

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1984 Nr. 20

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 en *Trb.* 1983, 15.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 10 februari 1983 tussen de bevoegde Nederlandse en Noord-Jemenitische autoriteiten een administratief akkoord tot stand gekomen inzake een project voor de geïntegreerde plattelandsontwikkeling in het district Rada. De tekst van het akkoord luidt als volgt:

Administrative Arrangement

The Netherlands Minister for Development Co-operation, being the Competent Netherlands Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Netherlands Party", represented in this matter by Mr. C. J. van Tooren, Chargé d'Affaires a.i. of the Netherlands at Sana'a, Yemen Arab Republic,

and

Dr. Ahmed Al Hamdani, Minister of Agriculture and Fisheries, 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 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 Integrated Rural Development Project", hereinafter referred to as "the Project".

2. The aim of the Project is the improvement of the standard of living of the rural population in the Rada district, through a contribution to the socio-economic development of this district, by means of integrated activities.

Article II

The contribution of the Netherlands Party

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

- to make available a Technical Assistance Unit, consisting of qualified advisers for an assignment in Yemen, and bear all expenses incurred by the advisers and their families;
- to provide equipment and materials;
- to contribute to the financing of the activities of the Project;
- to contribute to the provision of adequate means of transportation;
- to provide, if necessary, technical support from the Netherlands.

2. The value of the contribution of the Netherlands Party shall not exceed 4 million Netherlands Guilders for the year 1983, apart from the remainder of the Netherlands contribution during the project period 30 March 1977-31 December 1982.

Article III

The contribution of the Yemen Party

1. As its contribution to the Project the Yemen Party undertakes:
 - to provide sufficient qualified manpower and to bear the cost of their families, allowances, emoluments and other rights, and to bear the cost of their transport to and from the Project site;
 - to bear any charge, tax, levy or duty on land made available to the Project;
 - to bear the cost of transporting and insuring the equipment and materials, made available by the Netherlands Party from the port of arrival in Yemen to its final destination;
 - to take for its account the running and maintenance costs to be made for the implementation of the Project;
 - to contribute to the financing of the activities of the Project;
 - to contribute to the provision of adequate means of transportation;
 - in general to take all measures which will facilitate the co-operation between the Parties.
2. The value of the contribution of the Yemen Party will be 8 million Yemen Riyals for the year 1983.

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 Manager of the Netherlands Technical Assistance Unit.
2. The Yemen Party shall appoint the Ministry of Agriculture and Fisheries as the Yemen Executive Authority in charge of the implementation of the Project. The Yemen Executive Authority shall be represented as far as daily operations under the Project are concerned, by the Yemen Project Manager.

Article V

The Project Management

1. The Project Management consists of the Project Manager mentioned in Article IV paragraph 2 of this Arrangement.

2. The Project Management will be assisted by technical advisers of the Netherlands Technical Assistance Unit. The Unit will also have a special task regarding the identification and formulation of project activities.

3. The Manager of the Netherlands Technical Assistance Unit shall be responsible to the Netherlands Executive Authority for the implementation of the Netherlands contribution.

4. The Project Manager shall be responsible to the Yemen Executive Authority that the Yemeni project funds and the Netherlands contribution to the financing of the activities of the project will be used as established by common consent by both Executive Authorities and will be administered in accordance with administrative rules to be agreed upon by both Executive Authorities.

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

Article VI

Delegation

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

Article VII

Project Plan

The Executive Authorities shall establish by common consent a Project Plan stating in detail a programme of activities and the contribution of either Party.

Article VIII

Personnel

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

Article IX

Equipment and materials

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

2. Buildings, equipment and supplies provided by the Netherlands Party, which the Executive Authorities will establish by common consent to be directly instrumental for the tasks of the Technical Assistance Unit, shall become the property of the Yemen Party upon termination of the Project. All other buildings, equipment and supplies provided by the Netherlands Party shall become the property of the Yemen Party upon the entry into force of this Administrative Arrangement.

Article X

Reporting

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

Article XI

Review

In 1983 the results of the Project will be evaluated by the Executive Authorities, similar to the review held in March 1982, in order to formulate recommendations for a possible follow-up of the Project.

Article XII

Settlement of Disputes

Any dispute concerning the interpretation or implementation of this Administrative Arrangement which cannot be settled by consultation 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 10 February 1983 in two originals in English.

