

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1983 Nr. 15

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 en *Trb.* 1982, 56.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 1 april 1982 te Sana'a tussen de bevoegde Nederlandse en Noord-Jemenitische autoriteiten een administratief akkoord tot stand gekomen inzake de ontwikkeling van de stad 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 the Chargé d'Affaires of the Netherlands in the Yemen Arab Republic, Mr. C. J. van Tooren,
and

the Yemen Minister of Municipalities and Housing, Mr. Mohamed Jaghman, 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 Rada Urban Development Project,

Having regard to the provisions 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 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 "Rada Urban Development Project", hereinafter referred to as "the Project".

2. The purpose of the Project is to assist the Government of the Yemen Arab Republic in the planning of the urban development of the town of Rada in accordance with the Government's policy to strengthen Rada town as a regional centre.

3. The purpose will be achieved by:

3.1. Preparation of a comprehensive urban plan, including a Masterplan for the town of Rada.

3.2. Preparing, in the framework of the Masterplan, project descriptions by setting up studies and preparing preliminary designs with preliminary cost-estimates, for:

- a. Improvement of garbage collection and garbage dumping;
- b. Improvement and extension of drainage and sewerage facilities;
- c. Improvement and rehabilitation of water supply and storage system;
- d. Improvement and extension of the power supply network;

e. Improvement and extension of the road network.

3.3. Preparing studies regarding:

- a. Improvement of a number of public facilities, such as for instance parks, playgrounds, public squares and public toilets;
- b. Guidelines for location and lay-out of a new slaughter house and meat market.

3.4. Designing the institutional framework with regard to the above mentioned municipal matters, including necessary training programmes and recommending on its implementation, taking into account the relevant existing national policies in those fields.

3.5. Investigate the present and future functioning of Rada town as a regional centre and drawing up recommendations to strengthen this regional function.

4. The aforesaid co-operation between the two Parties is planned to last 12 months.

Article II

The contribution of the Netherlands Party

1. The Netherlands Party will provide:
 - a. A team of experts up to a total number of 23 manmonths;
 - b. The cost of their housing, living and travel;
 - c. A local secretary who can type English;
 - d. Two cars for project transport;
 - e. Simple blue-print and photocopying facilities, two drawing-tables, drawing materials and two English typewriters;
 - f. Facilities for typing and printing of the final project report.
2. The value of the Netherlands contribution shall not exceed the amount of Dfl. 745,000.-.

Article III

The contribution of the Yemen Party

1. The Yemen Party will provide:
 - a. A supporting team up to a total number of at least 35 manmonths, consisting of a part-time project director and, if possible, two full-time counterparts and two draftsmen, one driver and a part-time secretary for Arabic typing as supporting staff.

The Yemen Party will also provide:

- b. All documents, reports, maps, aerial photographs and other relevant information, required for project use;
 - c. Typing and printing facilities for inception, interim, draft final and progress reports;
 - d. Office space for at least five persons;
 - e. Desks, chairs, cupboards and other basic office equipment to furnish these offices;
 - f. Two Arabic-English interpreters;
 - g. Surveyors for the socio-economic and other surveys;
 - h. One project car with driver for a period of one month.
2. The value of the Yemen contribution is estimated at YR 385,000,-.

Article IV

The Executive Authorities

1. The Netherlands Party shall appoint the Directorate General for International Co-operation of the Ministry of Foreign Affairs as the Netherlands Executive Authority in charge of the Project. The Netherlands Executive Authority shall be represented in Yemen as far as the daily operations under the Project are concerned by the project manager, and in his absence by the team-leader, who are to be appointed from among the Netherlands personnel.

2. The Yemen Party shall appoint the Ministry of Municipalities and Housing as the Yemen Executive Authority in charge of the implementation of the Project. The Yemen Executive Authority shall be represented in as far as the daily operations under the Project are concerned by the part-time Project Director, who is to be appointed from the office of the Deputy Minister for Technical Affairs of the Ministry of Municipalities and Housing.

Article V

The Project management

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

2. The Netherlands Project Manager and in his absence the team-leader 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 their duties and of the technical assistance to be given.

3. The Yemen Executive Authority shall timely provide the Project Manager and team-leader with any relevant information that both consider reasonably necessary for the efficient execution of operations in the Project.

Article VI

Delegation

Each of the Executive Authorities shall be entitled to delegate under 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 Plan of Operations

1. The Executive Authorities shall establish by common consent a Plan of Operations, giving a project description including a definition of the project area, stating the contribution of either party, the number of staff and their job descriptions, the description of the equipment and materials to be made available.

