

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1986 Nr. 159

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, *Trb.* 1979, 41, *Trb.* 1981, 66, *Trb.* 1982, 60 en *Trb.* 1983, 123.

De in rubriek J hieronder afgedrukte administratieve akkoorden behoeven ingevolge additioneel artikel XXI, eerste lid, onderdeel b, van de Grondwet, juncto artikel 62, eerste lid, onderdeel b, van de Grondwet naar de tekst van 1972, niet de goedkeuring van de Staten-Generaal.

Bij brieven van 8 september 1983 is het op 4 mei 1983 te Kairo tot stand gekomen administratief akkoord inzake een project betreffende de vermeerdering van olijven en mango's (tekst in rubriek J van *Trb.* 1983, 123) medegegeeld aan de Eerste en de Tweede Kamer der Staten-Generaal.

G. INWERKINGTREDING

Zie *Trb.* 1977, 94.

J. GEGEVENS

Zie *Trb.* 1977, 94, *Trb.* 1978, 17, *Trb.* 1979, 41, *Trb.* 1981, 66, *Trb.* 1982, 60 en *Trb.* 1983, 123.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 31 december 1984 te Kairo tussen de bevoegde autoriteiten een uitvoeringsprogramma tot stand gekomen inzake tuinbouwvoorlichting. De tekst van het programma luidt als volgt:

Executive Programme

The Netherlands Minister for Development Co-operation, being the Competent Netherlands Authority for the purpose of this Executive Programme hereinafter referred to as "the Netherlands Party", represented in this matter by the Ambassador Extraordinary and Plenipotentiary of Her Majesty the Queen of the Netherlands in Cario, Dr. N. H. Biegman

and

The Egyptian Minister of Agriculture and Food Security being the competent Egyptian Authority for the purpose of this Executive Programme, hereinafter referred to as "the Egyptian Party".

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

Having decided to cooperate in the "Horticultural Demonstration and Extension Station".

Have entered into the following Executive Programme:

Article I

The Project

1. The two Parties shall jointly carry out a project entitled "Horticultural Demonstration and Extension Station", hereinafter referred to as "the Project".

2. The aim of the Project shall be production and quality improvement of vegetables in general and tomatoes in particular and the formation of a team of extension officers to fulfil the project's goals at benefit of the farmers in Fayoum Governorate.

3. This aim will be achieved by:

- Carrying out horticultural investigations, among which:
- Improving irrigation methods;

- Improving soil conservation and fertilization;
 - Setting up a soil analyses laboratory;
 - Setting up a plant propagation nursery;
 - The formation of a team of extension officers.
4. The Cooperation between the two Parties is planned to last 36 months.

Article II

The Contribution of the Netherlands Party

1. As its contribution to the Project the Netherlands Party undertakes:
- to supply two qualified advisers for an assignment in Egypt and to bear all expenses incurred by the advisers and their families;
 - to supply visiting experts and to bear their expenses;
 - to supply the equipment, vehicles and related spare parts needed for the execution of the Project;
 - to supply fellowships and training funds;
 - to do research in the Netherlands if necessary.
2. The value of the contribution of the Netherlands Party is estimated at 2,000,000 Netherlands guilders (two million Netherlands guilders), according to the attached Annex (No. 2)¹⁾.

Article III

The Contribution of the Egyptian Party

1. As its contribution to the Project the Egyptian Party undertakes:
- to provide the "Project" with a sufficient number of qualified counterparts and to bear the cost of their salaries and emoluments;
 - to bear the running costs of the Project;
 - to supply sufficient land and facilities needed for the execution of the Project;
 - to make available buildings needed for the Project.
2. The value of the contribution by the Egyptian Party is estimated at 210,000 Egyptian pounds (two hundred and ten thousand Egyptian pounds), according to the attached annex (No. 1)¹⁾.

Article IV

The Executive Authorities

1. The Netherlands Party shall appoint the Directorate General for

¹⁾ Niet afgedrukt.

International Cooperation 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 the daily operations under the Project by the Netherlands director, who is to be appointed from among the Netherlands advisers.

2. The Egyptian Party shall appoint the Director of the Fayoum Research Station as the Egyptian Executive Authority in charge of the Project.

The Egyptian Executive Authority shall be represented in the daily operations under the Project by the Egyptian Director.

Article V

The two Directors

1. The Netherlands Director shall be responsible to the Netherlands Executive Authority for the implementation of the Netherlands contribution.

2. The two Directors shall act in close consultation with the Executive Authorities and shall observe such operational instructions as given by the Egyptian and Netherlands Authorities.

3. The two Executive Authorities shall provide the two Directors with any relevant information that they consider reasonably necessary for the efficient execution of operations in the Project.

Article VI

Delegation

Each of the Executive Authorities shall be entitled to delegate the duties in connection with the Project partly or entirely to other authorities or organisations.

The Executive Authorities shall inform each other in writing of any such delegation and of the extent of such delegation.

Article VII

The Plan of Operations

1. The two Executive Authorities shall establish by common consent a Plan 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 description of the equipment and materials to be made available. The Plan 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 Plan of Operations shall form an integral part of this Executive Programme.

3. The Schedule of Operations may be amended by the Executive Authorities by common consent. (See Project proposal attached¹).

Article VIII

Reporting

The two Directors 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 two Directors shall submit to all parties involved a final report in English on all aspects of the work done in connection with the Project.

Article IX

Settlement of Disputes

Any dispute concerning the interpretation of implementation of this Executive Programme which cannot be settled by consultations between the two Parties shall be referred to the two governments.