(sd.) C. J. VAN TOOREN

(sd.) AHMED AL HAMDANI

*For the Netherlands Minister
for Development Co-operation*

*The Minister of Agriculture
and Fisheries*

Het akkoord is op 10 februari 1983 in werking getreden.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 3 oktober 1983 tussen de bevoegde Nederlandse en Noord-Jemenitische autoriteiten een administratief akkoord tot stand gekomen inzake een project betreffende steunverlening aan het Ministerie van watervoorziening van het platteland. 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. J. J. de Roos, Chargé d'affaires a.i. of the Netherlands in the Yemen Arab Republic,
and

the Yemen Minister of Public Works, 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 "Support Rural Water Supply Department", hereinafter referred to as "the Project".

2. The aim of the Project is to improve the living conditions in rural areas by making available adequate quantities of clean water through the promotion of better health and sanitary conditions, the relief of villagers from carrying water over long distances and the rationalization of the utilisation and management of the scarce resource of water.

3. The aim will be achieved by:

- strengthening the Rural Water Supply Department (RWSD) in managerial, operational and maintenance aspects;
- formalisation of contacts between RWSD and other governmental institutions involved in water supply;
- establishment of links with bilateral and international agencies in the field of rural water supply;
- improving the sanitary conditions in rural villages;
- monitoring of water resources;
- completion of drinking water systems in the Dhamar and Rada region according to available design;
- completion of drinking water systems as pilot schemes for future projects, especially in maintenance aspects.

4. The aforesaid co-operation 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 Yemen and to bear all expenses incurred by the personnel and their families;
- to provide hydrogeological equipment and landcruisers for transport;
- to bear the running costs for the landcruisers and the equipment.

2. The value of the abovementioned contribution by the Netherlands

Party shall not exceed 2,400,000,- Netherlands Guilders, financed out of technical aid funds.

Article III

The contribution of the Yemen Party

1. As its contribution to the Project the Yemen Party undertakes:
 - to provide the Netherlands personnel with a sufficient number of qualified counterparts, to bear the costs of their salaries, allowances, emoluments and other rights;
 - to bear the operating costs of the Project, excluding the running costs, mentioned in article II paragraph 1;
 - to provide land for pilot projects and office facilities required by the Project;
 - in general to take all measures which will facilitate the execution of the Project in the Yemen Arab Republic.
2. The value of the contribution by the Yemen Party shall not exceed YR 1,650,000,-.

Article IV

The Executive Authorities

1. The Netherlands Party shall appoint the Directorate General for 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 Netherlands Project-Manager.
2. The Yemen Party shall appoint the Ministry of Public Works 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 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 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 on the progress made in 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

During the execution of the Project the Executive Authorities shall evaluate after one year and after two years 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 1st May 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 is the later.

DONE at Sana'a on the 3rd October of 1983, in two originals in the English language.

For the Netherlands Minister for Development Co-operation, *For the Minister of Public Works,*

(sd.) J. J. DE ROOS

(sd.) FATIE SALEM

Het akkoord is op 3 oktober 1983 in werking getreden, met terugwerkende kracht tot 1 mei 1983.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 15 november 1983 tussen de bevoegde Nederlandse en Noord-Jemenitische autoriteiten een administratief akkoord tot stand gekomen inzake de verlenging van het project voor de geïntegreerde plattelandsontwikkeling in het district Rada. De tekst van het akkoord luidt als volgt:

**Administrative Arrangement
Rada Integrated Rural Development Project**

The Netherlands Minister for Development Co-operation, being the Competent Netherlands Authority for the purpose of the 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 Netherlands at Sana'a, Yemen Arab Republic,

and

Dr. Ahmed Al Hamdani, Minister of Agriculture and Fisheries, 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 3 October 1978, hereinafter referred to as the "Agreement",

Considering that they have concluded an Administrative Arrangement concerning the implementation of a Project named "Rada Integrated Rural Development Project", signed at Sana'a on 10 February 1983, and having decided to continue their co-operation by extending the abovementioned Project for the years 1984 and 1985,

Have entered into the following Administrative Arrangement:

Article I

The Project

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

2. The aim of the Project is the improvement of the standard of living of the rural population in the Al Bayda Province, through a contribution to the socio-economic development of this province, by means of integrated activities.

Article II

The contribution of the Netherlands Party

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

- to make available a Technical Assistance Unit, consisting of qualified advisors for an assignment in Yemen, and bear all expenses incurred by the advisors and their families;
- to provide equipment and materials;
- to contribute to the provision of adequate means of transportation;
- to provide, if necessary, technical support from the Netherlands.

