TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1979 Nr. 41

A. TITEL

Overeenkomst tussen het Koninkrijk der Nederlanden en de Arabische Republiek Egypte inzake technische samenwerking; Kairo, 30 oktober 1976

B. TEKST

De tekst van de Overeenkomst is geplaatst in Trb. 1977, 10.

C. VERTALING

Zie Trb. 1977, 10.

D. PARLEMENT

Zie Trb. 1977, 94.

De in rubriek J hieronder vermelde administratieve akkoorden behoeven ingevolge artikel 62, eerste lid, letter b, van de Grondwet niet de goedkeuring der Staten-Generaal.

In overeenstemming met artikel 60, tweede lid, van de Grondwet is het in rubriek J van *Trb*. 1978, 17 afgedrukte Administratief Akkoord bij brieven van 2 maart 1978 medegedeeld aan de Eerste en de Tweede Kamer der Staten-Generaal.

G. INWERKINGTREDING

Zie Trb. 1977, 94.

J. GEGEVENS

Zie Trb. 1977, 94 en 1978, 17.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 26 november 1978 te Kairo tot stand gekomen een Administratief Akkoord betreffende de ontwikkeling van de visserij in El Fayoum. De tekst van dit Administratief Akkoord luidt als volgt:

Administrative Arrangement

The Minister for Development Cooperation of the Kingdom of the Netherlands, being the Competent Netherlands Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Netherlands Party", represented in this matter by Mr. G. W. van Barneveld Kooy, Ambassador Extraordinary and Plenipotentiary of Her Majesty the Queen of the Netherlands at Cairo

and

the Minister of Economy and Economic Cooperation of the Arab Republic of Egypt, being the Competent Egyptian Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Egyptian Party", represented in this matter by Mr. Aly Gamal el-Nazer, Minister of State for Economic Cooperation,

Having regard to the provisions of Article I of the Agreement concerning Technical Cooperation between the Kingdom of the Netherlands and the Arab Republic of Egypt signed at Cairo on October 30th, 1976, hereinafter referred to as "the Agreement",

Have entered into the following Administrative Arrangement:

Article I

The Project

- 1. The two Parties shall jointly carry out a project, to be known as "Sea-Wealth in Lake Karoun and Wadi El-Rayan", hereinafter referred to as "the Project".
- 2. The aim of the Project is the development of Fisheries in El Fayoum Governorate.
- 3. The aim will be achieved in a way to be indicated in the Schedule of Operations, referred to in Article VI.
- 4. The cooperation between the two Parties is planned to last 12 months.

Article II

The contribution of the Netherlands Party

- 1. As its contribution to the Project the Netherlands Party undertakes:
 - to supply a number of qualified advisers for short visits;

- to provide equipment and bear the cost of its transportation (including insurance) to the most suitable port or airport in Egypt;
- to provide a number of fellowships for Egyptian staff to be trained in the Netherlands.
- 2. The value of the contribution by the Netherlands Party shall not exceed 700.000,— Dutch guilders.

Article III

The contribution by the Egyptian Party

As its contribution to the Project the Egyptian Party undertakes to provide the facilities as provided in the Schedule of Operations.

Article IV

The Executive Authorities

- 1. The Netherlands Party shall appoint the International Technical Assistance Department of the Netherlands Ministry of Foreign Affairs as the Netherlands Executive Authority in charge of the Project.
- 2. The Egyptian Party shall appoint the Governorate of Fayoum to be responsible for the execution of this project. The Governorate will arrange this execution in cooperation with the Institute of Oceanography and Fisheries.

Article V

Delegation

Each of the Executive Authorities shall be entitled to delegate the duties in connection with the Project under its responsibility partly or entirely to other authorities or organisations. In doing so, the Executive Authorities shall inform each other in writing of any such delegation and of the extent of the delegation.

