

# TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

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JAARGANG 1994 Nr. 131

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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.* 1993, 174.

De in rubriek J van *Trb.* 1993, 174 afgedrukte administratieve akkoorden van 25 april, 11 september en 13 september 1993 zijn bij brieven van 28 januari 1994 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, *Trb.* 1991, 24 en 191 en *Trb.* 1993, 174.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is te

Sana'a op 5 oktober 1993 tussen de bevoegde Nederlandse en Jemenitische autoriteiten een administratief akkoord tot stand gekomen inzake het Project (Grond)wateronderzoek Jemen, fase IV plus. 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",

and

the Yemen Minister of Planning and Development, 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 "Water Resources Assessment of Yemen", Phase IV plus,

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 of Yemen" Phase IV plus hereinafter referred to as "the Project".

2. The aim of the Project is:

- an optimally functioning self-reliant General Department of Hydrology, serving as the national water resources research and information centre of the Republic of Yemen;
- a well functioning cooperation between the GDH and its representation in Aden, the Department of Hydrology;
- an enhanced use of the services of the GDH;
- a water resources assessment of Wadi Abyan;
- a geohydrological survey in Shabwa governorate;
- an adequate development and management of the Republic of Yemen's scarce water resources.

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

## Article II

### *The Netherlands Contribution*

The total expenses of the above-mentioned Netherlands contribution shall not exceed Dfl. 2,764,560 for technical assistance, training and operational costs, including Dfl. 150,000 for an evaluation and two audits.

## Article III

### *The Yemen Contribution*

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

- provision of 38 man-years and
- financing operational costs for a total amount of YR 5,800,000.

## 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 General Department of Hydrology 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 of 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 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 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.

#### Artikel XI

##### *Evaluation*

The Executive Authorities will evaluate the Project in 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 in a way to be decided upon by the latter.

#### Article XIII

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

This Administrative Agreement shall enter into force, with retroactive effect to May 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 later.

DONE at Sana'a on Tuesday 5 October 1993 in two originals in the English language.

*For the Netherlands Minister for Development Cooperation*

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

G. J. A. M. Bos  
Ambassador

*For the Yemen Minister of Planning and Development*

(sd.) MUTAHAR AL-SAEEDI

Mutahar Al-Saeedi  
Vice Minister

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Het akkoord is op 5 oktober 1993 in werking getreden, met terugwerkende kracht vanaf 1 mei 1993.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Sana'a op 5 oktober 1993 tussen de bevoegde Nederlandse en Jemenitische autoriteiten een administratief akkoord tot stand gekomen inzake het Project Dhamar eerstelijnsgezondheidszorg. 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 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 H. E. Dr Mutahar Al Saeedi, Vice Minister of Planning and Development,

Having decided to cooperate in the Project "Dhamar Primary Health Care 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 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 Primary Health Care Project" hereinafter referred to as "the Project".

2. The aim of the Project is to achieve a sustainable health structure in Yemen, based on the primary health care philosophy. In particular the project aims at consolidation and improvement of the current health structure. The geographical coverage and accessibility of health services in hitherto un(der)served areas in Dhamar Governorate will be increased by the project activities.

The integration of the project into the Dhamar Governorate Health Office will have to be achieved before April 1998.

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:

- an amount up to a maximum of Dfl. 18,506,094 for: technical assistance; training, operation costs, equipment; evaluations and audits.
- an amount up to a maximum of Dfl. 2,838,451 for: investments in construction.

2. The total expenses of the above-mentioned Netherlands contribution shall not exceed the amount of Dfl. 21,344,545.

## Article III

### *The Yemen Contribution*

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

- Financing half of the construction costs for the health units not exceeding the amount of YR 12,800,000.
- Financing the additional salary costs and additional running costs for the current Health Office personnel and newly trained Health Care Workers not exceeding an amount of YR 222,172,060.

2. The value of the Yemen contribution is estimated at YR 234,972,060.

## 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 Public Health as the Yemen Executive Authority in charge of the implementation of the Project.

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

## Article V

### *Delegation*

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

## Article 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 Documents*

1. The Executive Authorities shall establish by common consent a Project Document indicating in details 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.
2. The Project Documents shall form an integral part of this Administrative Arrangement.
3. The Project Document may be amended by the Executive Authorities in common agreements.

## 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 in the Project will be completed unless both Parties decide to give another destination to the equipment and materials.

#### Artilce 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.

#### Artikel XI

##### *Evaluation*

The Executive Authorities will evaluate the Project two years after the entry into force of this Administrative Arrangement as well as at the beginning of the fifth year of project execution.

#### 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 Agreement shall enter into force, with retroactive effect to July 1st, 1993, on the date of the signature by both Parties and shall expire at the end of the period mentioned in Article I, paragraph 3, of this Arrangement or on the date on which the Project has been completed in conformity with the provisions of this Arrangement and of the Project Document, whichever date is the later.

