

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1984 Nr. 103

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, *Trb.* 1982, 56, *Trb.* 1983, 15 en *Trb.* 1984, 20.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Sana'a op 27 november 1983 tussen de bevoegde Nederlandse en Noord-Jemenitische autoriteiten een administratief akkoord tot stand gekomen inzake het aardbevingsproject Dhamar. De tekst van het akkoord luidt als volgt:

Administrative Arrangement

The Netherlands Minister for Development Cooperation, 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 Kingdom of the Netherlands in the Yemen Arab Republic, Mr. J. J. de Roos, and the Director of the Executive Office for Reconstruction, Mr. Ahmed Muhammed Luqman, being the competent Yemen Authority for the purpose of this Administrative Arrangement, hereinafter referred to as the "Yemen Party",

Having decided to cooperate in the "Dhamar Aided Self Help Reconstruction Project",

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 "Dhamar Aided Self Help Reconstruction Project", hereinafter referred to as the "Project".
2. The aim of the Project is: to reconstruct houses which were damaged or destroyed by the earthquake of December 1982.
3. The aforesaid cooperation between the two Parties is planned to last two years and three months.

Article II

The Netherlands Contribution

1. The Netherlands Party shall make the following contributions to the Project:
 - to provide a team of experts, up to a total of 114 manmonths;
 - to provide transport equipment;
 - to provide materials and equipment for the project office and staff housing;
 - to provide training facilities;
 - to provide building materials.
2. The total expenses of the abovementioned Netherlands

contribution shall not exceed the amount of Dfl 5,000,000.-. In this amount is not included a sum of European Accounting Units 2,550,000.- which is to be provided by the European Communities and will be channeled through the Netherlands Executive Authority.

Article III

The Yemen Contribution

1. The Yemen Party shall make the following contributions to the Project:

- to provide the necessary counterpart staff members;
- to provide the land on which the project office will be built.

2. The value of the Yemen contribution is estimated at YR 700,000,-.

Article IV

The Executive Authorities

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

2. The Yemen Party shall appoint the Executive Office for Reconstruction as the Yemen Executive Authority in charge of the implementation of the Project.

3. The abovementioned Netherlands Executive Authority shall be represented in the Yemen Arab Republic as far as the day to day operations of the Project are concerned, by the Netherlands Team Leader.

Article V

Delegation

Each of the Executive Authorities, mentioned in Article IV, shall be entitled to delegate under its own responsibility, partly or entirely its duties in connection with the Project to a third Party. In doing so the Executive Authorities shall inform each other in writing of the names or institutions delegated and of the extent of such delegation.

Article VI

The Team Leader

The Netherlands Team Leader shall be responsible to the Netherlands

Executive Authority for the correct implementation of the Netherlands contribution. The Team Leader shall act in close consultation with the Yemen Executive Authority and respect the operational instructions given by the said Authority to the Yemen personnel. The Yemen Executive Authority shall provide the Team Leader with any information that may be considered necessary for the execution of the Project.

Article VII

Project Document

1. The Executive Authorities shall establish by common consent a Project Document indicating in detail the contribution of either Party, the number of Netherlands staff members and their job descriptions, the duration of their stay on the Project and a description of the equipment and materials to be made available. The Project Document shall include a budget concerning each item of the contribution of either Party, a time table and lists of equipment and materials to be supplied by either Party.

2. The Project Document shall form an integral part of this Administrative Arrangement.

3. The Project Document may be amended by the Executive Authorities in common agreement.

Article VIII

Status of the Netherlands staff

The Netherlands Staff to this Project shall enjoy the privileges and immunities, mentioned in the Articles 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 Netherlands Team Leader shall submit quarterly reports in the English language on the progress made on the execution of the Project

to both Executive Authorities. At the termination of the Project the Team Leader shall submit to all parties concerned a final report in the English language on all aspects of the work done in connection with the Project.

Article XI

Evaluation

The Executive Authorities shall have the Project evaluated in May 1984, February 1985 and November 1985.

Article XII

Settlement of Disputes

Any dispute concerning the interpretation or implementation of this Administrative Arrangement which cannot be settled in consultation between both Parties shall be referred to the respective Governments in a way to be decided upon by the latter.

