

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1990 Nr. 108

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 en *Trb.* 1989, 149.

De in rubriek J van *Trb.* 1989, 149 afgedrukte administratieve akkoorden zijn bij brieven van 9 januari 1990 medegegeeld 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, *Trb.* 1988, 164 en *Trb.* 1989, 149.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 29 oktober 1989 te Sana'a tussen de bevoegde Nederlandse en Jemenitische autoriteiten een administratief akkoord tot stand gekomen inzake het Project betreffende de opleiding en advisering ten behoeve van de pluimveehouderij. De tekst van het akkoord luidt als volgt:

Administrative Arrangement

The Netherlands Minister for Development Cooperation, being the competent Netherlands Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Netherlands Party", represented in this matter by Mr. J. G. Schouten, Chargé d'Affairs of the Royal Netherlands Embassy

and

the Yemen Minister of Agriculture and Fisheries, being the competent Yemen Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Yemen Party",

Having decided to cooperate in the Poultry Services 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",

Have entered into the following Administrative Arrangement:

Article I

The Project

1. The two Parties shall jointly execute a project to be known as "Poultry Services Project", hereinafter referred to as "the Project".

2. The aim of the Project is to assist the Ministry of Agriculture and Fisheries in strengthening the poultry sector in the Yemen Arab Republic by training of extensionists and farmers as well as by providing veterinary services.

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

Article II

The Netherlands Contribution

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

- a Teamleader, a Veterinary Expert, an Extension/Training Expert, a Laboratory Technician/Chemistry and a Laboratory Technician/Microbiology according to the Plan of Operation;
- fellowships and training;
- vehicles and equipment for broiler houses, layers houses, pullets houses and feed mill.

2. The total expenses of the above-mentioned Netherlands contribution shall not exceed the amount of Dfl. 4,150,000 (four million and onehundredandfiftythousand).

Article III

The Yemen Contribution

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

- operational costs, staff and personnel of the Poultry Services Project;
- operational costs, staff and personnel of the Poultry Laboratory Service at Sana'a and Taiz;
- office costs.

2. The value of the Yemen contribution is estimated at YR 17,737,300.

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 Directorate General for Animal Resources 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 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 to and of the extent of such delegation.

Article VI

The Teamleader

The Netherlands Teamleader and the Yemeni Manager will be responsible for the right and correct execution of the Project according to the Project Document to the respective Executive Authorities and their Governments.

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 timetable 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 Teamleader shall submit quarterly reports, including administrative, technical and financial aspects, 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 twice during the Project duration.

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 1st July 1988, on the date of signature by both Parties and shall expire at the end of the period mentioned in Article 1, 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 29th October 1989 in two originals in the English language.

For the Netherlands Minister for Development Cooperation

(sd.) J. G. SCHOUTEN

J. G. Schouten
Chargé d'Affaires

The Yemen Minister of Agriculture and Fisheries

(sd.) NASSER AL AWLAKUI

Het akkoord is op 29 oktober 1989 in werking getreden, met terugwerkende kracht vanaf 1 juli 1988.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 9 november 1989 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, fase II. 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 Minister for Electricity and Water, H.E. Mr. Jamal Mohammed Abdo, being the competent Yemen Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Yemen Party",

Having decided to cooperate in the Project: Sources for Sana'a Water Supply (phase II),

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 "Sources for Sana'a Water Supply (phase II)", hereinafter referred to as "the Project".
2. The aim of the Project is investigating and planning for an adequate water supply for Sana'a city.
3. The aforesaid cooperation between the two Parties is planned to last approximately 2 years.

Article II

The Netherlands Contribution

1. The Netherlands Party shall make the following contribution to the Project:
 - provide a resident hydrogeologist (24 m/m) as Teamleader, a hydrologist (4 m/m), a geophysicist/resistivity specialist (7 m/m), a geophysicist/seismics specialist (3 m/m), a mechanical/instrument engineer (7 m/m), miscellaneous short-term consultants (4 m/m) and necessary back-stopping;
 - hydrological equipment, office equipment, vehicles and operational funds;
 - funds for subcontractors (drilling, specialized field work);
 - training for Yemeni engineers and technicians.
2. The total expenses of the above-mentioned Netherlands contribution shall not exceed the amount of Dfl. 4,300,000 (four million and threehundredthousand).

