



PD-ABN-889

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U.S. ECONOMIC ASSISTANCE PROGRAM IN EGYPT

**CONFORMED
COPY**

USAID Project Number 263-0243

PROJECT
GRANT AGREEMENT
BETWEEN
THE ARAB REPUBLIC OF EGYPT
AND THE
UNITED STATES OF AMERICA
FOR
ADMINISTRATION OF JUSTICE SUPPORT

Dated:

FUNDS RESERVED	
725/61037	P960093
41701	HES59623263KG13
806	\$3,000,000.00
	12/30/2000
	1/2/91

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USAID Project No. 263-0243

Project Grant Agreement

For

Administration of Justice Support

Dated:

Between

The Arab Republic of Egypt ("Grantee")

And

The United States of America, acting through the
U.S. Agency for International Development ("USAID").

Article 1: The Agreement

The purpose of this Agreement is to set out the understandings of the parties named above ("Parties"), with respect to the undertaking by the Grantee of the Administration of Justice Support Project ("Project") described below and with respect to the financing of the Project by the Parties.

Article 2: The Project

SECTION 2.1. Definition of Project. The Project, which is further described in Annex 1, will consist of activities which will result in enhancement of the capability of the Egyptian justice sector to deliver judicial services in a more timely fashion and apply the rule of law. Annex 1, attached, amplifies the above definition of the Project. Within the limits of the above definition of the Project, elements of the amplified description stated in Annex 1 may be changed by written agreement

of the authorized representatives of the Parties named in Section 8.2., without formal amendment of this Agreement.

SECTION 2.2. Incremental Nature of Project.

(a) USAID's contribution to the Project will be provided in increments, the initial one being made available in accordance with Section 3.1 of this Agreement. Subsequent increments will be subject to availability of funds to USAID for this purpose, and to the mutual agreement of the Parties, at the time of a subsequent increment, to proceed.

(b) Within the overall Project Assistance Completion Date stated in this Agreement, USAID, based upon consultation with the Grantee, may specify in Project Implementation Letters appropriate time periods for the utilization of funds granted by USAID under an individual increment of assistance.

Article 3: Financing

SECTION 3.1. The Grant. To assist the Grantee to meet the costs of carrying out the Project, USAID, pursuant to the Foreign Assistance Act of 1961, as amended, agrees to grant the Grantee under the terms of this Agreement not to exceed Three Million United States ("U.S.") Dollars (\$3,000,000) ("Grant"). The Grant may be used to finance foreign exchange costs, as defined in Section 6.1, and local currency costs, as defined in Section 6.2, of goods and services required for the Project.

SECTION 3.2. Grantee Resources for the Project.

(a) The Grantee agrees to provide or cause to be provided for the Project all funds, in addition to the Grant, and all other resources required to carry out the Project effectively and in a timely manner.

(b) The resources provided by Grantee for the Project will be not less than the Egyptian Pound equivalent of Eight Hundred Seventy Thousand U.S. Dollars (\$870,000), including costs borne on an "in-kind" basis.

SECTION 3.3. Project Assistance Completion Date.

(a) The "Project Assistance Completion Date" (PACD), which is December 30, 2000, or such other date as the Parties may agree to in writing, is the date by which the Parties estimate that all services financed under the Grant will have been performed and all goods financed under the Grant will have been furnished for the Project as contemplated in this Agreement.

(b) Except as USAID may otherwise agree in writing, USAID will not issue or approve documentation which would authorize disbursement of the Grant for services performed subsequent to the PACD or for goods furnished for the Project, as contemplated in this Agreement, subsequent to the PACD.

(c) Requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters are to be received by USAID or any bank described in Section 7.1 no later than nine (9) months following the PACD, or such other period as USAID agrees to in writing. After such

period, USAID, giving notice in writing to the Grantee, may at any time or times reduce the amount of the Grant by all or any part thereof for which requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, were not received before the expiration of said period.

Article 4: Condition Precedent to Disbursement

SECTION 4.1. First Disbursement. Prior to any disbursement or to the issuance by USAID of any commitment documents under this Agreement, the Grantee shall, except as the Parties may otherwise agree in writing, furnish to USAID, in satisfactory form and substance, a statement of the names and titles of the persons authorized pursuant to Section 8.2 to act as the representatives of the Grantee, together with a specimen signature of each person specified in such statement.

SECTION 4.2. Notification. When USAID has determined that the condition precedent specified above has been met, it will promptly notify the Grantee.

SECTION 4.3. Terminal Date for Condition Precedent. If the condition specified in Section 4.1 has not been met within 60 days from the date of this Agreement, or such later date as USAID may agree to in writing, USAID may terminate this Agreement by written notice to Grantee.

Article 5: Special Covenants

SECTION 5.1. Payment by the Ministry of Justice of Taxes, Tariffs, Duties and Other Levies.