DONE at Sana'a on the 5th day of October 1993 in two originals in the English language.

*For the Netherlands Minister for Development Cooperation*

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

G. J. A. M. Bos  
Ambassador

*For the Yemen Minister of Planning and Development*

(sd.) MUTAHAR AL-SAEEDI

Mutahar Al-Saeedi  
Vice Minister

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Het akkoord is op 5 oktober 1993 in werking getreden, met terugwerkende kracht vanaf 1 juli 1993.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Sana'a op 15 januari 1994 tussen de bevoegde Nederlandse en Jemenitische autoriteiten een administratief akkoord tot stand gekomen inzake het Project Ondersteuning Dienst Openbare Werken 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 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 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 the Vice Minister of Housing and Urban Planning, H. E. Eng. Mohamed Al-Tayeb,

Having decided to cooperate in the Project "Dhamar Region Municipal Services",

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 Region Municipal Services Project" hereinafter referred to as "the Project".

2. The aim of the Project is to provide the municipality of Dhamar and the adjacent region including the townships of Maabar and Yarim with an effective and efficient waste disposal service, to inform and raise the awareness of the population with regards to environmental hygiene by means of an environmental education programme and to institutionalize the services of the municipality.

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:

- the provision of technical assistance;
- the provision of investments;
- the provision of training;
- the financing of operational costs, an evaluation and audit.

2. The total expenses of the above-mentioned Netherlands contribution shall not exceed the amount of Dfl. 8,500,000.

#### Article III

##### *The Yemen Contribution*

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

- the provision of personnel;
- the provision of infrastructure;
- the provision of services of Dhamar municipality.

2. The value of the Yemen contribution is estimated at YR 15,000,000.

#### 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 Ministry of Housing and Urban Planning 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 cooperation between the two Parties on the Project will be completed unless both Parties in mutual agreement 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.

## Artikel XI

*Evaluation*

The Executive Authorities will evaluate the Project mid 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 June 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 15th day of January 1994 in two originals in the English language.

*For the Netherlands Minister for Development Cooperation*

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

H.E. G. J. A. M. Bos  
Ambassador

*For the Yemen Minister of Planning and Development*

(sd.) MOHAMED AL-TAYEB

H. E. Eng. Mohamed Al-Tayeb,  
Vice Minister of Housing and Urban Planning

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Het akkoord is op 15 januari 1994 in werking getreden, met terugwerkende kracht tot juni 1993.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Sana'a op 20 januari 1994 tussen de bevoegde Nederlandse en Jemenitische autoriteiten een administratief akkoord tot stand gekomen inzake een project ter ondersteuning van de volkstelling. 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 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 the Vice Minister of Planning and Development, H. E. dr. Mutahar Al Saeedi.

Having decided to cooperate in the Project "Support Census 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 3 October 1978, hereinafter referred to as "the Agreement",

Have entered into the following Administrative Arrangement:

#### Article I

##### *The Project*

1. The two Parties shall jointly execute a project to be known as "Support Census Project" hereinafter referred to as "the Project".
2. The aim of the Project is assisting the Central Statistical Organisation (CSO) with the census operation.
3. The aforesaid cooperation between the two Parties is planned to last six months.

#### Article II

##### *The Netherlands Contribution*

1. The Netherlands Party shall make the following contribution to the Project:
  - provision of technical assistance (cartographic expert);
  - provision of cartographic/data entry equipment.
2. The total expenses of the above-mentioned Netherlands contribution shall not exceed the amount of Dfl. 768,100 (Dfl. 375,900 for cartographic equipment/assistance and Dfl. 392,200 for data entry equipment).

#### Article III

##### *The Yemen Contribution*

- The Yemen Party shall make the following contributions to the Project:
- financing of the salary costs of CSO personnel;
  - financing of the running costs of the census operation;
  - assistance with respect to a smooth and rapid clearance;
  - distribution and installation of all the equipment.

#### 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 Projects.

2. The Yemen Party shall appoint the Central Statistical Organisation 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 Embassy and the Netherlands Inter-disciplinary Demographic Institute.

#### Article V

##### *Delegation*

Each of the Executive Authorities, mentioned in Article IV of this Arrangement, 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 cartographic expert shall be responsible to the Netherlands Executive Authority for the correct implementation of the Netherlands contribution. The cartographic expert 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 cartographic expert with any information that may be considered necessary for the execution of the Project.

#### Article VII

##### *Status of the Netherlands financed Staff*

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

#### Article VIII

##### *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 IX

*Reporting*

The cartographic expert shall submit a report in the English language on the progress made in the first three months 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 (including the progress made in the last three months of the Project).

## Article X

*Evaluation*

CSO shall submit a final report on the distribution and installation of the computer equipment.

