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# TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

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JAARGANG 1995 Nr. 277

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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.* 1995, 119.

Het in rubriek J van *Trb.* 1995, 119 afgedrukte administratief akkoord d.d. 2 januari 1995 is bij brieven van 10 juli 1995 ter kennis van de Staten-Generaal gebracht.

De in rubriek J hieronder afgedrukte administratieve akkoorden behoeven ingevolge artikel 7, onderdeel b, van de Rijkswet goedkeuring en bekendmaking verdragen niet de goedkeuring 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, *Trb.* 1993, 177, *Trb.* 1994, 244 en *Trb.* 1995, 119.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 20 maart 1995 te Fayoum tussen de bevoegde Nederlandse en Egyptische autoriteiten een administratief akkoord tot stand gekomen inzake een drinkwater- en sanitairvoorzieningsproject in het Fayoum-district. 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, Dr. Farouk El Tallawi, 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 (the second phase of) a project, to be known as "Fayoum Drinking Water Supply and Sanitation", hereinafter referred to as "the Project".

2. The aim of the Project is to contribute to improved rural health through the improvement of water supply and sanitation conditions in the rural areas of Fayoum.

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

- increased autonomy and improved performance of El Azab and proper establishment of the Fayoum Sanitation Department as a department of the Governorate;
- implementation of selected priority projects from the masterplan, which are supportive to the technical assistance programme;
- preparation of priority investment packages and attraction of external funding;

– sanitary improvements at village level, comprising public taps management, on-site sanitation (including dislodging) and solid waste disposal.

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

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

## Article II

### *The Netherlands Contribution*

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

- the provision of technical assistance and training to El Azab Water Works related to:
  - \* rehabilitation and maintenance of production and distribution facilities and upgrading of public taps;
  - \* extension of the revenue improvement programme;
  - \* improvement of the performance of maintenance centres;
  - \* formulation and implementation of policies for financial management, personnel management, logistics management and general management.
- provision of technical assistance and training to the Fayoum Sanitation Department related to:
  - \* preparation and implementation of three village sewerage systems;
  - \* strengthening the technical capabilities in outline design, tendering and supervision;
  - \* O & M of the systems and cost recovery;
  - \* on-site sanitation, including desludging, design and promotion of pit latrines and educations.
- provision of good, works and services.

2. The estimated value of the proposed Netherlands technical assistance under this project amounts to NLG. 4,704,960.–. The total Netherlands contribution to this project is estimated at NLG. 9,739,200.–, out of which NLG. 4,704,960.– is earmarked for technical assistance (of which an amount up to Dfl. 1,704,960.– will be used for investments, goods, works and services) and NLG. 5,034,240.– for financial assistance.

## Article III

### *The Egyptian Contribution*

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

- provision of office space for the consulting firm at El Azab Water Works Headquarters;
- assignment of personnel for the implementation of the project activities from El Azab, from the Fayoum Sanitation Department and from the staff of the Governorate of Fayoum;
- financial support for construction, equipment, land purchase, research and consultancy and transport related to selected implementation activities in water treatment facilities, pipe-laying, sewerage networks and on-site sanitation.

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

#### 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 El Azab Water Works as the Egyptian Executive Authority in charge of implementation of the drinkingwater component of the Project, and the Fayoum Sanitation Department as the Egyptian Executive Authority in charge of the implementation of the 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 respect and advise directly to H. E. the Governor of Fayoum on 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 any information that may be considered necessary 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, 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 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 a mid term evaluation of the Project during mid 1995 and a final evaluation at the end of the Project.

## 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 August 1, 1994, this being the date upon which implementation of Phase II of the Project started, 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 Fayoum, Egypt, on the 20th day of March, 1995, in two originals in the English language.

*For the Netherlands Minister for Development Cooperation*

(sd.) N. VAN DAM

Dr. Nikolaos van Dam

*The Governor of Fayoum*

(sd.) FAROUK EL TALLAWI

Dr. Farouk El Tallawi

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Het akkoord is ingevolge zijn artikel XIII op 20 maart 1995 in werking getreden, met terugwerkende kracht vanaf 1 augustus 1994.

