

# TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

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JAARGANG 1991 Nr. 191

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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, laatstelijk, *Trb.* 1991, 24.

Het in rubriek J van *Trb.* 1991, 24 afgedrukte administratief akkoord is bij brieven van 31 mei 1991 medegedeeld aan de Eerste en de Tweede Kamer der Staten-Generaal.

De in rubriek J hieronder afgedrukte administratieve akkoorden behoeven ingevolge artikel 91, juncto additioneel artikel XXI, eerste lid, onderdeel b, van de Grondwet en 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, *Trb.* 1989, 149, *Trb.* 1990, 108 en *Trb.* 1991, 24.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Sana'a op 10 februari 1991 tussen de bevoegde Nederlandse en Jemenitische autoriteiten een administratief akkoord tot stand gekomen inzake een project betreffende de geïntegreerde ontwikkeling van het platteland van het district 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 of the Kingdom of the Netherlands in the Republic of Yemen, H.E. Mr. J. J. Wijenberg

and

the Republic of Yemen Minister of Agriculture and Water Resources, H.E. Mr. Sadiq Amin Abu Ras, 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 "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 3rd October 1978, hereinafter referred to as "the Agreement", which both Parties agree to be applicable to the Republic of Yemen;

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 3 years.

## Article II

### *The Netherlands Contribution*

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

- to make available a Technical Assistance Unit, consisting of qualified advisors for an assignment in Yemen, and bear all expenses incurred by the advisors and their families;
- provide equipment and materials and those spare parts that are not provided by the Yemen contribution under Article III.1;
- 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. 24,100,000.- for the years 1990, 1991 and 1992 including the remaining funds for the previous phase (1988-1989) being Dfl. 2,600,000.-.

## 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 transport and insurance of 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;
- in general take all measures which will facilitate the cooperation between the Parties.

2. The value of the Yemen contribution will be YR 58 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 Water Resources as the Yemen Executive Authority in charge of the implementation of the Project.

3. The above-mentioned Netherlands Executive Authority shall be represented in Yemen, as far as the day-to-day operations of the Project are concerned, by the Netherlands 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 or institutions delegated and of the extent of such delegation.

#### Article VI

##### *The Teamleader*

The Netherlands Teamleader shall be responsible to the Netherlands Executive Authority for the correct implementation of the Netherlands contribution. The 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 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 Teamleader 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 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 2 years 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 retro-active effect to 1st January 1990, 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 10th February, 1991 in two originals in the English language.

*For the Netherlands Minister for Development Cooperation*

(sd.) J. J. WIJENBERG

J. J. Wijenberg

*The Minister of Agriculture and Water Resources*

(sd.) SADIQ AMIN ABU RAS

Sadiq Amin Abu Ras

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Het akkoord is op 10 februari 1991 in werking getreden, met terugwerkende kracht vanaf 1 januari 1990.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Sana'a op 21 augustus 1991 tussen de bevoegde Nederlandse en Jemenitische autoriteiten een administratief akkoord tot stand gekomen inzake het Project betreffende bevordering van kleinschalige ondernemingen. 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 Republic of Yemen H.E. Mr. J. J. Wijenberg

and

the Yemen Minister for Planning and Development, being the competent Yemen Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Yemen Party", represented in this matter by Dr. Faraj Bin Ghanem,

Having decided to cooperate in the Project "Promotion of Small-Scale Enterprises",

Having regard to the provisions of Article I of the Agreement on Technical Cooperation between the Kingdom of the Netherlands and the Republic of Yemen, 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 "Promotion of Small-Scale Enterprises", hereinafter referred to as "the Project".
2. The aim of the Project is to stimulate and facilitate the participation of local entrepreneurs in the economy and to build up a viable local institutional framework which can provide the necessary services to this sector.
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 contributions to the Project:

- the provision of technical assistance (two advisors);
- the provision of training facilities;
- the purchase of office equipment;
- the granting of foreign exchange of SEDU (Small Enterprises Development Unit) – loans.

2. The total expenses of the above-mentioned Netherlands contribution shall not exceed the amount of Dfl. 4,000,000.–.

## Article III

*The Yemen Contribution*

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

- assist in the provision of premises, staff and operating expenses and office equipment for SEDU;
- provide counterpart staff for the two advisors;
- facilitate the implementation of the Project by coordinating with appropriate ministries of the government;
- participate in the provision of loan fund of SEDU.

