

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 2002 Nr. 124

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.* 1999, 150.

De in rubriek J van *Trb.* 1999, 8 en 150 afgedrukte akkoorden van resp. 18 november 1998 en 28 februari en 19 mei 1999 zijn bij brieven van 8 oktober 1999 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, *Trb.* 1995, 119 en 277, *Trb.* 1996, 179, *Trb.* 1997, 311, *Trb.* 1998, 111 en *Trb.* 1999, 8 en 150.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 20 september 1999 te Kairo tussen de bevoegde Nederlandse en Egyptische autoriteiten een administratief akkoord tot stand gekomen inzake een project betreffende de drinkwatervoorziening in Alexandrië, genaamd "Alexandria Water General Authority (AWGA) / Operations and Maintenance 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 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 "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 to be known as "Alexandria Water General Authority (AWGA)/Operations and Maintenance II", hereinafter referred to as "the Project".

2. The overall goal 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 improve the operation of water treatment plants;
- To improve laboratory capacities and capabilities to support improvement of water treatment operations and monitor environmental developments;

- To consolidate and possibly further develop the current maintenance systems;
 - To promote awareness and measures for safety, health and environment.
3. The afore-mentioned cooperation between the two Parties is planned to last three years, and started on 1 January, 1999.

Article II

The Netherlands Contribution

1. The Netherlands Party shall make the following contribution to the Project:
- the recruitment of consultants of either Egyptian or other nationalities;
 - the provision of office supplies/equipment and transportation;
 - the financing of part of operational costs;
 - the provision of training in Egypt and abroad.
2. The total Netherlands contribution to this Project is estimated at NLG. 4,500,000,- for technical assistance and an additional amount of NLG. 60,000,- for evaluation.

Article III

The Egyptian Contribution

1. The Egyptian Party shall make the following contribution to the Project:
- the financing of operation and maintenance costs;
 - the provision of salaries and allowances, incentives of personnel;
 - the provision of office equipment;
 - the financing of communications costs.
2. The value of the Egyptian contribution is estimated at Egyptian Pounds LE 20,000,000,-.

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 Alexandria Water General Authority.
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 “Follow-up activities Netherlands Technical Assistance”, dated January 1997, shall serve as Schedule of Operations. 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 document 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 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 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 with retroactive effect as of 1 January 1999 and shall expire at the end of the period

mentioned in Article I, paragraph 3, of this Arrangement or on the date on which the Project has been completed in conformity with the provisions of this Arrangement and the Schedule of Operations, whichever date is the later.

DONE in Cairo on the 20th of September, 1999, in two originals in the English language.

For the Netherlands Minister for Development Cooperation

(sd.) R. H. LOUDON

Mr. Ronald H. Loudon

The Egyptian Minister of Housing, Utilities and New Communities

(sd.) MOHAMMED IBRAHIM SOLIMAN

Dr. Eng. Mohammed Ibrahim Soliman

Het akkoord is op 20 september 1999 in werking getreden, met terugwerkende kracht vanaf 1 januari 1999.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 10 oktober 1999 te Kairo tussen de bevoegde Nederlandse en Egyptische autoriteiten een administratief akkoord tot stand gekomen inzake een project betreffende de samenwerking op het gebied van waterbeheer, genaamd "Institutional & Technical Support Programme (INTESP)". 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

and

the Minister of Public Works and Water Resources, 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 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 "Institutional & Technical Support Programme (INTESP)", hereinafter referred to as "the Project".

2. The long term objective of the project is to contribute to the sustainability of agricultural production through water table and salinity control through the implementation and maintenance of drainage systems.

The short term objective of the project is the further institutional development of the Egyptian Public Authority for Drainage Projects (EPADP) into an efficient and (cost) effective organization taking into consideration the opportunities in the policy environment (privatization, market economy) as well as its changing role towards the various stakeholders (contractors, farmers).

