible for Cooperative Development and the Danish Ministry of Foreign Affairs, DANIDA, shall be competent to represent the Parties hereto and will hereinafter be referred to as the competent authorities.

2.2. There shall be a Joint Standing Committee consisting of representatives of the Nordic Governments and of the Kenyan Government. This Committee shall act as an advisory body to the two Parties in respect of the Programme under this Agreement.

As part of its work, the Committee will consider the annual work-plans prepared by the Kenyan Government and also regularly review and evaluate the overall implementation of the Plan of Operation.

2.3. The Nordic Personnel for the purpose of this Agreement shall be employed by DANIDA on behalf of the Nordic Governments and shall be approved by the competent Kenyan Authority.

2.4. Except in respect of funds relating to Nordic Personnel costs, the disbursement of all funds stipulated under subparagraph 3.1.4. below shall be determined by the competent authorities.

Article 3

Contribution of the Parties

3.1. *Contribution by the Nordic Governments*

1. The Nordic Governments shall undertake to provide, within a limit of approximately 110 man years, Nordic Personnel in such number and with such functions as set forth in the Plan of Operation and as modified in the annual work-plans. The Nordic Governments shall further bear the cost of salaries and allowances, international passages to and from Kenya, social security and related benefits, including leave and pre-service orientation for the Nordic Personnel.

2. The Nordic Governments shall make such financial contribution for the implementation of the six programmes under paragraph 1.2. as stipulated in the Plan of Operation and the annual work-plan.

3. The Nordic Governments shall provide funds for mileage and subsistence allowances for the Nordic Personnel, for the purchase of equipment, production of manuals and the training of Kenyan Officials as stipulated in the Plan of Operation and annual work-plans.

4. All funds contributed by the Nordic Governments for the purpose of this Agreement shall be in form of grants to the Kenyan Government and shall, except in respect of funds relating to the Nordic Personnel costs, be channelled to the Treasury.

3.2. *Contributions by the Kenyan Government*

1. The Kenyan Government shall make available adequate and suitable Kenyan Personnel resources in accordance with the requirements as stipulated in the Plan of Operation and as detailed in Annex 2 to this Agreement.

2. The Kenyan Government shall undertake to provide for operational, administrative and capital costs, necessary for effective implementation of the programme, which are not contributed by the Nordic Governments as stipulated in subparagraphs 3.1.1. to 3.1.4., provided that the provision for costs caused by major unforeseen circumstances shall be determined in accordance with Article 5 of this Agreement.

3. The Kenyan Government shall provide housing of similar standard as provided for Kenyan Government Civil Servants of similar status, or adequate house allowance in lieu, for the Nordic Personnel provided for the purpose of this Agreement.

4. The Kenyan Government shall provide Nordic Personnel and their families with free hotel accommodation, excluding meals, laundry and telephone charges, for a period of ten (10) days from the date of their arrival in Kenya, and thereafter 50% of the hotel bill (excluding meals, laundry and telephone charges) until housing as per subparagraph 3.2.3. above is provided.

5. Furthermore, the Kenyan Government shall provide:

1. Support for the Nordic Personnel, including the provision of office facilities and equipment, secretarial, postage and telecommunication services essential for the efficient performance of their official duties.

2. Such other assistance as is deemed essential for the effective performance of official duties by the Nordic Personnel, and as agreed upon by the competent authorities.

Article 4

Exemptions and Privileges

4.1. Any supplies, materials or equipment for the purpose of implementing this Agreement, and new and used office equipment and other equipment presented as gifts to the Kenyan cooperative movement by the cooperative movement of the Nordic Countries, shall be exempted from import restrictions, taxes, customs duties and other fiscal charges. Any equipment to be purchased locally by the Nordic Governments for the implementation of the Plan of Operation may be bought from bonded stocks.

4.2. The Kenyan Government shall defray all costs and onward transportation of goods referred to in paragraph 4.1. above, except in respect of gifts.

4.3. The Kenyan Government covenants that no currency or foreign exchange restrictions shall be imposed on funds introduced into Kenya from external sources by the Nordic Governments for the purpose of implementing this Agreement. The utilization of undisbursed and uncommitted balances of such funds shall be determined by the Parties to this Agreement.

