

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1986 Nr. 4

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 en 103.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Sana'a op 15 december 1984 een administratief akkoord tot stand gekomen inzake een project betreffende steun aan de Jemenitische vrouwenorganisatie. De tekst van het akkoord luidt als volgt:

Administrative Arrangement

Support Yemeni Women's Association

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 Social Affairs and Labour 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 will jointly carry out a project entitled "Support Yemeni Women's Association", which means support to the Yemeni Women's Association (YWA) in the district of Taiz and to the Yemeni Women's Association in the district of Hodeidah, hereinafter referred to as the "Project".

2. The general aims of the Project are:

- a. to allow women to participate in the development efforts and benefit from them;
- b. to enhance the opportunities of women by their own efforts and possibilities.

The short-term objectives of the Project are:

- to offer alternatives for destitute and dependent women to earn their own living and in this way to reduce the amount of relief money;
- to improve the quality of family life and to enlarge on the skills of women in the field of literacy, home economics and handicrafts.

3. As steps towards these targets the Yemeni Women Association will undertake the following activities with the assistance of the Government of the Kingdom of the Netherlands.

In Taiz:

- a. to improve and extend the present school with opportunities for professional training as seamstresses;
- b. training of teachers to take over from currently employed expatriate Arab speaking ladies;
- c. to branch out as an association to Mokha and Turbah in order to reach rural and village women;
- d. to extend nursery facilities;
- e. to improve the adult literacy programme;
- f. to develop a workshop and support it with the necessary equipment and to train women how to use the existing equipment of the schools.

In Hodeidah:

- a. to support current adult education programme for six classes primary school level;
- b. to give courses on sewing, handicrafts and typing;
- c. to set up a library on woman participation in development;
- d. to add additional accommodation to the present facilities and to establish a second school in a crowded low-to-middle class income area (in a rented building).

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

Article II

The Contribution of the Netherlands Party

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

- a. for the Yemeni Women Association in Taiz
 - contribution to personnel costs (specialized teachers and workshop director)
 - equipment and educational material
 - development costs for the Yemeni Women's Association in Mokha and Turbah
 - transport (four wheel drive vehicle)
 - consultancy backstopping services including an adviser on short term base
- b. for the Yemeni Women's Association in Hodeidah
 - improvement cost for existing building
 - furniture and equipment
 - part of the running costs
 - rent of the building for the second school
 - consultancy backstopping services including an adviser on short term base.

2. The total value of the Netherlands contribution will not exceed Dfl 750,000.-.

Article III

The Contribution of the Yemeni Party

1. As its contribution to the Project the Yemeni Party undertakes to supply
 - a. for the Yemeni Women's Association in Taiz
 - personnel (teachers, manager, driver and guard)
 - rent of buildings
 - running costs (amongst others maintenance and fuel for vehicle)
 - b. for the Yemeni Women's Association in Hodeidah
 - salaries of ten teachers
 - running costs
 - rent of existing school building.
2. The total value of the contribution of the Yemeni Party is estimated at a total amount of YR 727,000.-.

Article IV

The Executive Authorities

1. The Netherlands Party will 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 will be represented in the Yemen Arab Republic as far as the daily operations under the Project are concerned, by the Royal Netherlands Embassy at Sana'a and, if present in the Yemen Arab Republic, by the Netherlands Adviser.
2. The Yemeni Party will appoint the Ministry of Social Affairs and Labour as the Yemeni Executive Authority in charge of the implementation of the Project.
3. The assistance provided to the Yemeni Women's Association in Taiz and Hodeidah should be under the supervision of the Ministry of Social Affairs and Labour through the Central Planning Organization.

Article V

The Adviser

1. The Netherlands Adviser will be responsible to the Netherlands Executive Authority for the implementation of the Netherlands contribution.
2. The Yemeni Executive Authority will provide the Yemeni Women's Association and the Netherlands Adviser with any

information that may be considered necessary for an efficient execution of operations within the framework of the Project.

Article VI

Delegation

The Netherlands Executive Authority will be entitled to delegate under its own responsibility the duties in connection with the Project partly or entirely to other authorities or organizations. The Netherlands Executive Authority will inform the Yemeni Executive Authority in writing of any such delegation and of the extent of the delegation.

