

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1991 Nr. 189

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 en, laatstelijk *Trb.* 1991, 22.

De in rubriek J hieronder afgedrukte administratieve akkoorden behoeven ingevolge artikel 91, juncto additioneel artikel XXI, eerste lid, onderdeel b, van de Grondwet en juncto artikel 62, eerste lid, onderdeel b, van de Grondwet naar de tekst van 1972, niet de goedkeuring der Staten-Generaal.

De in rubriek J van *Trb.* 1991, 22 afgedrukte administratieve akkoorden zijn bij brieven van 10 juni 1991 medegedeeld 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, *Trb.* 1983, 123, *Trb.* 1986, 159, *Trb.* 1987, 39, *Trb.* 1988, 41, *Trb.* 1988, 162, *Trb.* 1990, 107 en *Trb.* 1991, 22.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 16 januari 1991 te Kairo tussen de bevoegde Nederlandse en Egyptische autoriteiten een administratief akkoord tot stand gekomen inzake de tweede fase van het Project betreffende de verbetering van het binnenscheepvaartvervoer. 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 the Chargé d'Affaires ad interim of Her Majesty the Queen of the Netherlands in Cairo, Dr. E. F. Jacobs

and

the Egyptian Minister of Transport, Communication and Maritime Transport, Eng. Soliman Metwalli Soliman, being the competent Egyptian Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Egyptian Party";

Having decided to cooperate in the field of "Inland Water Transport";

Having regard to the provision 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 30 October 1976, hereinafter referred to as "the Agreement",

Have entered into the following Administrative Arrangement:

Article I

The Project

1. The two Parties shall jointly execute (the second phase of) a Project, to be known as "Inland Water Transport (IWT)", hereinafter referred to as "the Project".

2. The aim of the Project is to improve the inland water transport of bulk cargoes over medium to long distances.

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

a) to identify and design a viable strategy for the (public) water transport companies, that will substantially increase their modal share in the transportation of selected (bulk) goods in selected (longer) distance ranges;

b) to turn the water transport companies into more active organisations, able to implement the designed strategy, by training technical and management personnel of the companies concerned;

c) to improve planning and executing capabilities of the River Transport Authority (in particular "mid level" officers) in waterway management, by continued and extended (infrastructure provision) training.

3. The aforesaid cooperation between the two Parties is planned to last 30 months, provided that within the first 6 months mutual agreement will be reached on a strategy, as mentioned under Art. I par. 2.1. par. 2a.

Article II

The Netherlands Contribution

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

- to provide a Teamleader for a period up to 18 months;
- to provide an IWT-marketing/operations/organisation expert and a transport economist for a period up to six man months;
- to provide various short-term experts for training on-the-job and technical assistance;
- to supply equipment, materials and visual aids for training purposes (to an amount of Dfl. 450,000,- which is included in the overall Netherlands contribution as stated in paragraph 2).

2. The value of the Netherlands contribution is estimated at Dfl. 3,000,000.-.

Article III

The Egyptian Contribution

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

- to provide local staff and counterparts;
- to provide office space and office facilities;
- to finance local salaries.

2. The value of the Egyptian contribution is estimated at Egyptian Pounds 170,000.-.

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 Egyptian Party shall appoint the River Transport Authority (RTA) as the Egyptian Executive Authority in charge of the Project.

3. The above-mentioned Netherlands Executive Authority shall be represented in Egypt, as far as the day-to-day operations of the Project are concerned, by the Teamleader appointed by the Netherlands Party.

Article V

Delegation

Each of the Executive Authorities, mentioned in Article V, shall be entitled to delegate under its own responsibility, partly or entirely, its duties in connection to the Project to a third party. In doing so the Executive Authorities shall inform each other immediately in writing of the names of persons or institutions delegated and of the extent of such delegation.

Article VI

The Teamleader

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 Egyptian Executive Authority and respect the operational instructions given by the said Authority to the Egyptian personnel. The Egyptian Executive Authority shall provide the Teamleader with any information that may be considered necessary for the execution of the Project.

Article VII

The Schedule of Operations

1. The Executive Authorities shall establish in common agreement a Schedule of Operations for Stage I of the Project, indicating in detail:

- the contribution of either Party;
- the number and duties of the staff appointed by each Party;
- their job descriptions;
- the duration of their assignment;
- a time-table;
- a description of the equipment and materials to be made available.