The Plan of Operations shall be based on the Reconnaissance Mission Report of the Rada Urban Development Project, September 1980, and take into account the letter no. 681 of the Deputy Minister for Technical Affairs of the Ministry of Municipalities and Housing with comments of the Yemen Party on the Reconnaissance Mission Report.

The Plan of Operations shall include a budget of the contribution of either party, a bar-chart for both Yemen and Netherlands personnel and a time-table of activities.

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

3. The Plan of Operations may be amended in common agreement between the Executive Authorities.

Article VIII

Status of the Netherlands personnel

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

Article IX

Status of the Netherlands equipment and materials

The provisions of Article V of the Agreement shall be applicable to the importation and exportation of the Netherlands equipment and materials for the Project.

Article X

Reporting

The Project Management will submit the following reports in the English language to both Executive Authorities:

1. An inception report, one and a half month after the start of the project in the Yemen Arab Republic on 1 November 1981, comprising preliminary findings and recommendations on changes - if any - in project objectives, organisation, timing and activities.

2. An interim report, within four months after the start of the project, presenting alternative urban development plans, a first analysis of socio-economic findings and a description of the present and future role and functions of Rada town within the region.

3. A draft final report, within seven months after the start of the project.

4. A final report, one month after review of the draft final report by the Yemen and Netherlands Executive Authorities.

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 to September 20, 1981, on the date of signature by both Parties. This Administrative Arrangement shall expire at the end of the period mentioned in Article 1, paragraph 4, 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 Plan of Operations, whichever date is the later.

DONE at Sana'a on the first day of April 1982 in two originals in the English language.

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

*The Yemen Minister of
Municipalities and
Housing*
(sd.) M. JAGHMAN

Het akkoord is op 1 april 1982 in werking getreden, met terugwerkende kracht tot 20 september 1981.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 16 september 1982 te Sana'a tussen de bevoegde Nederlandse en Noord-Jemenitische autoriteiten een administratief akkoord tot stand gekomen inzake een schatting van de watervoorraden in de Arabische Republiek Jemen. 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 I 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 Assessment Yemen Arab Republic" (WRAY-I), hereinafter referred to as "the Project".

2. The aim of the Project is:

- providing a significant contribution to the Department of Hydrology's capability regarding water resources assessment;

- initiating a systematic regional water resources assessment program in the Yemen Arab Republic, which is considered to be a basic requirement for adequate water resources use and management.

3. The aforesaid co-operation between the two Parties is planned to last 40 months.

Article II

The contribution of the Netherlands Party

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

a. To make available qualified advisers (125 manmonths) in Yemen:

- to advise regarding the planning and execution of the project activities;

- to instruct the Yemeni graduates and technicians regarding the application, use and maintenance of the equipment, the interpretation and evaluation of all geological, geophysical, geohydrological and hydrological data obtained;

- to assist in the execution of activities, the evaluation of data and the draft of the technical reports.

b. To provide eight vehicles, geophysical, geohydrological and hydrological equipment.

c. To organize and finance 25 manmonths fellowship-training (two professionals and one technician).

2. The value of the technical assistance contribution by the Netherlands Party shall not exceed 4,500,000.- 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 1,600,000.- Netherlands guilders to be used for drilling contracts.

Article III

The contribution of the Yemen Party

As its contribution to the Project the Yemen Party undertakes:

- To provide 8 full-time professionals, 12 full-time technicians and other personnel according to the Plan of Operations mentioned in Article VII of this Arrangement;
- To provide office facilities, storage, instrument workshop and mechanical workshop;
- To provide the required funds for personnel and operational costs (running cost of vehicles, allowances, rent for resthouse/office at project areas and miscellaneous costs) according to the Plan for Operations mentioned in Article VII of this Arrangement.

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 Yemen as far as the daily operations under the Project are concerned by the co-project manager, 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 management

1. The Project Management, consisting of the Netherlands co-project manager mentioned in Article IV.1 of this Arrangement, and a Yemeni co-project manager appointed by the Yemen executive authority, will be jointly responsible for the implementation of the project.

2. The Netherlands co-project manager shall be responsible to the Netherlands executive authority for the implementation of the Netherlands contribution. He shall have first responsibility for project affairs and the task of putting high emphasis on the training of the Yemeni co-project manager.

3. The Yemen executive authority shall provide the project management with any information that may be considered necessary for the efficient execution of operation within the framework of 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 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 and the duration of their stay abroad. The Plan of Operations shall include an itemized budget of the contribution of either Party, a schedule of activities and time schedules of participants of either Party.