Article VII

The Plan of Operations

1. The Executive Authorities will establish by common consent a Plan of Operations. The Plan of Operations will include a time table as well as an itemized budget of the contribution of either Party.
2. The Plan of Operations will 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 Part-time Adviser made available by the Netherlands Party will enjoy the privileges and immunities described in Article Nos. II and III of the Agreement.

Article IX

Equipment and Materials

1. The provisions of Article V of the Agreement will 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 will become the property of the Yemeni Party upon termination of the Project.

Article X

Reporting

The Yemeni Women's Associations and the Netherlands Adviser will together submit to both Executive Authorities quarterly reports in the Arabic and English languages on the progress made in the execution of the Project. Upon the termination of the Project the respective Yemeni Women's Associations and the Netherlands Adviser will together submit to all Parties involved a final report in Arabic and English on all aspects of the work done in connection with the Project.

Article XI

Settlement of Disputes

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

Article XII

Entry into Force and Duration

This Administrative Arrangement will enter into force on the date of signature by both Parties and will 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 15 December 1984, in two originals in the English and the Arabic language.

*For the Netherlands Minister
for Development Cooperation:*

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

*For the Minister of
Social Affairs and Labour of the
Yemen Arab Republic:*

(sd.) AHMED MOHAMMED
AL ASBAHI

Chargé d'Affaires a.i. of the
Kingdom of the Netherlands
in the Yemen Arab Republic

Het akkoord is op 15 december 1984 in werking getreden.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Sana'a op 12 maart 1985 een administratief akkoord tot stand gekomen inzake een project betreffende de Afdeling gezondheidsverbetering in Hodeidah. 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

the Minister of Health of the Yemen Arab Republic, being the competent Yemeni 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 Health Improvement 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 Hodeidah, and especially of the general health condition of the slum-dwellers in the periphery of the city.

3. This aim will be achieved by strengthening the existing activities in the field of health education, by assisting the authorities in establishing a basic health information system and by introducing urban primary health care through a pilot project around an existing health subcentre.

4. The aforesaid cooperation between the two Parties is planned to last three years, starting 1 January 1984.

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 this personnel and their families
- to strengthen the existing health subcentre mentioned in Article I, Paragraph 3.
- to make available training facilities
- to contribute to the running costs of the urban primary health care pilot project viz. 100% in the second and 50% in the third year
- to supply consultants for missions.

2. The value of the Netherlands contribution is Dfl 1,837,000.- out of Technical Assistance funds. Moreover, training of Yemen project staff in other Arab countries will be financed out of part of the existing funds of the Project Training in the Regio.

Article III

The Contribution of the Yemen Party

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

- to make available the health subcentre in an operational condition
- to supply the agreed number of staff and counterparts as specified in the Plan of Operations and to bear the costs of their salaries, allowances and emoluments.

2. The contribution of the Yemen Party consists of 50% of the running costs of the urban primary health care pilot project in the third year, followed by 100% in the fourth year.

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 Ministry of Health 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 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 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 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 with retro-active effect to 1 January 1984 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 12 March 1985 in two originals in the English language.

*For the Netherlands Minister for
Development Cooperation:*

*The Minister of Health
of the Yemen Arab Republic:*

(sd.) J. J. DE ROOS

(sd.) MOHAMMED

J. J. de Roos

AHMED AL KABAB

Dr. Mohammed Ahmed Al Kabab

Het akkoord is op 12 maart 1985 in werking getreden, met terugwerkende kracht vanaf 1 januari 1984.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Sana'a op 19 mei 1985 een administratief akkoord tot stand gekomen inzake een Centrum voor de productie van pootaardappelen. De tekst van het akkoord luidt als volgt:

Administrative Arrangement

The Netherlands Minister for Development Co-operation, being the competent Netherlands Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Netherlands Party", represented in this matter by Mr. A.J.A.J.M.G. Hennekens, Chargé d'Affaires a.i. of the Netherlands in the Yemen Arab Republic,

and

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

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

Considering that they have concluded an Administrative Arrangement

concerning the implementation of a project named "Seed Potato Production Centre" signed at Sana'a on 16 January 1982, 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 "Seed Potato Production Centre", hereinafter referred to as "the Project".

2. The aim of the Project shall be the improvement of the production of high quality certified potato seed.

3. The aim will be achieved by:

- production of certified seed through local farmers;
- demonstration and application of improved cultural practices;
- training and guidance of officers supervising the implementation of the quality control.

