

# TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

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JAARGANG 1993 Nr. 174

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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, 191.

De in rubriek J van *Trb.* 1991, 191 afgedrukte administratieve akkoorden van 10 februari, 21 augustus en 8 september 1991 zijn bij brieven van 4 februari 1992 medegegdeeld aan de Eerste en de Tweede Kamer der Staten-Generaal.

De in rubriek J hieronder afgedrukte administratieve akkoorden behoeven in gevolge 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 en 191.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Sana'a op 25 april 1993 tussen de bevoegde Nederlandse en Jemenitische autoriteiten een administratief akkoord tot stand gekomen inzake een project betreffende bronnen voor de watervoorziening (derde fase) van de stad Sana'a. 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, Drs. G. J. A. M. Bos,

and

the Yemen Ministry for 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 H. E. Minister Abdul Wahab Mahmood

Having decided to cooperate in the Project «Sources for Sana'a Water Supply (phase III)»,

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 3 October 1978, hereinafter referred to as "the Agreement",

Have entered into the following Administrative Arrangement:

#### Article I

#### *The Project*

1. The two Parties shall jointly execute a project to be known as "Sources for Sana'a Water Supply (phase III)" hereinafter referred to as "the Project".

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<sup>1)</sup> Voor fase I zie *Trb.* 1984, 20, blz. 6; voor fase II zie *Trb.* 1986, 4, blz. 21.

2. The aim of the Project as mentioned in the plan of operation dated September 1991 is:

- To enable the optimal use of the available water resources for water and sanitation purposes in Sana'a.
- To acquire an insight in the feasibility and the potential of four additional options for water supply in Sana'a, i.e. the deep sandstone aquifers, Wadi Kharid, Upper Wadi Surdud and the Marib reservoir.
- To strengthen the capacity of the Water Resources Department of the National Water and Sanitation Authority (NWSA) in the field of exploration, use and control of water resources.

3. The aforesaid cooperation between the two Parties is planned to last 44 months.

## Article II

### *The Netherlands Contribution*

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

#### A. Technical assistance

- long-term consultants (hydrogeologist, geohydrologist, water supply engineer, associate expert);
- miscellaneous short-term consultants; trainers; supervisor and necessary back-stopping;
- hydrological equipment; office equipment; vehicles and spare parts; software;
- funds for subcontractors;
- training for Yemeni engineers and technicians.

#### B. Financial assistance funds for the drilling contract and related services.

2. The total expenses of the above mentioned Netherlands contribution shall not exceed the amount of Dfl. 14,500,000,- of which Dfl. 6,374,200,- is earmarked as technical assistance.

## Article III

### *The Yemen Contribution*

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

- Counterpart staff (as specified in the plan of operations);
- Office facilities;
- Allowances.

2. The value of the Yemen contribution is estimated at YR 8,000,000,-.

## Article IV

*The Executive Authorities*

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

2. The Yemen Party shall appoint the National Water and Sanitation Authority under the Ministry of Electricity and Water as the Yemen Executive Authority in charge of the implementation of the Project.

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

## Article V

*Delegation*

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

## Article VI

*The Team-leader*

The Netherlands Team-leader shall be responsible to the Netherlands Executive Authority for the correct implementation of the Netherlands contribution. The Team-leader shall act in close consultation with the Yemen Executive Authority and respect the operational instructions given by the said Authority to the Yemen personnel. The Yemen Executive Authority shall provide the Team-leader with any 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 time-table and lists of equipment and materials to be supplied by either Party.

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

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

### Article VIII

#### *Status of the Netherlands Staff*

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

### Article IX

#### *Status of the Netherlands equipment and materials*

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

2. The ownership of all equipment and materials (inclusive motor-vehicles) supplied by the Netherlands Party, will be transferred to the Yemen Party at the time the cooperation between the two Parties on the Project will be completed unless both Parties decide to give another destination to the equipment and materials.

### 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 in the first half of 1994.

## 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 for settlement 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 April 1st, 1992 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 25th day of April 1993 in two originals in the English language.