Article X

Entry into Force and Duration

The Executive Programme shall enter into force with retroacting²) effect from January 1, 1984 under reserve of ratification and shall expire either at the end of the period stated in Article 1, paragraph 4, of this Executive Programme or on the date on which the Project has been completed in conformity with the provisions of this Executive³) and the Plan of Operations, whichever date is the later.

DONE in Cairo on the 31st day of December 1984 in two originals

¹) Niet afgedrukt.

²) Lees „retroactive“.

³) Lees „Executive Programme“.

in the Arabic and the English languages, and in case of differences the English version will prevail.

*For the Minister for
Development Cooperation
of the Netherlands*

*Egyptian Minister of Agriculture
and Food Security of the Arab
Republic of Egypt*

(sd.) N. H. BIEGMAN

(sd.) YOUSSEF WALLY

Dr. N. H. Biegman

Dr. Youssuf Wally

Ambassador Extraordinary and
Plenipotentiary of Her Majesty
the Queen of The Netherlands
in Cairo

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 14 november 1985 te Kairo een administratief akkoord tot stand gekomen betreffende de Commissie voor advies inzake kustbescherming. De tekst van het akkoord luidt als volgt:

Administratieve 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 Extraordinary and Plenipotentiary of Her Majesty the Queen of the Netherlands at Cairo, Dr. N. H. Biegman and the Egyptian Minister of Irrigation, Eng. Essam Radi, being the competent Egyptian Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Egyptian Party",

Having decided to co-operate in the field of applied science and management of applied science and management of coastal protection,

Having regard to the provisions of Article I of the Agreement concerning Technical Co-operation between the Kingdom of the Netherlands and the Republic of Egypt signed at The Hague on 30 October 1976, hereinafter referred to as "the Agreement",

Having entered into the following Administrative Arrangement:

Article I

The Project

1. The two Parties shall jointly execute a project to be known as "Shore Protection Panel" hereinafter referred to as "the Project".

2. The aim of the Project is:

– to strengthen the managerial and applied-scientific capabilities of the Shore Protection Authority, in order to create a strong and adequate authority in Egypt, capable of planning, designing, maintaining and managing the works and infrastructure required for shore-protection.

3. These aims shall be pursued by the establishment of an Advisory Panel for Shore Protection.

4. The aforesaid co-operation between the two Parties is planned to last three years, starting 1 January 1985.

Article II

The Netherlands Contribution

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

- provide three experts for the Advisory Panel
- provide short term consultancy
- provide training courses for SPA personnel
- provide literature and equipment
- finance the transport and living costs of the Netherlands participants to the workshop
- bear the costs for reporting
- bear the costs of the secretariat of the Advisory Panel in the Netherlands
- finance the living expenses for the three Egyptian experts during the Panel Meeting in the Netherlands
- finance the living expenses for the Egyptian trainees in the Netherlands.

2. The total expenses of the abovementioned Netherlands contribution shall not exceed the amount of Dfl. 700,000.

Article III

The Egyptian Contribution

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

- provide three experts for the Advisory Panel
- finance their transport to attend meetings in the Netherlands

- finance the transport cost of the Egyptian trainees
 - provide equipment
 - bear the costs of the secretariat of the Advisory Panel in Egypt.
2. The value of the contribution is estimated at Egyptian Pounds 75,000.

Article IV

The Executive Authorities

1. The Netherlands Party shall appoint the Directorate General for International Co-operation of the Ministry of Foreign Affairs as the Netherlands Executive Authority in charge of the Project.
2. The Egyptian Party shall appoint the Shore Protection Authority as the Egyptian Executive Authority in charge of the implementation of the Project.
3. The above-mentioned Netherlands Executive Authority shall be represented in Egypt, as far as the day to day operations under the Project are concerned, by the Netherlands Team-leader.

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 Executive Authorities and shall observe such operational instructions as given by the Egyptian Authorities to the Egyptian Project personnel.
3. The Egyptian Executive Authority shall provide the Team-leader with any relevant information that the latter considers reasonably necessary for the efficient execution of operations in the project.

Article VI

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 or institutions delegated and of the extent of such delegation.

Article VII

The Schedule of Operations

1. The Executive Authorities shall establish in common agreement a Schedule of Operations indicating in detail:

- the contribution of either Party;
- the number and duties of the Netherlands staff;
- their job-descriptions;
- the duration of their stay abroad;
- a description of the equipment and materials to be made available.

The Schedule of Operations shall include a specified 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 Schedule of Operations shall form an integral part of this Administrative Arrangement.*

3. The Schedule of Operations may be amended in common agreement between the Executive Authorities.

Article VIII

Status of the Netherlands Staff

The Netherlands staff to this Project shall enjoy the privileges and immunities, mentioned in Articles II, III, and VII 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 supplied by the Netherlands Party will be transferred to the Egyptian Party at the time the co-operation between the two Parties on the Project will be terminated.

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 a final report in the English language on all aspects of the work done in connection with the Project to all parties involved.

Article XI

Evaluation

The Executive Authorities shall evaluate the Project after its completion.

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 19 January 1985, on the date of signature by both Parties and shall expire at the end of the period mentioned 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 later.

DONE at Cairo on the 14 th day of November 1985 in two originals in the English language.

*For the Netherlands Minister
for Development Co-operation*

(sd.) N. H. BIEGMAN

Dr. N. H. Biegmán

*The Egyptian Minister
of Irrigation*

(sd.) ESSAM RADI

Eng. Essam Radi

Het administratief akkoord is op 14 november 1985 in werking getreden, met terugwerkende kracht vanaf 19 januari 1985.

Uitgegeven de *negentiende* november 1986.

De Minister van Buitenlandse Zaken,

H. VAN DEN BROEK