Article II

The contribution of the Netherlands Party

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

- to supply qualified personnel for an assignment in Yemen and to bear all expenses incurred by the personnel and their families;
- to provide equipment (vehicles, machinery and tools) and bear the cost of its transportation (including insurance) to the most suitable port or airport in Yemen;
- to provide fellowships for Yemen staff to be trained outside the Yemen Arab Republic;
- to provide, if necessary technical support from the Netherlands.

2. The value of the technical assistance contribution by the Netherlands Party shall not exceed I,100,000.- Netherlands Guilders for the years 1984 and 1985, apart from the remainder of the Netherlands contribution during the period 16 January 1982-31 December 1983.

Article III

The Contribution of the Yemen Party

As its contribution to the Project the Yemen Party undertakes:

- to provide the Netherlands personnel with a sufficient number of

qualified counterparts, skilled and unskilled assistants and bear the cost of their salaries, allowances, emoluments and other rights and to bear the cost of transport to and from the Project site;

- to make available lands for the centre and for production and research (covering not less than 12 ha.) and to bear any charge tax, levy or duty to it, and the cost of any compensation for expropriation;
- to bear the cost of transporting and insuring the equipment provided by the Netherlands Party from the port of arrival in Yemen to its final destination;
- to provide funds for transport or project personnel;
- to bear the cost of fuel, maintenance, insurance and repairs of equipment and material supplies by either Party;
- in general to take all measures which will facilitate the co-operation between the Parties;
- to provide funds for replacements of investments;
- to guarantee operational deficits of the Project;
- to provide funds for the purchase of basic seeds.

2. The value of the contribution of the Yemen Party shall not exceed 1,400,000 Yemen Rials.

Article IV

The Executive Authorities

1. The Netherlands Party shall appoint the Department Asia and Multilateral Financial Development Matters of the Netherlands Ministry of Foreign Affairs as the Netherlands Executive Authority in charge of the Project.

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

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

Article V

The Project Management

1. The project-management, consisting of the project-manager mentioned in Article IV.1 of this Arrangement, and a co-manager appointed by the Yemen Executive Authority, will be jointly responsible to the Yemen Executive Authority for the implementation of the Project and the financial transactions regarding all funds. This included that both the project-manager and the co-manager will sign all pertinent documents.

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

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

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

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

Article VI

Delegation

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

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

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

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

Article VIII

Personnel

The personnel made available by the Netherlands Party shall enjoy the privileges and immunities described in Articles 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 importations and exportations of the equipment, materials and seed provided by the Netherlands Party.

2. All buildings, equipments, supplies and/or funds provided by the Netherlands Party for the Project shall become the property of the Yemen Party upon termination of the Project.

Article X

Reporting

The project-management shall submit to both Executive Authorities a half-yearly report in English on the progress made in execution of the Project, taking into account existing guidelines of both Executive Authorities concerning format.

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

Article XI

Review

In 1985 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 on the 1st. January 1984, upon signature by both Parties and shall expire on 31 December 1985.

DONE at Sana'a on the 19th May 1985, in two originals in the English language.

(sd.) M. G. HENNEKENS

*For the Netherlands Minister
for Development Co-operation,*

(sd.) AHMED ALI
AL-HAMDANI

The Minister of Agriculture

Het akkoord is op 19 mei 1985 in werking getreden, met terugwerkende kracht vanaf 1 januari 1984.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Sana'a op 12 september 1985 een administratief akkoord tot stand gekomen inzake een project voor de wederopbouw van de streek Jabal Ash Sharq. 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 Kingdom of the Netherlands in the Yemen Arab Republic, Mr. J. J. de Roos, and the Director of the Executive Office for Reconstruction, Mr. Mohammed Hussein 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 "Jabal Ash Sharq Selfhelp Reconstruction Project", integral part of the "Dhamar Aided Selfhelp Reconstruction Project", for which an Administrative Arrangement has already been signed on 27 November 1983.

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",

Having entered into the following Administrative Arrangement:

Article I

The Project

1. The two Parties shall jointly carry out a Project, entitled the Jabal Ash Sharq Selfhelp 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 co-operation between the two Parties is planned to last eighteen months.

