

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1989 Nr. 149

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.

Bij brieven van 27 januari 1989 zijn de op 25 mei 1988 te Sana'a tot stand gekomen administratieve akkoorden inzake het project betreffende steunverlening aan het Ministerie van watervoorziening van het platteland, phase III, en inzake het project betreffende watervoorziening, riolering en dergelijke in de stad Rada en het op 5 november 1988 te Sana'a tot stand gekomen administratief akkoord inzake het Project bronnen voor de watervoorziening van Sana'a, phase I, (teksten in *Trb.* 1988, 164) medegeedeeld aan de Eerste en de Tweede Kamer der Staten-Generaal.

De in rubriek J hieronder 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.

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 en *Trb.* 1988, 164.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 29 maart 1988 te Sana'a tussen de bevoegde Nederlandse en Jemenitische autoriteiten een administratief akkoord tot stand gekomen inzake de derde verlenging van het Project betreffende het Centrum voor de productie van poot aardappelen. 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 First Secretary of the Embassy of the Kingdom of the Netherlands in the Yemen Arab Republic, Mr J.L. IJzermans

and

the Yemen Arab Republic Minister for Agriculture and Fisheries, Mr Hussein Al Amri, 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 "Seed Potato Production Centre",

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",

Considering that they concluded three Administrative Arrangements concerning the implementation of a project named "Seed Potato Production Centre", signed at Sana'a on 16 January 1982¹⁾, 19 May 1985¹⁾ and 13 February 1986¹⁾, and having decided to continue

¹⁾ Teksten van die akkoorden zijn geplaatst in de rubrieken J van resp. *Trb.* 1982, 56, *Trb.* 1986, 4 en *Trb.* 1987, 12.

their co-operation by extending once more the above-mentioned Project for the period 1 January 1988 until 31 December 1991,

Have entered into the following Administrative Arrangement:

Article I

The Project

1. The two Parties shall jointly execute a project to be known as "Seed Potato Production Centre", hereinafter referred to as "the Project".

2. The aim of the Project shall be the improvement of the local production of high quality seed potatoes.

3. The aim will be achieved by:

- production and distribution of minimum 2000 mt seed potatoes per year;
- implementation of a quality control system;
- adaptation of management- and technical procedures to the increased scale of activities;
- enhancement of potato extension activities;
- implementation of practical oriented research;
- supply of compound fertilizer;
- improvement of agricultural mechanisation within the Project's production area;
- support to the Yemen Agricultural Marketing Company with the running of their coldstore at Mabar.

Article II

The Netherlands Contribution

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 for replacement investments for agricultural and handling equipment and storage materials and bear the cost of its transportation (including insurance) to the suitable port or airport 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 Nether-

lands shall not exceed 5,540,000.– Netherlands Guilders for the years 1988 until and including 1991.

3. To provide seed potatoes for a total value of Dfl. 2.3 million as commodity aid during 1987 and 1988.

The countervalue funds will be available to the SPPC to increase the products working capital.

Article III

The Yemen Contribution

1. 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 bear the cost of transport to and from the projectsite;

- 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 of Project personnel;

- to bear the cost of fuel, maintenance and repairs of equipment and materials supplies by either Party;

- in general to take all measures which will facilitate the co-operation between the Parties;

- to guarantee operational deficits of the Project.

2. The value of the contribution of the Yemen Party shall not exceed 5,000.000 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 and Fisheries 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 includes 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 correspondance 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 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 VIII

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 is given in the Project document for the period 1988–1991, second and final draft, and forms an integral part of this Administrative Arrangement.

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

Article IX

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 Organisation.

Article X

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 XI

Reporting

The Project-management shall submit to both Executive Authorities a half-yearly report both in the English and Arabic language on the progress made in execution of the Project, taking into account existing guidelines of both Executive Authorities concerned 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 XII

Review

In 1990 the Executive Authorities shall evaluate the results of the Project reached sofar.