The Project results include:

- a – Instalment of a decision making mechanism within EPADP based on clear options and consequences.
- b – Further increase of relevant technical & managerial skills among EPADP staff and other stakeholders.
- c – Efficient, effective and sustainable design process (taking into consideration farmers participation) based upon modern, GIS supported, techniques.
- d – Management decision making process of MIS improved.
- e – Better O & M for the open drainage system achieved, with special reference to the crucial issue of participation of the farmers.
- f – Process of decentralization of decision making stimulated.

3. The afore-mentioned cooperation between the two Parties is planned to last four years. Project implementation is planned as of 1st October, 1999.

Article II

The Netherlands Contribution

1. The Netherlands Party's contribution shall consist of two components:

a) “Technical Assistance” in the form of a consultancy contract including:

- the provision of consultants of either Egyptian or other nationality;
- Provision of office supplies, equipment and transportation;
- Operational and activities costs;
- Training in Egypt and abroad.

These activities will be carried out by an international consultancy firm. A contract will be concluded between the Netherlands Embassy and the international consultancy firm.

A maximum of NLG. 4,657,000 will be allocated for the “Technical Assistance’ component.

b) “Contribution Arrangement” in the form of financial assistance including:

- Provision of consultants;
- Various hardware and software costs;
- Operational, Maintenance and activities costs;
- Provision of various project equipment;
- Training equipment and activities costs.

These activities will be carried out by and under the full responsibility of the EPADP, MPWWR and will be spent in accordance with the provisions of the Egyptian laws. A contract will be concluded between the Netherlands Embassy and the EPADP.

A maximum of NLG. 2,938,000 will be allocated for the ‘Contribution Arrangement’ component.

2. The total Netherlands contribution to the Project will not exceed NLG. 7.595.000,-. An additional NLG. 60.000,- are planned for review and evaluation activities.

Article III

The Egyptian Contribution

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

- Operational and activities costs;
- Salaries, allowances and incentives of Government personnel;
- Operational and Maintenance costs and utilities;
- Office space, equipment and transportation;
- Repair & maintenance of drainage equipment and utilities;
- Training in Egypt.

2. The Egyptian Party will furthermore:

- Bring the Project under the responsibility of the Chairman of EPADP;
- Appoint a Project Director;
- Appoint a Project Executive Coordinator;
- Nominate full time staff from different departments within EPADP;

- Appoint the Under-Secretary of Middle Delta, EPADP as Regional Coordinator;
 - Establish a Steering Committee;
 - Set up field teams in the EPADP offices in the concerned Governorates.
3. The value of the Egyptian contribution is estimated at Egyptian Pounds LE 11,187,000,-.

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 Egyptian Public Authority for Drainage Projects, Ministry of Public Works and Water Resources.
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 for the technical assistance component. 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 Project is described in the project document entitled: Mission Report, "Review Cum Project Appraisal DEMP-IV/INTESP", June, 1998, which was amended by the EPADP letter No. 3624, dated 27/09/1998 and the Embassy letter No. OS/219/99/jc, dated 07/06/1999, shall serve as Schedule of Operations. These documents indicate:

- 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 documents 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 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.

Concerning the "Contribution Arrangement", the Egyptian Public Authority for Drainage Projects shall present, to the Royal Netherlands Embassy, six-monthly progress and financial reports and a final report in the English language.

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 an evaluation of the Project during the last 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 as from 1 October 1999 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 of October, 1999, in two originals in the English language.

*For the Netherlands Minister for Development Cooperation
the Ambassador,*

(sd.) R. LOUDON

Ronald H. Loudon

The Egyptian Minister of Public Works and Water Resources,

(sd.) MAHMOUD ABU ZEID

Mahmoud Abu Zeid

Het akkoord is op 10 oktober 1999 in werking getreden, met terugwerkende kracht vanaf 1 oktober 1999.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 18 oktober 1999 te Kairo tussen de bevoegde Nederlandse en Egyptische autoriteiten een administratief akkoord tot stand gekomen inzake een project betreffende de samenwerking op het gebied van waterbeheer, genaamd "Drainage Research Project II (DRP)". 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,

and

the Minister of Public Works and Water Resources, 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 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 "Drainage Research Project – II (DRP2)", hereinafter referred to as "the Project".