2. The value of the Yemen contribution is estimated at YR. 5,8 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 Industrial Bank of Yemen (IBY) 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 or institutions delegated and of the extent of such delegation.

## Article VI

*The Teamleader*

The Netherlands Teamleader shall be responsible to the Netherlands Executive Authority for the correct implementation of the Netherlands contribution. The 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 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 Executive Authorities shall prepare an Annual Work Plan which shall include a budget concerning each item of the contribution of either Party, a time-table, outputs, activities and lists of equipment and materials to be supplied by either Party.

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

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

## Article VIII

*Status of the Netherlands Staff*

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

## Article IX

*Status of the Netherlands Equipment and Materials*

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

## Article X

*Reporting*

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

## Article XI

*Evaluation*

The Executive Authorities will evaluate the Project within 2 years 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 retro-active effect to 1st May 1990, 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 21st August 1991 in two originals in the English language.

*For the Netherlands Minister for Development Cooperation*

(sd.) J. J. WIJENBERG

J. J. Wijenberg

*For the Yemen Minister of Planning and Development*

(sd.) FARAJ BIN GHANEM

Dr. Faraj Bin Ghanem

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Het akkoord is op 21 augustus 1991 in werking getreden, met terugwerkende kracht vanaf 1 mei 1990.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Sana'a op 8 september 1991 tussen de bevoegde Nederlandse en Jemenitische autoriteiten een administratief akkoord tot stand gekomen inzake het Project betreffende steunverlening aan het departement van watervoorziening van het platteland, 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 Chargé d'Affairs a.i. of the Royal Netherlands Embassy at Sana'a, Republic of Yemen, Mr. J. G. Schouten,

and

the Republic of Yemen Ministry of Electricity and Water being the competent Yemen authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Yemen Party", represented in this matter by Vice-Minister Eng. Mohamed Abdulalim Alwan,

Having decided to cooperate in the Project "Support Rural Water Supply Department, 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 3rd October 1978, hereinafter referred to as "the Agreement", which both parties agree to be applicable to the Republic of Yemen,

Have entered into the following Administrative Arrangement:

#### Article I

##### *The Project*

1. The two Parties shall jointly execute a project to be known as "Support Rural Water Supply Department, phase IV", hereinafter referred to as "the Project".

2. The aim of the Project is to improve the living conditions in rural areas by making available adequate quantities of clean water, through the promotion of better health and sanitary conditions, the relief of villagers from carrying water over long distances and the rationalization of the utilization and management of scarce water resources.

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

#### Article II

##### *The Netherlands Contribution*

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

- to supply qualified personnel (Teamleader) for an assignment in Yemen and to bear all expenses incurred by the personnel and their family as well as Netherlands volunteers;
- to provide vehicles for transport;
- to provide technical equipment and materials;
- to bear the running costs for the vehicles, technical equipment, offices and personnel;

- to finance partly the water supply and sanitation projects.

2. The total expenses of the above-mentioned Netherlands contribution shall not exceed the amount of Dfl. 8,000,000.-, not included the contribution of the Netherlands Development Organization S.N.V. of Dfl. 150,000.-. The remaining Netherlands funds of the previous Project phase shall be carried over to this Project.

### Article III

#### *The Yemen Contribution*

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

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

2. The value of the Yemen contribution is estimated at YR. 17.600.000.

### 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 Rural Water Supply Department of the Ministry of Electricity and Water as the Yemen Executive Authority in charge of the Project.

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

## Article V

*Delegation*

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

## Article VI

*The Teamleader*

The Netherlands Teamleader shall be responsible to the Netherlands Executive Authority for the correct implementation of the Netherlands contribution. The 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 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. A Masterlist of goods to be imported is attached to the Project Document.

## 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 have the Project evaluated 2 years 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 with 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 June 1991, 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 latter.

DONE at Sana'a on 8th September 1991 in two originals in the English language.

*For the Netherlands Minister for Delevopment Cooperation*

(sd.) J. G. SCHOUTEN

J. G. Schouten  
Chargé d'Affairs a.i.

*For the Republic of Yemen Ministry of Electricity and Water*

(sd.) MOHAMED ABDULALIM ALWAN

Eng. Mohamed Abdulalim Alwan  
Vice-Minister

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Het akkoord is op 8 september 1991 in werking getreden, met terugwerkende kracht vanaf 1 juni 1991.

Uitgegeven de vierentwintigste december 1991.

*De Minister van Buitenlandse Zaken,*

H. VAN DEN BROEK



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