

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1981 Nr. 237

A. TITEL

*Overeenkomst tussen het Koninkrijk der Nederlanden en de Arabische
Republiek Jemen inzake technische samenwerking;
's-Gravenhage, 3 oktober 1978*

B. TEKST

De tekst van de Overeenkomst is geplaatst in *Trb.* 1978, 182.

C. VERTALING

Zie *Trb.* 1978, 182.

D. PARLEMENT

Zie *Trb.* 1981, 186.

De in rubriek J hieronder afgedrukte administratieve akkoorden behoeven ingevolge artikel 62, eerste lid, letter b, van de Grondwet niet de goedkeuring der Staten-Generaal.

G. INWERKINGTREDING

Zie *Trb.* 1981, 186.

J. GEGEVENS

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 20 november 1980 te Sana'a tussen de bevoegde Nederlandse en Noordjemenitische autoriteiten een administratief akkoord tot stand gekomen inzake een project voor de geïntegreerde plattelandsontwikkeling in het district Rada.

De tekst van het akkoord luidt als volgt:

Administrative Arrangement

The Netherlands Minister for Development Co-operation, being the competent Netherlands Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Netherlands Party", represented in this matter by Mr. C. J. van Tooren, Head of the Office of the Royal Netherlands Embassy in Sana'a, Yemen Arab Republic

and

Dr. Ahmed Al - Hamdani, Minister of Agriculture, being the competent Yemen Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Yemen Party",

Having regard to the provision of Article 1 of the Agreement on Technical Co-operation between the Kingdom of the Netherlands and the Yemen Arab Republic signed at The Hague on 3rd October, 1978, hereinafter referred to as "the Agreement",

Have entered into the following Administrative Arrangement:

Article I

The project

1. The two Parties shall jointly carry out a project entitled "Rada Integrated Rural Development Project" hereinafter referred to as "the Project".

2. The aim of the project is the improvement of the standard of living of the rural population in the Rada-district, through a contribution to the socio-economic development of this district, by means of integrated activities defined in the plan of operations annexed to this Arrangement for the period July 1980 up to and including June 1981¹⁾ to be updated in accordance with article VII.2 of this Arrangement.

Article II

The contribution of the Netherlands Party

1. As its contribution to the Project the Netherlands Party undertakes:

- to make available qualified advisers for an assignment in Yemen and bear all expenses incurred by the advisers and their families;

- to rent and/or construct and/or participate in the financing of the

¹⁾ Niet afgedrukt.

construction of project buildings as well as houses for expatriate and counterpart staff;

- to provide equipment, materials and cattle and bear the cost of its transportation (including insurance) to the most suitable port or airport in Yemen;

- to contribute to the financing of the activities of the project;

- to provide adequate means of transportation;

- to provide, if necessary, technical support from the Netherlands as defined in the plan of operations mentioned in article I.2 of this Arrangement.

2. The Netherlands Party will contribute 22.8 million Netherlands guilders in the period from the start of the Project on March 30, 1977, up to and including June 1981, the contribution for the remainder of the project period to be defined early 1981.

Article III

The contribution by the Yemen Party

As its contribution to the Project the Yemen Party undertakes:

- to provide the advisers with a sufficient number of qualified counterparts, extension service agents, skilled and unskilled assistants, and to bear the cost of their salaries, allowances, emoluments and other rights, and to bear the cost of their transport to and from the Project site;

- to make available land covering not less than 20 ha, and to bear any charge, tax, levy or duty on it, and the cost of any compensation for expropriation;

- to bear the cost of transporting and insuring the equipment materials and cattle, made available by the Netherlands Party from the port of arrival in Yemen to its final destination;

- to take for its account the running and maintenance costs to be made for the implementation of the Project;

- in general to take all measures which will facilitate the cooperation between the Parties.

Article IV

The Executive Authorities

1. The Netherlands Party shall appoint the Department Asia and Multilateral Financial Development Matters of the Netherlands Ministry

of Foreign Affairs as the Netherlands Executive Authority in charge of the Project. The Netherlands Executive Authority shall be represented in as far as the daily operations under the Project are concerned, by the project manager, who is to be appointed from among the Netherlands advisers.

2. The Yemen Party shall appoint the Ministry of Agriculture as the Yemen Executive Authority in charge of the implementation of the Project.

Article V

The project-management

1. The project-management, consisting of the project-manager mentioned in article IV.1 of this Arrangement and a co-manager appointed by the Yemen Executive Authority, will be jointly responsible to the Yemen Executive Authority for the implementation of the Project, the project-manager having both first responsibility for project affairs and the task of putting high emphasis on the training of the co-manager, in accordance with Decree No. 39 of the Minister of Agriculture dated April 24, 1980.

