

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1988 Nr. 164

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, *Trb.* 1987, 12 en 184.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 25 mei 1988 te Sana'a tussen de bevoegde Nederlandse en Jemenitische autoriteiten een administratief akkoord tot stand gekomen inzake het project betreffende steunverlening aan het Ministerie van watervoorziening van het platteland, phase III. 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, Mr J. L. IJzermans

and

the Yemen Arab Republic Minister of Public Works, Mr Abdullah al-Korshmi, 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 Project "Support Rural Water Supply Department, Phase III",

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 execute a project to be known as "Support Rural Water Supply Department, Phase III", 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 scarce water resources.

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

Article II

The Netherlands Contribution

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

- to supply qualified personnel (Project-Manager and one Construction Supervisor) for an assignment in Yemen and to bear all expenses incurred by the personnel and their families as well as associate experts and Netherlands volunteers;
- to provide vehicles for transport;
- to provide technical equipment and materials;
- to bear the running costs for the vehicles, technical equipment, offices and personnel;
- to finance partly the water supply and sanitation projects.

2. The total expenses of the above-mentioned Netherlands contribution shall not exceed the amount of Dfl. 10,000,000.--. The remaining Netherlands funds of the previous Projectphase shall be carried over to this Project.

Article III

The Yemen Contribution

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

- to provide the Netherlands personnel with a sufficient number of qualified counterparts and bear the cost of their salaries, part of the allowances, emoluments and other rights;
- to support the Rural Water Supply Department (RWSD) unit in Dhamar and to contribute in the running cost of this unit, such as electricity, water and telephone;
- to contribute in provision of the necessary equipment for the furnishing of the RWSD-unit in Dhamar;
- to contribute in the cost of transport of Yemeni-personnel in Dhamar;
- to contribute financially in the cost of implementation of watersupply- and sanitation projects;
- in general to take all measures which will facilitate the cooperation between the Parties.

2. The value of the Yemen contribution is estimated at YR 10.920.000,--.

Article IV

The Executive Authorities

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

2. The Yemen Party shall appoint the Rural Water Supply Department of the Ministry of Public Works as the Yemen Executive Authority in charge 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 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 names of persons or institutions 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. The Project-Manager 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 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 in detail the contribution of either Party, the number of Netherlands staff members and their job-descriptions, the duration of their stay on the Project and a

description of the equipment and materials to be made available.

The Project Document shall include a budget concerning each item of the contribution of either Party.

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, i.a. exemption from all taxes and other fiscal charges as well as from import duties on personal effects and professional equipment.

Article IX

Status of the Netherlands Equipment and Materials

1. The provisions of Article V of the Agreement (i.a. exemption from all import and export duties) shall be applicable to the importation and exportation of the Netherlands financed equipment and materials for the Project. A masterlist of goods to be imported shall be supplied.

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 have the Project evaluated within 1 year after the entry into force of this Administrative Arrangement.

Article XII

Settlement of Disputes

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

Article XIII

Entry into Force and Duration

This Administrative Arrangement shall enter into force, with retroactive effect to 1 January 1988, on the date of the 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 the 25th day of May 1988, 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 Public Works

(sd.) ABDULLAH AL-KORSHMI

Abdullah Al-Korshmi

Het akkoord is op 25 mei 1988 in werking getreden, met terugwerkende kracht vanaf 1 januari 1988.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 25 mei 1988 te Sana'a tussen de bevoegde Nederlandse en Jemenitische autoriteiten een administratief akkoord tot stand gekomen inzake het project betreffende watervoorziening, riolering en dergelijke in de stad Rada. 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 Ambassador Extraordinary and Plenipotentiary of Her Majesty the Queen of the Netherlands in the Yemen Arab Republic, Mr J.J. Wijenberg

and

the Yemen Arab Republic Minister for Municipalities and Housing and the Yemen Arab Republic Minister for Electricity and Water, being the competent Yemen Authorities for the purpose of this Administrative Arrangement, hereinafter referred to as "the Yemen Party",

Having decided to co-operate in the Project "Rada Water Supply and Sanitation",

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 three Parties shall jointly execute a project to be known as "Rada Water and Sanitation", hereinafter referred to as "the Project".

2. The aim of the Project is: to improve public health in the Rada Urban area. In this respect solid waste disposal, water supply, sewerage, drainage, public health education and immediate improvements are components of the Project.

3. The aforesaid cooperation between the three Parties is planned to last 3 years.

Article II

The Netherlands Contribution

1. The Netherlands Party shall make the following contributions to the Project:
 - provide long-term and short-term experts in the field of design of water supply, sewerage and drainage, waste disposal, construction supervision, public health, community development and institutional development;
 - provide necessary backstopping;
 - provide imported materials, amongst others rolling stock and equipment for waste disposal.
2. The total expenses of the above-mentioned Netherlands contribution shall not exceed the amount of Dfl. 7.500.000,--.

Article III

The Yemen Contribution

1. The Yemen Parties shall make the following contributions to the Project:
 - counterpart and project staff for environmental health and sanitation component, including supervisors, drivers, administrative staff (clerks) and labourers (sweepers etc.);
 - running costs of project vehicles and workshop;
 - technical staff including the necessary engineers and other experienced staff;
 - assistance in all necessary administrative arrangements, locally applicable and in accordance with the Yemen Law.
2. The value of the Yemen contribution will be YR 6 million.

