

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1982 Nr. 56

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.

G. INWERKINGTREDING

Zie *Trb.* 1981, 186.

J. GEGEVENS

Zie *Trb.* 1981, 237.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 7 november 1981 te Sana'a tussen de bevoegde Nederlandse en Noord-jemenitische autoriteiten een administratief akkoord tot stand gekomen inzake een Programma voor de gezondheidszorg in de provincie Dhamar. 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 the Chargé d'Affaires of the Netherlands in the Yemen Arab Republic, Mr. C. J. van Tooren,

and

the Yemen Minister of Health, Dr. Mohammed Ahmed Al-Kabab, being the Competent Yemen Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Yemen Party",

Having decided to co-operate in the Dhamar Governorate Health Services Programme,

Having regard to the provisions of Article I of the Agreement on Technical Co-operation 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 "Dhamar Governorate Health Services Programme" hereinafter referred to as "the Project".

2. The purpose of the Project is to provide basic preventive, curative, promotive and rehabilitative health services in the Dhamar Governorate; with particular emphasis on the rural areas so as to reach as many people as possible, giving priority to the most needy amongst them.

3. The purpose will be achieved by:

1. Strengthening of the basic health services/primary health care (BHS/PHC)

a. strengthening of the BHS/PHC Department of the Governorate Health Office in Dhamar;

b. upgrading and additional staffing of the Health Centre of Dawran Anis, including the creation of simple training facilities for PHC-workers and Local Birth Attendants (LBA);

c. extension with staffquarters and training facilities for PHC-workers and LBA's of the health centre at Medinat-al-Sharq as well as additional staffing;

d. the establishment of a health centre for the district of Dhamar, within the premises of the referral hospital;

e. the construction and starting-up of one or two institutions at health centre level in relatively underserved parts of the Governorate, subject to proper assessment of the situation;

f. the establishment of a network of Primary Health Care Units, in principle 5 units in the outreach area of each health centre, which may entail the construction of new PHC-units (about 20 in total) as well as the upgrading of existing facilities;

g. staffing, supervision, supplies and other logistic support according to the needs of the above-mentioned institutions;

h. promotion of the Extended Programme for Immunization (EPI) extension in the area and, as a second priority, other vertical programmes such as TB and malaria control;

i. preparation of health related activities that support a broader development in the area, such as small scale drinking-water protection schemes and education.

2. Development in phases of the new referral hospital in Dhamar

The hospital will be developed in the following phases which should be entered only after certain pre-set, wisely selected and well defined conditions have been set and agreed upon by both Parties:

a. Functioning as a health centre, primarily meant to serve the town as well as (parts of) the Dhamar Subdistrict, with due attention given to the Mother and Child Health Care (MCH). Starting as an Outpatients Department (OPD) only, the centre is expected to gradually extend its services, including:

- maternity, with the exception of operative obstetrics,
- admission of paediatric, non-surgical emergencies,
- admission of selected, male and female, general cases to a certain pre-set limit.

During this phase the maximum number of beds in use should not exceed 25.

b. Functioning as a referral hospital of the 3rd echelon, with a maximum bed-capacity of 75.

The four main specialities (surgery, OBGYN, paediatrics, and internal medicine) are represented, and their level of service delivery gradually raised with highest priority given to obstetrics (caesarean section) and paediatrics, and lowest to major surgical procedures of the "delayed" type.

Entrance into this phase, hoped to be feasible by the middle of 1982,

requires all essential departments of the hospital to be operational, and mutually supportive.

c. Optional phase, subject to the full agreement of both Parties, during which some activities of a more highly technical nature, consistent with 4th echelon standards, may start being developed.

3. Health Manpower training

The training schemes, to be undertaken in close consultation with the Health Manpower Institute in Sana'a, will be implemented on 2 levels:

a. Governorate-level. Within premises of the new Dhamar hospital where hostel facilities will be made available for approximately 48 students (24 male and 24 female).

Optionally, an additional capacity for 40-50 trainees could be created within the old hospital.

b. Peripheral level. Annex to each peripheral health centre simple facilities will be created for the training of PHC-workers and Local Birth Attendants serving inside the health centre's own outreach area. These facilities will accommodate approximately 5 students at a time.

