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# TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

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JAARGANG 1995 Nr. 121

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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.* 1994, 131.

Bij brieven van 9 november 1994 zijn de in rubriek J van *Trb.* 1994, 131 afgedrukte administratieve akkoorden ter kennis gebracht van de Eerste en Tweede Kamer der Staten-Generaal.

De in rubriek J hieronder afgedrukte administratieve akkoorden behoeften ingevolge artikel 91, 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, *Trb.* 1993, 174 en *Trb.* 1994, 131.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Sana'a op 20 augustus 1994 tussen de bevoegde Nederlandse en Jemenitische autoriteiten een administratief akkoord tot stand gekomen inzake de eerstelijnsgezondheidszorg in Hodeidah, fase II.<sup>1)</sup> De tekst van het akkoord luidt als volgt:

#### **Administrative Arrangement**

The Netherlands Minister for Development Cooperation, being the competent Netherlands Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Netherlands Party", represented in this matter by the Chargé d'Affaires a.i. of Her Majesty the Queen of the Netherlands in the Republic of Yemen, mrs. drs. V. S. M. Sluijter,

and

the Yemen Minister for Public Health, being the competent Yemen Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Yemen Party", represented in this matter by

Having decided to co-operate in this project "Hodeidah Urban Primary Health Care II",

Having regard to the provisions of Article I of the Agreement on technical cooperation between the Kingdom of the Netherlands and the Yemen Arabic 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 "Hodeidah Urban Primary Health Care II" hereinafter referred to as "the Project".

2. The aim of the Project is:  
– to provide primary health care (PHC) and mother and child care (MCC) to the whole population of Hodeidah town.

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

#### **Article II**

##### *The Netherlands Contribution*

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

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<sup>1)</sup> Voor het akkoord in zake fase I zie rubriek J van *Trb.* 1990, 108 blz. 11.

A) Provision of technical assistance to the amount of Dfl. 3,236,100.– at the maximum for:

- training;
- operational costs and purchases;
- an evaluation and an audit.

B) Provision of financial assistance to the amount of Dfl. 1,391,250.– at the maximum for:

- investments in the Hodeidah Health Office, Health clinics and MCH centres.

2. The total expenses of the above mentioned Netherlands contribution shall not exceed the amount of Dfl. 4,627,350.–.

### Article III

#### *The Yemen Contribution*

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

- Financing of investments for the MCH-centres and units;
- Financing of operational costs.

2. The value of the Yemen contribution is estimated at YR 15,326,600.–,

### 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 Team-leader.

### Article V

#### *Delegation*

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

## Article VI

*The Team-leader*

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

## Article VII

*Project Document*

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

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

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

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

## Article VIII

*Status of the Netherlands Staff*

The Netherlands staff to this Project shall enjoy 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 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 Arrangement shall enter into force, with retroactive effect to January 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 August 1994 in two originals in the English language.

*For the Netherlands Minister for Development Cooperation,*

(sd.) V. S. M. SLUIJTER

mrs. V.S.M. Sluijter,  
Chargé d'Affaires a.i.

*For the Yemen Minister of Public Health*

(sd.) ABDULLAH SALEH ASSA'EDI

Dr. Abdullah Saleh Assa'Edi  
Deputy Minister

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

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Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Sana'a op 20 augustus 1994 tussen de bevoegde Nederlandse en Jemenitische autoriteiten een administratief akkoord tot stand gekomen inzake een watervoorziening en sanitatie project in Rada, fase II (verlenging). De tekst van het akkoord luidt als volgt:

#### **Administrative Arrangement**

The Netherlands Minister for Development Cooperation, being the competent Netherlands Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Netherlands Party", represented in this matter by the Chargé d'Affaires a.i. of Her Majesty the Queen of the Netherlands in the Republic of Yemen, mrs drs. V.S.M. Sluijter,

and

The Yemen Minister of Urban Planning and Housing and the Yemen Minister for Electricity and Water, being the competent Yemen Authorities for the purpose of this Administrative Arrangement, hereinafter referred to as "the Yemen Party", represented by H.E. Dr. Eng. Mohammed Al-Tayeb, Vice Minister and

Having decided to co-operate in the project "Rada Water Supply and Sanitation Project (RWSSP), phase II (extension)",

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 “Rada Water Supply and Sanitation Project (RWSSP), phase II (extension)” hereinafter referred to as “the Project”.
2. The aim is to provide the following facilities for a maximum of 46,700 inhabitants of Rada town:
  - an improved, extended and well functioning water supply system;
  - well functioning sanitation and waste water treatment;
  - a well functioning system of solid waste collection and environmental health preservation;
  - a well functioning rain water drainage system;
  - a well functioning NWASA-branch and Municipality of Rada with respect to the latter’s environmental health tasks.
3. The aforesaid cooperation between the two Parties is planned to last 14 months.

## Article II

*The Netherlands Contribution*

1. The Netherlands Party shall make the following contribution to the Project:
  - A – provision of technical staff;
  - financing of local supporting personnel;
  - financing of investment/equipment;
  - financing of operational costs;
  - financing of field allowances (for counterpart staff);
  - provision of training programmes (training materials production, local, regional and foreign courses);
  - provision of short term experts in the areas of water supply, sewerage and drainage;
  - financing of part of the furnishing costs of the town hall.
  - B Financial assistance funds for the civil, mechanical and electrical works.
2. The total value of the above mentioned Netherlands contribution shall not exceed the amount of Dfl. 14.505.000,-.

## Article III

*The Yemen Contribution*

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

- financing of the extension of the water supply and sanitation system for the amount of Dfl. 1.022.000,- and
- financing of road levelling (under the rainwater drainage component) for the amount of Dfl. 336.000,-.

2 The total value of the Yemen contribution is estimated at Dfl. 1.358.000,-.

#### 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 and the Ministry of Urban Planning & Housing, 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 and 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.

#### Article XI

##### *Evaluation*

The Executive authorities will evaluate the Project before the end of 1995 (around September).

## 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 November 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 August 1994 in two originals in the English language

*For the Netherlands Minister for Development Cooperation,*

(sd.) V. S. M. SLUIJTER

mrs V. S. M. Sluijter,  
Chargé d'Affaires a.i.

*The Yemen Minister of Urban Planning of Housing,*

(sd.) MOHAMMED EL-TAYEB

H. E. Eng. Mohammed Al-Tayeb  
Vice Minister

*For the Yemen Minister of Electricity and Water,*

(sd.) SALAH AZIZ

Salah Aziz  
Deputy Minister.

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Het akkoord is ingevolge zijn artikel XII op 20 augustus 1994 in werking getreden, met terugwerkende kracht vanaf 1 november 1993.

Uitgegeven de *zevende* juni 1995.

*De Minister van Buitenlandse Zaken,*

H. A. F. M. O. VAN MIERLO

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