Article II

The Netherlands Contribution

1. The Netherlands Party shall make the following contributions to the Project:
 - to provide a team of experts;
 - to provide transport equipment;
 - to provide materials for the sub office and staff housing;
 - to provide office, construction and training equipment for the sub-office and building advice centers;
 - to provide funds for staffing and running of the sub-office, building advice centers, and transport.
2. The aforementioned Netherlands contribution shall not exceed the amount of Dfl. 3,500,000,-.
In this amount is not included a sum of Yemeni Rials 26,500,000,- which is provided by the United States of America.

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 sub-office staffhouses and building advice centers will be built.

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.

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 above mentioned 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 Project Manager.

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 name of the Third Party to which duties are delegated and of the extent of such delegation.

Article VI

The Project Manager

The Netherlands Project Manager shall be responsible to the Netherlands Executive Authority for the correct implementation of the Netherlands Contribution, and shall be responsible for operating the project funds. The Project Manager shall act in close consultation with the Yemen Executive Authority and respect the operational instructions given by the said Authorities to the Yemen personnel. The Yemen Executive Authority shall provide the Project Manager 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 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 and a time table.

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 Project Manager 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 Project Manager 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 after each project phase of nine months.

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 June 1, 1985, 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 12 September 1985 in two originals in the English language.

*For the Netherlands Minister
for Development Co-operation,*

(sd.) J. J. DE ROOS

J. J. de Roos

*The Director of the
Executive Office for
Reconstruction,*

(sd.) MOHAMMED HUSSEIN

JAGHMAN

Mohammed Hussein Jaghman

Het akkoord is op 12 september 1985 in werking getreden, met terugwerkende kracht vanaf 1 juni 1985.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Sana'a op 21 september 1985 tot stand gekomen een administratief akkoord inzake een project betreffende steunverlening aan het Ministerie van watervoorziening van het platteland, phase II. De tekst van het akkoord luidt als volgt:

Support Rural Water Supply Department Project Phase II

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 in 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 Phase II", 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;
- coordination of activities with other government and donor agencies in the field of water supply and sanitation;
- monitoring of water resources for departmental use and communication of results to the DOH-Data Bank;
- construction of 45 water supply systems in the Dhamar and Al Baydah provinces and in the Tihama, with local participation, except in the Dhamar province;
- construction of 3 sanitation pilotschemes with local participation, except in the Dhamar province.

4. The aforesaid co-operation between the two Parties is planned to last 1.5 years (01/07/1985–31/12/1986).

Article II

The Contribution of the Netherlands Party

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

- to supply qualified personnel (Project-Manager, hydrogeologist and 2 construction supervisors) for an assignment in Yemen and to bear all expenses incurred by the personnel and their families;
- to provide vehicles for transport;
- to provide technical equipment, as testpump, levelrecorders and hydrogeological equipment;
- to bear the running costs for the vehicles, technical equipment, offices and personnel;
- to finance partly the water supply and sanitation projects.

2. The value of the abovementioned new contribution by the Netherlands Party to the Project shall not exceed 2,900,000.– Netherlands Guilders financed out of Technical Aid funds. The remaining Netherlands funds of the previous Project will be carried over to this Project.

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 and other rights;
 - to inspect the sites and projects before, during and after the construction;
 - to take responsibility, together with the Netherlands Party, for the projects carried out by contractors;
 - to bear the operating costs of the Project, excluding the running costs, mentioned in article II paragraph 1;
 - to provide land for the water supply and sanitation projects;
 - to provide office facilities required by the Project;
 - to participate via the villages/LDA's in the financing of the water supply and sanitation projects;
 - in general to take all measures which will facilitate the execution of the Project in the Yemen Arab Republic;
 - to review, together with the Netherlands Party, the expenditures of the water supply and sanitation projects.

2. The value of the contribution by the Yemen Party shall not exceed 1,700,000 Yemen Ryals, of which 1,600,000.— Yemen Ryals direct contribution of the population for water supply and sanitation schemes.

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 RWSD of the Ministry of Public Works 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 Bilateral and International Division of the RWSD.

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 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, based on the agreed Project-Documents, stating in detail the contribution of either Party, the number and duties of the personnel, their job descriptions, the duration of their stay on the Project and a description of the equipment 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 vehicles, technical equipment, supplies and/or funds provided by the Netherlands Party for the previous phase of the Project, will continue to be at the disposal of the Project. At the termination of the Project it will become the property of the Yemen Party.