(a) To the extent that (i) any contractor financed under the Grant, (ii) any personnel of any such contractor, (iii) any personal effects (including personal vehicles) of any such personnel, (iv) any equipment, materials or other property provided or used under the Grant, (v) any work or services performed under the Grant, or (vi) any transaction (including any commodity procurement) financed under the Grant is not exempt from identifiable taxes, tariffs, duties or other levies (including social insurance assessments) imposed under the laws in effect in the Arab Republic of Egypt, the Ministry of Justice shall, unless otherwise expressly provided in Project Implementation Letters, pay the same with funds other than those provided under the Grant.

(b) For purposes of this Section 5.1, (i) each reference to "contractor" shall be deemed to include any individual (who is not a citizen or permanent resident of the Arab Republic of Egypt) or organization (which is not organized or incorporated under the laws of the Arab Republic of Egypt) performing work or services or supplying commodities, under any agreement financed under the Grant (including contracts, grants, cooperative agreements, subcontracts, and subagreements under grants and cooperative agreements); and (ii) each reference to "personnel" shall be deemed to include all individuals (whether contractors

or employees of contractors) performing work or services, or supplying commodities, under any agreement referred to in the preceding clause who are not citizens or permanent residents of the Arab Republic of Egypt, and all family members of such individuals.

SECTION 5.2. Documentation Required for Duty-Free Importation of Commodities and Personal Effects. The Grantee agrees that the Ministry of Justice shall provide to the Egyptian Customs Authority letters of guarantee and any other documentation required for the duty-free importation of (i) equipment (including vehicles), materials and supplies (hereinafter collectively referred to as "commodities") financed under the Grant; (ii) commodities imported for use in connection with work or services to be performed under the Grant; and (iii) the personal effects referred to in clause (iii) of Section 5.1 (a) hereof. Such letters of guarantee shall provide for payment by the Ministry of Justice, with funds other than those provided under the Grant, of all customs duties and other taxes imposed on such commodities and such personal effects which are not exempted from customs duties or re-exported.

SECTION 5.3. Project Evaluation. The Parties agree to establish an evaluation program as part of the Project. Except as the Parties otherwise agree in writing, the program will include, during the implementation of the Project and at one or more points thereafter:

(a) evaluation of progress toward attainment of the objectives of the Project;

(b) identification and evaluation of problem areas or constraints which may inhibit such attainment;

(c) assessment of how such information may be used to help overcome such problems; and

(d) evaluation, to the degree feasible, of the overall development impact of the Project.

SECTION 5.4. Ratification. The Grantee will take all necessary action to complete all legal procedures necessary to ratification of this Agreement and will notify USAID as promptly as possible of the fact of such ratification.

SECTION 5.5. Participation of Ministry of Justice Personnel in Project Activities. The Grantee will make available, in a timely manner, all Ministry of Justice staff and personnel who are to participate in all Project financed activities.

Article 6: Procurement Source

SECTION 6.1. Foreign Exchange Costs. Disbursements pursuant to Section 7.1 will be used exclusively to finance the costs of goods and services required for the Project having their source and origin in the United States (Code 000 of the USAID Geographic Code Book as in effect at the time orders are placed or contracts entered into for such goods or services) ("Foreign Exchange Costs"), except as USAID may otherwise agree in writing,

and except as provided in the Project Grant Standard Provisions Annex, Section C.1(b) with respect to marine insurance.

SECTION 6.2. Local Currency Costs. Disbursements pursuant to Section 7.2 will be used exclusively to finance the costs of goods and services required for the Project having their source and, except as the Parties may otherwise agree in writing, their origin in Egypt ("Local Currency Costs"); provided, however, that the eligibility of local goods and services shall be limited in accordance with Section 18A1c of USAID Handbook 1B, Chapter 18, or any successor provision.

Article 7: Disbursement

SECTION 7.1. Disbursement for Foreign Exchange Costs.

(a) After satisfaction of the condition precedent, the Grantee may obtain disbursements of funds under the Grant for the Foreign Exchange Costs of goods or services required for the Project in accordance with the terms of this Agreement, by such of the following methods as may be mutually agreed upon:

(i) by submitting to USAID, with necessary supporting documentation as prescribed in Project Implementation Letters, (A) requests for reimbursement for such goods or services, or, (B) requests for USAID to procure commodities or services on Grantee's behalf for the Project; or

(ii) by requesting USAID to issue Letters of Commitment for specified amounts (A) to one or more U.S. banks, satisfactory to USAID, committing USAID to reimburse such bank or

banks for payments made by them to contractors or suppliers, under Letters of Credit or otherwise, for such goods or services, or (B) directly to one or more contractors or suppliers, committing USAID to pay such contractors or suppliers for such goods or services.