2. The long term objective of the Project is to contribute to the "Institutional and Organizational Development of the Drainage Research Institute (DRI)", such that DRI will:

- operate as a flexible working force to produce demand (client) driven research,
- attract internal (MPWWR) and external assignments successfully, manage the research in active and efficient ways and,
- maintain high specific knowledge of appropriate topics,

Emphasis of the above is on transforming DRI in a robust research organization, capable of high quality work, recognized nationally and world wide.

The short term objective of the Project is:

- a) To enhance the internal communication and reporting system at DRI.
- b) To enhance the human resources department at DRI.
- c) To enhance planning, monitoring and evaluation at DRI.
- d) To develop marketing strategies and public relations activities.
- e) To enhance technical data base facilities and storage of essential data for further use for short and long term planning purposes in the MPWWR.

- f) To improve the planning, management and quality of research.

In addition to the above-mentioned outputs, three technical activities have been selected from the 4th Five Year Plan of the GOE, to receive attention from DRP2.

- a) Continued introduction of the Modified Drainage Management principle through-out the Delta and in cooperation with active field agencies;
- b) Start-up of studies for drainage solutions of problematic heavy clay soils;
- c) Start and execution of a study comparing the hydraulic performance of drainage systems constructed with the V-plough technique (trenchless) and the traditional trenching technique.

3. The afore-mentioned cooperation between the two Parties is planned to last two years and nine months. Project implementation started on 1st October, 1998.

Article II

The Netherlands Contribution

1. The Netherlands Party's contribution shall consist of technical assistance in the form of a consultancy contract including:
 - the provision of consultants of either Egyptian or other nationality;
 - Provision of office supplies, equipment and transportation;
 - Operational and activities costs;
 - Training in Egypt and abroad.
2. The total Netherlands contribution to this Project will not exceed NLG. 2,750,000,-.

Article III

The Egyptian Contribution

1. The Egyptian Party shall make the following contribution to the Project:
 - Operational and activities costs;
 - Salaries, allowances and incentives of Government personnel;
 - Office space, equipment, transportation and utilities;
 - Training in Egypt.
2. The Egyptian Party will furthermore;
 - bring the project under the responsibility of the Director of the Drainage Research Institute, who will be the Project Director;
 - Appoint a Project Coordinator.
3. The value of the Egyptian contribution is estimated at Egyptian Pounds LE 623,250,-.

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 Drainage Research Institute, Ministry of Public Works and Water Resources.
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 “The Proposal for Extension of Drainage Research Programme DRP2”, dated June 1998, shall serve as Schedule of Operations. 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.
2. The document 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 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 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

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 XII

Entry into Force and Duration

This Administrative Arrangement shall enter into force with retroactive effect as from 1 October 1998 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 October, 1999, in two originals in the English language.

*For the Netherlands Minister for Development Cooperation,
the Ambassador,*

(sd.) R. H. LOUDON

mr. Ronald H. Loudon

The Egyptian Minister of Public Works and Water Resources

(sd.) MAHMOUD ABU ZEID

Dr. Mahmoud Abu Zeid

Het akkoord is op 18 oktober 1999 in werking getreden, met terugwerkende kracht vanaf 1 oktober 1998.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 27 februari 2000 te Kairo tussen de bevoegde Nederlandse en Egyptische autoriteiten een administratief akkoord tot stand gekomen inzake het project betreffende de drinkwater- en sanitaire voorzieningen in Fayoum, fase IV. 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,

and

the Governor of Fayoum, 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 the “Fayoum Drinking Water and Sanitation Project Phase IV”, hereinafter referred to as “the Project”.