4.4. The Kenyan Government shall accord to the Nordic Personnel the same privileges and facilities as set out in the General Agreement on Technical Cooperation between Denmark and Kenya, signed on the 25th February, 1971, or any amendments thereof. Specifically, the Nordic Personnel shall not be subject to legal prosecution in respect of verbal statements made in connection with performance of their duty.

4.5. The Kenyan Government shall further:

1. Grant free of charge entry and exit visas for the Nordic Personnel and their families.
2. Provide the Nordic Personnel and their families such medical and hospital facilities as are available to Kenyan Civil Servants of similar or equivalent rank and status.
3. Take all reasonable steps to facilitate repatriation of the Nordic Personnel and/or their families in the event either Party determines that there exists an international crisis which renders such repatriation desirable. The cost of international transportation shall be paid by the Nordic Governments in accordance with subparagraph 3.1.1.
4. Immediately notify the Danish Embassy in the event of arrest or detention or criminal proceedings being instituted against a member of the Nordic Personnel or a member of his/her family. Such a case should be dealt with without undue delay.
5. Bear all risks and claims resulting from or occurring in the course of, or otherwise connected with, any operation covered by this Agreement. Without restricting the generality of the preceding sentence, the Kenyan Government will indemnify and hold harmless the Nordic Governments and the Nordic Personnel against any and all liability, suits, actions, damages, demands, costs or fees on account of death, injuries to persons or property, or any other losses resulting from or connected with any act or omission performed in the course of operation covered by this Agreement, provided that such death, injury or damage to property, or other loss is not caused by the wilful misconduct or gross negligence of the Nordic Personnel, and provided further that Kenya may, in cases where claims arise as a result of such wilful misconduct or gross negligence or an accident caused by a privately owned vehicle used by such Personnel except when the use of such vehicle was authorized for official use, hold the Personnel concerned liable to indemnify the Kenyan Government, and provided further that nothing herein shall relieve any Nordic Personnel from liability for any fraudulent or other criminal acts committed by such Personnel while in Kenya.
6. Ensure that the Nordic Personnel are accorded a treatment no less favourable than that granted to any other technical assistance personnel assigned to Kenya by any other country.

4.6. Subject to mutual consultations, the competent authorities or either of them shall have the right

to request the recall of any member of the Nordic Personnel whose work or conduct is unsatisfactory.

4.7. The Nordic Personnel shall with the consent of the Kenyan Government have the right to communicate to the Nordic Governments any or all of the findings which they previously have reported to the Kenyan Government, unless such communication would prejudice the security of Kenya or unless the Kenyan Government has classified the same as confidential or secret.

4.8. Without prejudice to the above provisions, the Nordic Governments shall ensure that the Nordic Personnel are informed that while they are assigned to Kenya they shall, as resident aliens, be subject to the laws and regulations of Kenya in force from time to time.

4.9. All material and equipment as referred to under subparagraph 4.1., acquired in or brought into Kenya for the purpose of implementing the cooperation between the Parties in the field of cooperative development under this or subsequent Agreements shall immediately become and remain the property of the Kenyan Government unless otherwise agreed upon between the competent authorities, except that the equipment and vehicles for the programme administration in Kenya shall become and remain the property of the Kenyan Government only at the expiry of the cooperation under this or subsequent Agreements.

4.10. The Danish Ministry of Foreign Affairs, DANIDA, shall have the right to arrange for the audit of the account records and documentation of the financial contributions.

Article 5

Amendment of this Agreement

5.1. This Agreement and any of its annexes may be amended or modified as mutually agreed by the Parties hereto. If either of the Parties considers it desirable to amend any provision of this Agreement or if major unforeseen circumstances occur in implementing the Plan of Operation, the competent authorities shall meet to discuss the matter and shall recommend to the Parties such amendments to this Agreement or the Plan of Operation as the competent authorities may deem appropriate. Any amendments agreed between the Parties as a result of such consultations and recommendations shall come into effect in respect of the provisions of this Agreement after the exchange of letters or notes by the Parties hereto.

Article 6

Settlement of Disputes

6.1. The Parties shall strive to settle any problem, dispute or difference between them connected with this Agreement through mutual negotiations.