(b) Banking charges incurred by Grantee in connection with Letters of Commitment and Letters of Credit will be financed under the Grant unless Grantee instructs USAID to the contrary. Such other charges as the Parties may agree to may also be financed under the Grant.

Section 7.2 Disbursement for Local Currency Costs.

(a) After satisfaction of the condition precedent, the Grantee may obtain disbursements of funds under the Grant for Local Currency Costs required for the Project in accordance with the terms of this agreement, by submitting to USAID, with necessary support documentation as prescribed in Project Implementation Letters, requests to finance such costs.

(b) The local currency needed for such disbursements may be obtained by acquisition by USAID with U.S. dollars by purchase. The U.S. dollar equivalent of the local currency made available hereunder will be the amount of U.S. dollars required by USAID to obtain the local currency.

SECTION 7.3. Other Forms of Disbursement. Disbursements of the Grant may also be made through such other means as the Parties may agree to in writing.

SECTION 7.4. Rate of Exchange. Except as may be more specifically provided under Section 7.2, if funds provided under the Grant are introduced into Egypt by USAID or any public or private agency for purposes of carrying out obligations of USAID hereunder, the Grantee will make such arrangements as may be necessary so that funds may be converted into currency of the Arab Republic of Egypt at the highest rate of exchange prevailing and declared for foreign exchange currency by the competent authorities of the Arab Republic of Egypt.

Article 8: Miscellaneous

SECTION 8.1. Communications. Any notice, request, document, or other communication submitted by USAID or the Grantee to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such party at the following addresses:

To the Grantee:

Ministry of International Cooperation
Department for Economic Cooperation with the U.S.
48-50 Abdel Khalik Tharwat Street
5th Floor
Cairo, Egypt

To USAID:

USAID
106 Kasr El Aini Street
9th Floor
Cairo, Egypt

To the Implementing Organization:

Ministry of Justice
Lazogli Sq. Bab El Luk
Cairo, Egypt

All such communications will be in English, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of notice.

SECTION 8.2. Representatives. For all purposes relevant to this Agreement, the Grantee will be represented by the individual holding or acting in the office of Minister of State for International Cooperation and/or the Administrator of the Department for Economic Cooperation with U.S.A., and the Minister of Justice, and USAID will be represented by the individual holding or acting in the office of Director, USAID, each of whom, by written notice, may designate additional representatives for all purposes other than exercising the power under Section 2.1 to revise elements of the amplified description in Annex 1. The names of the representatives of the Grantee, with specimen signatures, will be provided to USAID, which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

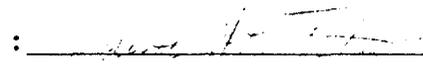
SECTION 8.3. Language of Agreement. This Agreement is prepared in both English and Arabic. In the event of ambiguity or conflict between the two versions, the English language version shall prevail.

SECTION 8.4. Standard Provisions Annex. A "Project Grant Standard Provisions Annex" (Annex 2) is attached to and forms part of this Agreement.

SECTION 8.5. Effective Date. This Agreement shall enter into force when signed by both Parties hereto.

IN WITNESS WHEREOF, the Grantee and the United States of America, each acting through its duly authorized representatives, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

ARAB REPUBLIC OF EGYPT

BY : 

NAME : Dr. Nawal El Tatawi

TITLE: Minister of Economy and International Cooperation

UNITED STATES OF AMERICA

BY : 

NAME : Edward S. Walker, Jr.

TITLE: American Ambassador

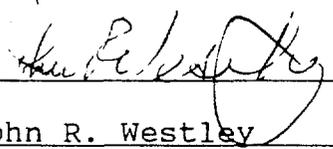
ARAB REPUBLIC OF EGYPT

BY : 

NAME : Dr. Hassan Selim

TITLE : Administrator of the Department for Economic Cooperation with U.S.A.

UNITED STATES OF AMERICA

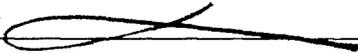
BY : 

NAME : John R. Westley

TITLE: Director, USAID/Egypt

Implementing Organization

In acknowledgement of the foregoing Agreement, the following representative of the implementing organization has subscribed his name:

BY : 
NAME : Farouk Seif El Nasr
TITLE : Minister of Justice

Annex 1
Amplified Project Description
Administration of Justice Support Project (263-0243)

A. Introduction:

Since the early 1970s, Egypt has been moving to an open economy. This shift to a free market economy has accelerated in recent years. In order for Egypt to continue to attract foreign and domestic investments and strengthen the private sector, the business community must feel confident that it is operating in an environment that will protect its interests and resolve its disputes quickly, fairly, and consistently. Changes in legislation designed to stimulate the private sector have not been accompanied by sufficient changes to modernize the courts. The Project seeks to improve the operation and performance of Egyptian civil courts as well as the quality of judicial and legal services with respect to commercial and other aspects of modern law.