2. The Project aims to further assist the Fayoum Economic General Authority for Water Supply and Sanitation, FEGAWS, to provide water and sanitation services to the population in Fayoum Governorate adhering to relevant health and environmental standards, whereby most of operation and maintenance costs are covered by revenues.

This will be effected through:

1. Improvement of service delivery for water and sanitation, such that a continuous flow of safe drinking for 95% of the clients will be achieved by the middle of 2003, whether through house connections, or through public taps, and 25% of the households will be connected to wastewater facilities by June 2004.

2. Enhance cost recovery of operation and maintenance costs, this is quantified as, at least 80% cost recovery of operation and maintenance costs, and the difference between costs and revenues is less than L.E. 5 million in 2003.

3. The afore-mentioned cooperation between the two Parties is planned to last four years and four months. Project implementation is planned as of 1 January, 2000.

Article II

The Netherlands Contribution

1. The Netherlands Party's contribution shall consist of two components:

a) "Technical Assistance" in the form of a consultancy contract including:

- Provision of expatriate and local consultants and support staff;
- Investments' costs for materials and vehicles;
- Operational costs;
- Local support fund;
- Costs of training.

These activities will be carried out by an international consultancy firm. A contract will be concluded between the Netherlands Embassy and the international consultancy firm.

A maximum of NLG. 8,390,000 will be allocated for the 'Technical Assistance' component.

Moreover an amount of NLG. 100,000 for Audit/Monitoring will be allocated.

b) "Contribution Arrangement" in the form of financial assistance including:

- Provision of equipments, materials and vehicles;
- Improvement of facilities;
- Revolving fund for sewer connections;
- Part of the construction costs of the UASB treatment plant at San-hour;
- Improvement of distribution lines;
- Costs of training and equipment for a training center.

These activities will be carried out by and under the full responsibility of the Governorate of Fayoum through the Fayoum Economic General Authority for Water Supply and Sanitation, FEGAWS and will be spent in accordance with the provisions of the concerned Egyptian laws.

A 'Contribution Arrangement' will be concluded between the Netherlands Embassy and the Governorate of Fayoum with a maximum of NLG. 4,678,000.

2. The total Netherlands contribution to the Project will not exceed NLG. 13,168,000,-.

Article III

The Egyptian Contribution

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

- The construction and supervision of the UASB treatment plant at Sanhour;
- The construction and supervision of the Fidimeen network system;
- Distribution lines to fringes.

2. The value of the Egyptian contribution is estimated at LE 22,240,000,-

The Egyptian Party will furthermore:

Provide staff with adequate capabilities to perform all tasks and will provide office space for the Project team.

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 Economic General Authority for Water Supply and Sanitation, FE-GAWS.

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.

From the Governorate of Fayoum, the Chairman of Fayoum Economic General Authority for Water Supply and Sanitation will be directly responsible for the Project.

4. Both parties will appoint members of an Advisory Committee under the chairmanship of the Secretary General of the Governorate of Fayoum. The responsibility of which will be the approval of the Project implementation plans, follow-up and present reports to the Governor of Fayoum.

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 technical assistance component. 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.

The Teamleader, who will also be a member of the Advisory Committee, will work in close consultation with the said committee and respect its recommendations.

Article VII

The Schedule of Operations

1. The Project is described in the project document entitled: "Project Document, Phase 4 of FaDWP, 2000–2004", November, 1999, which was amended by the Embassy letter No. OS/538/99/ak, dated 16 December, 1999, shall serve as Schedule of Operations.

These documents indicate:

- 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 documents 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 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.

Concerning the "Contribution Arrangement", the Governorate of Fayoum shall present, in Arabic, to the Royal Netherlands Embassy, six-monthly progress reports and quarterly financial reports and claims and a final report at the end of the Project.