Article III

The Yemen Contribution

1. The Yemen Party shall make the following contributions to the Project:
 - counterpart staff (as specified in the Project Document);
 - office space;
 - facilities for water analysis;

- provision of seismic data and reports;
- field allowances for local Project staff.

2. The value of the Yemen contribution is estimated at YR 1,958 mln.

3. For some of its activities the Project will benefit to have access to information from YAR government agencies which is considered to be confidential (e.g. seismic data from hydrocarbon exploration studies). In such cases, NWSA will make and follow up a request to these agencies in order to make this information available to the Project's staff, to the extent required by the approved Project activities.

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 National Water and Sewerage Authority of the Ministry of Water and Electricity 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 to and of the extent of such delegation.

Article VI

The Netherlands Teamleader

The Netherlands Teamleader shall be responsible to the Netherlands Executive Authority for the correct implementation of the Netherlands contribution. The Teamleader 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 information and approval except through National Water and Sewerage Authority. The Yemen Executive Authority shall provide the Teamleader with any available 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 timetable 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

1. The Netherlands staff financed by the Netherlands Executive Authority 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 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 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, on the date of signature by both Parties and shall expire at the end of the period mentioned in Article 1, 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 9th November 1989 in two originals in the English language.

For the Netherlands Minister for Development Cooperation

(sd.) J. J. WIJENBERG

J. J. Wijenberg
Ambassador

The Yemen Minister for Electricity and Water

(sd.) JAMAL MOHAMMED ABDO

Jamal Mohammed Abdo

Het akkoord is op 9 november 1989 in werking getreden.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 18 november 1989 te Sana'a tussen de bevoegde Nederlandse en Jemenitische autoriteiten een administratief akkoord tot stand gekomen inzake de eerstelijnsgezondheidszorg in Hodeidah. De tekst van het akkoord luidt als volgt:

Administrative Arrangement

The Netherlands Minister for Development Cooperation, being the competent Netherlands Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Netherlands Party", represented in this matter by Mr. J.J. Wijenberg, Ambassador Extraordinary and Plenipotentiary of Her Majesty the Queen of the Netherlands,

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 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 "Hodeidah Urban Primary Health Care", hereinafter referred to as "the Project".
2. The aim of the Project is:
 - To improve the health status of the population of the South-Eastern and Northern less developed areas of the city of Hodeidah, through applying the strategy of (Urban) Primary Health Care (PHC) in harmony with the Yemen Arab Republic National Plan;
 - To integrate the Project in the structure of the Hodeidah Governorate Health Office.
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:
 - To supply qualified personnel and to bear all expenses incurred by this personnel and their families;
 - To supply consultants for missions;
 - To strengthen the Health Centres in the areas as mentioned in Article I.2;
 - To make available training facilities for female PHC-workers and traditional birth attendants within and outside the Project;
 - To contribute to the costs of local staff and the running costs of the Project, gradually decreasing annually during the period of the Project according to the Plan of Operations.
2. The total expenses of the above-mentioned Netherlands contribution shall not exceed the amount of Dfl. 4,850,000 (four million and eighthundredandfiftythousand) including an amount of Dfl. 650,000 (sixhundredandfiftythousand) of previous allocation.

Article III

The Yemen Contribution

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

- To allow the Project to work in the present health centres in the areas mentioned in Article I.2 under the supervision of the Hodeidah Governorate Health Office and to allow the Project to occupy office space in the building of the Hodeidah Governorate Health Office;

- To supply the agreed number of staff and counterparts as specified in the Plan of Operations and to contribute to the costs of their salaries and allowances in compensation of the decreasing Netherlands' contribution in accordance with the budget as mentioned in the Plan of Operations;

- The value of the Yemen contribution is estimated at least at YR. 2,920,000 (two million and ninehundredandtwentythousand) including YR. 500,000 (fivehundredthousand) for the running costs.