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 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

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

Article X

Reporting

The co-project managers shall submit in mutual agreement to both Executive Authorities quarterly progress reports and, according to schedule, an interim and final technical report of both project areas.

Article XI

Evaluation

The Executive Authorities shall jointly evaluate the results of the Project each year.

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 with retro-active effect to 1 April 1982, on the date of signature by both parties and shall expire at the end of the period mentioned 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 later.

DONE at Sana'a on the 16th day of September 1982 in two originals in the English language.

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

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

Het akkoord is op 16 september 1982 in werking getreden, met terugwerkende kracht tot 1 april 1982.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 21 oktober 1982 te Sana'a tussen de bevoegde Nederlandse en Noord-Jemenitische autoriteiten een administratief akkoord tot stand gekomen inzake het beheer van gemeentelijke slachthuizen en vleesmarkten. 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 of the Netherlands in the Yemen Arab Republic,

and

His Excellency, Mr. M. Jaghman, the Yemen Minister of Municipalities and Housing, 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 „Management of Municipal Slaughterhouses and Meatmarkets”, hereinafter referred to as “the Project”.

2. The aims of the Project shall be to improve the hygiene and sanitary conditions under which meat is slaughtered and marketed and to increase export earnings by improving the quality of hides and skins.

3. These aims shall be achieved by:

– establishing an effective institution for managing the slaughterhouses, meat markets, meat distribution system and perhaps the municipal livestock markets as well under the aegis of the Ministry of Municipalities;

- managing the start-up of operations on a commercial basis;
 - training and handing over responsibility to Yemeni management and key staff;
 - improving methods, techniques and hygiene standards in the slaughtering and butchering process.
4. The afore-said co-operation between the two Parties is planned to last 3 years.

Article II

The contribution of the Netherlands Party

1. As its contribution to the Project the Netherlands Party undertakes:
- to train counterparts outside Yemen;
 - to set up a management organization;
 - to start the operation of the slaughterhouses.
2. The value of the contribution by the Netherlands Party shall not exceed the amount of Dfl. 3,400,000.-.

Article III

The contribution of the Yemen Party

1. As its contribution to the Project the Yemen Party undertakes:
- to provide for capital expenditure;
 - to establish a temporary working fund;
 - to provide funds for permanent supply of piped water to Taiz and Hodeidah slaughterhouses.
2. The value of the Yemen contribution is estimated at YR 5,180,000,-.

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 Netherlands Team Leader.

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

Article V

The Project-management

1. The Project-management, consisting of the Team Leader mentioned in Article IV, paragraph 1, of this Arrangement, and the Co-manager appointed by the Yemen Executive Authority, shall be jointly responsible to the Yemen Executive Authority for the implementation of the Project.

2. The Team Leader 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 within the framework of the Project.

4. The Project-management will be responsible for the day-to-day conduct of business along agreed policy lines.

In particular:

- Moneys generated by the Project will be retained within the Project and day-to-day expenditures will be under the control of members of executive management within the authorized limits assigned to them;
- recruitment, salary-scales and disciplinary action for personnel.

The accounts of the Project will be kept in a proper manner and will be subject to annual inspection by independent auditors.

Article VI

Delegation

Each of the Executive Authorities, mentioned in Article IV, 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

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 shall include 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.

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.

Article XI

Equipment and materials

1. 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.

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 quarterly report in the English language on the progress made in execution of the Project. On termination of the Project the Project-management shall submit to all Parties involved a final report in the English language on all aspects of the work done in connection with the Project.

Article XI

Review

After termination of the Project the Executive Authorities shall evaluate the results 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, with retroactive effect to 1 May 1982, on the date of signature by both Parties and shall expire at the end of the period mentioned in Article I, paragraph 4, 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 later.

DONE at Sana'a on 21 October 1982, in two originals in the English language.

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

The Yemen Minister
of Municipalities
and Housing:
(sd.) M. JAGHMAN

Het akkoord is op 21 oktober 1982 in werking getreden, met terugwerkende kracht tot 1 mei 1982.

In overeenstemming met artikel 60, tweede lid, van de Grondwet zijn het op 7 november 1981 te Sana'a tot stand gekomen akkoord inzake een Programma voor de gezondheidszorg in de provincie Dhamar en het op 16 januari 1982 te Sana'a tot stand gekomen akkoord inzake een Centrum voor de produktie van pootaardappelen (teksten in rubriek J van *Trb.* 1982, 56) medegedeeld aan de Eerste en de Tweede Kamer der Staten-Generaal bij brieven van 9 juli 1982.

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

Uitgegeven de zeventiende januari 1983.

De Minister van Buitenlandse Zaken,
H. VAN DEN BROEK