

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1994 Nr. 244

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.* 1993, 177.

De in rubriek J hieronder afgedrukte administratieve akkoorden behoeften 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.* 1993, 177 afgedrukte administratieve akkoorden d.d. 13 november 1991, 17 december 1991, 16 januari 1992, 6 februari 1992, 21 juni 1992, 13 april 1993 en 14 juli 1993 zijn bij brieven van 28 januari 1994 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 en 162, *Trb.* 1990, 107, *Trb.* 1991, 22 en 189 en *Trb.* 1993, 177.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 8 december 1993 te Kairo tussen de bevoegde Nederlandse en Egyptische autoriteiten een administratief akkoord tot stand gekomen inzake het Fayoum waterbeheerproject. 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 Egyptian Minister of Public Works & Water Resources, Dr. Eng. Mohamed Abdel Hady Rady, 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 Water Resources Management";

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 Water Management Project", hereinafter referred to as "the Project".

2. The aim of the Project is to increase agricultural production of farmers in Fayoum by making better use of its agricultural potential.

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

– to strengthen the Fayoum Irrigation Directorate's (FID) central capacity to steer irrigation management through the creation/support of specialized technical sections;

– to improve the capacity of selected irrigation districts to perform their principal tasks in irrigation management and to deal more effectively with the farmers in their area;

– to improve FID's capacity, both at the central directorate and the district level to tune its services to the specific situation/problems in the area and to the needs of the beneficiaries, the farmers;

– to increase FID's capacity to coordinate with other agencies involved in irrigation/drainage and agriculture and to play a leading role in ensuring sustainable water resources management in the Fayoum;

– to study and advise on the requirements and options for cost recovery in order to sustain the strengthened FID organisation.

3. The afore-said cooperation between the two Parties is planned to last 5 years.

Article II

The Netherlands Contribution

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

- the provision of technical assistance (initially for 3 years);
- the provision of investments;
- the provision of training/fellowships;
- the financing of operational costs;
- the financing of an evaluation.

2. The value of the Netherlands contribution is estimated at Dfl. 18,800,000.–.

Article III

The Egyptian Contribution

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

- the provision of investments;
- the provision of local staff;
- the financing of operational costs.

2. The value of the Egyptian contribution is estimated at Egyptian Pounds LE 5,000,000.–.

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 Fayoum Irrigation Department 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 six-monthly 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 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 on the project will be completed, unless both Parties decide to give another destination to the equipment and materials.

Article XI

Evaluation

The Executive Authorities shall start evaluations of the Project mid 1995 and mid 1998.

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 October 1, 1993, 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 8th day of December, 1993, in two originals in the English language.

For the Netherlands Minister for Development Cooperation

(sd.) N. VAN DAM

Dr. Nikolaos van Dam

The Minister of Public Works & Water Resources

(sd.) MOHAMED ABDEL HADY RADY

Dr. Eng. Mohamed Abdel Hady Rady

Het akkoord is ingevolge artikel XIII op 8 december 1993 in werking getreden, met terugwerkende kracht vanaf 1 oktober 1993.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 18 januari 1994 te Kairo tussen de bevoegde Nederlandse en Egyptische autoriteiten een administratief akkoord tot stand gekomen inzake de exploitatie en het onderhoud van Siouf en Nozha waterproductie-eenheden ten behoeve van de Alexandria Water General Authority (AWGA). 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 Egyptian Minister of Housing and Utilities, H.E. Eng. Mohammed Salah El Din Hassaballah, 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 "Water Supply";

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, known as "AWGA/ Operation & Maintenance Siouf and Nozha Plants", hereinafter referred to as "the Project".

2. The aim of the Project is to secure the supply of safe drinking water.

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

– to institutionalize within the Alexandria Water General Authority (AWGA) an effective system for operation and maintenance of treatment facilities through the continuation of recent project activities in the Siouf plant and by extending it to the Nozha plant;

– to improve the technical capability of AWGA staff through the delivery of essential training programs.

3. The afore-mentioned cooperation between the two Parties is planned to last 2 years and 4 months.

Article II

The Netherlands Contribution

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

- the provision of technical assistance;
- the provision of equipment;
- the provision of training;
- the partly financing of operational costs;
- the financing of an evaluation.

2. The value of the Netherlands contribution is estimated at Dfl. 3,750,000.-.

Article III

The Egyptian Contribution

1. The Egyptian Party shall contribute to the Project in kind (amongst others: materials, manpower and budgets required for the execution of (overdue) corrective, regular and preventive maintenance of the objects at the Siouf and Nozha plants).

2. The value of the Egyptian contribution is estimated at Egyptian Pounds LE 3,000,000.-.

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 Alexandria Water General Authority (AWGA) 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 information that may be considered necessary by both parties for the execution of the Project.

Article VII

The Plan of Operations

1. The Executive Authorities shall establish in common agreement a Plan 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 Plan of Operations shall form an integral part of this Administrative Arrangement.
3. The Plan of Operations may be amended in common agreement by the Executive Authorities.