B. Project Description:

The objective of the Administration of Justice Support project is to support the Ministry of Justice in accomplishing its own objectives of delivering judicial services in a more timely fashion and improving judicial skills and information base.

In the area of Court Administration Improvement, the Project will undertake the following activities in two pilot civil courts:

- Automation of Two Pilot Civil Courts - Through a "process re-engineering" approach, administrative changes within the jurisdiction of the Ministry of Justice will be identified. These improved procedures will be automated as appropriate.
- Training Programs for Court Personnel - A number of different types of training will be introduced to support the new automated systems developed under the previous activity.
- Identification of Procedural Reform - Support the Ministry of Justice efforts in procedural reforms in the area of civil and commercial law.
- Training in the Use of Automated Database - The Project will train judges in the use of software and existing legal information database. It will also provide software packages such as word processing and appropriate legal software in order to facilitate the judicial workload.

(2) Judges have improved knowledge and understanding in subjects relevant to the structural adjustment efforts of the GOE (e.g. commercial law, international contracts law, alternative dispute resolution mechanisms,) as well as other appropriate topics.

C. Implementation and Method of Financing:

The length of the Project is five years. Implementation will be the responsibility of the Ministry of Justice with the assistance of a prime contractor who will establish an office in Cairo. The contractor will provide technical assistance, training, commodities procurement, and internal evaluation.

For the National Center for Judicial Studies, the contractor will provide technical assistance to strengthen the NCJS research resources and administrative capacity. It will also provide technical assistance to develop courses for new and experienced judges.

For court administration, a U.S. contractor will conduct studies necessary for streamlining court procedures, and an Egyptian sub-contractor will implement the automation activities under the guidance of the U.S. contractor.

USAID will be responsible for undertaking the necessary contractual arrangement with a competitively selected prime contractor as well as to contract for any evaluations and audits.

D. Cost Estimates and Financial Plan:

The USAID contribution to the Project is estimated to be \$17,300,000 million over the five year life of Project. The USAID contribution will be used to finance technical assistance, training and commodities, as well as audits and evaluation.

The attached table presents an illustrative financial plan. Changes may be made to the plan upon mutual agreement between all representatives of the parties named in the text of the Agreement without formal amendment to the Agreement if such changes do not cause USAID's contribution to exceed the amount specified in the text of the Agreement. Additionally, as this Project will be incrementally funded, it should be noted that future AID obligations are subject to the availability of funds and mutual agreement of the parties to proceed.

The GOE will contribute training space, utilities, and staff salaries while on training and will assume responsibility for recurrent costs associated with the Project starting in year 4 of the Project. GOE contribution also will include funds from the AID Activity Trust Account (FT800) to cover airfares for participant trainees and computers.

Administration of Justice Support Project
(263-0243)

Illustrative Financial Plan

(\$000)

Budget Item	FY 96 Obligation	Future Obligations	USAID Total Planned life of Project Obligations	GOE Total planned life of project contributions
Training, Technical Assistance & Commodities	3,000	14,300	17,300	*870
Audit, Assessments & Evaluations	- 0 -	500	500	- 0 -
TOTAL	3,000	14,800	17,800	870

* Exchange rate \$1 = LE 3.4

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Project Grant Standard

Provisions Annex

Definitions: As used in this Annex, the "Agreement" refers to the Project Grant Agreement to which this Annex is attached and of which this Annex forms a part. Terms used in this Annex have the same meaning or reference as in the Agreement.

Article A: Project Implementation Letters.

To assist the Grantee in the implementation of the Project, USAID, from time to time, will issue Project Implementation Letters that will furnish additional information about matters stated in this Agreement. The Parties may also use jointly agreed-upon Project Implementation Letters to confirm and record their mutual understanding on aspects of the implementation of this Agreement. Project Implementation Letters will not be used to amend the text of the Agreement, but can be used to record revisions or exceptions which are permitted by the Agreement, including the revision of elements of the amplified description of the Project in Annex 1.

Article B: General Covenants

SECTION B.1 Consultation. The Parties will cooperate to assure that the purpose of this Agreement will be accomplished. To this end, the Parties, at the request of either, will exchange views on the progress of the Project, the performance of obligations under this Agreement, the performance of any consultants, contractors or suppliers engaged on the Project, and other matters relating to the Project.

SECTION B.2 Execution of Project. The Grantee will:

(a) carry out the Project or cause it to be carried out with due diligence and efficiency, in conformity with sound technical, financial and management practices, and in conformity with those documents, plans, specifications, contracts, schedules or other arrangements, and with any modifications therein, approved by USAID pursuant to this Agreement; and

(b) provide qualified and experienced management for, and train such staff as may be appropriate for the maintenance and operation of the Project, and, as applicable for continuing activities, cause the Project to be operated and maintained in such manner as to assure the continuing and successful achievement of the purposes of the Project.

SECTION B.3 Utilization of Goods and Services.

