

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1987 Nr. 184

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, *Trb.* 1984, 20 en
103, *Trb.* 1986, 4 en *Trb.* 1987, 12.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 14 maart 1987 te Sana'a tussen de bevoegde Nederlandse en Jemenitische autoriteiten een administratief akkoord tot stand gekomen inzake het Cultureel Project. 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, Charge d'Affaires a.i. of the Netherlands in the Yemen Arab Republic,

and

the Head of the General Organisation of Antiquities and Libraries, al-Qadi Ismael al-Aqwa, 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 the Cultural Project, hereinafter referred to as "the Project".

2. The aim of the Project is to support the General Organisation of Antiquities and Libraries in the following activities:

– Operation of the National Museum in Sana'a. In particular, this applies to the ethnographic and archeological sections.

– Restoration of the "Amiriya Mosque" in Rada. Furthermore the Project provides for training courses on building conservation techniques.

3. The aim will be achieved by:

– training staff of the General Organisation of Antiquities and Library;

– drawing up a plan for the new museum in the Dar el Saada;

– upgrading of this building;

– preparing of texts for items to be displayed, slideshows, photographs, maps and the like;

– collecting valuable historic, archeologic or ethnographic items for display in the new museum;

– completion of the roofrestoration and repairing of the portico of the Amiriya Mosque;

– arranging for fellowships on traditional building techniques and

general restoration, directed at the restoration and preservation of the Old City of Sana'a.

4. The aforesaid co-operation between the two Parties is planned to last for two years. (01/01/1986 – 31/12/1987).

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/ethnographer, archeologist, parttime electrical engineer for installing the slide-projectors, parttime photographer) for an assignment in Yemen and to bear all the expenses incurred by this personnel.

- to provide two vehicles for transport.

- to provide special technical equipment, not available in Yemen, for the new museum building. This concerns: slides, slide-projectors, audio-equipment, darkroom equipment, films for black/white and slides, special paint, light armatures, spotlights, scale models of houses, photograph-enlargements on PVC sheets, mannequins for display, showcases, Arabic/English typewriter for texts, electrical installation.

2. The value of the above-mentioned contribution by the Netherlands Party to the Project shall not exceed 1.400.000,- Netherlands Guilders financed out of Technical Assistance funds.

Article III

The Contribution of the Yemen Party

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

- to provide a sufficient number of counterparts (carpenters, blacksmith, men for transporting objects to the new building, men for constructing the Tihamahut, etc.) to bear the costs of their salaries, allowances and other rights.

- to take responsibility, together with the Netherlands Party, for the projects carried out by contractors.

- to bear the running costs of the Project.

- to provide office facilities required by the Project.

- in general, to take all the measures which will facilitate the execution of the Project in the Yemen Arab Republic.

2. The value of the contribution of the Yemen Party shall not exceed 6.000.000,- Yemen Riyals, of which 1.000.000,- Yemen Riyals will be spent on the roofrepairs of the Amiriyah Mosque and

5.000.000,- Yemen Riyals which will be spent on the Dar el Saada. This concerns: cleaning of the building, replacement and repair of windows, repairs of qamaras, pedestals for the slideprojectors, some glassdoors, plastering, painting, floorrepairs, waterpiping to the dark-room, shelving in the storerooms, local transport from Hodeidah and the airport and clearing through customs of material coming from the Netherlands, wood and plywood for information and photopanel, etc.

Article IV

Delegation of Executive Authorities

1. The Netherlands Party shall appoint the Royal Tropical Institute for the day to day implementation of the Netherlands contribution to the Project. The Royal Tropical Institute shall be represented in Yemen as far as these daily operations under the Project are concerned by the Netherlands Project-Manager.

2. As to the executive authorities for the Yemen Party, the General Organisation of Antiquities and Library will act as the Yemen Executive Authority in charge of the implementation of the Project.

Article V

Project Management

1. The Netherlands Project-Manager shall be responsible to the competent Netherlands 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

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 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 both Parties.

Article VII

Personnel

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

They are to be selected in consultation with the Yemen Executive Authority and the Central Planning Organization.

Article VIII

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. Vehicles, technical equipment, supplies and/or funds provided by the Netherlands Party will continue to be at the disposal of the Project. At the termination of the Project these items will become the property of the Yemen Party.

