

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 2002 Nr. 198

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, *Trb.* 1999, 152 en *Trb.* 2002, 125.

Het in rubriek J hieronder afgedrukte administratief akkoord behoeft ingevolge artikel 7, onderdeel b, van de Rijkswet goedkeuring en bekendmaking verdragen niet de goedkeuring der 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, *Trb.* 1995, 121, *Trb.* 1996, 181, *Trb.* 1997, 57, *Trb.* 1998, 112 en 214, *Trb.* 1999, 152 en *Trb.* 2002, 125.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is te Sana'a op 12 oktober 2002 tussen de bevoegde Nederlandse en Jemenitische autoriteiten een administratief akkoord tot stand gekomen inzake een project betreffende de steun aan de regering van het Shabwah Governorate.

Administrative Arrangement

The Netherlands Minister for Development Co-operation, being the competent Netherlands Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Netherlands Party", represented in this matter by the Ambassador of the Royal Netherlands Embassy in the Republic of Yemen, H.E. Mr. B.J. Ronhaar,

and

the Yemeni Minister of Development and Planning, H.E. Mr. Ahmed Sofan, being the competent Yemeni Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Yemeni Party",

Having decided to co-operate in the programme for support to local governments in Shabwah Governorate,

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 Programme

1. The two Parties shall jointly execute a programme to be known as "Support to the Shabwah government", hereinafter referred to as "the Programme". The aim of the Programme is to assist the Government of Shabwah to improve its service delivery and creating an enabling environment directed towards the social and economic development of the Shabwah governorate within the framework of Yemeni Law 4 of 2000 on Local Authorities.

2. The aforesaid co-operation between the two Parties is planned to last six years, retroactively starting from 01 January 2002.

Article II

The Netherlands contribution

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

a. “Financial support to Shabwah governorate”, totalling to € 6,900,000 (YE019102) which is mainly to be used by seven (7) departments (agriculture, education, health, water and sanitation, planning, finance and civil service) and the councils. The provision of the financial support will be governed by “rules and regulations” to be agreed upon by the two Parties.

b. “Technical assistance for capacity building of Shabwah government”, totalling to € 5,900,000 (YE019103) of which € 5,137,117,- is allocated for the tendered and awarded technical assistance contract and the rest for training.”

c. an amount of € 180,000,- is for evaluations and “value for money” auditing.

2. The total expenses of the above mentioned Netherlands contribution shall not exceed the amount of € 12,980,000,- (say: twelve million nine hundred eighty thousand Euro).

Article III

The Yemeni Contribution

1. The Yemeni Party shall make the following contributions to the Programme.

a. The full support of the relevant institutions, including basic salaries and other available benefits for the Programme’s Yemeni staff within these institutions.

b. Office space for local and international staff including national and international telephone lines.

c. All reports and information related to and needed for the Programme’s preparation and implementation as required by the Programme implementation team.

d. Implementation when and where applicable of any actions, decisions, procedures, decrees and projects as stated in the Inception Plan approved by the Steering Committee.

e. Implementation of activities outside the Inception Plan approved by the Steering Committee, including the relevant central institutions for the execution of these, within specified programmes time schedules and budget allocations.

f. Ensure allocations and timely provision to Shabwah local governments of its annual share of programme budgets for office costs, transportation, staffing, individual activities and projects.

2. The value of the Yemeni contribution will be specified in the approved Annual Budget allocation to Shabwah governments.

Article IV

The Executive Authorities

1. The Netherlands Party shall appoint the Royal Netherlands Embassy in Sana'a as the Netherlands Executive Authority in charge of the Netherlands contribution to the Programme.

2. The Yemeni Party shall appoint the Governor of Shabwah in charge of the Yemeni contribution to the Programme.

3. The above-mentioned Netherlands Executive Authority will contract a specialised agency selected as part of a tender procedure, who will be responsible for the technical assistance and will have a team of experts who will reside permanently in Shabwah governorate and shall be represented by the Team Leader.

4. The above-mentioned Yemeni Party shall be represented, as far as the day to day operations of the Programme are concerned, by the Deputy Governor of Shabwah.