(a) Any resources financed under the Grant will, unless otherwise agreed in writing by USAID, be devoted to the Project until the completion or termination of the Project, and thereafter (as well as during any period of suspension of the Project) will be used so as to further the objectives sought in carrying out the Project.

(b) Goods or services financed under the Grant, except as USAID may otherwise agree in writing, will not be used to promote or assist a foreign aid project or activity associated with or financed by a country not included in Code 935 of the USAID Geographic Code Book as in effect at the time of such use.

SECTION B.4 Taxation.

(a) This Agreement and the Grant will be free from any taxation or fees imposed under laws in effect in the territory of the Grantee.

(b) To the extent that: (1) any contractor, including any consulting firm, any personnel of such contractor financed under the Grant, and any property or transaction relating to such contracts; and (2) any commodity procurement transaction financed under the Grant, are not exempt from identifiable taxes, tariffs, duties or other levies imposed under laws in effect in the territory of the Grantee, the Grantee will, as and to the extent provided in and pursuant to Project Implementation Letters, pay or reimburse the same with funds other than those provided under the Grant.

SECTION B.5. Reports, Accounting Records, Audits, Inspections.

(a) The Grantee shall furnish USAID such information and reports relating to the Project and to this Agreement as USAID may reasonably request.

(b) The Grantee shall maintain accounting books, records, documents, and other evidence relating to the Project and to this Agreement, adequate to show, without limitation, all costs incurred under the Grant, the receipt and use of goods and services acquired under the Grant, the costs of the Project supplied from other sources, the nature and extent of solicitations of prospective suppliers of goods and services acquired, the basis of award of contracts and orders, and the overall progress of the Project toward completion ("Project books and records"). At the Grantee's option, with approval by USAID, Project books and records shall be maintained in accordance with one of the following methods: (1) generally accepted accounting principles prevailing in the United States, (2) generally

accepted accounting principles prevailing in the country of the Grantee, (3) accounting principles prescribed by the International Accounting Standards Committee (an affiliate of the International Federation of Accountants), or (4) such other accounting principles as the Parties may agree to in writing. Project books and records shall be maintained for at least three years after the date of last disbursement by USAID

(c) If \$25,000 or more is disbursed directly to the Grantee in any one calendar year under the Grant, the Grantee, except as the Parties may otherwise agree in writing, shall have financial audits made of the funds disbursed to the Grantee under the Grant in accordance with the following terms:

(1) The Grantee shall select an independent auditor in accordance with the "Guidelines for Financial Audits Contracted by Foreign Recipients" issued by the USAID Inspector General ("Guidelines"), and the audits shall be performed in accordance with the "Guidelines".

(2) An audit of the funds provided under the Grant shall be conducted for each fiscal year of the Grantee. The audit shall determine whether the receipt and expenditure of the funds provided under the Grant are presented in accordance with generally accepted accounting principles agreed to in section (b) above and whether the Grantee has complied with the terms of the Agreement. Each audit shall be completed no later than one year after the close of the Grantee's fiscal year.

(d) The Grantee shall submit an audit report to USAID within 30 days after completion of each audit arranged for by the Grantee in accordance with this section. The USAID Inspector General will review each report to determine whether it complies with the audit requirements of this Agreement. Subject to USAID approval, costs of audits performed in accordance with the terms of this section may be charged to the Grant. In cases of continued inability or unwillingness to have an audit performed in accordance with the terms of this section, USAID will consider appropriate sanctions which include suspension of all or a portion of disbursements until the audit is satisfactorily completed or USAID performs its own audit.

(e) The Grantee shall submit to USAID, in form and substance satisfactory to USAID, a plan by which the Grantee will ensure that funds made available to subrecipients that receive \$25,000 or more in any one calendar year under the Grant are audited in accordance with this Agreement. The plan should describe the methodology to be used by the Grantee to satisfy its audit responsibilities with respect to any subrecipient to which this section applies. Such audit responsibilities with respect to subrecipients may be satisfied by relying on independent audits of the subrecipients or on appropriate procedures

performed by the internal audit or program staff of the Grantee, by expanding the scope of the independent financial audit of the Grantee to encompass testing of subrecipients' accounts, or by a combination of these procedures. The plan should identify the funds made available to subrecipients that will be covered by audits conducted in accordance with other audit provisions that would satisfy the Grantee's audit responsibilities (a nonprofit organization organized in the United States is required to arrange for its own audits; a for profit contractor organized in the United States that has a direct contract with USAID is audited by the cognizant U.S. Government Agency; a private voluntary organization organized outside the United States with a direct grant from USAID is required to arrange for its own audits; and a host country contractor should be audited by the cognizant the Grantee contracting agency). The Grantee shall ensure that appropriate corrective actions are taken on the recommendations contained in the subrecipients' audit reports; consider whether subrecipients' audits necessitate adjustment of its own records; and require each subrecipient to permit independent auditors to have access to records and financial statements as necessary.