2. After the completion of Stage I, a similar Schedule of Operations will be established for Stage II of the Project.

3. The Schedule of Operations shall form an integral part of this Administrative Arrangement.

4. The Schedule of Operations may be amended in common agreement by the Executive Authorities.

Article VIII

Reporting

The Netherlands Teamleader shall submit quarterly reports in the English language on the progress made in the execution of the Project to both Executive Authorities.

At the termination of the Project, the Teamleader 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 IX

Status of Netherlands Staff

The Netherlands staff assigned to the Project by the Netherlands Party shall enjoy the privileges and facilities, as described in the Articles II, III and IV of the Agreement.

Article X

Status of Netherlands Equipment and Materials

1. In conformity with the provisions of Article V of the Agreement, the Government of the Arab Republic of Egypt will exempt from all import duties and other charges the equipment (inclusive passenger cars, spare parts, etc) and other supplies, provided by the Netherlands Government, in connection with the Project.

2. The ownership of all equipment and materials (inclusive motor-vehicles) supplied by the Netherlands Party, will be transferred to the Egyptian Party at the time the cooperation between the two Parties in the Project will be terminated.

Article XI

Evaluation

The Executive Authorities shall start an evaluation of the Project at the end of 1992.

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 and shall be settled 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 retro-active effect to 1st of October, 1990, on the day 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 the Schedule of Operations, whichever date is the later.

DONE in Cairo on the 16th day of January, 1991, in two originals in the English language.

For the Netherlands Minister for Development Cooperation

(sd.) E. F. JACOBS

Dr. E. F. Jacobs

The Egyptian Minister of Transport, Communication & Maritime Transport

(sd.) S. METWALLI

Eng. Soliman Metwalli Soliman

Het akkoord is ingevolge artikel XIII op 16 januari 1991 in werking getreden, met terugwerkende kracht tot 1 oktober 1990.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 20 januari 1991 te Kairo tussen de bevoegde Nederlandse en Egyptische autoriteiten een administratief akkoord tot stand gekomen inzake steun aan het Centraal Instituut voor onderzoek en ontwikkeling van de metallurgie. 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 the Chargé d'Affaires ad interim of Her Majesty the Queen of the Netherlands in Cairo, Dr. E. F. Jacobs

and

the Egyptian Minister of Education and Minister of State for Scientific Research, Dr. Adel Abdul Hamid Ezz, being the competent Egyptian Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Egyptian Party";

Having decided to cooperate in the field of "Metal Cutting/Industrial Development";

Having regard to the provision 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 30 October 1976, 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 "Metal Cutting Project", hereinafter referred to as "the Project".

2. The aim of the Project is to upgrade present Metal Cutting operations.

The aim of the Project will be achieved through strengthening of the Central Metallurgical Research and Development Institute (CMRDI) by transferring relevant technology.

3. The aforesaid cooperation between the two Parties is planned to last 2 years.

Article II

The Netherlands Contribution

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

- a team of experts;
- purchase and installation of equipment;
- training.

2. The value of the Netherlands contribution is estimated at Dfl. 1,650,000.

Article III

The Egyptian Contribution

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

- office and laboratory facilities;
- local transport;
- qualified counterpart staff

2. The value of the Egyptian contribution is estimated at Egyptian Pounds 1,100,000.-.

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 Egyptian Party shall appoint the Central Metallurgical Research and Development Institute (CMRDI) 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 of the Project are concerned, by the Teamleader appointed by the Netherlands Party.

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 immediately in writing of the names of persons or institutions delegated and of the extent of such delegation.

Article VI

The Teamleader

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 Egyptian Executive Authority and respect the operational instructions given by the said Authority to the Egyptian personnel. The Egyptian Executive Authority shall provide the Teamleader with any information and support that may be considered necessary for the execution of the Project, according to the Egyptian Regulations in that respect.

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 staff appointed by each Party;
- their job descriptions;
- the duration of their assignment;
- a time-table;
- a description of the equipment and materials to be made available.

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 by the Executive Authorities.

Article VIII

Reporting

The Netherlands Teamleader shall submit quarterly reports in the English language on the progress made in the execution of the Project to both Executive Authorities.

At the termination of the Project, the Teamleader 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 IX

Status of Netherlands Staff

The Netherlands staff assigned to the Project by the Netherlands Party shall enjoy the privileges and immunities, as described in the Articles II and III of the Agreement.