Article XIII

Entry into force and duration

This Administrative Arrangement shall enter into force with retroactive effect to 1 November 1983, 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 Project Document, whichever date is the later.

DONE at Sana'a on 27 November 1983, in two originals in the English language.

For the Netherlands Minister for Development Cooperation:

(sd.) J. J. DE ROOS

J. J. de Roos

*The Director of the Executive Office for Reconstruction
and Minister of Municipalities and Housing:*

(sd.) AHMED MUHAMMED LUQMAN

Ahmed Muhammed Luqman

Het akkoord is op 27 november 1983 in werking getreden, met terugwerkende kracht vanaf 1 november 1983.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Sana'a op 11 februari 1984 tussen de bevoegde Nederlandse en Noord-Jemenitische autoriteiten een administratief akkoord tot stand gekomen inzake het Centrum voor technisch onderwijs in Rada. De tekst¹⁾ van het akkoord luidt als volgt:

Administrative Arrangement

District Training Centre Rada

The Netherlands Minister for Development Cooperation, 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. J. J. de Roos, Chargé d'Affaires a.i. of the Kingdom of the Netherlands in the Yemen Arab Republic, and the Minister of Education 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 "District Training Centre Rada", hereinafter referred to as the "Project".

2. The aims of the Project are to contribute to the economic development of the region and to increase the self reliance both on an individual level and on the level of the community.

3. These aims will be achieved by establishing a District Training Centre in Rada in order to increase the technical skills and literacy level among the population in the Rada region.

4. The aforesaid cooperation between the two Parties is planned to last two years.

¹⁾ De Arabische tekst is niet afgedrukt.

Article II

The Contribution of the Netherlands Party

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

- to supply an adviser and possibly volunteers;
- to provide equipment, including a mobile training unit and a Project car;
- to provide teaching materials;
- to finance the running costs of the Project car and the per diem allowances for the training of teachers.

2. The value of the Netherlands contribution shall not exceed the amount of Dfl. 927,100.-.

Article III

The Contribution of the Yemen Party

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

- to provide a site for the building and to construct the building;
- to provide equipment;
- to finance the running costs of the Centre and of the mobile training unit.

2. The value of the contribution of the Yemen Party is estimated at an amount of YR 1,722,000.-.

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. The Netherlands Executive Authority shall be represented in the Yemen Arab Republic as far as the daily operations under the Project are concerned by the Netherlands Project Manager.

2. The Yemen Party shall appoint the Department of Non Formal Education of the Ministry of Education as the Yemen Executive Authority in charge of the implementation of the Project.

Article V

Adviser to the Director

1. The Netherlands Adviser shall be responsible to the Netherlands

Executive Authority for the implementation of the Netherlands contribution.

2. The Yemen Executive Authority shall provide the Yemen Director and the Netherlands Adviser with any information that may be considered necessary for the efficient execution of operations within the framework of 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 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 Operation

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 a time table as well as an itemized budget of the contribution 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 agreement 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 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 Yemen Director and the Netherlands Adviser shall together submit to both Executive Authorities quarterly reports in the English language on the progress made in the execution of the Project. On the termination of the Project the Yemen and the Netherlands Project Manager shall together 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

During the execution of the Project the Executive Authorities shall evaluate after 18 months 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 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 Plan of Operations, whichever date is the later.

DONE at Sana'a on 11th February 1984, in two originals in the Arabic and English language.

For the Netherlands Minister for Development Cooperation:

(sd.) J. J. DE ROOS

J. J. de Roos

The Minister of Education of the Yemen Arab Republic:

(sd.) ABD AL WAHID AZIZ AL ZENDANI

Abd al Wahid Aziz al Zendani

Het akkoord is op 11 februari 1984 in werking getreden.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Sana'a op 11 februari 1984 tussen de bevoegde Nederlandse en Noord-Jemenitische autoriteiten een administratief akkoord tot stand gekomen inzake het Informele opleidingscentrum voor vrouwen in Rada. De tekst¹⁾ van het akkoord luidt als volgt:

Administrative Arrangement

Non Formal Educational Centre for Women in Rada

The Netherlands Minister for Development Cooperation, 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. J. J. De Roos, Chargé d'Affaires a.i. of the Kingdom of the Netherlands in the Yemen Arab Republic, and the Minister of Education 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:

¹⁾ De Arabische tekst is niet afgedrukt.

