

23 (1978) Nr. 19

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1996 Nr. 181

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.* 1995, 121.

Bij brieven van 19 juli 1995 zijn de in rubriek J van *Trb.* 1995, 121 afgedrukte administratieve akkoorden ter kennis gebracht van de Eerste en Tweede Kamer der Staten-Generaal.

De in rubriek J hieronder afgedrukte administratieve akkoorden behoeven ingevolge artikel 7, onderdeel b, van de Rijkswet goedkeuring en bekendmaking verdragen 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, *Trb.* 1994, 131 en *Trb.* 1995, 121.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Sana'a op 22 april 1996 tussen de bevoegde Nederlandse en Jemenitische autoriteiten een administratief akkoord tot stand gekomen inzake ondersteuning aan het project Central Statistical Organisation (CSO), fase II. De tekst van het akkoord luidt als volgt:

Administrative Arrangement

The Netherlands Minister for Development Cooperation, being the competent Netherlands Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Netherlands Party", represented in this matter by His Excellency the Ambassador Extraordinary and Plenipotentiary of Her Majesty the queen of the Netherlands in the Republic of Yemen, mr. A. Pijpers,

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 H. E. the Minister for Planning and Development, Mr Abdul Qader Bajamal,

Having decided to co-operate in the Project "Support Central Statistical Organisation (CSO) II",

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 "Support Central Statistical Organisation (CSO) II" hereinafter referred to as "the Project".

2. The development objective of the Project is:
to strengthen the organizational structure and technical capabilities of CSO.

3. The aforesaid co-operation between the two Parties will last 60 months, on the understanding that depending on the outcome of the mid term review, as mentioned in Article XI of this arrangement, the Netherlands Party will decide whether to continue or to stop the project after 24 months of implementation.

Article II

The Netherlands Contribution

1. The Netherlands Party shall make a total contribution to the Project:
 - Provision of technical assistance (resident expatriate experts, long/short term expatriate consultancies and local personnel);
 - Financing of technical assistance support costs;
 - Financing of overseas familiarization visits and training;
 - Provision of equipment;
 - Financing of contingencies;
 - Financing of an external evaluation;
 - Financing of a project audit.
2. The total expenses of the above mentioned Netherlands contribution shall not exceed the amount of NLG 7.905.000,- including an amount of NLG 290.000,- for the external evaluation and project audit.

Article III

The Yemen Contribution

1. The Yemen Party shall make the following contribution to the Project:
 - Provision of personnel;
 - Provision of local training;
 - Provision of office accommodation;
 - Financing of contingencies.
2. The value of the Yemen contribution is estimated at YR 33.124.000,-.

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 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 Teamleader.
4. 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 Yemen Project Manager. Within the CSO the Assistant Deputy Chairman, Director of the Technical Office will be the Project Manager. The Yemen Project Manager shall provide the Netherlands Teamleader with any information that may be considered necessary for the correct implementation of the project.

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

1. The Netherlands Teamleader shall be responsible to the Netherlands Executive Authority for the correct implementation of the Netherlands contribution during the first, second and third year of the Project.

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.

2. The Yemen Project Manager shall be responsible to the Netherlands Executive Authority for the correct implementation of the Netherlands contribution during the fourth and fifth year 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 (including motor-vehicles) supplied by the Netherlands Party, will be transferred to the Yemen Party at the time the co-operation between the 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 during the first, second and third year of the Project. The Yemen Project Manager shall submit quarterly reports in the English language on the progress made on the execution of the Project to both the Executive Authorities in the fourth and fifth year of the Project. 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 at the end of the second (mid term review) and fourth (end evaluation) year of the project.

Article XII

Settlement of disputes

Any dispute concerning the interpretation or implementation of this Administrative Arrangement which cannot be settled in consultation

between both Parties shall be referred to the respective Governments in a way to be decided upon by the latter.

Article XIII

Entry into force and duration

This Administrative Arrangement shall enter into force, with retroactive effect from 1 December 1995, 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 22nd day of April 1996 in two originals in the English language.

For the Netherlands Minister for Development Cooperation

(sd.) A. PIJERS

Drs. A. Pijpers
Ambassador of the Kingdom
of the Netherlands

The Yemen Minister for Planning and Development

(sd.) MUTAHHAR AL-SAEEDI

Dr. Mutahhar Al-Saeedi
Vice-Minister of Planning
and Development

Het akkoord is ingevolge zijn artikel XIII op 22 april 1996 in werking getreden, met terugwerkende kracht vanaf 1 december 1995.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Sana'a op 22 juni 1996 tussen de bevoegde Nederlandse en Jemenitische autoriteiten een administratief akkoord tot stand gekomen inzake een project betreffende steunverlening aan de watervoorziening van het platteland, fase V. De tekst van het akkoord luidt als volgt:

Voor fase IV zie rubriek J van *Trb.* 1991, 191, blz. 11.

