

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1999 Nr. 8

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.* 1998, 111.

De in rubriek J van *Trb.* 1997, 311 afgedrukte administratieve akkoorden d.d. 5 maart, 4 juni en 17 juni 1997 en het in rubriek J van *Trb.* 1998, 111 d.d. 5 maart 1998 afgedrukte administratief akkoord zijn bij brieven van 3 november 1998 ter kennis van de Eerste en Tweede Kamer der 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, *Trb.* 1995, 119 en 277, *Trb.* 1996, 179, *Trb.* 1997, 311 en *Trb.* 1998, 111.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 18 november 1998 te Kairo tussen de bevoegde Nederlandse en Egyptische autoriteiten een administratief akkoord tot stand gekomen inzake het Project betreffende de ontwikkeling van de tuinbouw in de Fayoum, fase IV¹⁾. 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 H. Loudon

and

the Deputy Prime Minister and Minister of Agriculture and Land Reclamation, Dr. Youssuf Amin Wally, 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 “Sustainable Agriculture”;

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 “the Fayoum Horticultural Development Project – Phase IV”, hereinafter referred to as “the Project”.

2. The overall goal of the Project is to continue towards sustainable methods of production and land use, as well as a long lasting improvement in the socio-economic position of members (male and female) of the Fayoumi (horticultural) farming household.

3. The afore-mentioned cooperation between the two Parties is expected to start on September 1, 1997. The duration of the Project will be 24 months.

¹⁾ Voor de derde fase zie *Trb.* 1993, 177 blz. 40.

Article II

The Netherlands Contribution

1. The Netherlands Party shall make the following contribution to the Project:
 - the recruitment of National and International Consultants;
 - the provision of office supplies/equipment and transportation;
 - the financing of part of operational and running costs;
 - the training and human resources development/workshops and study tours.
2. The total Netherlands contribution to the Project will not exceed NLG. 2,420,100.

Article III

The Egyptian Contribution

1. The Egyptian Party shall make the following contribution to the Project:
 - the financing of salaries and allowances of Government staff;
 - the provision of office accommodation and rent of agricultural land;
 - the financing of costs of horticultural research.
 - the financing of horticultural demonstration and extension;
2. The value of the Egyptian contribution to Project is estimated at Egyptian Pounds LE 429,760.–, most of which is a contribution in kind. This contribution includes the amount of LE 140,000.– to cover the costs of horticultural demonstration and extension.

Article IV

The Executive Authorities

1. The Netherlands Party shall appoint the Royal Netherlands Embassy as the Netherlands Executive Authority in charge of the Netherlands contribution to the Project.
2. On the Egyptian side, the Executive Authority shall be the Fayoum Agriculture Department of the Ministry of Agriculture and Land Reclamation.
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 by both parties for the execution of the Project.

Article VII

The Schedule of Operations

1. The document "Fayoum Horticultural Development Project – Phase IV"; Proposal Workplan 1997–1999 dated April/May 1997, shall serve as Schedule of Operations for the Project. It 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 Schedule of Operations for the Project mentioned in paragraph 1, which may be amended in common agreement by the Executive Authorities, shall form an integral part of this Administrative Arrangement.

Article VIII

Reporting

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

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 lan-

guage 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 may agree at a later date to start a final evaluation 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, retroactively, 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 18th of November, 1998, in two originals in the English language.

For the Netherlands for Development Cooperation,

(sd.) R. LOUDON
Mr. Ronald H. Loudon
Ambassador

The Egyptian Deputy Prime Minister and Minister of Agriculture and Land Reclamation,

(sd.) YOUSSEF AMIN WALLY
Dr. Youssuf Amin Wally

Het akkoord is ingevolge zijn artikel XIII op 18 november 1998 in werking getreden, met terugwerkende kracht vanaf 1 september 1997.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 18 november 1998 te Kairo tussen de bevoegde Nederlandse en Egyptische autoriteiten een administratief akkoord tot stand gekomen inzake een project om het gebruik van pesticiden in het gebied van Fayoum te verminderen, fase I en fase II. 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 H. Loudon

and

the Deputy Prime Minister and Minister of Agriculture and Land Reclamation, Dr. Youssuf Amin Wally, 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 “Sustainable Agriculture”;

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 “Strengthening the Integrated Pest Management Knowledge System in Fayoum”, hereinafter referred to as “the Project”. The Project will be implemented in a planning phase (hereinafter referred to as “Phase I”) and a second phase (hereinafter referred to as “Phase II”).

2. The overall goal of the Project is to reduce the use of pesticides in the Fayoum and enable a more sustainable agriculture, to improve the quality of Integrated Pest Management (IPM) technology development and implementation process and its outputs and at the same time to promote informed IPM decision-making by the farmers.

3. The afore-mentioned cooperation between the two Parties is expected to start on 15 October, 1998. The duration of Phase I will be 15 months, whereas the duration of Phase II will be six years, approximately.

Article II

The Netherlands Contribution

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

- the recruitment of National and International Consultants;
- the provision of office supplies/equipment and transportation;
- the financing of part of operational and running costs;
- the training and human resources development/workshops and study tours.

2. The total Netherlands contribution to the Project will not exceed NLG. 15,000,000.–.

The Netherlands contribution includes an amount of NLG. 100,000.– for mid-term and final evaluation of Phase II of the Project. The Netherlands contribution towards Phase I will not exceed the amount of NLG. 2,250,000.–.

Article III

The Egyptian Contribution

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

- the financing of salaries and allowances of Government staff;
- the provision of office accommodation;
- the financing of part of the operational costs.

2. The value of the Egyptian contribution to Phase I of the project is estimated at Egyptian Pounds LE 87,000.–, most of which is a contribution in kind. The Egyptian contribution to Phase II will be defined during Phase I and will be made available prior to the start of Phase II.

Article IV

The Executive Authorities

1. The Netherlands Party shall appoint the Royal Netherlands Embassy as the Netherlands Executive Authority in charge of the Netherlands contribution to the Project.

2. On the Egyptian side, the Executive Authority shall be the Fayoum Agriculture Department of the Ministry of Agriculture and Land Reclamation.

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 by both parties for the execution of the Project.

Article VII

The Schedule of Operations

1. The document “Strengthening the Integrated Pest Management (IPM) Knowledge System in the Governorate of Fayoum”, dated May 1996, shall serve as Schedule of Operations for Phase I. It 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 jointly approved document resulting from Phase I, serving as the formulation of Phase II, shall also serve as a Schedule of Operations to that Phase.

3. The documents mentioned in paragraph 1 and 2, which may be amended in common agreement by the Executive Authorities, shall form an integral part of this Administrative Arrangement.

Article VIII

Reporting

The Netherlands Teamleader shall submit quarterly reports in the English language on the progress made in the execution of the Project to both Executive Authorities. 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 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 a mid-term and final evaluation during Phase II.

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 18th of November, 1998, in two originals in the English language.

For the Netherlands Minister for Development Cooperation,

(sd.) R. LOUDON
Mr. Ronald H. Loudon
Ambassador

The Egyptian Deputy Prime Minister and Minister of Agriculture and Land Reclamation,

(sd.) YOUSSEF AMIN WALLY
Dr. Youssuf Amin Wally

Het akkoord is ingevolge zijn artikel XIII op 18 november 1998 in werking getreden.

Uitgegeven de *veertiende* januari 1999.

De Minister van Buitenlandse Zaken,

J. J. VAN AARTSEN

INHOUD

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