Article I

The Project

1. The two Parties shall jointly carry out a Project, entitled "Non Formal Educational Centre for Women in Rada", hereinafter referred to as the "Project".

2. The aim of the Project shall be the integration of women in the development process of the Yemen Arab Republic in accordance with the Islamic principles.

3. The aim shall be achieved by:

- building a centre for women education in Rada;
- creating a programme of varied activities based on the needs of the women in Rada;
- making available a senior specialist and teachers;
- providing funds for the running costs of the Centre;
- providing a motor vehicle for the execution of the Project.

4. The aforesaid cooperation between the two Parties is planned to last two years.

Article II

The Contribution of the Netherlands Party

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

- to supply a qualified senior specialist for an assignment in the Yemen Arab Republic in collaboration and consultation with the Yemeni side and to bear all expenses incurred by the specialist and his/her family;

- to provide equipment (sewing machines, typing machines, kitchen equipment) and to bear the cost of its transportation (including insurance) to the most suitable port or airport in the Yemen Arab Republic;

- to provide funds for the construction of the Centre;
- to provide furniture for the Centre;
- to provide funds for purchasing a motor vehicle and to bear the costs of transportation;
- to provide, if necessary, technical support from the Netherlands.

2. The value of the contribution by the Netherlands Party shall not exceed the amount of Dfl 700,000.-.

Article III

The Contribution of the Yemen Party

1. As its contribution to the Project the Yemen Party undertakes:
 - the appointment of a Yemeni female Director;
 - to provide funds for the construction of the Centre;
 - to make available land for the Centre;
 - to bear the cost of salaries of the teachers, supervisor, guard and driver;
 - to bear the cost of additional furniture and equipment;
 - to bear the cost of stipends of teachers trainees;
 - to bear the cost of the maintenance of the building;
 - to bear the cost of a children's school;
 - to commit yearly an estimated amount of YR 200,000.– on behalf of the continuation of the Centre after the conclusion of the Project;
 - in general to take all measures which will facilitate the operation between the two Parties.
2. The value of the Yemen contribution is estimated at YR 490,000.–.

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. The Netherlands Executive Authority shall be represented in as far as the daily operations under the Project are concerned by the senior specialist funded by the Netherlands.
2. The Yemen Party shall appoint the Ministry of Education of the Yemen Arab Republic 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 Yemeni female Director and the senior specialist mentioned in Article IV, Paragraph 1 of this Arrangement, shall be jointly responsible to the Yemen Executive Authority for the implementation of the Project.
2. The senior specialist 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.

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 IX

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 Arabic and English language on the progress made in the execution of the Project. On the 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 upon 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 Plan of Operations, whichever date is the later.

DONE at Sana'a on 11th February 1984, in the Arabic and English language.

For the Netherlands Minister for Development Cooperation:

(sd.) J. J. DE ROOS
J. J. de Roos

The Minister of Education of the Yemen Arab Republic:

(sd.) ABD AL WAHID AZIZ AL ZENDANI
Abd al Wahid Aziz al Zendani

Het akkoord is op 11 februari 1984 in werking getreden.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Sana'a op 21 mei 1984 tussen de bevoegde Nederlandse en Noord-Jemenitische autoriteiten een administratief akkoord tot stand gekomen inzake het Project voor grasland- en veeteeltverbetering. De tekst van het akkoord luidt als volgt:

Administrative Arrangement

Range and Livestock Improvement Project

The Netherlands Minister for Development Cooperation, 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. J. J. De Roos, Chargé d'Affaires a.i. of the Kingdom of the Netherlands in the Yemen Arab Republic, and the Minister of Agriculture and Fisheries 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 "Range

and Livestock Improvement Project", hereinafter referred to as the "Project".

2. The aims of the Project are to conceive, formulate and execute village conservation programmes that will effectively conserve the natural resources of soil, water and vegetation and thereby improve agricultural production and village life and to obtain increased livestock production on the short term.