## Article XI

*Settlement of disputes*

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

## Article XII

*Entry into force and duration*

This Administrative Agreement shall enter into force, with retroactive effect to August 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 later.

DONE at Sana'a on the 20th day of January 1994 in two originals in the English language.

*For the Netherlands Minister for Development Cooperation*

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

H.E. G. J. A. M. Bos  
Ambassador

*For the Yemen Minister of Planning and Development*

(sd.) MUTAHAR AL SAEEDI

H. E. dr. Mutahar Al Saeedi,  
Vice Minister of Planning and Development

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Het akkoord is op 20 januari 1994 in werking getreden, met terugwerkende kracht vanaf 1 augustus 1993.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Sana'a op 20 januari 1994 tussen de bevoegde Nederlandse en Jemenitische autoriteiten een administratief akkoord tot stand gekomen inzake de steun aan de centrale overheidsinstantie voor water en elektriciteit. 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 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 the Vice Minister of Planning and Development, H. E. dr. Mutahar Al Saeedi,

Having decided to cooperate in the Project "Support to the General Authority for Rural Water and Electricity (SRWE)",

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, herein-after 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 General Authority for Rural Water and Electricity" (SRWE) hereinafter referred to as "the Project".
2. The aim of the Project is to achieve in the governorates of Dhamar and Hodeidah (Tihama):
  - drinking water and sanitary facilities for 21,000 villagers;
  - increased health information and education especially for women;
  - a strengthened General Authority for Rural Water and Electricity in Al Hudaydah, which will inter alia provide a well functioning monitoring system for quick repairs;
  - strengthened women's organisations in the villages;
  - documentation on the project approach to participation of the village communities.
3. The aforesaid cooperation between the two Parties is planned to last 24 months.

## Article II

### *The Netherlands Contribution*

1. The Netherlands Party shall make the following contribution to the Project:
  - provision of technical assistance;
  - provision of building materials;
  - financing of operational costs.
2. The total expenses of the above-mentioned Netherlands contribution shall not exceed the amount of Dfl. 4,990,000 (including Dfl. 120,000 for an evaluation and two audits).

## Article III

### *The Yemen Contribution*

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

- provision of personnel;
- financing of operational costs;
- financing of costs for building materials;
- provision of an adequate building site for the branche office in Hudaydah.

2. The value of the Yemen contribution is estimated at YR 10,300,000.

#### 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 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 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 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 Teamleader shall submit quarterly and annual 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.

## Artikel XI

### *Evaluation*

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

## Article XII

*Settlement of disputes*

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

## Article XIII

*Entry into force and duration*

This Administrative Agreement shall enter into force, with retroactive effect to July 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 the 20th day of January 1994 in two originals in the English language.

*For the Netherlands Minister for Development Cooperation*

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

H.E. G. J. A. M. Bos  
Ambassador

*For the Yemen Minister of Planning and Development*

(sd.) MUTAHAR AL SAEEDI

H.E. dr. Mutahar Al Saeedi,  
Vice Minister of Planning and Development

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Het akkoord is op 20 januari 1994 in werking getreden, met terugwerkende kracht tot 1 juli 1993.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Sana'a op 1 februari 1994 tussen de bevoegde Nederlandse en Jemenitische autoriteiten een administratief akkoord tot stand gekomen inzake de steun aan een tijdelijk regiokantoor in Shabwah. 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 Netherlands Minister of Foreign Affairs, H. E. dr. P. H. Kooijmans,

and

the Yemen Minister of 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 the Minister of Foreign Affairs, mr. Mohammed Salim Basindawah,

Having decided to cooperate in the Project "Temporary Support Office Shabwah",

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 "Temporary Support Office Shabwah" hereinafter referred to as "the Project".

2. The aim of the Project is:

– to assist in the preparation of a coherent and viable Yemeni-Netherlands Development Cooperation Programme for the province of Shabwah;

– to provide administrative and logistical support to missions and studies to be carried out with respect to the development of the Shabwah Cooperation Programme;

– to support urgent rehabilitation activities of a limited scale as regards the urban drinking water supply systems in the governorate;

– to assist in the strengthening of a Regional Planning Office of the Ministry of Planning and Development.

3. The aforesaid cooperation between the two Parties is planned to last 1 year.

## Article II

*The Netherlands Contribution*

1. The Netherlands Party shall make the following contribution to the Project:
  - provision of technical assistance;
  - provision of equipment;
  - financing of operating expenses.
2. The total expenses of the above-mentioned Netherlands contribution shall not exceed the amount of Dfl. 981,750.

## Article III

*The Yemen Contribution*

1. The Yemen Party shall make the following contributions to the Project:
  - provision of office accommodation/office space;
  - financing of two counterparts;
  - provision of living accommodation/housing and guest lodging.
2. The value of the Yemen contribution is estimated at YR 100,000.