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 Teamleader whose appointment needs the approval of the Yemen Executive Authority.

4. The above-mentioned Yemen Executive Authority shall nominate a Yemen counterpart Teamleader after consultation with 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 to and of the extent of such delegation.

Article VI

The Netherlands 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 shall provide the Teamleader with any information that may be considered necessary for the execution of the Project.

Article VII

Plan of Operations

1. The Executive Authorities shall establish by common consent a Plan of Operations 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 Plan of Operations shall include a budget concerning each item of the contribution of either Party, a timetable and lists of equipment and materials to be supplied by 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 the Executive Authorities in common agreement.

Article VIII

Status of the Expatriate Staff

1. The expatriate staff financed by the Netherlands Executive Authority shall enjoy privileges and immunities, mentioned in the Articles II and III of the Arrangement.

2. The staff shall not assume its duties in the Project unless the competent authorities in the Yemen Arab Republic have granted agreement.

3. This staff, as well as consultants working with the Project, shall

not undertake scientific studies without the written approval of the Ministry of Health.

4. This staff, as well as consultants working with the Project, will respect the Yemen law and traditions during its assignment for the Project in Yemen.

Article IX

Status of the Netherlands Equipment and Materials

The provisions of Article V of the Arrangement 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 and the Arabic 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 and the Arabic language on all aspects of the work done in connection with the Project.

Article XI

Evaluation

The Executive Authorities will evaluate the Project every two years.

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, on 1st April 1987, on the date of signature by both

Parties and shall expire at the end of the period mentioned in Article 1, 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 Plan of Operations, whichever date is the later.

DONE at Sana'a on the eighteenth day of November 1989 in two originals in the English language.

For the Netherlands Minister for Development Cooperation

(sd.) J. J. WIJENBERG

J. J. Wijenberg
Ambassador

The Yemen Minister of Health

(sd.) MOHAMMED ALI MOKBEL

Dr. Mohammed Ali Mokbel

Het akkoord is op 18 november 1989 in werking getreden, met terugwerkende kracht vanaf 1 april 1987.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 30 november 1989 te Sana'a tussen de bevoegde Nederlandse en Jemenitische autoriteiten een administratief akkoord tot stand gekomen inzake het Project ter verbetering van de vuilophaal in Dhamar. 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 Chargé d'Affaires a.i. of the Royal Netherlands Embassy at Sana'a, Mr. J.G. Schouten

and

His Excellency, the Minister of Municipalities and Housing of the Yemen Arab Republic, Eng. Mohsin Ali Al-Hamdani, being the competent Yemen Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Yemen Party",

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

Have entered into the following Administrative Arrangement:

Article I

The Project

1. The two Parties shall jointly execute a project to be known as "Dhamar Environmental Health and Waste Disposal Project", hereinafter referred to as "the Project".

2. The aim of the Project is to improve the environmental health situation and sanitation services in Dhamar town and to establish within the Dhamar municipality an efficient and effective organisation for the collection of solid household, commercial and industrial waste.

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

Article II

The Netherlands Contribution

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

- expertise;
- rolling stock and equipment;
- construction workshop.

2. The total expenses of the above-mentioned Netherlands contribution shall not exceed the amount of Dfl. 5,200,000.

Article III

The Yemen Contribution

1. The Yemen Party shall make the following contribution to the Project: local costs pertaining to running costs.

2. The value of the Yemen contribution is estimated at YR. 3,2 million annually.

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 Municipalities and Housing 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 to 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 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 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 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 timetable 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 equipment and materials for the Project.

Article X

Reporting

The Project 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 involved 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 by consultation between both Parties shall be referred to the respective Governments.

Article XIII

Entry into Force and Duration

This Administrative Arrangement shall enter into force, with retroactive effect to August 1, 1989, on the date of signature by both Parties and shall expire at the end of the period mentioned in Article I, paragraph 4, of this Arrangement or on the date on which the Project has been completed in conformity with the provisions of this Arrangement and of the Project Document, whichever date is the later.

DONE at Sana'a on the 30th day of November, 1989 in two originals in the English language.