3. The aims will be achieved by:

- establishment of an administratively viable Natural Resources Centre;
- trained personnel who will be competent to perform the responsibilities of natural resources officers;
- a programme for acquiring basic knowledge of the natural resources of the Yemen Arab Republic;
- programmes, procedures and materials for information transfer at village level;
- conservation practices usable at village level with emphasis on soil, vegetation, animals and water;
- accepting methods of improving village livestock production;
- establishment of a livestock production/research unit.

4. The aforesaid cooperation between the two Parties is planned to last 2½ years.

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 the Yemen Arab Republic and to bear all expenses incurred by the personnel and their families;
- to provide capital expenditures such as buildings, machinery, vehicles and livestock;
- to bear a part of the operating costs of the Project;
- to provide training facilities.

2. The value of the contribution by the Netherlands Party shall not exceed Dfl 3,200,000.-. This includes Dfl 0.5 million of a previous project phase.

Article III

The Contribution of the Yemen Party

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

– to provide the expatriate personnel with a sufficient number of qualified counterparts, to bear the cost of their salaries, allowances, emoluments and other rights;

– to bear a part of the operating costs of the Project;

– to provide land, buildings and facilities required by the Project;

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

2. The value of the contribution by the Yemen Party shall not exceed the equivalent of YR 3 million.

Article IV

The Executive Authorities

1. The Netherlands Party shall appoint the Directorate General for International Cooperation 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 the Yemen Arab Republic as far as the daily operations under the Project are concerned by the Project Manager.

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

Article V

The Project Manager

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

2. The Yemen Executive Authority shall provide the Project Manager with any information that may be considered necessary for the efficient execution of operations 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 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 shall include an Operations Priority Scheme, a time table as well as an itemized budget of the contribution of either Party.

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

3. The Plan of Operations may be amended by common agreement 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 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 Manager shall submit to both Executive Authorities quarterly reports in English on the progress made in the execution of the Project. On the termination of the Project the Project Manager 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

Eighteen months after the starting of the Project 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, with retro-active effect to 1 July 1983, 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 Plan of Operations, whichever date is the later.

DONE at Sana'a on May 21, 1984 in two originals in the English language.

For the Netherlands Minister for Development Cooperation:

(sd.) J. J. DE ROOS

J. J. de Roos

The Minister of Agriculture and Fisheries of the

Yemen Arab Republic:

(sd.) AHMED ALI AL HAMDANI

Dr. Ahmed Ali Al Hamdani

Het akkoord is op 21 mei 1984 in werking getreden, met terugwerkende kracht vanaf 1 juli 1983.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Sana'a op 30 mei 1984 tussen de bevoegde Nederlandse en Noord-Jemenitische autoriteiten een administratief akkoord tot stand gekomen inzake een project betreffende gezondheidsverbetering en vuilophaal in Hodeidah. De tekst van het akkoord luidt als volgt:

Administrative Arrangement

Hodeidah Health Improvement and Waste Disposal Project

The Netherlands Minister for Development Cooperation, 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. J. J. de Roos, Chargé d'Affaires a.i. of the Kingdom of the Netherlands in the Yemen Arab Republic, and the Minister of Municipalities and Housing 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 "Hodeidah Waste Collection and Disposal Division", hereinafter referred to as the "Project".

2. The aim of the Project which is an integral part of the Project "Hodeidah Health Improvement and Waste Disposal Project", is to contribute to the improvement of the health of the population of the city of Hodeidah, and especially of the environmental health in the city.

3. This aim will be achieved by establishing within the Municipality an efficient and effective organization for the collection and disposal of solid household, commercial and industrial waste, and by involving the population in environmental sanitation through a re-organization of the activities of the existing team of health inspectors.

4. The aforesaid cooperation between the two Partners is planned to last three years from 1 January 1984.

Article II

The Contribution of the Netherlands Party

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

- To supply a qualified Project Manager and Public Health Expert for an assignment in the Yemen Arab Republic and to bear all expenses incurred by this personnel and their families (Technical Assistance).
- To supply the management consultancy services, first year.
- To bear the costs of the construction of the workshop and other buildings with ancillary equipment, as specified in the budget (Financial Assistance).
- To bear part of the costs of equipment and rolling stock to be imported from abroad, as specified in the budget (Financial Assistance).
- To make available training facilities (Technical Assistance).
- To supply consultants for missions (Technical Assistance).