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Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 10 augustus 1995 te Kairo tussen de bevoegde Nederlandse en Egyptische autoriteiten een administratief akkoord tot stand gekomen betreffende hydraulisch onderzoek met betrekking tot de Nijl, derde fase. 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, herinafter 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 for Public Works & Water Resources, H.E. Dr. 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 "Hydraulic Studies on the Nile River and its Structures;"

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 Third Phase of a project to be known as “Hydraulic Studies on the Nile River and its Structures”, hereinafter referred to as “the Project”.

2. The aim of the Project is to enhance the scientific and technical abilities of the Hydraulics and Sediment Research Institute (HSRI). The aim of the project will be achieved through the following specific activities:

- transfer of know-how through on-the-job training;
- individual training of HSRI-staff;
- procurement of equipment;
- supporting activities.

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:

- the provision of one (non-resident) Teamleader;
- the provision of short-term experts;
- the provision of training facilities;
- the provision of equipment.

2. The value of the Netherlands contribution is estimated at Dfl. 1,850,000.–

## Article III

*The Egyptian Contribution*

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

- the provision of supporting staff (i.e. salaries of local staff and all relevant expenses/allowances such as: providing cars for transportation, providing field allowances and office facilities including energy costs);
- the provision of equipment (i.e. financing of all costs of equipment necessary to facilitate the work required);
- the payment of all unforeseen expenses.

2. The value of the Egyptian contribution is estimated at LE 1,000,000.–

## 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 Hydraulics and Sediment Research Institute of the Water Research Centre 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 non-resident Teamleader appointed by the Netherlands Party, or, in his absence, by the Royal Netherlands Embassy.

## 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 of 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 semi-annually 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 carry out an evaluation of the Project mid 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, 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 August, 1995, 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 of the Arab Republic of Egypt*

(sd.) MOHAMED ADBEL HADY RADY

Dr. Mohamed Abdel Hady Rady

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Het akkoord is ingevolge zijn artikel XIII op 10 augustus 1995 in werking getreden, met terugwerkende kracht vanaf 1 oktober 1994.

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Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 10 augustus 1995 te Kairo tussen de bevoegde Nederlandse en Egyptische autoriteiten een administratief akkoord tot stand gekomen inzake een onderzoeksprogramma naar drainage-methoden. 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. 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 "Drainage Research";

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 "Drainage Research Programme", hereinafter referred to as "the Project".

2. The aim of the project is to strengthen the land drainage research capability of Egypt, as institutionalized by the Drainage Research Institute (DRI).

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

- to provide research support to the National Drainage Programme and to its implementing agency, the Egyptian Public Authority for Drainage Projects (EPADP), through the execution of research of technically feasible and cost-effective drainage methods;
- increased market orientation and self sustainability of DRI, requiring a development of DRI in the direction of a sustainable research institute.

3. The afore-said cooperation between the two Parties is planned to last 3 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);
  - investments in field, laboratory and office equipment, vehicles and spare parts;
  - financing of operational cost and maintenance;
  - the provision of training (local and overseas);
  - financing contingencies;
  - the financing of an evaluation and an audit.
2. The value of the Netherlands contribution is estimated at Dfl. 4,500,000.–.

## Article III

*The Egyptian Contribution*

1. The Egyptian Party shall make the following contribution to the Project:
  - provision of local personnel and financing of field & travel allowances/expenses;
  - financing of operational costs and contingencies;
  - provision of office space and facilities;
  - provision of training and courses in Egypt.
2. The value of the Egyptian contribution is estimated at Egyptian Pounds LE 1,300,000.–.

## 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 Drainage Research Institute (DRI), in close collaboration with the Egyptian Public Authority for Drainage Projects (EPADP), 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

*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 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 1996.

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 December 1, 1994, on the day of signature by both Par-

ties 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 August, 1995, 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. Mohamed Abdel Hady Rady

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Het akkoord is ingevolge zijn artikel XIII op 10 augustus 1995 in werking getreden, met terugwerkende kracht vanaf 1 december 1994.

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Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 10 augustus 1995 te Kairo tussen de bevoegde Nederlandse en Egyptische autoriteiten een administratief akkoord tot stand gekomen inzake het ontwerpen van een nationaal, geïntegreerd meetnetwerk voor de kwaliteitsbewaking van oppervlakte- en grondwater, uitgaande van bestaande of voorziene meetnetwerken. 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 “Water Quality Monitoring”;

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 “Design of an Integrated National Water Quality Monitoring Network”, hereinafter referred to as “the Project”.