For the Netherlands Minister for Development Cooperation

(sd.) J. G. SCHOUTEN

J. G. Schouten

The Minister of Municipalities and Housing of the Yemen Arab Republic

(sd.) MOHSIN ALI AL-HAMDANI

Eng. Mohsin Ali Al-Hamdani

Het akkoord is op 30 november 1989 in werking getreden, met terugwerkende kracht vanaf 1 augustus 1989.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 14 december 1989 te Sana'a tussen de bevoegde Nederlandse en Jemenitische autoriteiten een administratief akkoord tot stand gekomen inzake de ondersteuning van de Raad ter bescherming van het milieu. 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 Minister of Municipalities and Housing, H.E. Eng. Muhsin Ali Al Hamdani, being the competent Yemen Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Yemen Party",

Having decided to cooperate in the Project Support to the Environmental Protection Council,

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 "Support to the Environmental Protection Council", hereinafter referred to as "the Project".
2. The aim of the Project is to strengthen the institutional framework for environmental management.
3. The aforesaid cooperation between the two Parties is planned to last 2 years and 6 months.

Article II

The Netherlands Contribution

1. The Netherlands Party shall make the following contribution to the Project:
 - a resident environmental advisor (30 m/m), short-term consultants (6 m/m);

- training;
- equipment.

2. The value of the above-mentioned contribution by the Netherlands Party to the Project shall not exceed Dfl. 1,625,000 (one million and six hundred and twenty five thousand Netherlands Guilders only) 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:

- counterpart staff;
- office space.

2. The value of the Yemen contribution is estimated at YR. 600,000 (six hundred thousand Yemeni Riyals only).

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.

2. The Yemen Party shall appoint the Environmental Health Department, Ministry of Municipalities and Housing 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.

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 to 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 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 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 stating 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 timetable and lists of equipment and materials to be supplied by either Party. Procurement of the equipment and materials concerned shall be effectuated by mutual consent of the Executive Authorities.

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 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 and Arabic 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.

Article XIII

Entry into Force and Duration

This Administrative Arrangement shall enter into force, on the date of signature by both Parties and will cover the whole period of duration of the Project as mentioned in Article I, paragraph 3, of this Arrangement as well as a possible extension of the Project duration.

DONE at Sana'a on the 14th of December 1989 in two originals in the English language.

For the Netherlands Minister for Development Cooperation

(sd.) J. J. WIJENBERG

J. J. Wijenberg
Ambassador

The Yemen Minister of Municipalities and Housing

(sd.) MUHSIN ALI AL HAMDANI

Eng. Muhsin Ali Al Hamdani

Het akkoord is op 14 december 1989 in werking getreden.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 26 december 1989 te Sana'a tussen de bevoegde Nederlandse en Jemenitische autoriteiten een administratief akkoord tot stand gekomen inzake het opzetten van universitaire cursussen op het gebied van de hydrologie en de sanitatie. De tekst van het akkoord luidt als volgt:

Administrative Arrangement

The Netherlands Minister for Development Cooperation, being the competent Netherlands Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Netherlands Party", represented in this matter by Mr. J. G. Schouten, Chargé d'Affaires of the Royal Netherlands Embassy

and

the Sana'a University, being the competent Yemen Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Yemen Party", represented in this matter by Professor Abdulaziz Al-Magaleh, University Rector,

Having decided to cooperate in the Training Programmes in Hydrology and Sanitary Engineering,

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

“Training Programmes in Hydrology and Sanitary Engineering”, hereinafter referred to as “the Project”.

2. The aim of the Project is the implementation of a structured water programme at the University of Sana’a.

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:

Manpower:

- 1 Project Manager for about 1 year, starting August 1989;
- 1 Scientific Officer for about 1 year, starting February 1990;
- 1 Project Manager for about 1 year, starting January 1991;
- 1 Project Secretary for the duration of the Project (3 years) – part-time;
- enlist the services of expatriates working in similar projects in Yemen.

Equipment (as specified in appendix of the Plan of Operations):

- Reproduction materials;
- Additional lecturing tools like audio-visuals;
- Limited additional equipment.