Article X

Status of Netherlands Equipment and Materials

1. In conformity with the provisions of Article V of the Agreement, the Government of the Arab Republic of Egypt will exempt from all import duties and other charges the equipment (inclusive passenger cars, spare parts, etc) and other supplies provided by the Netherlands Government, in connection with the Project.

2. The ownership of all equipment and materials (inclusive motor vehicles), supplied by the Netherlands Party, will be transferred to the Egyptian Party at the time the cooperation between the two Parties in the Project will be terminated.

Article XI

Evaluation

The Executive Authorities shall start an evaluation of the Project mid 1992.

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 and shall be settled 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 December 1st, 1990, on the day 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 the Schedule of Operations, whichever date is the later.

DONE in Cairo on the 20th day of January, 1991, in two originals in the English language.

For the Netherlands Minister for Development Cooperation

(sd.) E. F. JACOBS

Dr. E. F. Jacobs

The Egyptian Minister of Education and Minister of State for Scientific Research

(sd.) ADEL ABDUL HAMID EZZ

Dr. Adel Abdul Hamid Ezz

Het akkoord is ingevolge artikel XIII op 20 januari 1991 in werking getreden, met terugwerkende kracht tot 1 december 1990.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 5 maart 1991 te Kairo tussen de bevoegde Nederlandse en Egyptische autoriteiten een administratief akkoord tot stand gekomen inzake het technisch onderhoud van twee melkfabrieken van „Misr Milk” in Kairo en Alexandrië. 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 the Chargé d’Affaires ad interim of Her Majesty the Queen of the Netherlands in Cairo, Dr. E. F. Jacobs

and

the Egyptian Minister of Industry, Eng. Mohamed Abdel Wahab, being the competent Egyptian Authority for the purpose of this Administrative Arrangement, hereinafter referred to as “the Egyptian Party”;

Having decided to cooperate in the field of “Dairy Processing”;

Having regard to the provision 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 30 October 1976, 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 "Misr Milk/Tecnical Assistance", hereinafter referred to as "the Project".

2. The aim of the Project is to improve the technical maintenance of two milk factories of Misr Milk in Cairo and Alexandria.

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

- to design and to carry out a training programme for the technical personnel of both milk factories of Misr Milk in Cairo and Alexandria;

- to assist in the installation of spare parts provided by the Netherlands Party;

- to advise on possible rationalization of maintenance management of both factories;

- to advise on a maintenance contract between Misr Milk and the supplier of the equipment for the period after 1992.

3. The aforesaid cooperation between the two Parties is planned to last 24 months.

Article II

The Netherlands Contribution

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

- (2x24 man months) long term support by all-round technicians;
- (9 man months) short term support (7 weeks for a coordinating consultant included);
- (8 man months) short term support by local experts.

2. The value of the above-mentioned Netherlands contribution is estimated at Dfl. 1,970,000.-.

Article III

The Egyptian Contribution

1. The Egyptian Party shall make the following contribution to the Project:
 - (80 × 24 man months) all-round Egyptian technicians;
 - (20 × 24 man months) all-round Egyptian engineers;
 - (2 × 24 man months) Egyptian supervisors.
2. The value of the Egyptian contribution is estimated at Egyptian Pounds 1,600,000.-.

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 Egyptian Party shall appoint Misr Milk & Food Company 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 of the Project are concerned, by the Teamleader appointed by the Netherlands Party.

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 immediately in writing of the names of persons or institutions delegated and of the extent of such delegation.

Article VI

The Teamleader

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 consulta-

tion with the Egyptian Executive Authority and respect the operational instructions given by the said Authority to the Egyptian personnel. The Egyptian Executive Authority shall provide the Teamleader with any information and support that may be considered necessary for the execution of the Project.

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 staff appointed by each Party;
- their job descriptions;
- the duration of their assignment;
- a time-table;
- a description of the equipment and materials to be made available.

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 by the Executive Authorities.

Article VIII

Reporting

The Netherlands Teamleader shall submit quarterly reports in the English language on the progress made in the execution of the Project to both Executive Authorities.

At the termination of the Project, the Teamleader 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 IX

Status of Netherlands staff

The Netherlands staff assigned to the Project by the Netherlands Party shall enjoy the privileges and immunities, as described in the Articles II and III of the Agreement.