2. The project manager shall be responsible to the Netherlands Executive Authority for the implementation of the Netherlands contribution.

3. The Yemen Executive Authority shall provide the project-management with any information that may be considered necessary for the efficient execution of operations in the Project.

Article VI

Delegation

Each of the Executive Authorities shall be entitled to delegate on its own responsibility the duties in connection with the Project partly or entirely to other authorities or organizations. The Executive Authorities shall inform each other in writing of any such delegation and of the extent of the delegation.

Article VII

Plan of Operations

1. The Executive Authorities shall establish by common consent a Plan of Operations stating in detail the contribution of either Party, the number and duties of the advisers, their job descriptions, the duration

of their stay abroad and a description of the equipment and materials to be made available. The Plan of Operations shall include an itemized budget of the contribution of either Party, an Operations Priority Scheme, a time-table and lists of equipment and materials to be supplied by either Party.

2. The Plan of Operations for the period July 1980 up to and including June 1981 is annexed to this Administrative Arrangement. A Plan of Operations for subsequent periods within the duration of the Project will be established by common consent by the Executive Authorities.

Article VIII

Personnel

The advisers made available by the Netherlands Party shall enjoy the privileges and immunities described in Article II and III of the Agreement. They are to be selected in consultation with the Yemen Executive Authority and the Central Planning Organization.

Article IX

Equipment and materials

1. The provisions of Article V of the Agreement shall be applicable to the importation and exportation of the equipment materials and cattle provided by the Netherlands Party.

2. All buildings, equipment and supplies provided by the Netherlands Party shall become the property of the Yemen Party upon termination of the Project.

Article X

Reporting

The project-management shall submit to both Executive Authorities a quarterly report in English on the progress made in the execution of the Project, taking into account existing guidelines of both Executive Authorities concerning format and periodicity. On the termination of the Project the project-management shall submit to all Parties involved a final report in English on all aspects of the work done in connection with the Project.

Article XI

Review

In the last year of the Project the results of the Project will be evaluated by the Executive Authorities, similar to the Midterm Review of the results of the Project being held in November 1979, in order to formulate recommendations for a possible follow up of the Project.

Article XII

Settlement of disputes

Any dispute concerning the interpretation or implementation of this Administrative Arrangement which cannot be settled by consultations between the two Parties shall be referred to the respective Governments.

Article XIII

Entry into force and duration

This Administrative Arrangement shall enter into force upon signature by both Parties and shall expire on 31st December 1982.

DONE at Sana'a on the 20th November, 1980, in two originals in English.

*For the Netherlands Minister
for Development Co-operation,*
(sd.) C. J. VAN TOOREN

The Minister of Agriculture,
(sd.) AHMED AL-HAMDANI

Ter uitvoering van artikel I, van de onderhavige Overeenkomst is op 2 februari 1981 te Sana'a tussen de bevoegde Nederlandse en Noord-jemenitische autoriteiten een administratief akkoord tot stand gekomen inzake een onderzoek naar de waterbronnen in de kustvlakte van Tihamma.

De tekst van het akkoord luidt als volgt:

Administrative Arrangement

The Netherlands Minister for Development Co-operation, being the competent Netherlands Authority for the purpose of this

Administrative Arrangement, hereinafter referred to as "the Netherlands Party", represented in this matter by Mr. C. J. van Tooren, Chargé d'Affaires a.i. of the Netherlands in Sana'a, Yemen Arab Republic,

and

Mr. Ali Al Bahr, Minister of State and Chairman of the Yemen Oil and Mineral Corporation, being the competent Yemen Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Yemen Party",

Having regard to the provision of Article 1 of the Agreement on Technical Co-operation between the Kingdom of the Netherlands and the Yemen Arab Republic signed at The Hague on 3rd October, 1978, hereinafter referred to as "the Agreement",

Have entered into the following Administrative Arrangement:

Article I

The project

1. The Two Parties shall jointly carry out a project entitled "Water Resources Study in the Tihama Coastal Plain" hereinafter referred to as "the Project".

2. The aim of the project is the approximation of the overall water resources situation, including water use, for the Tihama Coastal Plain, based on the available data and reports. This approximation will serve as a starting point for further assessments for which proposals will be formulated.