Financial contributions:

- Compensation for daily allowances;
- Payment of English training courses;
- Transport and lodging during fieldwork;
- Daily allowances for non-Sana’a residents.

2. The total expenses of the above-mentioned Netherlands contribution shall not exceed the amount of Dfl. 3,454,000 (three million and fourhundredandfiftyfourthousand).

Article III

The Yemen Contribution

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

- Local lecturing staff;

- Training facilities (lecture rooms, discussion rooms, computer and laboratory facilities);
- Laboratory and field equipment;
- Interlocal telephone connection for Project Manager;
- Project Coordinator (part-time).

2. The value of the Yemen contribution is estimated at YR 2 300 000.

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 Faculty of Engineering of the University of Sana'a as the Yemen Executive Authority in charge of the implementation of the Project under supervision of the Central Planning Organization.

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 to 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 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 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 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 timetable 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 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. Any data or information collected in this project is the

property of both parties and shall not be disseminated without prior approval of both parties.

Article XI

Evaluation

The Executive Authorities will evaluate the Project within 1½ year after the start 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

Entry into Force and Duration

This Administrative Arrangement shall enter into force, with retroactive effect to 1st August 1989, on the date of signature by both Parties and shall expire at the end of the period mentioned in Article 1, 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 26th day of December 1989 in two originals in the English language.

For the Netherlands Minister for Development Cooperation

(sd.) J. G. SCHOUTEN

J. G. Schouten
Chargé d'Affaires

For Sana'a University

(sd.) ABDULAZIZ AL-MAGALEH

Professor Abdulaziz Al-Magaleh
University Rector

Het akkoord is op 26 december 1989 in werking getreden, met terugwerkende kracht vanaf 1 augustus 1989.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 28 januari 1990 te Sana'a tussen de bevoegde Nederlandse en Jemenitische autoriteiten een administratief akkoord tot stand gekomen inzake het Project betreffende het beheer van gemeentelijke slachthuizen en vleesmarkten, fase VI¹⁾. 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 Municipalities and Housing of the Yemen Arab Republic, Eng. Mohsin Ali Al-Hamdani, being the competent Yemen Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Yemen Party",

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

Having successfully cooperated in the "Management of Municipal Slaughterhouses and Meatmarkets Project", Phases I, II, III, IV and V,

Having decided to extend their cooperation in the "Management of Municipal Slaughterhouses and Meatmarkets Project" and therefore starting now Phase VI.

Have entered into the following Administrative Arrangement:

¹⁾ De administratieve akkoorden inzake de fasen I, II en III zijn afgedrukt in resp. *Trb.* 1983, 15, *Trb.* 1984, 103 en *Trb.* 1987, 12. Fase IV is van een zodanig korte duur geweest dat er geen administratief akkoord over is gesloten. Het administratief akkoord inzake fase V is op 24 november 1988 in werking getreden, met terugwerkende kracht vanaf 1 januari 1987. Het akkoord is afgelopen op 28 januari 1990. Het is niet afgedrukt in het Tractatenblad.

Article I

The Project

1. The two Parties shall jointly carry out a project, entitled "Management of Municipal Slaughterhouses and Meatmarkets, Phase VI", hereinafter referred to as "the Project".

2. The aims of the Project are preventive health care by improving the hygiene and sanitary conditions under which animals are slaughtered and meat is marketed, to increase export earnings by improving the quality of hides and skins and to contribute to domestic animal production.