(f) USAID may, at its discretion, perform the audits required under this Agreement on behalf of the Grantee by utilizing funds under the Grant or other resources available to USAID for this purpose. The Grantee shall afford authorized representatives of USAID the opportunity at all reasonable times to audit or inspect the Project, the utilization of goods and services financed by USAID, and books, records and other documents relating to the Project and the Grant."

SECTION B.6. Completeness of Information. The Grantee confirms:

(a) that the facts and circumstances of which it has informed USAID, or caused USAID to be informed, in the course of reaching agreement with USAID on the Grant, are accurate and complete, and include all facts and circumstances that might materially affect the Project and the discharge of responsibilities under this Agreement; and

(b) that it will inform USAID in timely fashion of any subsequent facts and circumstances that might materially affect, or that it is reasonable to believe might so affect, the Project or the discharge of responsibilities under this Agreement.

SECTION B.7. Other Payments. The Grantee confirms that no payments have been or will be received by any official of the Grantee in connection with the procurement of goods or services financed under the Grant, except fees, taxes or similar payments legally established in the country of the Grantee.

SECTION B.8. Information and Marking. The Grantee will give appropriate publicity to the Grant and the Project as a program to which the United States has contributed, identify the Project site, and mark goods financed by USAID, as described in Project Implementation Letters.

SECTION B.9. Impact on Jobs in the United States.

(a) No funds or other support provided hereunder may be used in a project or activity reasonably likely to involve the relocation or expansion outside of the United States of an enterprise located in the United States if non-U.S. production in such relocation or expansion replaces some or all of the production of, and reduces the number of employees at, said enterprise in the United States.

(b) No funds or other support provided hereunder may be used in a project or activity the purpose of which is the establishment or development in Egypt of any export processing zone or designated area where the labor, environmental, tax, tariff, and safety laws of Egypt would not apply, without the prior written approval of USAID.

(c) No funds or other support provided hereunder may be used in an activity which contributes to the violation of internationally recognized rights of workers in Egypt, including in any designated zone or area in Egypt.

Article C: Procurement Provisions.

SECTION C.1. Special Rules.

(a) The source and origin of ocean and air shipping will be deemed to be the ocean vessel's or aircraft's country of registry at the time of shipment.

(b) Premiums for marine insurance placed in the territory of the Grantee will be deemed an eligible Foreign Exchange Cost, if otherwise eligible under Section C.7(a).

(c) Any motor vehicles financed under the Grant will be of United States manufacture, except as USAID may otherwise agree in writing.

(d) Transportation by air, financed under the Grant, of property or persons (and their personal effects) will be on carriers holding United States certification, to the extent service by such carriers is available. Details on this requirement will be described in a Project Implementation Letter.

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SECTION C.2 Eligibility Date. No goods or services may be financed under the Grant which are procured pursuant to orders or contracts firmly placed or entered into prior to the date of this Agreement, except as the Parties may otherwise agree in writing.

SECTION C.3 Plans, Specifications and Contracts. In order for there to be mutual agreement on the following matters, and except as the Parties may otherwise agree in writing:

(a) The Grantee will furnish to USAID on preparation,

(1) any plans, specifications, procurement or construction schedules, contracts, or other documentation relating to goods or services to be financed under the Grant, including documentation relating to the prequalification and selection of contractors and to the solicitation of bids and proposals. Material modifications in such documentation will likewise be furnished USAID on preparation;

(2) such documentation will also be furnished to USAID, upon preparation, relating to any goods or services which, though not financed under the Grant, are deemed by USAID to be of major importance to the Project. Aspects of the Project involving matters under this subsection (a) (2) will be identified in Project Implementation Letters;

(b) Documents related to the prequalification of contractors, and to the solicitation of bids or proposals for goods and services financed under the Grant will be approved by USAID in writing prior to their issuance, and their terms will include United States standards and measurements;

(c) Contracts and contractors financed under the Grant for engineering and other professional services, for construction services, and for such other services, equipment or materials as may be specified in Project Implementation Letters, will be approved by USAID in writing prior to execution of the contract. Material modifications in such contracts will also be approved in writing by USAID prior to execution; and

(d) Consulting firms used by the Grantee for the Project but not financed under the Grant, the scope of their services and such of their personnel assigned to the Project as USAID may specify, and construction contractors used by the Grantee for the Project but not financed under the Grant, shall be acceptable to USAID

SECTION C.4 Reasonable Price. No more than reasonable prices will be paid for any goods or services financed, in whole or in part, under the Grant. Such items will be procured on a fair and, to the maximum extent practicable, on a competitive basis.

SECTION C.5. Notification to Potential Suppliers. To permit all United States firms to have the opportunity to participate in furnishing goods and services to be financed under the Grant, the Grantee will furnish USAID such information with regard thereto, and at such times, as USAID may request in Project Implementation Letters.