Article VIII

Reporting

The Netherlands Teamleader shall submit semi-annual reports in the English language on the progress made in the execution of the Project, including a financial summary of expenditures, 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 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 on the Project will be completed, unless both Parties decide to give another destination to the equipment and materials.

Article XI

Evaluation

The Executive Authorities shall start an evaluation of the Project mid 1995.

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 September 1, 1993, 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 Plans of Operations, whichever date is the later.

DONE in Cairo on the 18th of January, 1994 in two originals in the English language.

For the Netherlands Minister for Development Cooperation

(sd.) N. VAN DAM

Dr. Nikolaos van Dam

The Egyptian Minister of Housing and Utilities of the Arab Republic of Egypt,

(sd.) MOHAMMED SALAH EL DIN HASSABALLAH

Eng. Mohammed Salah El Din Hassaballah

Het akkoord is ingevolge artikel XIII op 18 januari 1994 in werking getreden, met terugwerkende kracht vanaf 1 september 1993.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 27 februari 1994 te Kairo tussen de bevoegde Nederlandse en Egyptische autoriteiten een administratief akkoord tot stand gekomen inzake milieu-verantwoord beheer van grondwatervoorraden. 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 Egyptian Minister of Public Works & Water Resources, Dr. Eng. Mohamed Abdel Hady Rady, 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 Water Resources Management";

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 first phase of) a project, to be known as "Environmental Management of Groundwater Resources", hereinafter referred to as "the Project".

2. The aim of the Project is to integrate the qualitative and environmental aspects in the management and development of groundwater resources, leading towards sustainable groundwater development.

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

- technical assistance to environmental management of RIGW;
- to establish a reference network for groundwater quality monitoring;
- to strengthen the Environmental Unit through on-the-job training and formal management training sessions;
- to strengthen the internal organisation of the Research Institute for Groundwater;
- to execute a pilot project for artificial recharge in a desert area.

3. The afore-said cooperation between the two Parties is planned to last 4 years.

Article II

The Netherlands Contribution

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

- the provision of technical assistance;
- the provision of equipment;
- the financing of operational costs;
- the financing of manpower development;
- provision of external monitoring and evaluation.

2. The value of the Netherlands contribution is estimated at Dfl. 4,700,000.-.

Article III

The Egyptian Contribution

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

- the provision of equipment;
- the financing of travel allowances for local personnel;
- the financing of subcontracts;
- the financing of operational costs;
- the financing of manpower development.

2. The value of the Egyptian contribution is estimated at LE 3,200,000.-.

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 Research Institute for Groundwater (RIGW) and the Water Research Center (WRC) of the Ministry of Public Works & Water Resources 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 six-monthly 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 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 on the project will be completed, unless both Parties decide to give another destination to the equipment and materials.

Article XI

Evaluation

The Executive Authorities shall start evaluations of the Project mid 1995 and 1997.

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 October 1, 1993, 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 27th day of February, 1994, in two originals in the English language.

For the Netherlands Minister for Development Cooperation

(sd.) N. VAN DAM

Dr. Nikolaos van Dam

The Minister of Public Works & Water Resources

(sd.) MOHAMED ABDEL HADY RADY

Dr. Eng. Mohamed Abdel Hady Rady

Het akkoord is ingevolge artikel XIII op 27 februari 1994 in werking getreden, met terugwerkende kracht vanaf 1 oktober 1993.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 27 februari 1994 te Kairo tussen de bevoegde Nederlandse en Egyptische autoriteiten een administratief akkoord tot stand gekomen inzake de versterking van de afdeling Planning van het Ministerie van Openbare Werken en Waterbronnen. 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 Egyptian Minister of Public Works & Water Resources, Dr. Eng. Mohamed Abdel Hady Rady, 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 "Government Planning";

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 first phase of) a project, to be known as "Strengthening Planning Sector MPWWR", hereinafter referred to as "the Project".

2. The aim of the Project is to enable the Planning Sector of MPWWR to develop for the Ministry relevant multi-disciplinarily oriented information on promising strategies for the management and development of the country's water resources, to facilitate the decision-making process for the determination of a long term integrated water policy.

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

– enhance the scientific and technical ability of the Planning Sector of MPWWR to improve its capabilities in Integrated Planning for sustained and environmentally sound use and development of water resources;

– transfer, further develop and assist with the integration and application of analytical and mathematical tools for integrated water resources management;

– transfer, further develop and assist with the integration and application of analytical and mathematical tools for water quality studies.

3. The afore-said 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:

- the provision of technical assistance;
- the provision of investments/equipment;
- the financing of operational and maintenance costs;
- the financing of manpower development;
- the provision of training and evaluation.

2. The value of the Netherlands contribution is estimated at Dfl. 4,116,250.–

Article III

The Egyptian Contribution

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

- the provision of office accomodation;
- the financing of the salaries of Egyptian personnel.

2. The value of the Egyptian contribution is estimated at LE 950,000.– (cash and in kind).

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 Ministry of Public Works & Water Resources 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 six-monthly 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 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 on the project will be completed, unless both Parties decide to give another destination to the equipment and materials.

Article XI

Evaluation

The Executive Authorities shall start an evaluation of the Project at the end of 1995.