Article XIII

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 XIV

Entry into Force and Duration

This Administrative Arrangement shall enter into force, with retrospective effect the 1st January 1988, after signature by both Parties and shall expire on 31 December 1991.

DONE at Sana'a on March, 29, 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 Agriculture and Fisheries

(sd.) HUSSEIN AL AMRI

Hussein Al Amri

Het akkoord is op 29 maart 1988 in werking getreden, met terugwerkende kracht vanaf 1 januari 1988.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 29 maart 1988 te Sana'a tussen de bevoegde Nederlandse en Jemenitische autoriteiten een administratief akkoord tot stand gekomen inzake de ontwikkeling van het platteland van de provincie Al Bayda vanuit 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 First Secretary of the Embassy of the Kingdom of the Netherlands in the Yemen Arab Republic, Mr. J. L. IJzermans

and

the Yemen Arab Republic Minister for Agriculture and Fisheries, Mr Hussein Al Amri, 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 "Rada Integrated Rural Development".

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 "Rada Integrated Rural Development", 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.

3. The aforesaid cooperation between the two Parties is planned to last 2 years.

Article II

The Netherlands Contribution

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

- 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;
- provide equipment and materials;
- contribute to the provision of adequate means of transportation;
- provide, if necessary, technical support from the Netherlands;
- 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 total expenses of the above-mentioned Netherlands contribution shall not exceed the amount of Dfl. 10,500,000.- for the years 1988 and 1989, excluding the restfunds of the previous phase (1986-1987) being Dfl. 3,275,500.- and excluding Dfl. 2,700,000.- being the extra allocation for consultants committed in January 1987.

Article III

The Yemen Contribution

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

- provide sufficient qualified manpower and bear the cost of their families, allowances, emoluments and other rights, and bear the cost of their transport to and from the Project site;

- bear any charge, tax, levy or duty on land made available to the Project;
- bear the cost of insurance of Project vehicles made available by the Netherlands Party; except for those used by the Netherlands Staff;
- bear the cost of transporting and insure the equipment and materials made available by the Netherlands Party from the port of arrival in Yemen to its final destination;
- 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;
- contribute to the financing of the activities of the Project;
- contribute to the provision of adequate means of transportation;
- in general take all measures which will facilitate the co-operation between the Parties.

2. The value of the Yemen contribution will be YR 25 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 Party shall appoint the Ministry of Agriculture and Fisheries 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.

Article V

Delegation

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

Article VI

The Team-Leader

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

Article VII

Project Document

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

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

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

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

Article VIII

Status of the Netherlands Staff

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

Article IX

Status of the Netherlands Equipment and Materials

1. 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 both in the English and Arabic 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 March 29, 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 Agriculture and Fisheries

(sd.) HUSSEIN AL AMRI

Hussein Al Amri

Het akkoord is op 29 maart 1988 in werking getreden, met terugwerkende kracht vanaf 1 januari 1988.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 13 oktober 1988 te Sana'a tussen de bevoegde Nederlandse en Jemenitische autoriteiten een administratief akkoord tot stand gekomen inzake het ontwerp en de bouw van landbouwvoorlichtingscentra in het Tihama-gebied. 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 Agriculture and Fisheries, Dr Nasser Abdulla Al-Awlagi 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 "Tihama V; Design and Construction of Extension Centres",

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 "Tihama V; Design and Construction of Extension Centres", hereinafter referred to as "the Project".

2. The aim of the Project is:
the construction of extension centres with earthquake resistant building techniques and the introduction of such techniques to TDA, local contractors and the Tihama population.

3. The aforesaid cooperation between the two Parties is planned to last 2 years.

Article II

The Netherlands Contribution

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

- provide a Resident Engineer (12 m/m), a Construction Supervisor (12 m/m) and an architect (6 m/m);
- provide necessary backstopping (activities and support in the Netherlands);
- provide funds for the execution of the Project;
- provide project cars, project equipment and personal effects.