2. The value of the contribution of the Netherlands Party shall not exceed 9 million Netherlands Guilders for the years 1984 and 1985, apart from the remainder of the Netherlands contribution during the project period 30 March 1977–31 December 1983.

Article III

The contribution of the Yemen Party

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

- to provide sufficient qualified manpower and to bear the cost of their families, allowances, emoluments and other rights, and to bear the cost of their transport to and from the Project site;
- to bear any charge, tax, levy or duty on land made available to the Project;
- to bear the cost of transporting and insuring the equipment and materials made available by the Netherlands Party from the port of arrival in Yemen to its final destination;
- to take for its account the running and maintenance costs to be made for the implementation of the Project;
- to contribute to the financing of the activities of the Project;
- to contribute to the provision of adequate means of transportation;
- to bear the cost of replacement of heavy road equipment to the equivalent of Yemeni Riyals 2.6 million;
- in general to take all measures which will facilitate the co-operation between the Parties.

2. The value of the contribution of the Yemen Party will be 20 million Yemeni Riyals for the years 1984 and 1985.

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 Manager of the Netherlands Technical Assistance Unit.

2. The Yemen Party shall appoint the Ministry of Agriculture and Fisheries as the Yemen Executive Authority in charge of the implementation of the Project. The Yemen Executive Authority shall be represented as far as the daily operations under the Project are concerned, by the Yemen Project Manager.

Article V

The Project Management

1. The Project Management consists of the Project Manager mentioned in Article IV, paragraph 2, of this Arrangement.

2. The Project Management will be assisted by technical advisors of the Netherlands Technical Assistance Unit. The Unit will also have a special task regarding the identification and formulation of Project activities.

3. The Manager of the Netherlands Technical Assistance Unit shall be responsible to the Netherlands Executive Authority for the implementation of the Netherlands contribution.

4. The Project Manager shall be responsible to the Yemen Executive Authority that the Yemeni Project funds and the Netherlands contribution to the financing of the activities of the Project will be used as established by common consent by both Executive Authorities and will be administered in accordance with administrative rules to be agreed upon by both Executive Authorities.

5. The Yemen Executive Authority shall provide the Project Management with any information that may be considered necessary for the efficient execution of operations in the Project.

Article VI

Delegation

Each of the Executive Authorities shall be entitled to delegate on its

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

Article VII

Project Plan

The Executive Authorities shall establish by common consent a Project Plan stating in detail a programme of activities and the contribution of either Party.

Article VIII

Personnel

The advisors 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. Buildings, equipment and supplies provided by the Netherlands Party, which the Executive Authorities will establish by common consent to be directly instrumental for the tasks of the Technical Assistance Unit, shall become the property of the Yemen Party upon termination of the Project. All other buildings, equipment and supplies provided by the Netherlands Party shall become the property of the Yemen Party upon the entry into force of this Administrative Arrangement.

Article X

Reporting

The Project Management shall submit to both Executive Authorities quarterly reports in English and Arabic on the progress made in the execution of the Project, taking into account existing guidelines of both Executive Authorities concerning format and periodicity. On the termination of the Project the Project Management shall submit to all

Parties involved a final report in English and Arabic on all aspects of the work done in connection with the Project.

Article XI

Review

The Executive Authorities shall jointly evaluate the Project results during the Project period.

Article XII

Settlement of Disputes

Any dispute concerning the interpretation or implementation of this Administrative Arrangement which cannot be settled by consultation 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 1985.

DONE at Sana'a on 15 November 1983 in two originals in English.

(sd.) J. J. DE ROOS

(sd.) AHMED AL HAMDANI

*For the Netherlands Minister
for Development Co-operation*

*The Minister of Agriculture
and Fisheries*

Het akkoord is op 15 november 1983 in werking getreden.

Bij brieven van 4 maart 1983 zijn het op 1 april 1982 te Sana'a tot stand gekomen akkoord inzake de ontwikkeling van de stad Rada, het op 16 september 1982 te Sana'a tot stand gekomen administratief akkoord inzake een schatting van de watervoorraden in de Arabische Republiek Jemen en het op 21 oktober 1982 te Sana'a tot stand gekomen akkoord inzake het beheer van gemeentelijke slachthuizen en vleesmarkten (teksten in rubriek J van *Trb.* 1983, 15) 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 *achtste* februari 1984.

De Minister van Buitenlandse Zaken,

H. VAN DEN BROEK