Article X

Status of Netherlands Equipment and Materials

1. In conformity with the provisions of Article V of the Agreement, the Government of the Arab Republic of Egypt will exempt from all import duties and other charges the equipment (inclusive passenger cars, spare parts, etc.) and other supplies provided by the Netherlands Government, in connection with the Project.

2. The ownership of all equipment and materials (inclusive motor vehicles), supplied by the Netherlands Party, will be transferred to the Egyptian Party at the time the cooperation between the two Parties in the Project will be terminated.

Article XI

Evaluation

The Executive Authorities shall start an evaluation of the Project mid 1992.

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 and shall be settled 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 retro-active effect to January 1, 1991, on the day 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 the Schedule of Operations, whichever date is the later.

DONE in Cairo on the 5th day of May, 1991, in two originals in the English language.

For the Netherlands Minister for Development Cooperation

(sd.) E. F. JACOBS

Dr. E. F. Jacobs

The Egyptian Minister of Industry

(sd.) M. A. WAHAB

Eng. Mohamed Abdel Wahab

Het akkoord is ingevolge artikel XIII op 5 maart 1991 in werking getreden, met terugwerkende kracht tot 1 januari 1991.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 25 maart 1991 te Kairo tussen de bevoegde Nederlandse en Egyptische autoriteiten een administratief akkoord tot stand gekomen inzake het Project betreffende de graansilo in de Fayoum. 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 the Chargé d'Affaires ad interim of Her Majesty the Queen of the Netherlands in Cairo, Dr. E. F. Jacobs

and

the Egyptian Minister of Supply & Home Trade, Dr. Mohamed Galal Abul Dahab, being the competent Egyptian Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Egyptian Party";

Having decided to cooperate in the field of "Agricultural Storage";

Having regard to the provision 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 30 October 1976, 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 "Fayoum Grain Silo", hereinafter referred to as "the Project".

2. The aim of the Project is to improve grain transport and storage.

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

- design and tender preparation of the grain silo;
- site preparation for construction;
- supply, building and installation of a steel silo complex;
- supervision during engineering and training.

3. The aforesaid cooperation between the two Parties is planned to last three years.

Article II

The Netherlands Contribution

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

- engineering and tender preparations;
- mechanical installations;
- electrical installations;
- supervision;
- training;
- eleven dump trucks.

2. The total expenses of the above-mentioned Netherlands contribution is estimated at Dfl. 10,621,000.- of which Dfl. 1,830,000.- is meant for technical assistance and the rest (Dfl. 8,791,000.-) will be a Financial Aid Grant for Egypt.

Article III

The Egyptian Contribution

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

- civil works;
- railway connection;
- local salaries for silo personnel;

2. The value of the Egyptian contribution is estimated at Dfl. 7,048,000.– plus approx. LE 600,000.– recurrent yearly expenses. Countervalue funds for food, and received by Egypt during 1986, 1987 and 1988, amounting to LE 5,769,094.– will be allocated as part of the Egyptian contribution. The remaining amount will be financed through similar countervalue funds from future food aid, or from the Egyptian Middle Egypt Flour Milling Company budget.

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 Egyptian Party shall appoint the Middle Egypt Flour Milling Company 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 of the Project are concerned, by the Teamleader appointed by the Netherlands Party.

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 immediately in writing of the names of persons or institutions delegated and of the extent of such delegation.

Article VI

The Teamleader

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 Egyptian Executive Authority and respect the operational instructions given by the said Authority to the Egyptian personnel. The Egyptian Executive Authority shall provide the Teamleader with any information that may be considered necessary for the execution of the Project.

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 staff appointed by each Party;
 - their job descriptions;
 - the duration of their assignment;
 - a time-table;
 - a description of the equipment and materials to be made available.
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 by the Executive Authorities.

Article VIII

Reporting

The Netherlands Teamleader shall submit quarterly reports in the English language on the progress made in the execution of the Project to both Executive Authorities.

At the termination of the Project, the Teamleader 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 IX

Status of Netherlands staff

The Netherlands staff assigned to the Project by the Netherlands Party shall enjoy the privileges and immunities, as described in the Articles II and III of the Agreement.

Article X

Status of Netherlands Equipment and Materials

1. In conformity with the provisions of Article V of the Agreement, the Government of the Arab Republic of Egypt will exempt from all import duties and other charges the equipment (inclusive motor vehicles) and other supplies provided by the Netherlands Party in connection with the Project. The Netherlands Party will not be held

responsible for payment of any import duties, taxes, etc. on project cars, spare parts, etc.