SECTION C.6 Shipping.

(a) Goods which are to be transported to the territory of the Grantee may not be financed under the Grant if transported either:

(1) on an ocean vessel or aircraft under the flag of a country which is not included in USAID Geographic Code 935 as in effect at the time of shipment; or

(2) on an ocean vessel which USAID, by written notice to the Grantee has designated as ineligible; or

(3) under an ocean or air charter which has not received prior USAID approval.

(b) Costs of ocean or air transportation (of goods or persons) and related delivery services may not be financed under the Grant, if such goods or persons are carried:

(1) on an ocean vessel under the flag of a country not, at the time of shipment, identified under the paragraph of the Agreement entitled "Procurement Source: Foreign Exchange Costs," without prior written USAID approval; or on a non-U.S. flag air carrier if a U.S. flag carrier is available (in accordance with criteria which may be contained in Project Implementation Letters) without prior written USAID approval; or

(2) on an ocean vessel which USAID, by written notice to the Grantee, has designated as ineligible; or

(3) under an ocean vessel or air charter which has not received prior USAID approval.

(c) Unless USAID determines that privately-owned United States-flag commercial ocean vessels are not available at fair and reasonable rates for such vessels,

(1) at least fifty percent (50%) of the gross tonnage of all goods (computed separately for dry bulk carriers, dry cargo liners and tankers) financed by USAID which may be transported on ocean vessels will be transported on privately-owned United States-flag commercial vessels; and

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(2) at least fifty percent (50%) of the gross freight revenue generated by all shipments financed by USAID and transported to the territory of the Grantee on dry cargo liners shall be paid to or for the benefit of privately-owned United States-flag commercial vessels.

Compliance with the requirements of (1) and (2) of this subsection must be achieved with respect to both any cargo transported from U.S. ports and any cargo transported from non-U.S. ports, computed separately.

SECTION C.7. Insurance.

(a) Marine insurance on goods financed by USAID which are to be transported to the territory of the Grantee may be financed as a Foreign Exchange Cost under this Agreement provided:

(1) such insurance is placed at the lowest available competitive rate, and

(2) claims thereunder are payable in U.S. Dollars, or as USAID may agree in writing, in the currency in which such goods were financed or in any freely convertible currency.

If the Grantee (or government of the Grantee), by statute, decree, rule, regulation or practice discriminates with respect to USAID-financed procurement against any marine insurance company authorized to do business in any State of the United States, then all goods shipped to the territory of the Grantee financed by USAID hereunder will be insured against marine risks and such insurance will be placed in the United States with a company or companies authorized to do a marine insurance business in a State of the United States.

(b) Except as USAID may otherwise agree in writing, the Grantee will insure, or cause to be insured, goods financed under the Grant imported for the Project against risks incident to their transit to the point of their use in the Project; such insurance will be issued on terms and conditions consistent with sound commercial practice and will insure the full value of the goods. Any indemnification received by the Grantee under such insurance will be used to replace or repair any material damage or any loss of the goods insured or will be used to reimburse the Grantee for the replacement or repair of such goods. Any such replacements will be of source and origin of countries listed in USAID Geographic Code 935 as in effect at the time of replacement, and, except as the Parties may agree in writing, will be otherwise subject to the provisions of the Agreement.

SECTION C.8. U.S. Government-Owned Excess Property. The Grantee agrees that wherever practicable United States Government-owned excess personal property, in lieu of new items

financed under the Grant, should be utilized. Funds under the Grant may be used to finance the costs of obtaining such property for the Project.

Article D: Suspension and Termination; Remedies.

SECTION D.1. Suspension and Termination.

(a) Either Party may terminate this Agreement in its entirety by giving the other Party 30 days' written notice. USAID also may terminate this Agreement in part by giving the Grantee 30 days' written notice, and suspend this Agreement in whole or in part upon giving the Grantee written notice. In addition, USAID may terminate this Agreement in whole or in part, upon giving the Grantee written notice, if (i) the Grantee fails to comply with any provision of this Agreement, (ii) an event occurs that USAID determines makes it improbable that the objectives of the Project or the assistance program will be attained or that the Grantee will be able to perform its obligations under this Agreement, or (iii) any disbursement by USAID would be in violation of the legislation governing USAID.

(b) Except for payments which the Parties are committed to make pursuant to noncancellable commitments entered into with third parties prior to such suspension or termination, suspension or termination of this entire Agreement or part thereof will suspend (for the period of the suspension) or terminate, as applicable, any obligation of the parties to provide financial or other resources to the Project, or to the suspended or terminated portion of the Project, as applicable. Any portion of this Agreement which is not suspended or terminated shall remain in full force and effect.