3. These aims shall be achieved by:

- continuing to pursue the legalization of the organization as an independent, commercially viable institution;
- transferring remaining project management responsibilities from the team of experts to the Yemeni counterpart organization;
- maintaining the hygienic and sanitary standards of the existing slaughterhouses in Sana'a, Taiz and Hodeidah, Dhamar and Al Bayda;
- expanding the scope of the operations by including rehabilitation of slaughterhouse in Ibb and by upgrading the meat markets in Ibb, Hodeidah and Sana'a;
- improving the curing of hides and skins and the establishments of a strong marketing channel for hides and skins, thus increasing the commercial viability of the slaughterhouse operations; for this purpose it is considered essential that the Project retains ownership of hides and skins of all animals slaughtered in the new establishments as well as in the existing operational slaughterhouses;
- developing an adequate and profitable distribution system for the rendering plant products to the small farmers;
- strengthening public awareness of the benefit of consuming meat slaughtered and sold under hygienic conditions;
- supporting the introduction and the enforcement of legislation with regard to the slaughtering, handling, transport, storage and sale of meat;
- advising smaller towns on the preparation, design and start-up of small slaughtering, meat distribution and marketing facilities;
- providing spare parts to replace worn-out equipment in existing slaughterhouses;
- drawing up a technical maintenance plan;
- training technical staff;
- managing of operations on a commercial basis;
- actual handover of General Management responsibilities to Yemeni Management;

- training of and handing over of responsibility to the Yemen management and key staff;
- improving methods, techniques and hygiene standards in the slaughtering and butchering process.

4. The aforesaid cooperation between the two Parties is planned to last one year.

Article II

The Contribution of the Netherlands Party

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

- training of staff;
- improvement of meatmarkets in Hodeidah;
- assistance in starting-up of auxiliary activities, e.g. tanneries, animal feeds production and so on;
- the construction of a slaughterhouse and a meatmarket in Ibb;
- implementation of a programme of consumer education.

2. The value of the above-mentioned Netherlands contribution shall not exceed the amount of Dfl. 7,000,000.

Article III

The Contribution of the Yemen Party

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

- continued operation of facilities in Sana'a, Taiz, Hodeidah, Dhamar and Al Bayda;
- operation of rendering plant;
- to continue the promotion of an autonomous institution for operating the slaughterhouses and meatmarkets;
- to use surplus funds generated by the slaughterhouses and meatmarkets in operation for expansion in slaughterhouse and marketing activities in other towns;
- to pursue an active policy to reduce slaughtering outside the slaughterhouse in places where a slaughterhouse exists;
- to introduce and enforce proper legislation on hygiene and sanitary conditions in meat selling points;
- to provide building sites and buildings.

2. The value of the Yemen contribution is:

- YR 8,000,000 out of countervalue funds for slaughterhouse and meatmarkets in Ibb and for meatmarkets in Sana'a and Hodeidah;

- an estimated amount of YR 38,000,000.- being the entire revenues of the Project during the period of this arrangement;
- an amount of YR 16,515,000.- for land;
- an amount of YR 4,300,000.- for buildings;
- the costs of counterparts, estimated at YR 875,000.-;
- additional capital funds, as required.

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 Municipalities and Housing 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 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 to and of the extent of such delegation.

Article VI

The Project Management

1. The Project Management, consisting of the General Manager appointed by the Yemen Executive Authority and the Teamleader, mentioned in Article IV, of this Arrangement, acting in the role of General Management Advisor, shall be jointly responsible to the Yemen Executive Authority for the implementation of the Project.
2. The Teamleader shall be responsible to the Netherlands Executive Authority for the implementation of the Netherlands contribution.

3. The Project Management will be responsible for the day-to-day conduct of business along agreed policy lines, in particular:

– money generated by the Project will be retained within the Project and day-to-day expenditures will be under control of members of executive management within the authorized limits assigned to them;

– recruitment, salary scales and disciplinary action for personnel.

The accounts of the Project will be kept in a proper manner and will be subject to annual inspection by independent (internationally accepted) auditors.

Article VII

Plan of Operations

1. The Executive Authorities shall establish by common consent a Plan of Operations, stating in detail the itemized budget of the contribution of the Netherlands Party; the time schedule, itemized per expert, of management services; the details of the contribution of the Yemen Party.

2. The Plan of Operations, Phase II, nr. R6518/8920 dated March 1989 shall form an integral part of this Administrative Arrangement.

3. The Project Document may be amended by common consent between the Executive Authorities.

Article VIII

Status of the Netherlands Staff

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

Article IX

Equipment and Materials

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

2. All buildings, equipment and supplies provided by the Netherlands Party for the Project shall become the property of the Yemen Party upon delivery, or the taking in use, or the taking in store as soon as they are no longer used solely by the foreign experts and not later than at the end of the Project.