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 His Excellency the Ambassador Extraordinary and Plenipotentiary of Her Majesty the Queen of the Netherlands in the Republic of Yemen, H.E. Mr. A. Pijpers,

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 H.E. Mr. Abdul-Kader Bajamal, Minister of Planning and Development,

Having decided to co-operate in the Project "Support Rural Water Supply Project, Phase V",

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 Rural Water Supply Project, Phase V" hereinafter referred to as "the Project".

2. The aim of the Project is:

– To improve the living conditions in the rural areas of the governorates Dhamar and Hodeidah by providing integrated rural water supply and sanitation systems.

3. The aim of the Project will be achieved through the following specific objectives:

– The provision of integrated water supply and sanitation schemes in the Dhamar and Hodeidah regions for approximately 48.000 people.

– Improved health education in villages where water supply and sanitation schemes are implemented, in close cooperation with Hodeidah Health Office (HHO) and Dhamar Health Office (DHO).

– Increased participation of women in project implementation, through health education for and by women and exchange of information on the design, construction and operation of the water supply schemes.

- Support of the General Authority for Rural Electricity and Water Supply (GAREW) units in Hodeidah and Dhamar through training and knowledge in order to build up an executive capacity to survey, design and implement rural water and sanitation schemes.

- The establishment of a permanent GAREW Office in the Hodeidah Governorate.

4. The aforesaid cooperation between the two parties is planned to last 60 months. Within 18 months after the start of the Project the Netherlands executive authority (after consultation with the Netherlands teamleader, the chairman of GAREW and the Planning and Management adviser) will decide whether to continue or to stop the support to the GAREW head office in Sana'a in the field of planning and management after two years of implementation.

Article II

The Netherlands Contribution

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

- Provision of technical assistance (resident expatriate experts, short term expatriate consultancies and local personnel);
- Financing of materials;
- Financing of building equipment and transport costs;
- Financing of office accommodation and operational costs;
- Financing of training;
- Financing of an external evaluation;
- Financing of annual project audits;
- Financing of contingencies.

2. The total expenses of the above-mentioned Netherlands contribution shall not exceed the amount of NLG 14.980.000,- including an amount of NLG 80.000,- for the external evaluation and NLG 250.000,- for the annual project audits.

Article III

The Yemen Contribution

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

- Provision of personnel;
- Provision of materials;
- Financing of contingencies.

2. The value of the Yemen contribution is estimated at 16% of the total project costs.

Article IV

The Executive Authorities

1. The Netherlands Party shall appoint the Directorate General for International Cooperation of the Ministry of Foreign Affairs or any body authorized to perform any functions at present exercised by the said Department as the Netherlands Executive Authority in charge of the Project.

2. The Yemen Party shall appoint the Ministry of Electricity and Water represented by the General Authority for Rural Electricity and Water Supply (GAREW) 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

1. 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 (including 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 six-monthly 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 at the end of the fourth year of the Project.

Article XII

Settlement of disputes

Any dispute concerning the interpretation or implementation of this Administrative Arrangement which cannot be settled in consultation

between both Parties shall be referred to the respective Governments in a way to be decided upon by the latter.

Article XIII

Entry into force and duration

This Administrative Arrangement shall enter into force, with retroactive effect to 1st January 1996, 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 22nd day of June 1996 in two originals in the English language.

For the Minister for Development Cooperation of the Netherlands

(sd.) Mr. A. PIJPERS

H.E. Mr. A. Pijpers
Ambassador of the Kingdom
of the Netherlands

For the Minister of Planning and Development of the Republic of Yemen

(sd.) ABDUL-KADER BAJAMAL

H.E. Mr. Abdul-Kader Bajamal

Het akkoord is ingevolge zijn artikel XIII op 22 juni 1996 in werking getreden, met terugwerkende kracht tot 1 januari 1996.

Uitgegeven de zestiende augustus 1996.

De Minister van Buitenlandse Zaken,

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

INHOUD

A.	TITEL	1
B.	TEKST	1
C.	VERTALING	1
D.	PARLEMENT	1
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