2. The ownership of all equipment and materials (inclusive motor vehicles), supplied by the Netherlands Party, will be transferred to the Egyptian Party at the time the cooperation between the two Parties in the Project will be terminated.

Article XI

Evaluation

The Executive Authorities shall start an evaluation of the Project at the end of 1991.

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 on the day of signature by both Parties, with retro-active effect to November 1, 1990, 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 the Schedule of Operations, whichever date is the later.

DONE in Cairo on the 25th day of March, 1991, in two originals in the English language.

For the Netherlands Minister for Development Cooperation

(sd.) E. F. JACOBS

Dr. E. F. Jacobs

The Egyptian Minister of Supply and Home Trade

(sd.) M. GALAL ABUL DAHAB

Dr. Mohamed Galal Abul Dahab

Het akkoord is ingevolge artikel XIII op 25 maart 1991 in werking getreden, met terugwerkende kracht tot 1 november 1990.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 15 mei 1991 te Kairo tussen de bevoegde Nederlandse en Egyptische autoriteiten een administratief akkoord tot stand gekomen inzake een project betreffende drinkwater en sanitatie in de Fayoum. 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 the Ambassador Extraordinary and Plenipotentiary of Her Majesty the Queen of the Netherlands in Cairo, Dr. Nikolaos van Dam,

and

the Governor of Fayoum, H. E. Dr. Abdel Rehim Shehata, being the competent Egyptian Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Egyptian Party";

Having decided to cooperate in the field of "Rural Water Supply and Sanitation";

Having regard to the provision 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 30 October 1976, 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 "Fayoum Drinking Water and Sanitation Project", hereinafter referred to as "the Project".

2. The aim of the Project is to improve public health by providing safe drinking water and sanitation in the Fyaoum Governorate. The aim of the Project will be achieved through the following specific objectives:

- assisting El Azab Water Organisation (AW) technically and financially to upgrade its performance;

- drawing up, with the assistance of AW, a master plan for the future water supply of rural Fayoum, accommodating the water supply requirements till the year 2020;

- executing feasibility studies for sewerage/sanitation projects on one district town of about 40,000 inhabitants and a number of smaller villages totalling about 40,000 inhabitants and drawing up a master plan for wastewater elimination in the whole of the Governorate;

- transferring know-how in the field of anaerobic wastewater treatment;

- elaborating methods and implementing a programme to inform and educate the population in the functioning of drinking water and sanitary systems;

- assisting the AW and other organisations concerned in developing sustainable organisational structures for drinking water supply and sanitation.

3. The aforesaid cooperation between the two Parties is planned to last 5 years for the drinking water component including 2 years for the sewerage/sanitation component.

4. The Project will be under the technical supervision of the National Organisation for Potable Water and Sanitary Drainage (NOPWASD).

Article II

The Netherlands Contribution

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

- supply of technical services for implementation of activities, related to master planning, survey, design, construction, operation management of the main distribution and on-the-job training;

- supply of short term consultancy for training in financial analysis of operation/maintenance cost recovery, establishment of tariff structures and institutional development;

- supply of short term consultancy for assistance and training in public information and users' education techniques;

- supply of short and long term training courses;

- supply of equipment and transportation for leakage detection and survey;

- supply of computer equipment with related software for network design and financial management;

- supply of office and communication equipment and transportation facilities for the operation of the users' education and information unit;

- supply a model UASB sewerage treatment plant for scientific research purposes,

- supply of locally made asbestos cement pipes, and, if proved feasible under local conditions, supply a UASB demonstration sewerage treatment plant.

2. The value of the above-mentioned Netherlands contribution is estimated at Dfl. 6,500,000.-.

Article III

The Egyptian Contribution

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

- supply of offices for the consulting firm at AW Headquarters;
- assignment of personnel to the implementation of the project activities, both from AW as well as from NOPWASD;
- local contractor costs for pipeline laying;
- procurement and laying of pipes;

2. The value of the Egyptian contribution is estimated at Egyptian Pounds 2,200.000.-; of this amount, Egyptian Pounds 200,000.- will be made available during the first two years of the execution of this Project.