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 Parties shall appoint the National Water and Sewerage Authority (NWSA) of the Ministry of Electricity and Water and the Environmental Health Department of the Ministry of Municipalities and Housing as the Yemen Executive Authorities in charge of the implementation of the Project. These institutions will guide the Project through a joint steering committee.

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.

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 Authorities and respect the operational instructions given by the said Authorities to the Yemen personnel. The Yemen Executive Authorities shall provide the Team-leader with any information that may be considered necessary for the execution of the Project.

Article VII

Project Document

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

The Project Document shall include a budget concerning each item of the contribution of either Party, a time-table and lists of equipment and materials to be supplied by either Party.

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

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

Article VIII

Status of the Netherlands Staff

The Netherlands staff to this Project shall enjoy the privileges and immunities, mentioned in the Articles II and III of the Agreement.

Article IX

Status of the Netherlands Equipment and Materials

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

Article X

Reporting

The Netherlands Team-leader shall submit quarterly reports in the English language on the progress made on the execution of the Project to both Executive Authorities. At the termination of the Project the Team-leader shall submit to all parties concerned a final report in the English language on all aspects of the work done in connection with the Project.

Article XI

Evaluation

The Executive Authorities will evaluate the Project within 1 year after the entry into force of this Administrative Arrangement.

Article XII

Settlement of Disputes

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

Article XIII

Entry into Force and Duration

This Administrative Arrangement shall enter into force, with

retroactive effect to 1 January 1988, on the date of the 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 the 25th day of May 1988, in two originals in the English language.

For the Netherlands Minister for Development Cooperation,

(sd.) J. L. IJZERMANS

for J. J. Wijenberg.

For the Yemen Arab Republic Ministry of Municipalities and Housing,

(sd.) AHMED MOHAMED LUQMAN

Ahmed Mohamed Luqman

For the Ministry of Electricity and Water/National Water and Sewerage Authority,

(sd.) MOHAMED HASSAN SABRAH

Mohamed Hassan Sabrah

For the Central Planning Organisation,

(sd.) MOHSIN AL-HAMDANI

Mohsin al-Hamdani,
Deputy Chairman.

Het akkoord is op 25 mei 1988 in werking getreden, met terugwerkende kracht vanaf 1 januari 1988.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 5 november 1988 te Sana'a tussen de bevoegde Nederlandse en Jemenitische autoriteiten een administratief akkoord tot stand gekomen inzake het Project bronnen voor de watervoorziening van Sana'a, phase I. 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 Ambassador Extraordinary and Plenipotentiary of Her Majesty the Queen of the Netherlands in the Yemen Arab Republic, Mr J.J. Wijenberg

and

the Yemen Arab Republic Minister of Electricity and Water, Eng. Jamal Mohamed Abdo, 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 Project "Sources for Sana'a Water Supply-Phase I",

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 execute a project to be known as "Sources for Sana'a Water Supply-Phase I", hereinafter referred to as "the Project".

2. The aim of the Project is:

- to analyse which realistic options exist for the improvement of the water supply of Sana'a;
- to indicate what additional studies are required to analyse the feasibility of alternative solutions.

3. The aforesaid cooperation between the two Parties is planned to last 14 months.

Article II

The Netherlands Contribution

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

- provide short term consultancies;
- provide imported metering equipment (fl. 100.000,-).

2. The total expenses of the above-mentioned Netherlands contribution shall not exceed the amount of Dfl. 400.000,-.

Article III

The Yemen Contribution

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

- Project Coordinator (NWSA);
- Office and transport facilities;
- Operational funds;
- Relevant reports and other information.

2. The value of the Yemen contribution is estimated at YR 400.000,-.

Article IV

The Executive Authorities

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

2. The Yemen Party shall appoint the National Water and Sewerage Authority of the Ministry of Electricity and Water 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 Teamleader.

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 of persons or institutions delegated and of the extent of such delegation.

Article VI

The Teamleader

The Netherlands Teamleader shall be responsible to the Netherlands Executive Authority for the correct implementation of the Netherlands contribution. The Team-Leader shall always act in close consultation with the Yemen Executive Authority, Ministry of Electricity and Water – (National Water and Sewerage Authority) and shall abide by the instructions of the above mentioned Yemeni Authority with regard to program modification, follow up implementation and the submittal of progress reports.

The Netherlands Teamleader is not authorized to contact local Yemeni departments concerning personnel requirements and approval except through National Water and Sewerage Authority. The Yemen Executive Authority shall provide the Teamleader 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 Teamleader 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 Teamleader 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

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 XII

Entry into Force and Duration

This Administrative Arrangement shall enter into force, with retroactive effect to 22 August, 1987, on the date of the 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 the fifth day of November 1988, in two originals in the English language.

For the Netherlands Minister for Development Cooperation

(sd.) J. J. WIJENBERG

J. J. Wijenberg

For the Yemen Minister of Electricity and Water

(sd.) JAMAL MOHAMED-ABDO

Eng. Jamal Mohamed-Abdo

Het akkoord is op 5 november 1988 in werking getreden, met terugwerkende kracht vanaf 22 augustus 1987.

Bij brieven van 14 december 1987 zijn het op 14 maart 1987 te Sana'a tot stand gekomen akkoord inzake het Cultureel Project en het op 14 juni 1987 te Sana'a tot stand gekomen akkoord inzake het Informatiecentrum voor de exploratie en productie van petroleum (teksten in *Trb.* 1987, 184) 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 *negenentwintigste* december 1988.

De Minister van Buitenlandse Zaken,

H. VAN DEN BROEK