

No. 20951

**NETHERLANDS
and
YEMEN**

**Agreement on technical co-operation. Signed at The Hague
on 3 October 1978**

Authentic text: English.

Registered by the Netherlands on 13 March 1982.

**PAYS-BAS
et
YÉMEN**

**Accord de coopération technique. Signé à La Haye le 3 oc-
tobre 1978**

Texte authentique : anglais.

Enregistré par les Pays-Bas le 13 mars 1982.

AGREEMENT¹ ON TECHNICAL COOPERATION BETWEEN THE KINGDOM OF THE NETHERLANDS AND THE YEMEN ARABIC REPUBLIC

The Government of the Kingdom of the Netherlands and the Government of the Yemen Arabic Republic;

Reaffirming the friendly relations existing between the two States and their peoples;

Firmly desiring to intensify these relations;

Desiring to promote technical cooperation, and to create for that purpose the necessary legal and administrative framework;

Have agreed as follows:

Article I. 1. The aim of this Agreement shall be to promote technical cooperation and to create to that effect the legal and administrative framework for technical cooperation projects upon which the competent administrative authorities of the two Parties may decide for the purpose of implementing this Agreement.

2. A decision to cooperate as referred to in paragraph 1 above, the contributions to that project and the manner in which the project is to be implemented shall in each case be laid down in an arrangement to be established by the two competent administrative authorities.

Article II. In connection with a project, the Government of the Yemen Arabic Republic shall:

- a. Exempt the Netherlands personnel from all taxes and other fiscal charges in respect of all remunerations paid to them by the Netherlands Government;
- b. Exempt the Netherlands personnel from import and customs duties on new or used household effects and personal belongings as well as professional equipment, imported into Yemen within 6 months of their arrival or the arrival of their dependants on the territory of Yemen, provided such goods are re-exported from Yemen at the time of departure or within such period as may be agreed upon by the Government of the Yemen Arabic Republic;
- c. Make provision for the duty-free importation or purchase from bond of one motor-vehicle by the Netherlands personnel within 6 months of their first arrival or the arrival of their dependants on the territory of Yemen provided that such a vehicle, if sold to a person not likewise privileged, shall be subject to an appropriate import duty based on the estimated value of the vehicle at the time of its being sold;
- d. Exempt the Netherlands personnel from import and customs duties on reasonable amounts of consumer goods within the limits specified by the Yemen Ministry of Foreign Affairs;

¹ Came into force on 16 July 1981, the date of the last of the notifications (effected on 27 March 1979 and 16 July 1981) by which the Parties informed each other that the procedures constitutionally required had been complied with, in accordance with article VI (1).

- e. Make provisions for the issue of entry-visas and work-permits, free of charge, to the Netherlands personnel employed or to be employed on a project by the Netherlands Government;
- f. Grant the Netherlands personnel the most favourable exchange facilities, i.e. external accounts for all their Netherlands remunerations;
- g. Offer the Netherlands personnel and their families in Yemen repatriation facilities in time of national or international crises;
- h. Grant the Netherlands personnel immunity from legal action in respect of any acts performed or words spoken or written in their official capacity;
- i. Provide the Netherlands personnel with identity documents to assure them of the full assistance of the appropriate authorities of Yemen in the performance of their duties.

Article III. 1. The Government of the Yemen Arabic Republic shall indemnify and hold harmless the Government of the Kingdom of the Netherlands and the Netherlands personnel against any extra-contractual civil liability arising from any act or omission on the part of one or more of the said individuals during the operations governed by or undertaken in virtue of this Agreement which causes the death or physical injury of a third party or damage to the property of a third party — in so far as such death, injury or damage is not covered by insurance — and shall abstain from making any claim or instituting any action for extra-contractual liability unless such liability derives from wilful misconduct or gross negligence on the part of one or more of the said individuals.

2. If the Government of the Yemen Arabic Republic is obliged to hold harmless the Government of the Kingdom of the Netherlands or one or more of the said individuals against any claim or action for extra-contractual civil liability in accordance with paragraph 1 of this Article, the Yemen Government shall be entitled to exercise all the rights to which the Netherlands Government or the individuals are entitled.

3. If the Government of the Yemen Arabic Republic so requests the Government of the Kingdom of the Netherlands shall provide the competent authorities of the Yemen Arabic Republic with the administrative or legal assistance required to achieve the satisfactory solution of any problems that may arise in connection with the application of paragraphs 1 and 2 of this Article.

Article IV. 1. The provisions in this Agreement concerning Netherlands personnel shall apply equally to persons, other than Yemen nationals, by the Netherlands Government and to persons, other than Yemen nationals, employed by business enterprises with which the Netherlands Government has concluded a contract to engage in operations governed by or undertaken in virtue of this Agreement.

2. The Netherlands personnel made available may perform operational or advisory duties.

Article V. The Government of the Yemen Arabic Republic shall exempt from all import and export duties and other official charges the equipment (including motor-vehicles) and other supplies provided by the Netherlands Government in connection with a project.

Article VI. 1. This Agreement shall enter into force on the date on which the two Governments have given each other written notification that the procedures constitutionally required therefore in their respective countries have been complied with.

2. This Agreement shall remain in force for an initial period of two years.

If neither Government declares its intention to terminate the Agreement three months before it expires, the Agreement shall each time be tacitly renewed for a further period of one year.

3. In respect of projects started before the date of termination of this Agreement the foregoing articles shall continue to be effective until the project has been terminated.

4. This Agreement shall automatically terminate when a general multilateral agreement on technical cooperation, involving both Governments, comes into force.

5. With respect to the Kingdom of the Netherlands this Agreement shall apply to the European part of the Kingdom only.

DONE at The Hague, this 3 October 1978 in duplicate in the English language.

For the Government
of the Kingdom of the Netherlands:

J. DE KONING

For the Government
of the Yemen Arabic Republic:

M. S. BASINDWA