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 start an evaluation of the Project during the last 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, retroactively, as from 1 January 2000 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 of February, 2000 in two originals in the English language.

*For the Netherlands Minister for Development Cooperation,
the Ambassador,*

(sd.) R. H. LOUDON

Ronald H. Loudon

The Egyptian Governor of Fayoum

(sd.) SAMIR EL-KHOULY

Dr. Samir El-Khouly

Het akkoord is op 27 februari 2000 in werking getreden, met terugwerkende kracht vanaf 1 januari 2000.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 21 mei 2000 te Kairo tussen de bevoegde Nederlandse en Egyptische autoriteiten een administratief akkoord tot stand gekomen inzake een project betreffende het waterbeheer in Fayoum, fase III. 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,

and

the Minister of Water Resources and Irrigation, 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 “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 the “Fayoum Water Management Project–Phase III”, hereinafter referred to as “the Project”.

2. The Project aims to contribute to improved water management in the Fayoum Governorate, in a sustainable and environmentally sound manner.

This will be effected through:

- Enhancing the structure and functions of the LWB’s in a sustainable manner.
- Establishing and testing the concept of participatory integrated water management at district level.
- Strengthening the Central Department, FID and EPADP at Governorate level with special reference to main fields as already covered and proven successful in earlier phases of the Project.

3. The afore-mentioned cooperation between the two Parties is planned to last four years. Project implementation is planned as of 1st May, 2000.

Article II

The Netherlands Contribution

1. The Netherlands Party’s contribution shall consist of two components:

- a) “Technical Assistance” in the form of a consultancy contract including:
 - Provision of expatriate and local consultants and support staff;
 - Payments for field allowances;

- Investments' costs for organizational support and vehicles;
- Operational costs;
- Maintenance costs,
- Costs of training.

These activities will be carried out by a consultancy firm. A contract will be concluded between the Netherlands Embassy and the consultancy firm.

A maximum of NLG. 10,739,000 will be allocated for the 'Technical Assistance' component.

Moreover an amount of NLG. 150,000 for Audit/Monitoring will be allocated.

b) "Contribution Arrangement" in the form of financial assistance including:

- Provision of equipments, vehicles and motorbikes;
- Investment fund for institutional support;
- Rehabilitation and maintenance works;
- Construction costs,
- Costs of training.

These activities will be carried out by and under the full responsibility of the Ministry of Water Resources and Irrigation and will be spent in accordance with the provisions of the concerned Egyptian laws.

A "Contribution Arrangement" will be concluded between the Netherlands Embassy and the Ministry of Water Resources and Irrigation with a maximum of NLG. 2,081,000.

2. The total Netherlands contribution to the Project will not exceed NLG. 12,970,000,-.

Article III

The Egyptian Contribution

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

- Coverage of local contracts;
- Rehabilitation and maintenance works;
- Operational costs;
- Maintenance costs,
- Costs of training.

2. The Egyptian Party will furthermore;

- Provide staff with adequate capabilities to perform all tasks;
- Establish a Steering Committee,
- Provide office space for the project team.

3. The value of the Egyptian contribution is estimated at LE 12,681,100,-.

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 Central Department of Water Resources and Irrigation 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 Water Resources and Irrigation of Fayoum.
4. A Project Steering Committee shall be formed and headed by the Head of the Central Department of Water Resources and Irrigation in Fayoum, which will meet regularly. Members of the Committee will be representatives of the Fayoum Departments of Irrigation and Drainage, representative of the Ministry of Finance at the Ministry of Water Resources and Irrigation in Fayoum for financial matters only concerning the Contribution Arrangement) in addition to the Netherlands Teamleader. Representatives of other departments or organizations may be invited to attend meetings.
5. The Project Steering Committee shall advice on issues concerning the Project implementation including financial matters, such as annual plans and budgets, decisions on expenditures from the "Special Account", coordination of inputs from the GOE, adequate decision making and coordination among parties.