Article VI

The Schedule of Operations

1. The Executive Authorities shall establish by common consent a Schedule of Operations stating in detail the contribution of either Party, the number and duties of the advisers, their job-descriptions, the duration of their stay abroad and a description of the equipment and materials to be made available. The Schedule of Operations shall include an itemized budget of the contribution of either Party, an Operations Priority Scheme, a time-table and lists of equipment and materials to be supplied by either Party.

2. The Schedule of Operations may be amended by common consent between the Executive Authorities.

Article VII

Personnel

The personnel supplied by the Netherlands Party shall enjoy the privileges and immunities described in Articles II, III and IV of the Agreement.

Article VIII

Equipment and Materials

The provisions of Articles V and VI of the Agreement shall be applicable to the importation of the equipment and materials provided by the Netherlands Party as well as to the status of the said equipment and materials.

Article IX

Settlement of disputes

Any dispute concerning the interpretation or implementation of this Administrative Arrangement which cannot be settled by consultations between the two Parties shall be referred to the respective Governments.

Article X

Entry into force and duration

This Administrative Arrangement shall enter into force on the date of signature by both Parties and shall expire either at the end of the period stated in Article I, paragraph 4, 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 Schedule of Operations, whichever date is the latter.

DONE at Cairo on the 26th of November, 1978 in two originals in English.

For the Netherlands Minister For Development Cooperation

(sd.) G. W. VAN BARNE-VELD KOOY G. W. van Barneveld Koov For the Egyptian Minister of State For Economic Cooperation

(sd.) A. G. EL-NAZER
Aly Gamal El-Nazer

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Het Administratief Akkoord is ingevolge zijn artikel X op 26 november 1978 in werking getreden.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 26 november 1978 te Kairo tot stand gekomen een Administratief Akkoord inzake de tweede fase van het Damietta veeteeltproject.

De tekst van dit Administratief Akkoord luidt als volgt:

Administrative Arrangement

The Minister for Development Cooperation of the Kingdom of the Netherlands, being the Competent Netherlands Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Netherlands Party", represented in this matter by Mr. G. W. van Barneveld Kooy, Ambassador Extraordinary and Plenipotentiary of Her Majesty the Queen of the Netherlands at Cairo,

and

the Minister of Economy and Economic Cooperation of the Arab Republic of Egypt, being the Competent Egyptian Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Egyptian Party", represented in this matter by Mr. Aly Gamal el-Nazer, Minister of State for Economic Cooperation,

Having regard to the provisions of Article I of the Agreement concerning Technical Cooperation between the Kingdom of the Netherlands and the Arab Republic of Egypt signed at Cairo on 30 October 1976, hereinafter referred to as "the Agreement",

Considering that both Parties have collaborated with respect to the first phase of the Damietta Dairy Pilot Farm Project;

Considering that the Parties wish to continue that collaboration,

Have entered into the following Administrative Arrangement:

Article I

The Project

- 1. The two Parties shall jointly carry out a project to be known as "The second phase of the Damietta Dairy Pilot Farm Project" hereinafter referred to as "the Project".
- 2. The aim of the Project is: the further development of dairy farming in the Damietta Polder.
- 3. The cooperation between the two Parties is planned to last

Article II

The contribution of the Netherlands Party

- 1. As its contribution to the Project the Netherlands Party undertakes:
 - to supply a team of qualified experts for an assignment in Egypt and to bear all expenses incurred by the experts and their families;
 - to provide equipment and bear the cost of its transportation (including insurance) to the most suitable port or airport in Egypt.
- 2. The value of the contribution by the Netherlands Party shall not exceed Dfl. 2.700.000,— (two million and seven hundred thousand Dutch guilders).
- 3. In addition to the sum for technical assistance specified in the previous paragraph, the Netherlands Party has made available for the implementation of the Project the sum of Dfl. 5.300.000,— as financial assistance.