Article 7

Entry into Force and Termination

7.1. This Agreement shall enter into force provisionally on 1st July, 1980, and definitely after the fulfilment of such constitutional requirements as may be necessary in countries whose Government are party to this Agreement. Notification of fulfilment or non-fulfilment of such requirements shall be given through diplomatic channels to all other Governments Parties to this Agreement. Following notification of the fulfilment of the above-mentioned requirements, this Agreement shall remain in force until 30th June, 1983, unless earlier terminated in accordance with paragraph 7.3.

7.2. Within the terms of this Agreement subsidiary and follow-up activities may be agreed upon between the Parties. Such subsidiary agreements shall not remain in force after the expiry of this Agreement.

7.3. The Agreement may be terminated by either Party upon serving written notice on the other Party. Such notice shall be served not later than three months before the end of the annual budget period, and the Agreement shall terminate at the expiry of the budget period in which such notice is served. Such

written notice shall, however, not be served until consultations to that effect have taken place between the competent authorities.

If notice is served less than three months before the end of the budget period, the Agreement shall remain in force until the expiry of the next following budget period.

7.4. The Nordic Personnel employed under the previous Agreement, signed on 15th July, 1977, between the Nordic Governments and the Kenyan Government, whose assignments are extended for any length of time after the expiry of that Agreement on 30th June, 1980, shall for the balance of their respective assignments be governed by the provisions of this Agreement.

In witness whereof the undersigned, being duly authorized by the respective Governments, have signed this Agreement.

Done in six original copies in the English language at Nairobi, this 29 day of May 1981.

For the Governments of Denmark, Finland,
Iceland, Norway and Sweden
Hans Jespersen

For the Government of the Republic of Kenya
H. M. Mule

Fylgiskjal 2.

a. Note from the Ambassador of Denmark

Nairobi, May 29th, 1981.

Sir,

I have the honour to refer to the "Agreement between the Governments of Denmark, Finland, Iceland, Norway and Sweden and the Government of the Republic of Kenya on Development Co-operation in the Field of Co-operative Development" which has been signed to-day, and suggest that the fisheries component be omitted from the Agreement. Negotiations between the Nordic Governments and the Government of the Republic of Kenya on a possible limited allocation of Nordic funds for the fisheries sector in Kenya should be taken up as soon as possible.

If the foregoing proposal is acceptable to the Government of the Republic of Kenya, I have the honour to suggest that the present Note and your reply to that effect shall he regarded as constituting an agreement between the Nordic Governments and the Government of the Republic of Kenya.

I avail myself of this opportunity to renew to you, Sir, the assurances of my highest consideration.

Hans Jespersen
Ambassador of Denmark

H. M. Mule, Esq.,
Permanent Secretary,
Office of the Vice-President
and Ministry of Finance,
Nairobi.

b. Reply from the Permanent Secretary to the Treasury of Kenya

29th May, 1981

H. E. Mr. Hans Jespersen,
Ambassador of Denmark,
Nairobi.

Your Excellency,

I wish to refer to your letter of today regarding the Kenya/Nordic Co-operative Programme which states the following:-

[*See Note above*]

I have the honour in confirming that the foregoing is acceptable to the Government of the Republic of Kenya and that your letter referred herein and my reply hereto shall constitute an agreement between the Nordic Governments and the Government of the Republic of Kenya.

Please accept, Your Excellency, the assurances of my highest consideration.

H. M. Mule
Permanent Secretary to the Treasury

29. júní 1981 Nr. 12

AUGLÝSING

um breytingar varðandi fiskveiðar Belga.

Hinn 11. júní 1981 var í Reykjavík skipst á erindum um breytingar á erindaskiptum milli Íslands og Belgíu frá 28. nóvember 1975 um fyrirkomulag varðandi fiskveiðar og verndun lífrænna auðlinda á hafsvæðinu umhverfis Ísland, sbr. auglýsingu í Stjórnartíðindum, C-deild, nr. 24/1975. Erindaskiptin koma í stað erindaskipta frá 17. maí 1979 og erindaskipta frá 14. og 21. janúar 1980, sbr. auglýsingar í Stjórnartíðindum, C-deild, nr. 6/1979 og 1/1980.

Breytingarnar öðluðust gildi 11. júní 1981.

Erindaskiptin um breytingarnar eru birt sem fylgiskjal með auglýsingu þessari.

Þetta er hér með gert almenningi kunnugt.

Utanríkisráðuneytið, Reykjavík, 29. júní 1981.

Ólafur Jóhannesson.

Hörður Helgason.