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 technical

assistance component. The Teamleader shall act in close consultation with the Egyptian Executive Authorities and respect the operational instructions given by the said Authorities to the Egyptian personnel. The Egyptian Executive Authorities 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 Project is described in the project document entitled: “Project Formulation Document, Final Phase, 1 April 2000 to March 2004”, October, 1999, which was amended by the Embassy letter No. OS/00/26/jc, dated 24 January, 2000, shall serve as Schedule of Operations. These documents indicate:

- 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 documents 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

Concerning the “Technical Assistance”, the Netherlands Teamleader shall submit to the Ministry of Water Resources and Irrigation and the Royal Netherlands Embassy physical and financial progress reports on a six-monthly basis and quarterly financial claims. 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.

Concerning the “Contribution Arrangement”, the Ministry of Water Resources and Irrigation shall present, in the English language, to the Royal Netherlands Embassy, half yearly physical and financial progress reports and a final report at the end of the Project.

These reports will reflect on the activities implemented with the Netherlands’ and Egyptian contributions.

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 start an evaluation of the Project during the last 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 as from 1 May 2000 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 2nd/21st of May 2000, in two originals in the English language.

*For the Netherlands Minister for Development Cooperation,
the Ambassador,*

(sd.) R. H. LOUDON

Ronald H. Loudon

The Egyptian Minister for Water Resources and Irrigation

(sd.) MAHMOUD ABU-ZEID

Dr. Mahmoud Abu-Zeid

Het akkoord is op 21 mei 2000 in werking getreden, met terugwerkende kracht vanaf 1 mei 2000.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 13 december 2000 te Kairo tussen de bevoegde Nederlandse en Egyptische autoriteiten een administratief akkoord tot stand gekomen inzake een project betreffende de verbetering van de gezondheid in Fayoum, genaamd "Fayoum District Family Medicine Programme". 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,

and

the Governor of the Fayoum Governorate, 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 "Health Care",

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 District Family Medicine Programme”, hereinafter referred to as “the Project”.

2. The long term objective of the Project is to improve the health and well-being of the inhabitants of Fayoum District, in particular the most deprived and vulnerable ones, putting the emphasis on women and children. The short term objective of the Project is to further introduce the Family Medicine concept/approach under the Health Sector Reform integrated with the Health Promoters System.

The Project results include that:

- a) all 26 health facilities of rural Fayoum district (RHF) are physically in good shape and have been provided with basic furniture and essential equipment;
- b) the family medicine concept is effectuated at all these RHF;
- c) each RHF efficiently delivers an as much as possible integrated basic benefit package;
- d) all peripheral health workers are better prepared to serve, in a gender-sensitive manner, the health, population and nutrition as well as some environmental needs of the communities of their catchment area;
- e) quality assurance is an integral part of all operations of the health care delivery system;
- f) some 180 health promoters have been trained and deployed in the field as members of the health teams at the RHF, through home visits and individual community members on the one hand and health, population and nutrition as well as other community services on the other hand;
- g) a reliable referral system is in place;
- h) the monitoring system has, in all its aspects, significantly been improved and, apart from being a quality assurance tool, guides future planning and management;
- i) supervision of peripheral health workers, including the health promoters, has functionally been improved and contributes to their professional motivation and determination;
- j) an Information Education and Communication programme, in support of the aforementioned activities has been fully established;
- k) women in Fayoum District have been empowered, are able to effectively champion their cause and participate in decision making bodies, while the concept of women’s clubs at RHF has further been worked out.

3. The afore-mentioned cooperation between the two Parties is planned to last three and a half years. Project implementation is planned as of 1 February 2001.

Article II

The Netherlands Contribution

1. The Netherlands Party's contribution shall consist of two components:

a) "Technical Assistance" in the form of a consultancy contract including the provision of consultants of either Egyptian or other nationality.