3. The aforesaid co-operation between the two Parties is planned to last one year.

Article II

The contribution of the Netherlands Party

1. As its contribution to the Project the Netherlands Party undertakes:

- to make available qualified advisers for data collection in Yemen and bear all expenses incurred by the advisers;
- to evaluate available information, to complete the data series in applying established statistical methods, to study and interpret Landsat satellite images;
- to finance training visits of Yemeni counterparts to the home office

of the Consulting Engineer in the Netherlands mentioned in article VII.2, where the analysis etc. of the collected data will be performed;

- to prepare a final report.

2. The Netherlands Party thus will contribute 820.000 Netherlands guilders.

Article III

The contribution by the Yemen Party

As its contribution to the Project the Yemen Party undertakes:

- to provide the advisers with a sufficient number of qualified counterparts, and bear the cost of their salaries, allowances, emoluments and other rights, and to bear the cost of their transport to and from the field for data collection;

- to provide the advisers transport during their field work periods;
- in general to take all measures which will facilitate the co-operation between the Parties.

Article IV

The Executive Authorities

1. The Netherlands Party shall appoint the Directorate-General International Co-operation of the Netherlands Ministry of Foreign Affairs as the Netherlands Executive Authority in charge of the Project. The Netherlands Executive Authority shall be represented in as far as the daily operations under the Project are concerned by the Project-director, who is to be appointed from among the Netherlands advisers.

2. The Yemen Party shall appoint the Yemen Oil and Mineral Corporation as the Yemen Executive Authority in charge of the implementation of the Project.

Article V

The Project-director

The Project-director shall be responsible to the Netherlands Executive Authority for the implementation of the Netherlands contribution. The Project-director shall act in close consultation with the Yemen Executive Authority or with the authorities designated by that Authority and shall observe operational instructions given by that Authority or by such authorities as may be considered relevant in the light of his duties and of the technical assistance to be given. The Yemen

Executive Authority shall provide the Project-director with any information that may be considered necessary for the efficient execution of operations in the Project.

Article VI

Delegation

Each of the Executive Authorities shall be entitled to delegate on its own responsibility the duties in connection with the Project partly or entirely to other authorities or organizations. The Executive Authorities shall inform each other in writing of any such delegation and the extent of the delegation.

Article VII

The Schedule of Operations

1. The Executive Authorities shall establish by common consent a Schedule of Operations stating in detail the contribution of either Party, the number and duties of the advisers, their job descriptions and the duration of their stay abroad. The Schedule of Operations shall include an itemized budget of the contribution of either Party, an Operations Priority Scheme and a time-table.

2. The Schedule of Operations is contained in the Consultancy Services Agreement between the Yemen Executive Authority and the Consulting Engineer appointed by the Netherlands Executive Authority in accordance with article VI, dated 2nd February, 1981.

Article VIII

Personnel

The advisers made available by the Netherlands Party shall enjoy the privileges and immunities described in Article II and III of the Agreement.

Article IX

Equipment and materials

1. The provisions of Article V of the Agreement shall be applicable to the importation and exportation of the equipment materials to be brought in by the Netherlands advisers.

Article X

Reporting

The Project-director shall submit to both Executive Authorities an inception report 3 months upon the start of the Project and quarterly reports in English on the progress made in the execution of the Project. On the termination of the Project the Project-director shall submit to all Parties involved a final report in English on all aspects of the work done in connection with the Project.

Article XI

Settlement of disputes

Any dispute concerning the interpretation or implementation of this Administrative Arrangement which cannot be settled by consultations between the two Parties shall be referred to the respective Governments.

Article XII

Entry into force and duration

This Administrative Arrangement shall enter into force, with retroactive effect as of 1st January, 1981, on the date of signature by both Parties and be effective for a period of one year.

DONE at Sana'a on the 2nd day of February 1981 in two originals in English.

*For the Netherlands Minister for
Development Co-operation,
(sd.) C. J. VAN TOOREN*

*The Chairman of the Yemen
Oil and Mineral Corporation,
(sd.) ALI AL BAHR*

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 5 april 1981 te Sana'a tussen de bevoegde Nederlandse en Noordjemenitische autoriteiten een administratief akkoord tot stand gekomen inzake het toezicht op de bevoeiingswerken in de Wadi Rima.