## 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 Ministry of Planning and Development and the National Water and Sewerage Authority as the Yemen Executive Authorities 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 cooperation 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.

#### Artikel XI

##### *Settlement of disputes*

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

#### Article XII

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

This Administrative Arrangement shall enter into force, with retroactive effect to 1 November 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 1st day of February 1994 in two originals in the English language.

*For the Netherlands Minister for Development Cooperation*

(sd.) P. H. KOOIJMANS

H.E. dr. P. H. Kooijmans,  
Minister of Foreign Affairs of the Kingdom of the Netherlands

*For the Yemen Minister of Planning and Development*

(sd.) MOHAMMED SALIM BASINDOWAH

Mr. Mohammed Salim Basindowah,  
Minister of Foreign Affairs of the Republic of Yemen

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Het akkoord is op 1 februari 1994 in werking getreden, met terugwerkende kracht tot 1 november 1993.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Sana'a op 7 februari 1994 tussen de bevoegde Nederlandse en Jemenitische autoriteiten een administratief akkoord tot stand gekomen inzake het Project Databank-ondersteuning ten behoeve van de olie-industrie. 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 Oil and Mineral 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 H. E. Mr. Adel Khorseed, Deputy Minister of Oil and Mineral Resources,

Having decided to cooperate in the Project "Yemen Exploration and Production Database and Support (YEPDASP)",

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 "Yemen Exploration and Production Database and Support (YEPDASP)" hereinafter referred to as "the Project".

2. The aim of the Project is:
  - a well-functioning central database facility in Sana'a and a computerized and well functioning database facility in Aden without the needs for further donor assistance;
  - trained database personnel with regard to the use of various soft- and hardware programmes;
  - trained personnel with regard to the identification, planning and execution of various exploration and production studies.
3. The aforesaid cooperation between the two Parties is planned to last 19 months.

## Article II

### *The Netherlands Contribution*

1. The Netherlands Party shall make the following contribution to the Project:
  - provision of technical assistance;
  - provision of training;
  - financing of operational costs (including also Dfl. 150,000 for and evaluation and two audits).
2. The total expenses of the above-mentioned Netherlands contribution shall not exceed the amount of Dfl. 3,686,910.

## Article III

### *The Yemen Contribution*

1. The Yemen Party shall make the following contributions to the Project:
  - financing of the costs of salaries of the Yemeni staff;
  - financing of the recurrent costs to the amount of YR 6,120,666;
  - financing of the purchase of the new hard- and software to the countervalue of US\$ 190,000.
2. The value of the Yemen contribution is estimated at YR 6,120,666.

## 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 Oil and Mineral 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 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 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.

## Artikel XI

*Evaluation*

The Executive authorities will evaluate the Project within 1 year after the entry into force of this Administrative Arrangement, in the year 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 in a way to be decided upon by the latter.

## Article XIII

*Entry into force and duration*

This Administrative Agreement shall enter into force, with retroactive effect to 1st June 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

## INHOUD

A.	TITEL . . . . .	1
B.	TEKST . . . . .	1
C.	VERTALING . . . . .	1
D.	PARLEMENT . . . . .	1
G.	INWERKINGTREDING . . . . .	1
J.	GEGEVENS . . . . .	2
	Administratief akkoord inzake het Project (Grond) wateronderzoek Jemen, fase IV plus; Sana'a, 5 oktober 1993 . . . . .	2
	Administratief akkoord inzake het Project Dhamar eerstelijnsgezondheidszorg; Sana'a, 5 oktober 1993 . . . . .	6
	Administratief akkoord inzake het Project Ondersteu- ning Dienst Openbare Werken Dhamar; Sana'a, 15 januari 1994 . . . . .	10
	Administratief akkoord inzake een project ter onder- steuning van de volkstelling; Sana'a, 20 januari 1994 . . . . .	14
	Administratief akkoord inzake de steun aan de centrale overheidsinstantie voor water en elektriciteit; Sana'a, 20 januari 1994 . . . . .	18
	Administratief akkoord inzake de steun aan een tijde- lijk regiokantoor in Shabwah; Sana'a, 1 februari 1994 . . . . .	23
	Administratief akkoord inzake het Project Databank- ondersteuning ten behoeve van de olie-industrie; Sana'a, 7 februari 1994 . . . . .	27

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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 7th day of February 1994 in two originals in the English language.

*For the Netherlands Minister for Development Cooperation*

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

G. J. A. M. Bos  
Ambassador

*For the Yemen Minister for Oil and Mineral Resources*

(sd.) ADEL KHORSEED

Adel Khorseed  
Deputy Minister

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Het akkoord is op 7 februari 1994 in werking getreden, met terugwerkende kracht tot 1 juni 1993.

Uitgegeven de vijftiende juni 1994.

*De Minister van Buitenlandse Zaken,*

P. H. KOOIJMANS