2. The value of the Netherlands contribution amounts to Dfl 943,000,- technical assistance and an estimated amount of Dfl 7,774,000,- financial assistance. Moreover, training of Yemeni project staff in other Arab countries will be financed out of part of the existing funds of the Training and Education in the Region Project.

Article III

The Contribution of the Yemen Party

1. As its contribution to the Project the Yemen Party undertakes:
 - To supply sites for the workshop and annexes and the sanitary landfill.
 - To supply the containers, to be purchased in the Yemen Arab Republic, in the earliest possible stage of the Project, as completion of the supply of rolling stock will be made dependent on availability of sufficient containers.
 - To arrange for management of consultancy services, second year.
 - To bear part of the costs of equipment and rolling stock to be imported from abroad, as specified in the budget.
 - To supply a sufficient number of staff and counterparts and to bear the costs of their salaries, allowances and emoluments.
2. The value of the contribution of the Yemen Party is estimated at YR 7,823,000.-. Moreover, the Yemen Party will bear the operational expenses of the Project.

Article IV

The Executive Authorities

1. The Netherlands Party shall appoint the Directorate General for International Cooperation 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 the Yemen

Arab Republic as far as the daily operations under the Project are concerned by the Netherlands Project Manager.

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.

Article V

The Project Manager

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

2. The Yemen Executive Authority shall provide the Yemen and Netherlands Project Manager with any information that may be considered necessary for the efficient execution of operations within the framework of 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 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 and before the end of this year 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 in the Yemen Arab Republic and a description of the equipment and materials to be made available. The Plan of Operations shall include a time table as well as an itemized budget of the contribution 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 agreement 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 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 Yemen and Netherlands Project Manager shall together submit to both Executive Authorities quarterly reports in English and as far as required Arabic on the progress made in the execution of the Project.

On the termination of the Project the Yemen and Netherlands Project Manager shall together submit to all Parties involved a final report in English and in Arabic on all aspects of the work done in connection with the Project.

Article XI

Review

During the execution of the Project the Executive Authorities shall evaluate after 18 months 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 on the date of signature by both Parties, with a retro-active effect to 1 January 1984, 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 Plan of Operations, whichever date is the later.

DONE at Sana'a on 30 May, 1984 in two originals in the English language.

For the Netherlands Minister for Development Cooperation:
the Chargé d'Affaires a.i. of the
Kingdom of the Netherlands,
(sd.) J. J. DE ROOS
J. J. de Roos

*The Minister of Municipalities and
Housing of the Yemen Arab Republic,*
(sd.) AHMED MUHAMMED LUQMAN
Ahmed Muhammed Luqman

Het akkoord is op 30 mei 1984 in werking getreden, met terugwerkende kracht vanaf 1 januari 1984.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Sana'a op 29 juli 1984 tussen de bevoegde Nederlandse en Noord-Jemenitische autoriteiten een administratief akkoord tot stand gekomen inzake het beheer van gemeentelijke slachthuizen en vleesmarkten, phase II. De tekst van het akkoord luidt als volgt:

Administrative Arrangement

The Netherlands Minister for Development Cooperation, 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. J. J. de Roos, Chargé d'Affaires a.i. of the Kingdom of the Netherlands in the Yemen Arab Republic, and His Excellency, the Minister of Municipalities and Housing 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",

Having successfully cooperated in the "Management of Municipal Slaughterhouses and Meatmarkets Project", Phase I,

Have decided to extend their cooperation in the "Management of Municipal Slaughterhouses and Meatmarkets Project" and therefore starting now Phase II,

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, Phase II", hereinafter referred to as the "Project".