*For the Netherlands Minister for Development Cooperation*

(sd.) G. J. A. M. BOS

*For the Yemen Minister for Electricity and Water*

(sd.) ABDUL WAHAB MAHMOOD

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Het akkoord is op 25 april 1993 in werking getreden, met terugwerkende kracht vanaf 1 april 1992.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Sana'a op 11 september 1993 tussen de bevoegde Nederlandse en Jemenitische autoriteiten een administratief akkoord tot stand gekomen inzake een project betreffende assistentie-verlening aan het

secretariaat van de Milieubeschermingsraad. 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, drs G. J. A. M. Bos,

and

the Yemen Chairman of the Environmental Protection Council, 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 "Assistance to the Secretariat of the Environmental Protection Council",

Having regard to the provisions of Article I of the Agreement on technical co-operation between the Kingdom of the Netherlands and the Yemen Arab Republic, signed at the Hague on 3 October 1978, hereinafter referred 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 "Assistance to the Secretariat of the Environmental Protection Council" (EPC) hereinafter referred to as "the Project".

2. The aim of the Project as mentioned in the plan of operation is:  
- A strengthened environmental awareness among the Yemeni population, inter alia, through support to Governmental and non-Governmental organisations and educational activities.

- Strengthened Governmental institutions with respect to the protection and utilisation of the environment; among them the EPC is supported so as to function as a steering, controlling and advising institution, which will contribute to the protection of the environment on the basis of laws and regulations. (within the line Ministries environmental units will be responsible for the protection of the environment).

3. The aforesaid co-operation 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:

- Provision of consultancies;
- Financing of works under local contracts;
- Provision of monitoring and evaluation;
- Provision of long and short-term technical assistance;
- Financing of operational costs.

2. The total expenses of the above mentioned Netherlands contribution shall not exceed the amount of Dfl. 6.250.000,-.

## Article III

*The Yemen Contribution*

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

- Provision of counterpart staff;
- Provision of office space.

2. The value of the Yemen contribution is estimated at Dfl. 2.000.000,-.

## 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 Secretariat of the Environmental Protection Council 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 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 Netherlands staffmembers and their job-descriptions, the duration of their stay on the Project and a description of the equipment and materials to be made available.

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

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

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

## Article VIII

### *Status of the Netherlands Staff*

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

## Article IX

### *Status of the Netherlands equipment and materials*

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

2. The ownership of all equipment and materials (inclusive motor-vehicles) supplied by the Netherlands Party, will be transferred to the Yemen Party at the time the co-operation between the two Parties in the Project will be completed unless both Parties decide to give another destination to the equipment and materials.

#### 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 in the beginning of 1994.

#### Article XII

##### *Settlement of disputes*

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

#### Article XIII

##### *Entry into force and duration*

This Administrative Arrangement shall enter into force, with retroactive effect to January 1993, 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 latter.

DONE at Sana'a on the 11th of September 1993 in two originals in the English language.

*For the Netherlands Minister for Development Cooperation*

(sd.) G. J. A. M. BOS  
Ambassador

*The Chairman of the Environmental Protection Council*

(sd.) MOHSEN AL-HAMDANI

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Het akkoord is op 11 september 1993 in werking getreden, met terugwerkende kracht vanaf 1 januari 1993.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Sana'a op 13 september 1993 tussen de bevoegde Nederlandse en Jemenitische autoriteiten een administratief akkoord tot stand gekomen inzake een project betreffende ondersteuning bij het beheer van de landbouwsector. 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, G. J. A. M. Bos,

and

the Yemen Minister of Agriculture and Water Resources being the competent Yemen Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Yemen Party", represented in this matter by Mr. Mogbil Ahmed Mogbil, Deputy Minister of Agriculture and Water Resources.

Having decided to co-operate in the Project "Agriculture Sector Management Support, Extension and Training Component".

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 "Agriculture Sector Management Support, Extension and Training Component" hereinafter referred to as "the Project".

2. The aim of the Project is to strengthen agricultural technical training and field extension services, to create research/extension linkages and thereby accelerate the development and adoption of appropriate technologies.

3. The aforesaid co-operation between to two Parties is planned to last six years.

## Article II

*The Netherlands Contribution*

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

- provision of technical assistance (long- and short-term);
- provision of training (local and overseas);
- financing of operating expenditures.

2. The total expenses of the above mentioned Netherlands contribution shall not exceed the amount of Dfl. 8,860,000.

## Article III

*The Yemen Contribution*

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

- financing of civil works;
- financing incentives for local counterparts and studies;
- financing of operating expenditures.