Article X

Reporting

The Netherlands 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 both Parties 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 a half year and after one and a half year 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 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 on the 1st July 1985 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 21 September of 1985, in two originals in the English language.

*For the Netherlands Minister
for Development Co-operation,*

*The Chargé d'Affaires of
the Netherlands,*

(sd.) J. J. DE ROOS

*The Minister of
Public Works,*

(sd.) ABDULLA HUSSEIN
AL KURSHOMI

Het akkoord is op 1 juli 1985 in werking getreden.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 26 oktober 1985 tussen de bevoegde Nederlandse en Noord-Jemenitische autoriteiten een administratief akkoord tot stand gekomen inzake de tweede 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 this Administrative Arrangement, hereinafter referred to as the "Netherlands Party" represented in this matter by Mr. J.J. de Roos, Chargé d'Affaires 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 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",

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 once extended on 15 November 1983 and having decided to continue their co-operation by further extending the abovementioned project for the years 1986 and 1987,

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;
- to bear the cost of fuel and insurance of those project vehicles provided by the Netherlands party and to be used by the Netherlands staff working with the project.

2. The value of the contribution of the Netherlands Party shall not exceed 11.5 million Netherlands Guilders for the years 1986 and 1987, apart from the remainder of the Netherlands contribution during the project period 1st January 1984–31st December 1985.

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 insurance of project vehicles made available by the Netherlands Party; except for those used by the Netherlands Staff;

- 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; in which are included project buildings and houses, all project equipment and all project vehicles used by the Yemen Party;

- 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 25 million Yemen Rials for the years 1986 and 1987.

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 Yemen as far as the daily operations under the Project are concerned, by the Teamleader 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 Teamleader 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.

Article X

Reporting

The Project management shall submit to the Yemeni Executive Authorities reports in Arabic on the progress made in the execution of the Project. The Teamleader of the Netherlands Technical Assistance Unit shall submit to both Executive Authorities quarterly progress reports in English. Technical reports prepared by the advisors of the Netherlands Technical Assistance Unit will be submitted to both Executive Authorities in English on the termination of the specific activities.

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 1987.

DONE at Sana'a on 26/10/1985 in two originals in English.

*For the Netherlands Minister
for Development Co-operation:*

*The Minister of Agriculture
and Fisheries:*

(sd.) J. J. DE ROOS

(sd.) AHMED AL HAMDANI

Het akkoord is op 26 oktober 1985 in werking getreden.

Bij brieven van 14 november 1984 zijn het op 27 november 1983 te Sana'a tot stand gekomen administratief akkoord inzake het aardbevingsproject Dhamar, de op 11 februari 1984 te Sana'a tot stand gekomen administratieve akkoorden inzake het Centrum voor technisch onderwijs in Rada en inzake het Informele opleidingscentrum voor vrouwen in Rada, het op 21 mei 1984 te Sana'a tot stand gekomen administratief akkoord inzake het project voor grasland- en veeteeltverbetering, het op 30 mei 1984 te Sana'a tot stand gekomen administratief akkoord inzake een project betreffende gezondheidsverbetering en vuilophaal in

Hodejdah en het op 29 juli 1984 te Sana'a tot stand gekomen administratief akkoord inzake het beheer van gemeentelijke slachthuizen en vleesmarkten (teksten in rubriek J van *Trb.* 1984, 103) 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 *tiende* januari 1986.

De Minister van Buitenlandse Zaken,

H. VAN DEN BROEK

INHOUD

	Blz.
A. TITEL	1
B. TEKST	1
D. PARLEMENT	1
G. INWERKINGTREDING	1
J. GEGEVENS	1
Administratief akkoord inzake een project betreffende steun aan de Jemenitische vrouwenorganisatie	2
Administratief akkoord inzake een project betreffende de Afdeling gezondheidsverbetering in Hodeidah	7
Administratief akkoord inzake een Centrum voor de produktie van pootaardappelen	11
Administratief akkoord inzake een project voor de weder- opbouw van de streek Jabal Ash Sharq	16
Administratief akkoord inzake een project betreffende steunverlening aan het Ministerie van watervoorziening van het platteland, phase II	20
Administratief akkoord inzake de tweede verlenging van het project voor de geïntegreerde plattelandsontwikkeling in het district Rada	26