De tekst van het akkoord luidt als volgt:

Administrative Arrangement

The Netherlands Minister for Development Co-operation, being the competent Netherlands Authority for the purpose of this

Administrative Arrangement, hereinafter referred to as "the Netherlands Party", represented in this matter by Mr. C. J. van Tooren, Chargé d'Affaires a.i. of the Netherlands in Sana'a, Yemen Arab Republic,

and

Dr. Ahmed Al-Hamdani, Minister of Agriculture of the Yemen Arab Republic, being the competent Yemen Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Yemen Party",

Having regard to the provisions of Article I of the Agreement on Technical Cooperation between the Kingdom of the Netherlands and the Yemen Arab Republic signed at The Hague on 3 October 1978, hereinafter referred to as "the Agreement",

Have entered into the following Administrative Arrangement:

Article I

The Project

1. The two Parties shall jointly carry out a project entitled "Wadi Rima Supervision Irrigation Works" hereinafter referred to as "the Project".

2. The aim of the Project shall be the preparation of a detailed design and tender documents, prequalification contractors, selection of contractors, supervision of construction, conditions on waterdistribution, for irrigation work in the Wadi Rima.

3. Cooperation between the two Parties is planned to last till December 31, 1984.

Article II

The contribution of the Netherlands Party

1. As its contribution to the Project the Netherlands Party undertakes:

- to supply (a team of) qualified experts for an assignment in Yemen and bear all expenses incurred by the experts and their families;
- to provide, if necessary, technical support from the Netherlands.

2. The value of the contribution by the Netherlands Party shall not exceed 3.180.000,- Netherlands guilders.

Article III

The contribution of the Yemen Party

As its contribution to the Project the Yemen Party undertakes to provide all data and facilities required for the execution of the work of the Netherlands experts.

Article IV

The Executive Authorities

1. The Netherlands Party shall appoint the Directorate-General International Cooperation of the Netherlands Ministry of Foreign Affairs as the Netherlands Executive Authority in charge of the Project.

2. The Yemen Party shall appoint the Tihama Development Authority as the Yemen Executive Authority in charge of the implementation of the Project.

Article V

The Project-Director

1. The Project-Director shall be responsible to the Netherlands Executive Authority for the implementation of the Netherlands contribution.

2. The Project-Director shall act in close consultation with the Yemen Executive Authority or with the authorities designated by that Authority and shall observe such operational instructions given by that Authority or by such authorities as may be considered relevant in the light of his duties and of the technical assistance to be given.

3. The Yemen Executive Authority shall provide the Project-Director with any relevant information that the latter considers reasonably necessary for the efficient execution of operations in the Project.

Article VI

Delegation

Each of the Executive Authorities shall be entitled to delegate on its own responsibility the duties in connection with the Project partly or entirely to other authorities or organisations. The Executive Authorities shall inform each other in writing of any such delegation and the extent of the delegation.

Article VII

The Schedule of Operations

1. The Executive Authorities shall establish by common consent a Schedule of Operations stating in detail the contribution of either Party, and the number and duties of the experts, their job descriptions and the duration of their stay abroad. The Schedule of Operations shall include an itemized budget of the contribution of either Party, an Operations Priority Scheme and a time-table.

2. The Schedule of Operations is contained in the Consultancy Services Agreement between the Yemen Executive Authority and the Consulting Engineer appointed by the Netherlands Executive Authority in accordance with article VI, dated 5th April 1981.

Article VIII

Personnel

The experts supplied by the Netherlands Party shall enjoy the privileges and immunities described in Article II and III of the Agreement.

Article IX

Equipment and materials

1. The provisions of Article V of the Agreement shall be applicable to the importation and exportation of the equipment materials, if any, to be brought in by the Netherlands Advisers.

2. After termination of the Project, the equipment and supplies provided by the Netherlands Party, if any, shall become the property of the Yemen Party to serve the Project or any other purpose to be agreed upon by the two Parties.

Article X

Reporting

On the termination of the Project the Project-Director shall submit to all parties involved a final report in English on all aspects of the work done in connection with the Project.

Article XI

Settlement of disputes

Any dispute concerning the interpretation or implementation of this Administrative Arrangement which cannot be settled by consultations between the two Parties shall be referred to the respective Governments.

Article XII

Entry into force and duration

This Administrative Arrangement shall enter into force with retro-active effect from 1 February 1979 on the date of signature by both Parties and shall expire either at the end of the period stated in Article I, paragraph 3, of this Arrangement or on the date on which the Project has been completed in conformity with the provisions of this Arrangement and of the Schedule of Operations, whichever date is the latter.

DONE at Sana'a on the 5th day of April 1981 in two originals in English.

*For the Netherlands Minister
for Development Cooperation*
(sd.) C. J. VAN TOOREN

*The Yemen Minister
of Agriculture*
(sd.) AHMED AL-HAMDANI

Uitgegeven de zesde november 1981.

De Minister van Buitenlandse Zaken,
M. VAN DER STOEL