2. The aim of the Project is to design a national water quality monitoring network for Egypt regarding institutional aspects, technical aspects, financial aspects, laboratory facilities and quality control, data storage and retrieval facilities and reporting.

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

- a design of a national integrated structure for monitoring, analysis, registration and publication of surface- and groundwater quality, encompassing existing and planned monitoring networks and data processing facilities;
- an assessment of the institutional, personnel, technical and financial requirements of an integrated monitoring and processing structure;
- the acceptance of the design and its requirements by all parties concerned.

#### 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 durations 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.
3. The afore-said cooperation between the two Parties is planned to last one year.

## 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 field equipment;
  - the financing of operational and maintenance costs, concerning office supplies, communication and computer hardware and software;
  - the provision of training through local workshops and seminars.
2. The maximum value of the Netherlands contribution shall be NLG 995,000.–, including an amount of NLG 50,000.– for evaluation.

## Article III

*The Egyptian Contribution*

1. The Egyptian Party shall make the following contribution to the Project:
  - the provision of office accommodation;
  - the financing of the salaries of Egyptian personnel;
  - recurrent project costs.
2. The value of the Egyptian contribution is estimated at LE 200,000.– (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 National Water Research Centre 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 VIII

*Reporting*

The Netherlands Teamleader shall submit three-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 ex-poste evaluation of the Project at the beginning of 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 on August 1, 1995 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 August, 1995, 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

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Het akkoord is ingevolge zijn artikel XIII op 10 augustus 1995 in werking getreden, met terugwerkende kracht vanaf 1 augustus 1995.

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Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 10 augustus 1995 te Kairo tussen de bevoegde Nederlandse en Egyptische autoriteiten een administratief akkoord tot stand gekomen inzake het ontwerpen van een geïntegreerd meetnetwerk voor de vaststelling van de kwaliteit van drainagewater. 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 "Drainage Water Quality Monitoring";

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 “Monitoring and Analysis of Drainage Water Quality”, hereinafter referred to as “the Project”.

2. The aim of the Project is to establish an integrated monitoring network for drainage water pollution control that will enable the Planning Sector of the Ministry of Public Works and Water Resources (MPWWR) and decision-makers in the Irrigation Sector, Irrigation Directorates and in other agencies to ensure the availability of water of sufficient quality, in order to:

- determine the possibilities of reusing such water to meet the increasing demands, and
- to contribute to environmental protection.

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

- improved monitoring network in the Nile Delta up to a level, where also pollution parameters originating from agricultural, industrial and domestic sources can be detected and registered;
- extended monitoring network to the Fayoum Governorate, including Wadi Rayan and the Batts Drain;
- establishment of a drainage water quality database, including physical, chemical and biological parameters for the Nile Delta and the Fayoum;
- drainage water quality monitoring network on toxic residues originating from pollution by agro-chemicals, heavy metals and micro-organisms;
- cost-effectively refurbished field- and laboratory equipment in relation to the newly to be established central laboratory facilities within the NWRC and other existing external facilities;
- integrated water quality simulation models for data interpretation of relevant pollution parameters and forecasting of pollutant concentration and dispersion, towards efficient environmental water management;

DRI reinforced with adequate staff experienced in water sampling, sample processing, laboratory analyses, automated data registration and computer simulation.

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 maximum value of the Netherlands contribution is Dfl. 4,616,000.-, including an amount of Dfl. 100,000.- for evaluation and auditing of the Project.

### Article III

#### *The Egyptian Contribution*

1. The Egyptian Party shall make the following contribution to the Project:
- the provision of office accommodation;
  - the financing of the salaries of Egyptian personnel.
2. The value of the Egyptian contribution is estimated at LE 570,000.- (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 Drainage Research Institute 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 a Resident Engineer 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 Resident Engineer*

The Netherlands Resident Engineer shall be responsible to the Netherlands Executive Authority for the correct implementation of the Netherlands contribution. The Resident Engineer 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 Resident Engineer 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 Resident Engineer 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 Resident Engineer 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, 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 beginning of 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 on September 1, 1995 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 August, 1995, 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

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Het akkoord is ingevolge zijn artikel XIII op 1 september 1995 in werking getreden.

Uitgegeven de *negenentwintigste* november 1995.

*De Minister van Buitenlandse Zaken,*

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

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