Article III

The contribution by the Egyptian Party

As its contribution to the Project the Egyptian Party undertakes:

 to provide the experts with adequate qualified counterpart staff, skilled and unskilled labour, and to bear the cost of their salaries, allowances, emoluments and other rights and to bear the cost of transport to and from the Project site;

 to provide fully equipped office accommodation and bear the cost of running and maintaining the same together with the equipment supplied by the Netherlands Party, for the duration of the Project;

- to take for its account the running cost of the Project.

Article IV

The Executive Authorities

1. The Netherlands Party shall appoint the International Technical Assistance Department of the Netherlands Ministry of Foreign Affairs as the Netherlands Executive Authority in charge of the Project.

The Netherlands Executive Authority shall be represented in as far as the daily operations under the Project are concerned, by the team-leader, who is to be appointed from among the Netherlands advisers.

2. The Egyptian Party shall appoint the Ministry of Land Reclamation as the Egyptian Executive Authority in charge of the implementation of the Project.

Article V

The team-leader

- 1. The team-leader shall be responsible to the Netherlands Executive Authority for the implementation of the Netherlands contribution.
- 2. The team-leader shall act in close consultation with the Egyptian Executive Authorities and respect the operational instructions given by the Egyptian Authorities to the Egyptian personnel.
- 3. The Egyptian Executive Authorities shall provide the teamleader with any information that may be considered necessary for the execution of the Project.

Article VI

Delegation

Each of the Executive Authorities shall be entitled to delegate the duties in connection with the Project under its responsibility partly or entirely to other authorities or organisations. In doing so, the Executive Authorities shall inform each other in writing of any such delegation and of the extent of the delegation.

Article VII

The Schedule of Operations

- 1. The Executive Authorities shall establish by common consent a Schedule of Operations stating in detail the contribution of either Party, the number and duties of the advisers, their job-descriptions, the duration of their stay abroad and a description of the equipment and materials to be made available. The Schedule of Operations shall include an itemized budget of the contribution of either Party, an Operations Priority Scheme, a time-table and lists of equipment and materials to be supplied by either Party.
- 2. The Schedule of Operations may be amended by common consent between the Executive Authorities.

Article VIII

Personnel

The personnel supplied by the Netherlands Party shall enjoy the privileges and immunities described in the Articles II, III and IV of the Agreement.

Article IX

Equipment and materials

The provisions of the Articles V and VI of the Agreement shall be applicable to the importation and exportation of the equipment and materials provided by the Netherlands Party as well as to the status of the said equipment and materials.

Article X

Reporting

The team-leader shall submit to both Executive Authorities a quarterly report in English on the progress made in the execution of the Project.

On the termination of the Project the team-leader shall submit to all parties involved a final report in English on all aspects of the work done in connection with the Project.

Article XI

Review

One year after the Project has been started, the Executive Authorities shall provisionally evaluate the results of the Project.

Article XII

Settlement of disputes

Any dispute concerning the interpretation or implementation of this Administrative Arrangement which cannot be settled by consultations between the two Parties shall be referred to the respective Governments.

Article XIII

Entry into force and duration

This Administrative Arrangement shall enter into force, with retroactive effect as from September 1st, 1977, on the date of signature by both Parties and shall expire either at the end of the period stated 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 Schedule of Operations, whichever date is the latter.

DONE at Cairo on the 26th of November, 1978, in 2 originals in English.

For the Netherlands Minister For Development Cooperation

For the Egyptian Minister
of State For Economic
Cooperation

(sd.) G. W. VAN BARNE-VELD KOOY

(sd.) A. G. EL-NAZER

G. W. van Barneveld Kooy

Aly Gamal El-Nazer

Het Administratief Akkoord is ingevolge zijn artikel XIII op 26 november 1978 in werking getreden met terugwerkende kracht vanaf 1 september 1977.

De tekst van het op 8 januari 1977 te Kairo totstandgekomen Administratief Akkoord inzake het Damietta veeteeltproject is geplaatst in Trb. 1977, 94.

Uitgegeven de negende maart 1979.

De Minister van Buitenlandse Zaken, C. A. VAN DER KLAAUW