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 effect from March 1, 1994 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 27th day of February, 1994, in two originals in the English language.

For the Netherlands Minister for Development Cooperation

(sd.) N. VAN DAM

Dr. Nikolaos van Dam

The Minister of Public Works & Water Resources

(sd.) MOHAMED ABDEL HADY RADY

Dr. Eng. Mohamed Abdel Hady Rady

Het akkoord is ingevolge artikel XIII op 27 februari 1994 in werking getreden, met effect vanaf 1 maart 1994.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 10 maart 1994 te Kairo tussen de bevoegde Nederlandse en Egyptische autoriteiten een administratief akkoord tot stand gekomen inzake de tuberculosebestrijding in Egypte, fase II. De tekst van het akkoord luidt als volgt:

Tuberculosis Control Project 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 Egyptian Minister of Health, H.E. Dr. Ali Abdul Fattah Al Makhzangui being the competent Egyptian Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Egyptian Party";

Voor fase I zie *Trb.* 1990, 107 blz. 2.

Having decided to cooperate in the field of "Tuberculosis Control";

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 "Tuberculosis Control Project-II (EG004002)", hereinafter referred to as "the Project".

2. The aim of the Project is to support the Egyptian Ministry of Health in the implementation of the National Tuberculosis Control Programme.

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

- to reduce the incidence of tuberculosis in Egypt in such a way that the disease no longer presents a public health problem;
- to reduce the physical and psycho-social suffering of the population from tuberculosis.

3. The afore-mentioned cooperation between the two Parties is planned to last 5 years.

Article II

The Netherlands Contribution

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

- the provision of technical assistance (local and expatriate);
- investment in basic equipment (laboratory, radiology, office, logistics, audiovisual tools);
- investment in renovation of selected facilities including the Unit for Trainig, Research and Surveillance;
- training of staff;
- conducting of operational research;
- holding a tuberculin survey;
- organizing surveillance for primary resistance;
- an external mid term review, an external final project evaluation and an external project audit.

On a temporary basis the Netherlands may also provide a contribution to some operation costs, being:

- provision of drugs for short course regimen;
- reservation of limited funds to cope with shortages of drugs;
- provision of limited amount of laboratory consumables;
- provision of stationary for the monitoring system;
- operational costs for supervision at central level (allowances, logistics) and for logistics at Governorate level;
- operational costs for the Unit for Training, Research and Surveillance.

2. The value of the Netherlands contribution is estimated at Dfl. 7,429,734.-.

Article III

The Egyptian Contribution

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

- the provision of salaries of all staff working in the field of tuberculosis;
- the provision of hospital and clinic buildings (including radiology and laboratory services);
- training of new staff;
- running of operational research;
- office space for the project (including provision of training/meeting/seminar rooms);
- financing of the costs of BCG vaccination;
- financing approximately 80% of the costs of all drugs;
- financing of the admission costs for the patients;
- financing of the incentives for NTP-staff to execute supervision.

2. The value of the Egyptian contribution is estimated at Egyptian Pounds LE 10,300,000.- annually.

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 Ministry of Health 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 (Senior Technical Coordinator) 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 on 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 by both parties 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 and the Egyptian Project Executive Director shall submit six-monthly 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 and the Egyptian Project Executive Director 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 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 on the Project will be completed, unless both Parties decide to give another destination to the equipment and materials.

Article XI

Evaluation

The Executive Authorities shall start an evaluation of the Project in the first half of the year 1996 and in the first half of the year 1998.

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 1 January, 1994, 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 10th day of March 1994, in two originals in the English language.

For the Netherlands Minister for Development Cooperation

(sd.) N. VAN DAM

H.E. Dr. Nikolaos van Dam

The Minister of Health of the Arab Republic of Egypt

(sd.) ALI ABDUL FATTAH AL MAKHZANGUI

H.E. Dr. Ali Abdul Fattah Al Makhzangui

Het akkoord is ingevolge artikel XIII op 10 maart 1994 in werking getreden, met terugwerkende kracht vanaf 1 januari 1994.

Uitgegeven de *achttiende* november 1994.

De Minister van Buitenlandse Zaken,

H. A. F. M. O. VAN MIERLO

INHOUD

A.	TITEL	1
B.	TEKST	1
C.	VERTALING	1
D.	PARLEMENT	1
G.	INWERKINGTREDING	1
J.	GEGEVENS	2
	Administratief akkoord inzake het Fayoum water- beheerproject; Kairo, 8 december 1983.	2
	Administratief akkoord inzake de exploitatie en het onderhoud van Siouf en Nozha waterproductie-een- heden ten behoeve van de Alexandria Water General Authority (AWGA); Kairo, 18 januari 1994	6
	Administratief akkoord inzake milieu-verantwoord beheer van grondwatervoorraden; Kairo, 27 februari 1994	11
	Administratief akkoord inzake de versterking van de afdeling Planning van het Ministerie van Openbare Werken en Water Bronnen; Kairo, 27 februari 1994	16
	Administratief akkoord inzake de tuberculosebestrij- ding in Egypte, fase II; Kairo, 10 maart 1994	20