Article V

Delegation

1. The Parties shall delegate the overall supervision and joint policy reviews of the Programme to a Steering Committee (SC) composed of the following persons:

- I. The vice Minister of Ministry of Development and Planning (MoPD) – as its chairman.
- II. The deputy Minister of Local Administration (MoLA) as member.
- III. The deputy Minister of Ministry of Finance for International affairs (Mof) – as member.
- IV. The Governor of Shabwah governorate – as member.
- V. The Secretary General of Shabwah council – as member.
- VI. The Head of Development Co-operation of the Royal Netherlands Embassy in Yemen – as observer.
- VII. The programme officer in charge at the Royal Netherlands Embassy – as observer
- VIII. The team-leader of the Dutch Contractor – as observer.

2. Secretarial activities for the SC, including reporting, will be executed by a member of the MoLA and by two Programme staff members.

3. The Steering Committee will meet from time to time at the request of the executive authorities but at least twice a year.

Article VI

The Team-leader

The Team-leader shall be responsible to the Netherlands Executive Authority for the correct implementation of the Netherlands contribu-

tion. The Team-leader shall act in close consultation with the Yemeni Executive Authority and respect the operational instructions given by the said Authority to the Yemeni personnel. The Yemeni Executive Authority shall provide the Team-leader with any information that may be considered necessary for the execution of the Programme.

Article VII

Programme Documents

1. The Executive Authorities have established by common consent the Programme Documents, consisting of “Background and Strategic note for the Netherlands support to local authorities in Shabwah governorate” of December 2001, the “Terms of Reference for the technical support to the governments in Shabwah governorate in Yemen” of January 2002 and the “Proposal from ARCADIS BMB for the technical assistance to the government of Shabwah governorate” of March 2002. The initial Programme Documents will be completed with:

rules and regulations for the financial assistance to the Programme;
the Technical Assistance Commission Contract;
the Inception Report.

2. The Programme Documents shall form an integral part of this Administrative Arrangement.

3. The Programme Documents may be amended by the Executive Authorities in common agreement.

4. The Inception Report, to be approved by the Executive Authorities, shall be the basis for the further implementation of the technical assistance.

5. The Annual Plans and Budgets from the Shabwah government shall be the basis for the annual allocation of the financial support.

6. The rules and regulations, to be agreed upon by the Executive Authorities, shall govern the provision and disbursement of the financial support.

Article VIII

Status of staff

The staff assigned to the Programme by the Netherlands Party shall enjoy the privileges and immunities mentioned in the Articles II and III of the Agreement.

Article IX

Status of equipment and materials

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

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

Article X

Reporting

1. The Team-leader shall submit every six months a narrative and financial report in the English and Arabic languages on the progress made on the execution of the Programme to both Executive Authorities. At the termination of the Programme, the Team-leader shall submit to all parties concerned a final narrative and financial report in the English and Arabic language on all aspects of the work done in connection with the Programme.

2. Shabwah government shall submit every three months a narrative and financial report in the English and Arabic languages on the activities implemented, constraints and proposed changes and on financial expenditures with a liquidity planning for the next six months to be submitted according to the procedures to be agreed upon and specified in the Arrangement with the Governor of Shabwah governorate.

Article XI

Evaluation

1. The Executive Authorities shall evaluate the Programme after 24 months.

2. The Executive Authorities shall make yearly a value for money audit, which will be conducted by a contracted specialist party to be contracted by the Netherlands Party.

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 01 January 2002, on the date of signature and shall expire

at the end of the period mentioned in Article I, paragraph 2, of this Arrangement or on the date on which the Programme has been completed in conformity with the provisions of this Arrangement.

DONE in Sana'a on the 12th of October 2002 in two originals in the English language.

For the Netherlands Minister for Development Co-operation:

(sd.) B. RONHAAR

Mr Bert Ronhaar
Ambassador

The Yemeni Minister for Development and Planning:

(sd.) A. SOFAN

Mr Ahmed Sofan
Minister for Planning and Development

Het akkoord is ingevolge zijn artikel XIII op 12 oktober 2002 in werking getreden, met terugwerkende kracht tot 1 januari 2002.

Uitgegeven de *veertiende* november 2002.

De Minister van Buitenlandse Zaken,

J. G. DE HOOP SCHEFFER