Article X

Reporting

The Project management shall submit to both Executive Authorities a quarterly report in the English language on the progress made in the execution of the Project. A concise quarterly report in the Arabic language by the Yemeni Project Manager, in cooperation with the Advisors will be annexed.

On termination of the Project, the Project Management shall submit to all parties involved a final report in the English and the Arabic language on all aspects of the work done in connection with the Project.

Article XI

Evaluation

Periodically and after termination of the Project the Executive Authorities shall evaluate the result of the Project.

Article XII

Settlement of Disputes

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

Article XIII

Entry into Force and Duration

1. This Administrative Arrangement shall enter into force, with retroactive effect to May 1st, 1989, on the date of signature by both Parties and shall expire at the end of the period mentioned in Article I, paragraph 4, of this Arrangement or on the date on which the Project has been completed in conformity with the provisions of this Arrangement and of the Project Document, whichever date is the later.

2. Upon entry into force of this Arrangement, the previous Arrangement concerning Phase V of the Project, signed on 24th November 1988 at Sana'a will be considered as expired.

Article XIV

Amendments

Amendments, proposed to the provisions of this Administrative Arrangement can be agreed upon by both Parties by exchange of notes.

DONE at Sana'a on the 28th day of January 1990 in two originals in the English language.

For the Netherlands Minister for Development Cooperation

(sd.) J. J. WIJENBERG

Drs. J. J. Wijenberg

The Minister of Municipalities and Housing of the Yemen Arab Republic

(sd.) MOHSIN ALI AL-HAMDANI

Eng. Mohsin Ali Al-Hamdani

Het akkoord is op 28 januari 1990 in werking getreden, met terugwerkende kracht vanaf 1 mei 1989.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 26 maart 1990 te Sana'a tussen de bevoegde Nederlandse en Jemenitische autoriteiten een administratief akkoord tot stand gekomen inzake het Project vrouwen en ontwikkeling. De tekst van het akkoord luidt als volgt:

Administrative Arrangement

The Netherlands Minister for Development Cooperation, being the competent Netherlands Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Netherlands Party", represented in this matter by Mr. J.J. Wijenberg, Ambassador Extraordinary and Plenipotentiary of Her Majesty the Queen of the Netherlands,

and

His Excellency, the Minister for Social Affairs and Labour of the Yemen Arab Republic, Mr. Ahmed Mohammed Luqman, being the

competent Yemen Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Yemen Party",

Having decided to cooperate in the Project Women and Development YE/89/002,

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 "Women and Development", hereinafter referred to as "the Project".
2. The aim of the Project is:
 - a. Support of Women's development activities concentrated on the Yemen Women's Association (YWAS);
 - b. Cadre Training Programme (CTP) for the YWAS.
3. These aims shall be pursued by:
 - organizing and upgrading of courses for women in the field of literacy and vocational training;
 - manufacturing and marketing of products;
 - completion of the YWA-building in Taiz;
 - development of a Cadre Training Programme for female teachers.
4. The aforesaid cooperation between the two Parties is planned to last 3 years (a), resp. 2 years (b).

Article II

The Netherlands Contribution

1. The Netherlands Party shall make the following contribution to the Project:
 - a. for YWA: investments, personnel and contingencies up to Dfl. 1,850,000;
 - b. for CTP: personnel and training/operations up to Dfl. 500,000.
2. The total expenses of the above-mentioned Netherlands contribution shall not exceed the amount of Dfl. 2,350,000 (two million and threehundredandfiftythousand).

Article III

The Yemen Contribution

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

- Counterpart Cadre Training Programme (Women and Development);
- Travelling expenses driver and counterpart for Cadre Training Programme;
- Running costs Cadre Training Programme;
- The regular MOSAL contributions to the Yemen Women's Associations in Taiz, Dhamar and Hodeidah.

2. The value of the Yemen contribution is estimated at YR. 1,980,000 (one million and ninehundred and eightythousand).

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 Social Affairs and Labour 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 to and of the extent of such delegation.