2. The value of the Yemen contribution is estimated at the counter-value of US\$ 4.6 million.

## Article VI

*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. The Ministry of Agriculture and Water Resources shall delegate the coordination and monitoring of the project to the project management unit of the Agriculture Sector Management Support Project which in turn appoints the Agriculture Research and Extension Authority as the Executing 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 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 said Authority to the Yemeni 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 and the methodology utilized.

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 with his counterpart shall submit quarterly and annual reports in both 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 with his counterpart shall submit to all parties concerned fifteen copies of the final report in the English and the Arabic language covering all aspects of the work done in connection with the Project.

#### Article XI

##### *Evaluation*

The Executive authorities will evaluate the Project in 1994, in 1996 and in 1998.

#### Article XII

##### *Settlement of disputes*

Any dispute concerning the interpretation or implementation of this Administrative Arrangement with 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 October 1, 1992 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 latter.

DONE at Sana'a on 13th day of September 1993 in two originals in the English language.

*For the Netherlands Minister for Development Cooperation*

(s.d.) G. J. A. M. BOS  
Ambassador

*For the Yemen Minister of Planning and Development*

(s.d.) MOGBIL AHMED MOGBIL  
Deputy Minister

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Het akkoord is op 13 september 1993 in werking getreden, met terugwerkende kracht vanaf 1 oktober 1992.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Sana'a op 13 september 1993 tussen de bevoegde Nederlandse en Jemenitische autoriteiten een administratief akkoord tot stand gekomen inzake een project betreffende het aardappelpootgoed-productiecentrum. 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, drs G. J. A. M. Bos,

and

the Yemen Minister of Agriculture and Water Resources being the competent Yemen Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Yemen Party", represented in this matter by Mr. Mogbil Ahmed Mogbil, Deputy Minister of Agriculture and Water Resources.

Having decided to co-operate in the Project "Seed Potato Production Centre (SSPC)",

Having regard to the provisions of Article I of the Agreement on technical co-operation between the Kingdom of the Netherlands and the Yemen Arab Republic, signed at the Hague on 3 October 1978, hereinafter referred 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 "Seed Potato Production Centre" hereinafter referred to as "the Project".

2. The aim of the Project is:

- to make the SPPC an autonomous and self-reliant organisation dealing with such core aspects as the production, storage, distribution and marketing of high quality foundation seed;
- to establish a seed potato development unit (SPDU) focused on the private/informal sector to multiply, store and market potato seed especially for the lowland farmers;
- to draft a policy and a price structure for potato seed production, distribution and marketing leading to a well balanced system covering the nations requirements.

3. The aforesaid co-operation between the two Parties is planned to last three years.

#### Article II

##### *The Netherlands Contribution*

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

- provision of technical assistance;
- provision of materials and equipment;
- financing of operating costs;



- financing of training;
- financing of an evaluation and yearly financial audit of the project.

2. The total expenses of the above mentioned Netherlands contribution shall not exceed the amount of Dfl. 3.727.800,-.

### Article III

#### *The Yemen Contribution*

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

- provision of physical facilities and services of counterpart staff;
- provision of the necessary resources for yearly importation of basic potato seed, sacks and machinery spare parts;
- provision of services for the maintenance of the SPPC cold store facilities.

2. The value of the Yemen contribution is estimated at YR 35.000,000,-.

### 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 Seed Potato Production Centre in Dhamar under 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 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 Netherlands staffmembers and their job-descriptions, the duration of their stay on the Project and a description of the equipment and materials to be made available.

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

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

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

## Article VIII

*Status of the Netherlands Staff*

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

## Article IX

*Status of the Netherlands equipment and materials*

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

2. The ownership of all equipment and materials (inclusive motor-vehicles) supplied by the Netherlands Party, will be transferred to the Yemen Party at the time the co-operation between the two Parties in the Project will be completed unless both Parties decide to give another destination to the equipment and materials.

#### 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 in the second half of 1995.

#### 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 March 1st, 1993 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 latter.

DONE at Sana'a on 13th day of September 1993 in two originals in the English language.

*For the Netherlands Minister for Development Cooperation*

(s.d.) G. J. A. M. BOS  
Ambassador

*For the Yemen Minister of Agriculture and Water Resources*

(s.d.) MOGBIL AHMED MOGBIL  
Deputy Minister

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Het akkoord is op 13 september 1993 in werking getreden, met terugwerkende kracht vanaf 1 maart 1993.

Uitgegeven de *vierentwintigste* november 1993.

*De Minister van Buitenlandse Zaken,*

P. H. KOOIJMANS

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