These activities shall be carried out by an international consultancy firm. A contract shall be concluded between the Netherlands Embassy and the international consultancy firm.

A maximum of NLG. 1,402,705 shall be allocated for the 'Technical Assistance' component.

b) A "Contribution Arrangement" in the form of financial assistance including:

- provision of consultants;
- operational, transport and activities costs;
- training in Egypt and abroad;
- renovation and upgrading of Rural Health Facilities;
- provision of furniture and equipment;
- yearly audits.

These activities shall be carried out by and under the full responsibility of the Directorate of Health and Population under the Governorate of Fayoum and the funds shall be spent in accordance with the provisions of the concerned Egyptian laws. An arrangement shall be concluded between the Netherlands Minister for Development Cooperation and the Governor of Fayoum.

A maximum of NLG. 4,906,483 shall be allocated for the 'Arrangement' component.

2. The total Netherlands contribution to the Project shall not exceed NLG. 6,309,188.

Article III

The Egyptian Contribution

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

- construction of new buildings, including the maintenance unit;
- transport and other means of communication for the referral system;
- incentives for Health Promoters and peripheral health workers jointly with the Netherlands;
- regular personnel costs, operational and office costs, medical and health care costs.

2. The Egyptian Party shall furthermore:

- bring the Project under the responsibility of the Director General of the Health and Population Directorate and appoint this person as Project Director;
 - establish a Steering Committee and a Technical Committee.
3. The value of the Egyptian contribution is estimated at Egyptian Pounds LE 2,500,000.

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 Governorate of 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 Chief Technical Adviser (CTA) appointed by the Netherlands Party for the duration of the Technical Assistance component.

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 Chief Technical Adviser

The CTA shall be responsible to the Netherlands Executive Authority for the correct implementation of the Netherlands contribution for the Technical Assistance component. The CTA 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 CTA 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 Project is described in the Project Document entitled: "Fayoum District Family Medicine Programme, May 2000 and the Adapted Budget of June 2000. These documents indicate:

- the contribution of either Party;
- the planned activities, physical improvements, equipment and materials;
- the duration of the Project and a time-table.

2. The Documents 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 CTA shall submit six-monthly reports in the English language on the progress made in the execution of the Project to both Executive Authorities.

Progress and financial reporting shall reflect on activities implemented with the Netherlands and Egyptian contributions. At the termination of the Technical Assistance component, the CTA 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.

Concerning the "Contribution Arrangement", the Directorate of Health and Population shall present, to the Royal Netherlands Embassy, six-monthly progress and quarterly financial reports and a final report in the English language.

Article IX

Status of Netherlands Staff

The 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 shall 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, shall be transferred to the Egyptian Party at the time the cooperation between the two Parties on the Project shall be completed, unless both Parties decide to give another destination to the equipment and materials.

Article XI

Evaluation

The Executive Authorities may wish to start an evaluation of the Project during the last 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 as from 1 February 2001 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 13th of December 2000, in two originals in the English language.

*For the Netherlands Minister for Development Cooperation,
the Ambassador,*

(sd.) S. LEENSTRA

Sjoerd Leemstra

The Governor of Fayoum

(sd.) SAMIR EL KHOLY

H.E. Dr. Samir El Kholy

Het akkoord is ingevolge zijn artikel XIII op 1 februari 2001 in werking getreden.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 10 april 2001 te Kairo tussen de bevoegde Nederlandse en Egyptische autoriteiten een administratief akkoord tot stand gekomen inzake een project betreffende de organisatie van de vuilnisdienst. De tekst van het akkoord luidt als volgt:

Administrative Arrangement

The Netherlands Ministry 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,

and

the Governorate of Fayoum, 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 “Solid Waste 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 the “Fayoum Solid Waste Management Project”, hereinafter referred to as “the Project”.

2. The Project aims to support the Fayoum Governorate to develop an effective and efficient Solid Waste Management organisation with enough financial resources and less dependency on central government funds in order to improve its municipal solid waste practices. This will contribute to an enhancement of rural livelihoods and an improvement of the environment.