2. The aims of the Project are to improve the hygiene and sanitary conditions under which animals are slaughtered and meat is marketed beginning in the three towns of Sana'a, Taiz and Hodeidah and extending later perhaps to Dhamar 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, meatmarket, meat distribution system and possibly the municipal livestock markets as well under the aegis of the Ministry of Municipalities and Housing;
- managing the start of operations on a commercial basis;
- training and handing over of responsibility to the Yemeni management and key staff;
- improving methods, techniques and hygiene standards in the slaughtering and butchering process.

4. The aforesaid cooperation between the two Parties is planned to last one year and nine months.

Article II

The Contribution of the Netherlands Party

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

to deliver and install the following items:

- water treatment plant at Taiz slaughterhouse

- additional equipment at Taiz, Hodeidah and Sana'a
 - rehabilitation and completion of the meatmarkets
 - dry-rendering plant
- to continue management and other technical assistance:
- extension of present management team of Phase I
 - design and supervision Taiz and Sana'a water treatment
 - design, supervision and management for dry-rendering plant
 - management assistance for Dhamar slaughterhouse
 - training of Yemeni counterparts both on the job as well as abroad.
2. The value of the contribution by the Netherlands Party shall not exceed the amount of Dfl 8,250,000.- excluding a possible balance from Phase I.

Article III

The Contribution of the Yemen Party

1. As its contribution to the Project the Yemen Party undertakes:
 - to provide capital expenditure to complete fish and meatmarkets
 - to establish a temporary working fund.
2. The value of the Yemen contribution is estimated at YR 3,200,000.-.

Article IV

The Executive Authorities

1. The Netherlands Party shall appoint the Directorate General of International Cooperation 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 I 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 IX

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 the 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

1. This Administrative Arrangement shall enter into force, with retro-active effect to 1 April 1984, on the date of signature by both Parties and 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 Schedule of Operations, whichever date is the later.

2. Upon the entry into force of this Arrangement, the previous Arrangement concerning Phase I of the Project, signed on 21 October 1982 at Sana'a, will be considered as expired.

DONE at Sana'a on 29 July 1984 in two originals in the English language.

For the Netherlands Minister for Development Cooperation:

(sd.) J. J. DE ROOS

J. J. de Roos

*The Minister of Municipalities and
Housing of the Yemen Arab Republic,*

(sd.) AHMED MUHAMMED LUQMAN

Ahmed Muhammed Luqman

Het akkoord is op 29 juli 1984 in werking getreden, met terugwerkende kracht vanaf 1 april 1984.

Bij brieven van 16 maart 1984 zijn het op 10 februari 1983 te Sana'a tot stand gekomen akkoord inzake een project voor de geïntegreerde plattelandsontwikkeling in het district Rada, het op 3 oktober 1983 te Sana'a tot stand gekomen akkoord inzake een project betreffende steunverlening aan het Ministerie van watervoorziening van het platteland en het op 15 november 1983 te Sana'a tot stand gekomen akkoord inzake de verlenging van het project voor de geïntegreerde plattelandsontwikkeling in het district Rada (teksten in rubriek J van *Trb.* 1984, 20) medegedeeld aan de Eerste en de Tweede Kamer der Staten-Generaal.

De hierboven afgedrukte administratieve akkoorden behoeven ingevolge additioneel artikel XXI, eerste lid, onderdeel b, van de Grondwet,

juncto artikel 62, eerste lid, onderdeel b, van de Grondwet naar de tekst van 1972, niet de goedkeuring van de Staten-Generaal.

Uitgegeven de *derde* september 1984.

De Minister van Buitenlandse Zaken,

H. VAN DEN BROEK

INHOUD

	blz.
A. TITEL	1
B. TEKST	1
C. VERTALING	1
D. PARLEMENT	1
G. INWERKINGTREDING	1
J. GEGEVENS	1
Administratief akkoord inzake het aardbevingsproject Dhamar	2
Administratief akkoord inzake het Centrum voor technisch onderwijs in Rada	6
Administratief akkoord inzake het Informele opleidings- centrum voor vrouwen in Rada	10
Administratief akkoord inzake het Project voor grasland- en veeteeltverbetering	15
Administratief akkoord inzake een project betreffende de gezondheidsverbetering en vuilophaal in Hodeidah	20
Administratief akkoord inzake het beheer van gemeentelij- ke slachthuizen en vleesmarkten, phase II	24