2. The total expenses of the above-mentioned Netherlands contribution shall not exceed the amount of Dfl. 5,635,000.-.

Article III

The Yemen Contribution

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

- equipped office space in Hodeidah for the consultant;
- secretarial support, draftsman and technical staff, including transport for supervision;
- assistance in importing free of tax project goods and of personal effects of consultants staff;
- assistance in obtaining of visa's for expatriate consultants staff;
- copies of all relevant documents.

2. The value of the Yemen contribution will be YR 1.32 mln.

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 Tihama Development Authority of the Ministry of Agriculture and Fisheries 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.

Article V

Delegation

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

Article VI

The Team-Leader

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

Article VII

Project Document

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

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

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

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

Article VIII

Status of the Netherlands Staff

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

Article IX

Status of the Netherlands Equipment and Materials

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

Article X

Reporting

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

Article XI

Evaluation

The Executive Authorities 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 July 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 13th day of October, 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 Arab Republic Minister of Agriculture and Fisheries,

(sd.) NASSER ABDULLA AL-AWLAGI

Dr. Nasser Abdulla Al-Awlagi

Het akkoord is op 13 oktober 1988 in werking getreden, met terugwerkende kracht vanaf 1 juli 1987.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 31 oktober 1988 te Sana'a tussen de bevoegde Nederlandse en Jemenitische autoriteiten een administratief akkoord tot stand gekomen inzake het Project betreffende de plattelandsgezondheidszorg in het Dhamar-gebied. 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 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 Health, Dr Mohammed Ali Mokbel, being the competent Yemen Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Yemen Party",

Considering

that the Parties have concluded an Administrative Arrangement, signed at Sana'a the seventh day of November 1981¹⁾ with respect to the joint implementation of a Project, entitled "Dhamar Governorate Health Services Programme";

that the afore-mentioned Administrative Arrangement in principle would expire on the first day of October 1991;

that the afore-mentioned Project consists of two different components, one concerning the basis health services in the Dhamar Governorate and one concerning the functioning and management of a referral hospital at Dhamar;

that the Parties have decided to divide the afore-mentioned Project into a different project for each of the components;

Having decided to cooperate in the Dhamar Hospital²⁾ 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 3rd October 1978, hereinafter referred to as "the Agreement",

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

Have entered into the following Administrative Arrangement:

¹⁾ Tekst van dat Akkoord is geplaatst in rubriek J van *Trb.* 1982, 56.

²⁾ Lees: Dhamar Rural Health.

Article I

The Project

1. The two Parties will jointly execute a project to be known as "Dhamar Rural Health Project" hereinafter referred to as "the Project".

2. The aim of the Project is:
to contribute to the improvement of health condition of the rural population in the Dhamar governorate through community based health activities.

3. The aforesaid cooperation between the two Parties is planned to last 5 years.

Article II

The Netherlands Contribution

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

- construction of a Health Office, workshop and store;
- construction of Primary health care units;
- selection and training of Female Primary Health Care Workers and Traditional Birth Attendants;
- Research.

2. The total expenses of the above-mentioned Netherlands contribution shall not exceed the amount of Dfl. 13.28 million (thirteen million twohundred and eighty thousand guilders)

Article III

The Yemen Contribution

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

- part of the costs of the construction of the Health Office;
- counterpart staff;
- running costs;
- regular drug supplies.

2. The value of the Yemen contribution is estimated at YR 8.2 million (eight million twohundred thousand).

Article VI

The Teamleader

The Netherlands Teamleader shall be responsible to the Netherlands Executive Authority for the correct implementation of the Netherlands contribution. The Teamleader 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 will 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 will establish by common consent a Project Document indicating in detail the contribution of either Party, the number of Netherlands staffmembers 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 list 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 financed International Staff to the Project will 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 will be applicable to the importation and exportation of the Netherlands equipment and materials for the Project.

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 Health 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 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

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

1. This Administrative Arrangement shall enter into force, with retroactive effect to 1 January 1986, 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.