Article VI

The Netherlands 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 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 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 timetable 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 Arrangement 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

Evaluation

The Executive Authorities will evaluate the Project within 1 year after 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 1st January 1989, on the date of signature by both Parties and shall expire at the end of the period mentioned in Article 1, paragraph 4, of this Arrangement or on the date on which the Project has been completed in conformity with the provisions of this Arrangement and of the Plan of Operations, whichever date is the later.

DONE at Sana'a on the 26th day of March 1990 in two originals in the English language.

For the Netherlands Minister for Development Cooperation

(sd.) J. J. WIJENBERG

J. J. Wijenberg
Ambassador

The Yemen Minister of Social Affairs and Labour

(sd.) AHMED MOHAMMED LUQMAN

Ahmed Mohammed Luqman

Het akkoord is op 26 maart 1990 in werking getreden, met terugwerkende kracht vanaf 1 januari 1989.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 20 mei 1990 te Sana'a tussen de bevoegde Nederlandse en Jemenitische autoriteiten een administratief akkoord tot stand gekomen inzake het Project (Grond)wateronderzoek Jemen-fase IV. 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 H. J. Wijenberg

and

the Yemen Arab Republic Minister of Oil and Mineral Resources, Mr Ahmed Ali Al Mohanny, 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 Water Resources Assessment Yemen-Phase IV,

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 Water Resources Assessment Yemen-Phase IV (WRAY-IV), hereinafter referred to as "the Project".
2. The aim of the Project is to achieve self-reliance of the General Department of Water Resources Studies with respect to the execution of water resources investigations, data collection and analysis.
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 contributions to the Project:
 - long term and short term technical assistance;
 - equipment;
 - training.
2. The total expenses of the above-mentioned Netherlands contribution is estimated at Dfl. 4,6 million (four million six hundred thousand Dutch Guilders).

Article III

The Yemen Contribution

1. The Yemen Party shall make the following contributions to the Project:
 - to provide a graduate Yemeni leader full-time and 13 technicians;
 - to provide a building, offices, stores and a workshop;
 - to provide salaries according to the Project Document.
2. The value of the Yemen contribution is estimated at YR. 10 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 General Department of Water Resources Studies 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.

Any person brought to work in the Project has no right to dispose – in any form – of any information obtained as a result of his function in the Yemen Arab Republic without prior written approval from the competent Yemeni Authorities.

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 consulta-

tion 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 1st January 1990, 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 20th day of May 1990, in two originals in the English language.

For the Netherlands Minister for Development Cooperation,

(sd.) J. J. WIJENBERG

J. J. Wijenberg

The Yemen Minister of Oil and Mineral Resources,

(sd.) AHMED ALI AL MOHANNY

Ahmed Ali Al Mohanny

Het akkoord is op 20 mei 1990 in werking getreden, met terugwerkende kracht vanaf 1 januari 1990.

Uitgegeven de vierentwintigste juli 1990.

De Minister van Buitenlandse Zaken a.i.,

J. E. ANDRIESSEN

INHOUD

A. TITEL	1
B. TEKST	1
C. VERTALING	1
D. PARLEMENT	1
G. INWERKINGTREDING	1
J. GEGEVENS	2
Administratief akkoord inzake het Project betreffende de opleiding en advisering ten behoeve van de pluimveehoude- rij	2
Administratief akkoord inzake het Project bronnen voor de watervoorziening van Sana'a, fase II	6
Administratief akkoord inzake de eerstelijnsgezondheids- zorg in Hodeidah	11
Administratief akkoord inzake het Project ter verbetering van de vuilophaal in Dhamar	16
Administratief akkoord inzake de ondersteuning van de Raad ter bescherming van het milieu	21
Administratief akkoord inzake het opzetten van universitair- re cursussen op het gebied van de hydrologie en de sanitatie .	25
Administratief akkoord inzake het Project betreffende het beheer van gemeentelijke slachthuizen en vleesmarkten, fase VI	30
Administratief akkoord inzake het Project vrouwen en ontwikkeling	36
Administratief akkoord inzake het Project (Grond)wateron- derzoek Jemen-fase IV	41