4. Research

a. First priority: socio-cultural studies, undertaken over a reasonably short period (i.e. in the order of 12 months) and which results are to be of direct support towards planning and implementation of activities in the sphere of PHC and its related training schemes (PHC-workers and LBA's).

b. Second priority: epidemiological studies, specially designed for measuring the affectiveness of the Governorate Health Programmes and its components.

4. The aforesaid co-operation between the two Parties is planned to last 10 years. The co-operation will be based on a programme to be implemented according to a phased approach. In this context, the transition from one phase to the next phase will depend on a preceding agreement between both Parties based upon the satisfactory progress of the project; the progress is to be assessed through a common Yemeni-Dutch evaluation.

The initial period of co-operation will be of two years duration and will be continued under the condition of agreement by both Parties based on the satisfactory progress of the Project.

Article II

The contribution of both Parties

1. The commitments of both Parties to the programme will be made

on a two-yearly basis and will always cover calendar years. The planning for these commitments will be done, however, for a period of three years, i.e. the two years for which firm commitments will be done and an additional year with indicative plans. This will all happen in the longer term perspective based on the overall objectives and main activities as mentioned in this Administrative Arrangement.

2. The inputs from the Netherlands Party will be integrated with the existing structure of the health services programme in Dhamar Governorate. At the same time the Netherlands support will not be restricted to one particular activity but will refer to all aspects of the programme.

3. The mutual commitments to the programme will be negotiated by the two Parties on an regular base.

The discussions on the health programme in Dhamar will be based on an advice to both Parties prepared by a Joint Working Group. This group will consist of, on the one hand, members of the Project Committee within the Ministry of Health in Sana'a and, on the other hand, of members of the Advisory Group of the Dutch Ministry of Foreign Affairs. Also the Director General of Health Services of Dhamar Governorate and the expatriate Programme Manager will be members of the Joint Working Group, while the Chef de Poste of the Netherlands Embassy in Sana'a is welcome to attend the meetings as an observer. These meetings will preferably take place twice a year.

The Joint Working Group will advise both Parties on all matters pertaining to the co-operation in the Dhamar-programme.

4. At the programme level, the more detailed planning, based on guidelines of higher authorities, and the supervision on the implementation of the programme in the Governorate will be performed by a Steering Committee. Members of this Committee will be the Director General of Health Services in Dhamar, the expatriate Programme Manager, the Medical Superintendent of the hospital and the Assistant Director General for Basic Health Services. The Hospital Administrator will act as secretary, while the Director General chairs the meetings. In case a Governorate Training Officer is nominated in the future, that person should also sit on the committee.

This Steering Committee will also constitute a screening panel for all staff, both Yemeni and expatriate, to be recruited for the health services programme in the Governorate. Moreover, this committee will screen the personnel that is to be transferred from the old to the new hospital.

5. At the level of Basic Health Services, the direct responsibility for the Basic Health Services/Primary Health Care Programme rests with the Assistant Director General for BHS/PHC of the Dhamar Governorate. An expatriate public health specialist will act as counterpart. The heads of the Health Centres, including the Health Centre on the premises of the Dhamar hospital, will be responsible to

the Assistant Director General. Those in charge of the Primary Health Care Units and possible Dispensaries are responsible and will report to the heads of the Health Centres in their region. In case there is no such Health Centre, they will report directly to the Assistant Director General.

6. A Hospital Board will be established, consisting of the Medical Superintendent (chairman), the Deputy Medical Superintendent, the Hospital Administrator (member-secretary), the Matron, the Principal Tutor and the Assistant Director General for Basic Health Services.

7. In the preparatory phase of the programme the Director General for Health Services and the Programme Manager will draw up terms of reference for all the above-mentioned committees.

Article III

The Executive Authorities

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

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

Article IV

The Project-management

1. The final responsibility regarding the policy guiding the programme rests with the Yemen Executive Authority. The planning and implementation of the activities will be executed in collaboration between the both Executive Authorities.