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

Project implementation is planned as of 1st January, 2001.

Article II

The Netherlands Contribution

1. The Netherlands Party's contribution shall consist of technical assistance in the form of a consultancy contract including:

- Provision of expatriate and local consultants and support staff;
- Investments' costs for organizational support;
- Provision of equipment, trucks and vehicles;
- Construction costs,
- Costs of training.

These activities will be carried out by a consultancy firm. A contract will be concluded between the Netherlands Embassy and the consultancy firm.

A maximum of NLG. 2,210,000 will be allocated for the 'technical assistance' activities.

Moreover an amount of NLG. 60,000 for mid term review will be allocated.

2. The total Netherlands contribution to the Project will not exceed NLG. 2,270,000 (Euro 1,030,000).

Article III

The Egyptian Contribution

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

- Provision of equipment, trucks and vehicles;
- Rehabilitation and maintenance works;
- Investments' costs;
- Construction works;
- Coverage of local contracts;
- Costs of training.

2. The Egyptian Party will furthermore;

- Cover all running costs for solid waste operation and local organisations;

- Establish an 'Executive Special Unit';
- Provide staff with adequate capabilities to perform all tasks;
- Provide office space for the Project team;
- Avail a dump-site of 17 feddans.

3. The value of the Egyptian contribution is estimated at LE 915,000.–, in addition to bearing all running costs for solid waste operation and local organisations, will provide staff with adequate capabilities to perform all tasks, will provide office space for the Project team, will establish an 'Executive Special Unit' to manage the Project and will avail a dump-site of 17 feddans.

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 Governorate of 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 'Executive Special Unit' at the Fayoum Governorate.

4. The Secretary General of Fayoum Governorate, will be directly responsible for the Project. The Governorate of Fayoum will set up an Executive Special Unit for the specific purpose of managing this Project, this unit will be established at the Governorate level to serve the Project only at Senoures and Tamiya Marakez. This Unit will have an independent status under the Governorate.

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 Teamleader shall be responsible to the Netherlands Executive Authority for the correct implementation of the technical assistance

component. The Teamleader shall act in close consultation with the Egyptian Executive Authorities and respect the operational instructions given by the said Authorities to the Egyptian personnel. The Egyptian Executive Authorities 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 Project is described in the Project document entitled: “Fayoum Solid Waste Management, Project Document”, September 1999, which was amended by the Embassy letter No. 00/OS/175/fm dated 22 May 2000. These documents indicate:

- 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 documents 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 Teamleader shall submit to the Fayoum Governorate and the Royal Netherlands Embassy physical and financial progress reports on a six-monthly basis and quarterly financial claims. 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.

These reports will reflect on the activities implemented with the Netherlands’ and Egyptian contributions.

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, trucks, 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 start an evaluation of the Project during the last 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 as from 1 January 2001 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 of April 2001, in two originals in the English language.

*For the Netherlands Minister for Development Cooperation
the Ambassador,*

(sd.) S. LEENSTRA

Sjoerd Leenstra

For the Governorate of Fayoum
The Governor of Fayoum

(sd.) SAMIR EL KHOLY

Dr. Samir El-Kholy

Het akkoord is op 10 april 2001 in werking getreden, met terugwerkende kracht vanaf 1 januari 2001.

Uitgegeven de *elfde* juli 2002.

De Minister van Buitenlandse Zaken,

J. J. VAN AARTSEN

INHOUD

	Blz.
A. TITEL	1
B. TEKST	1
C. VERTALING	1
D. PARLEMENT	1
G. INWERKINGTREDING	1
J. GEGEVENS	1
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Medicine Programme";
Kairo, 13 december 2000

Blz.

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Administratief akkoord inzake een project
betreffende de organisatie van de vuilnisdienst;
Kairo, 10 april 2001

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