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# TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

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JAARGANG 1997 Nr. 311

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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.* 1996, 179.

Het in rubriek J van *Trb.* 1996, 179 afgedrukte administratief akkoord d.d. 8 februari 1996 is bij brieven van 11 maart 1997 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 en *Trb.* 1990, 107, *Trb.* 1991, 22 en 189, *Trb.* 1993, 177, *Trb.* 1994, 244 en *Trb.* 1995, 119 en 277 en *Trb.* 1996, 179.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 5 maart 1997 te Kairo tussen de bevoegde Nederlandse en Egyptische autoriteiten een administratief akkoord tot stand gekomen inzake een drinkwater- en sanitairvoorzieningsproject in het Fayoumdistrict, derde fase<sup>1)</sup>. 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, Mr. Ronald A. Loudon

and

The Governor of Fayoum, General Mohammed Hassan Tantawy, 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 – Phase III”, hereinafter referred to as “the Project”.

2. The overall goal of the project is to contribute to better living conditions and improved health of the majority of the rural population in the Fayoum governorate, through contributing to improve water supply and sanitary conditions, primarily in rural Fayoum, through the execution of a programme that provides financial and technical assistance to the recently established Fayoum Economic General Authority for Water Supply and Sanitation (FEGAWS) and some field based organizations and/or NGO's in the field of hygiene promotion.

3. The afore-mentioned cooperation between the two Parties is planned to last 3 years, starting on January 1, 1997.

<sup>1)</sup> Voor de tweede fase zie *Trb* 1995, 277, blz. 2 e.v.

## Article II

*The Netherlands Contribution*

1. The Netherlands Party shall make the following contribution to the Project:
  - the provision of technical assistance (for three years);
  - the provision of investment costs;
  - the provision of training and fellowships;
  - the financing of part of the operational costs.
2. The total Netherlands contribution to this project is estimated at NLG. 12,102,360,-, out of which NLG. 6,852,360,- is earmarked for technical assistance (of which an amount up to NLG. 1,082,000,- will be used for investments) and NLG. 5,250,000,- for financial assistance.

## Article III

*The Egyptian Contribution*

1. The Egyptian Party shall make the following contribution to the Project:
  - the provision of local staff;
  - the provision of project staff incentives and allowances;
  - the financing of part of the operational costs;
  - the provision of costs of investment/construction and rehabilitation of structures.
2. The value of the Egyptian contribution for investments/construction and rehabilitation is estimated at Egyptian Pounds LE 43,700,000.-. Other contributions are 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. On the Egyptian side, the Executive Authority shall be the Fayoum Economic General Authority for Water Supply and Sanitation (FEGAWS).
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 report 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 Team-leader*

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 to 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. The Teamleader, who will also be a member of the Advisory Committee, will work in close consultations with the said Committee and respect its instructions.

#### Article VII

##### *The Schedule of Operations*

1. The Executive Authorities have established in common agreement a project document titled: "Fayoum Drinking Water and Sanitation Project – Phase III, Project Document dated June 1996" which indicates:

- 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, will be provided on an annual basis.

2. The Project Document dated June, 1996 shall form an integral part of this Administrative Arrangement.

3. The Project Document dated June, 1996 may be amended in common agreement by both Parties.

## 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. Physical and financial reporting will reflect on activities implemented with the Netherlands and Egyptian contributions.

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 the 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 will start an evaluation of the Project during the third year 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 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 5<sup>th</sup> of March, 1997 in two originals in the English language.

*For the Netherlands Minister for Development Cooperation*

(sd.) R. A. LOUDON

Mr. Ronald A. Loudon

*For the Governor of Fayoum*

(sd.) MOHAMMED HASSAN TANTAWY

General Mohammed Hassan Tantawy

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Het akkoord is ingevolge zijn artikel XIII op 5 maart 1997 in werking getreden.

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Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 4 juni 1997 te Kairo tussen de bevoegde Nederlandse en Egyptische autoriteiten een administratief akkoord tot stand gekomen inzake het Fayoum waterbeheerproject, tweede fase<sup>1)</sup>. De tekst van het akkoord luidt als volgt:

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<sup>1)</sup> Voor de eerste fase zie *Trb* 1994, 244, blz. 2 e.v.

### Administrative Arrangement

The Egyptian Deputy Prime Minister, Minister of Agriculture and Land Reclamation and Acting Minister of Public Works and Water Resources, Dr. Youssuf Amin Wally, being the competent Egyptian Authority for the purpose of this Administrative Arrangement, hereinafter referred to as “the Egyptian Party”,

and

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, Mr. Ronald A. Loudon

Having decided to cooperate in the field of “Integrated Water 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 – phase II”, hereinafter referred to as “the Project”.

2. The overall goal of the Project is to enhance the living conditions of the majority of the rural population in the Fayoum governorate by supporting sustainable and environmentally sound development through the introduction and strengthening of integrated water management and institutional development at both the farmers’ and agencies’ level.

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

- To enhance farmers participation in operation and maintenance,
- To enhance integrated water management,
- To improve operation, maintenance and rehabilitation practices,
- To enhance organizational and human resources development.

3. The afore-mentioned cooperation between the two Parties is planned to last 3 years, starting on 1 October 1996.

## Article II

*The Netherlands Contribution*

1. The Netherlands Party shall make the following contribution to the Project:
  - the provision of technical assistance (for three years);
  - the provision of investment costs;
  - the provision of training and fellowships;
  - the financing of part of the operational costs.
2. The value of the Netherlands contribution is estimated at Dfl. 11,066,050.-.