Article IX

Reporting

The Netherlands Project-Manager shall submit to both Executive Authorities 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 X

Review

At the beginning of 1987 both Parties shall jointly evaluate the results of the Project reached this far.

Article XI

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 XII

Entry into Force and Duration

This Administrative Arrangement shall enter into force on the 1st January, 1986 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 in Sana'a on March 14 of 1987, in two originals in the English language.

For the Netherlands Minister for Development Co-operation
The Charge d'Affaires of the Kingdom of the Netherlands,

(sd.) J. J. DE ROOS

(J. J. de Roos)

Head of the General Organisation of Antiquities and Libraries,

(sd.) AL-QADI ISMAEL AL-AQWA

(al-Qadi Ismael al-Aqwa)

Het akkoord is op 1 januari 1986 in werking getreden.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 14 juni 1987 te Sana'a tussen de bevoegde Nederlandse en Jemenitische autoriteiten een administratief akkoord tot stand gekomen inzake het Informatiecentrum voor de exploratie en productie van petroleum. 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 Charge d'Affaires a.i. of the Netherlands in the Yemen Arab Republic, Drs J.L. IJzermans

and

the Yemen Arab Republic Minister of Oil and Mineral Resources, Mr Ahmed Al Mukhani, 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 "Petroleum Exploration and Production Information Centre 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 "Petroleum Exploration and Production Information Centre", hereinafter referred to as "the Project".

2. The aim of the Project is:

- strengthening of the Exploration and Production Department of the Ministry of Oil and Mineral Resources through training in data manipulation, seismic structural interpretation, regional geology, petrophysics and reservoir geology;
- establishment of optimally functioning, computerized basic storage facility;
- introduction of up-to-date computerized interpretation techniques.

3. The aforesaid cooperation between the two Parties is planned to last 30 months.

Article II

The Netherlands Contribution

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

- backstopping and training:
- visiting experts (27 mm)
- residents (102 mm)
- remaining cost of personnel
- equipment
- operational costs
- contingencies

2. The total expenses of the above-mentioned Netherlands contribution shall not exceed the amount of Dfl. 5.645.000,—.

Article III

The Yemen Contribution

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

Staff to be provided for the basic storage facility

- co-director of basic storage facility (petroleum engineer or geologist);
- computer system manager and operator;
- technical assistant (engineering background);
- technical assistant (geographical background);
- secretary/administrator;
- core storage facility supervisor;
- geologist;
- geophysicist.

Buildings and equipment to be provided for the storage facility

The Ministry of Oil and Mineral Resources will provide suitable office facilities (rooms and furniture), computer housing, and storage for the geological cores and cuttings.

2. The value of the Yemen contribution is estimated at YR 2.000.000 (approximate costs for staff).

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 Ministry of Oil and Mineral Resources as the Yemen Executive Authority in charge of the implementation of the Project.

3. The above-mentioned Netherlands Executive Authority shall be represented in Yemen as far as the day to day operations of the Project are concerned, by the Netherlands Team-leader of the Project.

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 jobdescriptions, 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 before the end of the Project, end 1989.

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, on the 1st of July 1987 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 the Arrangement and of the Project Document, whichever date is the later.

DONE at Sana'a on the 14th day of June 1987, in two originals in the English language.

For the Netherlands Minister for Development Cooperation,

(sd.) J. L. IJZERMANS

J. L. IJzermans

For the Yemen Minister of Oil and Mineral Resources,

(sd.) AHMED AL MUKHANI

Ahmed Al Mukhani

Het akkoord is op 1 juli 1987 in werking getreden.

Bij brieven van 20 april 1987 zijn de op 25 januari 1986 te Sana'a tot stand gekomen administratieve akkoorden inzake het Project betreffende de organisatie van de vuilophaaldienst in Taiz en de omliggende steden en inzake het Project betreffende het beheer van gemeentelijke slachthuizen en vleesmarkten, phase III, het op 13 februari 1986 te Sana'a tot stand gekomen administratief akkoord inzake de tweede verlenging van het Project betreffende het Centrum voor de productie van poot aardappelen en de op 25 september 1986 te Sana'a tot stand gekomen administratieve akkoorden inzake de tweede phase van het Project voor grasland- en veeteeltverbetering en inzake geneeskundige diensten voor pluimvee in Sana'a (teksten in rubriek J van *Trb.* 1987, 12) 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 *zeventiende* november 1987.

De Minister van Buitenlandse Zaken,

H. VAN DEN BROEK