2. For the time being the Director General for Health Services in the Governorate will bear direct responsibility for the training- and research activities. After a proper assessment of the situation and after due consultations with the Health Manpower Institute, the nomination of a special Governorate Training Officer will be considered.

3. The organizational pattern should be worked out in more details during the preparatory phase of the programme, and can be subject to alterations in accordance with optimal adaptation to circumstances and to rules and regulations. The same applies to the administration of both Yemen and Netherlands funds.

A separate document will be prepared by the Hospital Administrator and representatives of the mentioned Ministries in which the rules for

the financial administration for both Yemeni and Dutch funds will be stipulated. This document will be drafted during the preparatory phase both in Arabic and English language.

Article V

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 VI

The Plan of Operations

1. The Executive Authorities shall establish by common consent two-yearly Plans of Operations, stating in detail the contribution of either Party, the number and duties of the personnel, 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 includes an Operations Priority Scheme, a time-table and lists of equipment and materials to be supplied by either Party as well as an itemized budget of the contribution of the Netherlands Party. Itemized budgets of the contribution of the Yemen Party will have to be made annually, based on proposals made by the project-management.

2. The outline Plan of Operations covering the whole period of co-operation in respect of the programme, will be prepared by common consent of both Executive Authorities in the preparatory period of the programme.

3. The Plan of Operations shall form an integral part of this Administrative Arrangement.

4. The Plan of Operations may be amended by common consent between the Executive Authorities.

Article VII

Personnel

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

Article VIII

Equipment and Materials

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

Article IX

Reporting

The Director General for Health Services and the expatriate Programme Manager will both be responsible for a three-monthly report on all matters of substance in relation with the progress of the programme. This comprehensive report will be presented to both Executive Parties and will be written in Arabic as well as in English.

Article X

Review

1. Regular monitoring shall be performed by:
 - a. the Governorate's Steering Committee, on a regional level;
 - b. the Joint Working Group, on the allover progress of the programme.
2. Periodical evaluation will take place at least once a year, particularly when milestones in the programme's development are about to be reached.

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 on the date of signature by both Parties or when this Administrative Arrangement is

signed after 1 October 1981, it will have retroactive effect to 1 October 1981.

This Arrangement shall expire on the date on which the project has been completed in conformity with the provisions of this Arrangement and of the Plan of Operations, or on an earlier date, in case both Parties cannot reach an agreement as mentioned in Article I, paragraph 4, of this Arrangement.

DONE at Sana'a on the seventh day of November 1981 in two originals in the English language.

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

(sd.) MOHAMMED AHMED
 AL-KABAB
The Yemen Minister of Health

Het akkoord is op 7 november 1981 in werking getreden met terugwerkende kracht vanaf 1 oktober 1981.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 16 januari 1982 te Sana'a tussen de bevoegde Nederlandse en Jemenitische autoriteiten een administratief akkoord tot stand gekomen inzake een Centrum voor de productie van pootaardappelen. 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 the Yemen Arab Republic

and

Dr. Ahmed Ali Al-Hamdani, the Yemen 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 provisions of Article I of the Agreement on Technical Co-operation 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 "Seed Potato Production Centre" hereinafter referred to as "the Project".
2. The aim of the Project shall be the improvement of the production of high quality certified potato seed.
3. The aim will be achieved by:
 - production of certified seed through local farmers;
 - demonstration and application of improved cultural practises;
 - training and guidance of officers supervising the implementation of the quality control.

Article II

The contribution of the Netherlands Party

1. As its contribution to the Project the Netherlands Party undertakes:
 - to supply qualified personnel for an assignment in Yemen and to bear all expenses incurred by the personnel and their families;
 - to provide equipment (vehicles, machinery and tools) and bear the cost of its transportation (including insurance) to the most suitable port or airport in Yemen;
 - to provide the funds for the construction of accommodation for the Netherlands personnel;
 - to bear 50% of the cost of the pavement of the feeder road connecting the Project site with the road Dhamar-Sana'a, as well as the full cost of one locally recruited qualified secretary;
 - to provide fellowships for Yemen staff to be trained outside the Yemen Arab Republic;
 - to provide credit funds for up to a total of 300,000.- Netherlands guilders;
 - to provide, if necessary, technical support from the Netherlands.
2. The value of the technical assistance contribution by the Netherlands Party shall not exceed 5,000,000.- Netherlands guilders.