2. From the date of entry into force of this Administrative Arrangement and of the Administrative Arrangement concerning the "Dhammar Basic Health Project"), the Administrative Arrangement signed at Sana'a the seventh day of November 1981 shall be considered as expired.

DONE at Sana'a on the 31st day of October 1988 in two originals in the English language.

For the Netherlands Minister of Development Co-operation,

(sd.) J.J. WIJENBERG

J. J. Wijenberg
31-10-88

The Yemen Arab Republic Minister of Health,

(sd.) MOHAMMED ALI MOKBEL

Dr. Mohammed Ali Mokbel

¹⁾ Lees: "Dhammar Hospital Project".

Het akkoord is op 31 oktober 1988 in werking getreden, met terugwerkende kracht vanaf 1 januari 1986.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 31 oktober 1988 te Sana'a tussen de bevoegde Nederlandse en Jemenitische autoriteiten een administratief akkoord tot stand gekomen inzake het Project betreffende het streekziekenhuis te Dhamar. 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 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 Health, Dr Mohammed Ali Mokbel, being the competent Yemen Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Yemen Party",

Considering

that the Parties have concluded an Administrative Arrangement¹⁾, signed at Sana'a the seventh day of November 1981 with respect to the joint implementation of a Project, entitled "Dhamar Governorate Health Services Programme";

that the afore-mentioned Administrative Arrangement in principle would expire on the first day of October 1991;

that the afore-mentioned Project consists of two different components, one concerning the basic health services in the Dhamar Governorate and one concerning the functioning and management of a referral hospital at Dhamar;

that the Parties have decided to divide the afore-mentioned Project into a different project for each of the components;

Having decided to cooperate in the Dhamar Hospital Project,

¹⁾ Tekst van dat Akkoord is geplaatst in rubriek J van *Trb.* 1982, 56.

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 3rd 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 "Dhamar Hospital Project" hereinafter referred to as "the Project".

2. The aim of the Project is the improvement of health in the Dhamar province by a well functioning hospital at Dhamar under Yemeni management.

3. This aim will be pursued by the continuation of the operation of the Dhamar Hospital at least at the present level of services and the training of staff at all levels.

4. The co-operation between the Parties to the Project is planned to last five years.

Article II

The Netherlands Contribution

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

- a. provide experts in a training and advisory function;
- b. provide part of investment and running costs, which part will decrease during the implementation of the Project.

2. The Netherlands contribution to the Project will not exceed an amount of 9,691,200 Dutch Guilders, including remaining funds of earlier stages of the Project.

Article III

The Yemen Contribution

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

- a. provide the necessary personnel;
- b. provide part of investment and running costs, which part will increase during the implementation of the Project;

- c. provide maintenance and repair of the hospital.
2. The Yemen contribution to the Project is estimated at YR 55 million.

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 Yemen Arab Republic Ministry of Health as the Yemen Executive Authority in charge 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 Team-Leader.

Article V

Delegation

Each of the Executive Authorities, mentioned in Article IV, will 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 will 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 to the Project. The Team-Leader will act in close consultation with the Yemen Executive Authority and respect the operational instructions given by the said Authority to the Yemeni personnel. The Yemen Executive Authority will 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 will establish by common consent a Project Document indicating in detail the contribution of either Party to the Project, the number of the Netherlands staff-members and their job description, 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 list 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 the Project will 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 will 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 take in close co-operation the decisions about the time and manner of evaluation of the Project.

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

1. This Administrative Arrangement shall enter into force, with retroactive effect to 1 January 1986, 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/or the Project Document, whichever date is the later.

2. From the date of entry into force of this Administrative Arrangement and of the Administrative Arrangement concerning the "Dhamar Basic Health Project"), the Administrative Arrangement signed at Sana'a the seventh day of November 1981 shall be considered as expired.

DONE at Sana'a on the 31st day of October 1988 in two originals in the English language.