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 Egyptian Party shall appoint the El Azab Water Organisation in Fayoum (AW) as the Egyptian Executive Authority, in charge of the implementation of the drinkingwater component of the Project. The Egyptian Party shall also appoint an authority in Fayoum, to be nominated by the Governor, as the Egyptian Executive Authority in charge of the implementation of the sewerage/sanitation component of the Project.

3. The above mentioned Netherlands Executive Authority shall be represented in Egypt, as far as the day to day operations of the Project are concerned, by the Teamleader appointed by the Netherlands Party.

4. Both Parties will appoint members of an Advisory Committee under the chairmanship of the Secretary General of the Governorate of Fayoum, the responsibilities of which will be to approve Project execution plans and follow-up 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 immediately in writing of the names of persons or institutions delegated and of the extent of such delegation.

Article VI

The Teamleader

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 Egyptian Executive Authority and respect the operational instructions given by the said Authority to the Egyptian personnel. The Egyptian Executive Authority shall provide the Teamleader with information that may be considered necessary by both Parties for the execution of the Project. The Teamleader, who will also be a member of the Advisory Committee, will work in close consultation with the said Committee and respect its instructions.

Article VII

The Schedule of Operations

1. The Executive Authorities shall establish in common agreement a Schedule of Operations, to be approved by the Advisory Committee, indicating in detail:

- the contribution of either Party;
- the number and duties of the staff appointed by each Party;
- their job descriptions;
- the duration of their assignment;
- a time-table;
- a description of the equipment and materials to be made available.

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 by the Executive Authorities, after approval of the Advisory Committee.

Article VIII

Reporting

The Netherlands Teamleader shall submit quarterly reports in the English language on the progress made in the execution of the Project to both Executive Authorities, and the Advisory Committee.

At the termination of the Project, the Teamleader 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 IX

Status of Netherlands staff

The Netherlands staff assigned to the Project by the Netherlands Party shall enjoy the privileges and immunities, as described in the Articles II and III of the Agreement.

Article X

Status of Netherlands Equipment and Materials

1. In conformity with the provisions of Article V of the Agreement, the Government of the Arab Republic of Egypt will exempt from all import duties and other charges the equipment (inclusive passenger cars, spare parts, etc.) and other supplies provided by the Netherlands Government in connection with the Project.

2. The ownership of all equipment and materials (inclusive motor vehicles), supplied by the Netherlands Party, will be transferred to the Egyptian Party at the time the cooperation between the two Parties in the Project will be terminated.

Article XI

Evaluation

The Executive Authorities shall start an evaluation of the Project at the end of 1992.

Article XII

Settlement of Disputes

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

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

Article XIII

Entry into Force and Duration

This Administrative Arrangement shall enter into force retroactively on the first of August, 1990, this being the date upon which the Netherlands Party has started to implement the Project, on the day 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 the Schedule of Operations, whichever date is the later.

DONE in Cairo on the 15th day of May, 1991 in two originals in the English language.

For the Netherlands Minister for Development Cooperation

(sd.) N. VAN DAM

Dr. Nikolaos van Dam

For the Governorate of Fayoum

(sd.) A. R. SHEHATA

Dr. Abdel Rehim Shehata

Het akkoord is ingevolge artikel XIII op 15 mei 1991 in werking getreden, met terugwerkende kracht tot 1 augustus 1990.

Uitgegeven de vierentwintigste december 1991.

De Minister van Buitenlandse Zaken,

H. VAN DEN BROEK

INHOUD

A. TITEL	1
B. TEKST	1
C. VERTALING	1
D. PARLEMENT	1
G. INWERKINGTREDING	1
J. GEGEVENS	2
Administratief akkoord inzake de tweede fase van het Project betreffende de verbetering van het binnenscheepvaartvervoer; Kairo, 16 januari 1991	2
Administratief akkoord inzake de steun aan het Centraal Instituut voor onderzoek en ontwikkeling van de metallurgie; Kairo, 20 januari 1991	7
Administratief akkoord inzake het technisch onderhoud van twee melkfabrieken van „Misr Milk” te Kaïro en Alexandrië; Kairo, 5 maart 1991	11
Administratief akkoord inzake het Project betreffende de graansilo in de Fayoum; Kairo, 25 maart 1991	16
Administratief akkoord inzake een project betreffende drinkwater en sanitatie in de Fayoum; Kairo, 15 mei 1991	21