## Article III

*The Egyptian Contribution*

1. The Egyptian Party shall make the following contribution to the Project:
  - the provision of local staff;
  - the financing of part of the operational costs;
  - the provision of costs of investment/construction and rehabilitation of structures.
2. The value of the Egyptian contribution is estimated at Egyptian Pounds LE 41,530,000.-. Other contributions are 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. On the Egyptian side, the Executive Authority shall be the Central Department of Public Works and Water Resources – Fayoum.
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, whereas the above-mentioned Egyptian Executive Authority shall be represented by the Head of the Central Department of Public Works and Water resources of Fayoum.
4. A Project Coordinating Unit (PCU) shall be formed and headed by the Head of the Central Department of Public Works and Water Resources in Fayoum, which will meet regularly. Members of the PCU will be representatives of the Fayoum Departments of Irrigation and Drain-



age as well as the Netherlands Teamleader. Representatives of other departments or organizations may be invited to attend meetings.

5. The PCU shall be responsible for the coordination of project activities and shall achieve full cooperation and coordination between all other concerned authorities and departments in Egypt.

#### 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 Team-leader*

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 have established in common agreement a project document titled: "Fayoum Water Management Project – Document for Project Extension October 1996 – September 1999 dated June 15, 1996" which indicates:

- 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, will be provided on an annual basis.

2. The Document for Project Extension dated June 15, 1996 shall form an integral part of this Administrative Arrangement.

3. The Document for Project Extension dated June 15, 1996 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. Physical and financial reporting will reflect on activities implemented with the Netherlands and Egyptian contributions.

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 the 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 will start an evaluation of the Project in 1999.

#### 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 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 4<sup>th</sup> of June, 1997, in two originals in the English language.

*For the Netherlands Minister for Development Cooperation.*

(sd.) R. A. LOUDON

Mr. Ronald A. Loudon

*The Deputy Prime Minister, Minister of Agriculture and Land Reclamation, Acting Minister of Public Works and Water Resources.*

(sd.) YOUSSEF AMIN WALLY

Dr. Youssuf Amin Wally

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Het akkoord is ingevolge zijn artikel XIII op 4 juni 1997 in werking getreden.

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Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 17 juni 1997 te Kairo tussen de bevoegde Nederlandse en Egyptische autoriteiten een administratief akkoord tot stand gekomen inzake een project ter verbetering van stedenbouwkundige ontwikkelingen in Egypte. 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, Mr. Ronald A. Loudon

and

the Minister of Housing, Utilities and New Communities, Dr. Eng. Mohamed Ibrahim 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 capacity building for urban management and development in Egypt and the Arab region.

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 “Training and Research in Housing and Urban Development”, hereinafter referred to as “the Project”.

2. The overall goal of the project is to contribute to improving capacity for urban management and development in Egypt and the Arab region.

3. The afore-mentioned cooperation between the two Parties is planned to last three years, starting (with retroactive effect) on October 1, 1996. Project preparation activities started on September 1, 1995.

#### Article II

##### *The Netherlands Contribution*

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

- the provision of technical assistance (for three years);
- the financing of investment costs;

- the provision of training and fellowships;
- the financing of part of the operational costs.

2. The total Netherlands contribution to this project is estimated at NLG. 4,863,109,-, in addition to which an allocation of NLG. 120,000,- has been made for a mid term and end evaluation of the Project.

### Article III

#### *The Egyptian Contribution*

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

- the provision of local staff;
- the financing of part of the operational and investment costs;

2. The value of the Egyptian contribution is estimated at Egyptian Pounds (LE) 3,755,000.- 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. On the Egyptian side, the Executive Authority shall be the Housing, Building and Planning Research Centre (previously known as the General Organization for Housing, Building and Planning Research), of the Ministry of Housing & Utilities and Urban Communities.

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. The above-mentioned Egyptian Executive Authority shall be represented, as far as the day-to-day operations of the Project are concerned, by the Teamleader appointed by the Egyptian 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 Team-leaders*

The Netherlands Teamleader shall be responsible to the Netherlands Executive Authority for the correct implementation of the Netherlands contribution. The Netherlands 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. Each of the Executive Authorities shall provide both the Egyptian Teamleader and the Netherlands 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 Parties will base their planning and operations on the document entitled: "Project document concerning an IOP (Internationaal Onderwijs Programma, or Programme for International Education) project consisting of co-operation between the General Government Organisation for Housing, Building and Planning Research in Cairo and the Institute for Housing and Urban Development Studies in Rotterdam" dated November 1994.

2. The Project Document dated November 1994 shall form an integral part of this Administrative Arrangement.

3. The Project Document dated November 1994 may be amended in common agreement by the Executive Authorities.

## Article VIII

*Reporting*

The Counterpart Teamleaders shall submit six-monthly reports in the English language on the progress made in the execution of the Project to both Executive Authorities. Physical and financial reporting will reflect on activities implemented with the Netherlands and Egyptian contributions.

At the termination of the Project, the Teamleaders shall submit a final report in the English and the Arabic languages on all aspects of the work done in connection with the Project to all parties involved.

## Article IX

*Status of the 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 have planned to carry out a joint evaluation of the Project at an appropriate time during the implementation 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 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 at Cairo on the 17<sup>th</sup> of June, 1997 in two originals in the English language.

*For the Netherlands Minister for Development Cooperation*

(sd.) R. A. LOUDON

Mr. Ronald A. Loudon

*The Egyptian Minister of Housing & Utilities and Urban Communities*

(sd.) MOHAMMED IBRAHIM SOLIMAN

Dr. Eng. Mohammed Ibrahim Soliman

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Het akkoord is ingevolge zijn artikel XIII op 17 juni 1997 in werking getreden.

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Uitgegeven de *negentiende* december 1997.

*De Minister van Buitenlandse Zaken,*

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



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