For the Netherlands Minister of Development Cooperation,

(sd.) J.J. WIJENBERG

J. J. Wijenberg
31-10-88

The Yemen Arab Republic Minister of Health,

(sd.) MOHAMED ALI MOKBEL

Mohamed Ali Mokbel

¹⁾ Lees: "Dhamar Rural Health Project".

Het akkoord is op 31 oktober 1988 in werking getreden, met terugwerkende kracht vanaf 1 januari 1986.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 5 december 1988 te Sana'a tussen de bevoegde Nederlandse en Jemenitische autoriteiten een administratief akkoord tot stand gekomen inzake de ondersteuning van de databank van de Central Planning Organisation op het gebied van de volkstelling. De tekst van het akkoord luidt als volgt:

Administrative Arrangement

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

and

the Yemen Minister for Development, Chairman of CPO, Dr M. Saeed Al Atar, 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 Census/Data-bank CPO

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 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 Census/Databank CPO hereinafter referred to as "the Project".

2. The aim of the Project is:

– The provision of basic population data, required by the Government for policy formulation, development planning and administration.

- A strengthened statistical Department within the CPO, capable of carrying out various statistical activities, adequately using computer techniques.

3. The aforesaid co-operation 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:

- consultancies;
- computer equipment;
- training facilities.

2. The total expenses of the above mentioned Netherlands contribution shall not exceed the amount of Dfl. 1.600.000,- (one million, sixhundred thousand guilders).

Article III

The Yemen Contribution

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

- personnel;
- equipment;
- offices;
- running costs.

2. The value of the Yemen contribution is estimated at YR 21.500.000 (twentyone million fivehundred thousand).

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 for Development Cooperation 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.

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 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 staffmembers 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 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 January 1, 1988, 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 the 5th day of December 1988 in two originals in the English language.

For the Netherlands Minister for Development Cooperation,

(sd.) J.L. IJZERMANS

J. L. IJzermans
Chargé d'Affaires a.i.

The Yemen Minister for Development, Chairman of CPO,

(sd.) M. SAEED AL ATAR

Dr. M. Saeed Al Atar

Het akkoord is op 5 december 1988 in werking getreden, met terugwerkende kracht vanaf 1 januari 1988.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 2 april 1989 te Sana'a tussen de bevoegde Nederlandse en Jemenitische autoriteiten een administratief akkoord tot stand gekomen inzake het Cultureel Project ter ondersteuning van het Nationaal Museum van Rada. De tekst van het akkoord luidt als volgt:

Cultural Projects in the Yemen Arab Republic

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. Wijenberg, Ambassador Extraordinary and Plenipotentiary of the Kingdom of the Netherlands in the Yemen Arab Republic,

and

the Head of the General Organisation of Antiquities and Libraries,

Qadi Ismail el Akwa, 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. The Project provides for training of the staff of the National Heritage Museum, partly abroad, on restoration technique and the conservation of historical buildings.

3. The aim will be achieved by:

- training staff of the General Organisation of Antiquities and Libraries;
- drawing up a plan for the completion of the second floor (Islamic Section) and the installation of the Bedouin Section in the National Museum;
- upgrading of this building i.e. restoration and maintenance of the new national museum;
- preparation of texts for items to be displayed, slideshows, photographs, maps and the like in the new national museum and the old museum which will be converted into a museum for ethnography;
- collecting valuable historic, archeologic or ethnographic items for display in the new museum;
- completion of the roofrestoration and the repair of the portico of the Amiriya Mosque.

4. The aforesaid co-operation between the two Parties is planned to last for three years (01-01-1988 - 31-12-1990).

Article II

The Contribution of the Netherlands Party

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

- to supply qualified personnel;
- to provide one vehicle for transport;
- to provide special technical equipment for the museum complex according to the plan of operations referred to in Article VII.

2. The value of the above-mentioned contribution by the Netherlands Party to the Project shall not exceed 1.400.000,- (one million fourhundred thousand only) 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, to bear the costs of their salaries, allowances and other rights;
- 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 3.000.000,- (three million only) Yemen Riyals.