3. In addition to the sum for technical assistance specified in the previous paragraph, the Netherlands Party has made available for the implementation of the Project the sum of 5,450,000.- Netherlands guilders to be used for the establishment of the coldstore, including office, workshop, greenhouse and laboratory, and the purchase of basic seed and containers.

Article III

The contribution of the Yemen Party

As its contribution to the Project the Yemen Party undertakes:

- to provide the Netherlands personnel with a sufficient number of qualified counterparts, skilled and unskilled assistants, and bear the cost of their salaries, allowances, emoluments and other rights and to bear the cost of transport to and from the Project site;
- to make available lands for the centre and for production and research (covering not less than 12 ha.) and to bear any charge tax, levy or duty to it, and the cost of any compensation for expropriation;
- to bear 50% of the cost of road pavement, mentioned in article II.1 of this arrangement;
- to bear the cost of transporting and insuring the equipment provided by the Netherlands Party from the port of arrival in Yemen to its final destination;
- to provide funds for transport of project personnel;
- to bear the cost of fuel, maintenance, insurance and repairs of equipment and materials supplies by either Party;
- 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 Department Asia and Multi-lateral 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 personnel.

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 and the financial transactions regarding all funds. This includes that both the project-manager and the co-manager will sign all pertinent documents.

The project-manager shall have first responsibility for project affairs and the task of putting high emphasis on the training of the co-manager.

2. The project-manager shall be responsible to the Netherlands Executive Authority for the implementation of the Netherlands contribution. He shall inform the co-manager about the extent of this contribution, so that the co-manager is aware of the actual cost of running the Project.

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

4. All correspondence regarding important decisions and all financial documents will be jointly signed by the project-manager and the co-manager.

Article VI

Delegation

Each of the Executive Authorities shall be entitled to delegate to 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 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 personnel, 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 includes an Operations Priority Scheme, a time-table and lists of equipment and materials to be supplied by either Party as well as an itemized budget of the contribution of the Netherlands Party.

Itemized budgets of the contribution of the Yemen Party will have to be made annually, based on proposals made by the project-management.

2. The Plan of Operations shall form an integral part of this administrative arrangement.

3. The Plan of Operations may be amended by common consent between the Executive Authorities.

Article VIII

Personnel

The personnel 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 seed provided by the Netherlands Party.

2. All buildings, equipment, supplies and/or funds provided by the Netherlands Party for the Project 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 half-yearly report in English on the progress made in execution of the Project, taking into account existing guidelines of both Executive Authorities concerning format.

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 1981 the Executive Authorities shall evaluate the results of the Project reached so far.

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 31 December 1983.

DONE at Sana'a on the 16th January 1982, in two originals in the English language.

(sd.) C. J. VAN TOOREN (sd.) AHMED ALI AL-HAMDANI
For the Netherlands Minister The Minister of Agriculture.
for Development Co-operation,

Het akkoord is op 16 januari 1982 in werking getreden.

In overeenstemming met artikel 60, tweede lid, van de Grondwet zijn het op 20 november 1980 te Sana'a tot stand gekomen administratief akkoord inzake een project voor de plattelandsontwikkeling in het district Rada, het op 2 februari 1981 te Sana'a tot stand gekomen administratief akkoord inzake een onderzoek naar de waterbronnen in de kustvlakte van Tihama en het op 5 april 1980 te Sana'a tot stand gekomen administratief akkoord inzake het toezicht op de bevoeiingswerken in de Wadi Rima medegedeeld aan de Eerste en de Tweede Kamer der Staten-Generaal bij brieven van 8 januari 1982.

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

Uitgegeven de *veertiende* mei 1982.

De Minister van Buitenlandse Zaken,
M. VAN DER STOEL