Article IV

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.

2. The Yemen Party shall appoint the General Organisation of Antiquities and Libraries as the Yemen Executive Authority.

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.

4. The above-mentioned Yemeni Executive Authority shall be represented as far as the day to day operations of the Project are concerned by the Director of the National Museum.

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

Project Management

The Netherlands and the Yemeni Project-Managers shall be responsible according to the Plan agreed by both Parties.

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 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 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 and after approval of the Yemen Executive Authority and the Central Planning Organisation.

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. 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 X

Reporting

The Management of the Project will submit to both Executive Authorities reports in the English and Arabic language on the progress made in the execution of the Project. On the termination of the Project the Dutch Project-Manager shall submit to both Parties a final report in English and Arabic on all aspects of the work done in connection with the Project.

Article XI

Review

Mid 1989 both Parties shall jointly evaluate the results of the Project reached this 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 retroactively on the 1st January, 1988 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 the second of April of 1989, in two originals in the English language.

*For the Netherlands Minister for Development Co-operation
The Ambassador of the Kingdom of the Netherlands,*

(sd.) J.J. WIJENBERG

J. J. Wijenberg

Head of the General Organisation of Antiquities and Libraries,

(sd.) QADI ISMAIL EL AKWA

Qadi Ismail el Akwa

Het akkoord is met terugwerkende kracht op 1 januari 1988 in werking getreden.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 22 mei 1989 te Sana'a tussen de bevoegde Nederlandse en Jemenitische autoriteiten een administratief akkoord tot stand gekomen inzake het Project betreffende het centrum voor eerstelijnsgezondheidszorg te 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

His Excellency, the Minister of Health of the Yemen Arab Republic, Dr Mohammed Ali Mokbel, 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 Primary Health Care Centre, Rada

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 3rd 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 "Primary Health Care Centre Rada" hereinafter referred to as "the Project".

2. The aim of the Project is:

Improvement of the health care facilities and health situation for pregnant women and children under five years of age.

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

Article II

The Netherlands Contribution

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

- Construction of a new Primary Health Care Centre in Rada
- Training of staff of the Primary Health Care Centre
- Supervision of Primary Health Care/MCH activities.

2. The total expenses of the above-mentioned Netherlands contribution shall not exceed the amount of Dfl. 1.750.000,- (one million sevenhundred and fifty thousand) (being the remaining funds of an earlier committed total amount of Dfl. 2.700.000,-).

Article III

The Yemen Contribution

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

- staff

- running costs (including salaries and maintenance)
 - drug supplies.
2. The value of the Yemen contribution is estimated at YR 4.460.000,- (four million fourhundred sixty thousand).

Article IV

The Executive Authorities

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

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 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 staffmembers 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 Financed Staff

The Netherlands financed 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 one 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 April 1988, 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 the twentysecond day of May, 1989 in two originals in the English language.

For the Netherlands Minister for Development Cooperation

(sd.) J.J. WIJENBERG

J. J. Wijenberg
Ambassador of the Netherlands

The Yemen Minister for Health

(sd.) MOHAMMED ALI MOKBEL

Dr. Mohammed Ali Mokbel

Het akkoord is op 22 mei 1989 in werking getreden, met terugwerkende kracht vanaf 1 april 1988.

Uitgegeven de *derde* november 1989.

De Minister van Buitenlandse Zaken,

H. VAN DEN BROEK

INHOUD

A.	TITEL	1
B.	TEKST	1
C.	VERTALING	1
D.	PARLEMENT	1
G.	INWERKINGTREDING	2
J.	GEGEVENS	2
	Administratief akkoord inzake de derde verlenging van het Project betreffende het Centrum voor de productie van pootaardappelen	2
	Administratief akkoord inzake de ontwikkeling van het platteland van de provincie Al Bayda vanuit de stad Rada	8
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