(c) In addition, upon such full or partial suspension or termination, USAID may, at USAID's expense, direct that title to goods financed under the Grant, or under the applicable portion of the Grant, be transferred to USAID if the goods are from a source outside the Grantee's country, are in a deliverable state and have not been offloaded in ports of entry of the Grantee's country.

SECTION D.2. Refunds

(a) In the case of any disbursement which is not supported by valid documentation in accordance with this Agreement, or which is not made or used in accordance with this Agreement, or which was for goods or services not used in accordance with this Agreement, USAID, notwithstanding the availability or exercise of any other remedies under this Agreement, may require the Grantee to refund the amount of such disbursement in U.S. Dollars to USAID within sixty (60) days after receipt of a request therefor.

(b) If the failure of the Grantee to comply with any of its obligations under this Agreement has the result that goods or services financed under the Grant are not used effectively in accordance with this Agreement, USAID may require the Grantee to refund all or any part of the amount of the disbursements under this Agreement for such goods or services in U.S. Dollars to USAID within sixty (60) days after receipt of a request therefor.

(c) The right under subsection (a) or (b) to require a refund of a disbursement will continue, notwithstanding any other provision of this Agreement, for three years from the date of the last disbursement under this Agreement.

(d) (1) Any refund under subsection (a) or (b); or (2) any refund to USAID from a contractor, supplier, bank or other third party with respect to goods or services financed under the Grant, which refund relates to an unreasonable price for or erroneous invoicing of goods or services, or to goods that did not conform to specifications, or to services that were inadequate, will: (A) be made available first for the cost of goods and services required for the Project, to the extent justified; and (B) the remainder, if any, will be applied to reduce the amount of the Grant.

(e) Any interest or other earnings on Grant funds disbursed by USAID to the Grantee under this Agreement prior to the authorized use of such funds for the Project will be returned to USAID in U.S. Dollars by the Grantee.

SECTION D.3. Nonwaiver of Remedies. No delay in exercising any right or remedy accruing to a Party in connection with its financing under this Agreement will be construed as a waiver of such right or remedy.

SECTION D.4. Assignment. The Grantee agrees, upon request, to execute an assignment to USAID of any cause of action which may accrue to the Grantee in connection with or arising out of the contractual performance or breach of performance by a party to a direct U.S. Dollar contract with USAID financed in whole or in part out of funds granted by USAID under this Agreement.

مشروع الوكالة الامريكية
للتنمية الدولية
رقم ٢٤٣-٢٦٣

مشروع

اتفاقية منحة دعم ادارة العدالة

بين
جمهورية مصر العربية
و
الولايات المتحدة الامريكية

بتاريخ / ١٩٩٥/

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مشروع الوكالة الأمريكية
للتنمية الدولية
رقم ٢٦٣ - ٢٤٣

اتفاقية

منحة مشروع دعم ادارة العدالة
المؤرخة / / ١٩٩٥

بين

جمهورية مصر العربية

و

الولايات المتحدة الامريكية
ممثلة من خلال الوكالة الأمريكية للتنمية الدولية
(الوكاله)

مادة (١) : الاتفاقية

الغرض من هذه الاتفاقية هو تحديد مفاهيم الطرفين المذكورين
بعليه (الطرفان) فيما يتعلق بتنفيذ الممنوح لمشروع دعم ادارة
العدالة (المشروع) الوارد وصفه فيما بعد وكيفية تمويل المشروع
بواسطة الطرفين .

مادة (٢) : المشروع

بند ٢-١ : تعريف المشروع

المشروع الوارد وصفه فى الملحق رقم (١) سيتكون من أنشطة
سيكون من نتائجها دعم المقدرة لدى القطاع القضائى المصرى لتقديم
الخدمات القضائية فى الوقت المناسب وبطريقة تلائم متطلبات العصر
الحديث وتطبيق أحكام القانون .

الملحق رقم (١) انمرفق يوضح بالتفصيل التعريف السابق للمشروع
ويجوز تغيير عناصر الوصف التفصيلى الوارد فى الملحق رقم (١) فى
حدود التعريف السابق للمشروع عن طريق اتفاق كتابى بين الممثلين
لمفوضين للأطراف الوارد ذكرهم فى بند ٨-٢ دون تعديل رسمى لهذه
الاتفاقية .

بند ٢-٢ : طبيعة التمويل المتزايد

أ- مساهمة الوكالة الأمريكية للتنمية الدولية للمشروع سوف تتاح على دفعات يتم اتاحة الدفعة الأولى منها وفقا للبند ٣-١ من هذه الاتفاقية وتخضع الدفعات التالية لمدى توافر الاموال لدى الوكالة لهذا الغرض وللاتفاق المتبادل بين الطرفين عندما يحين موعد تقديم الدفعات التالية .

ب- في خلال الفترة الكلية المحددة لاكتمال المساعدة للمشروع المذكور في هذه الاتفاقية فان الوكالة بناء على التشاور مع الممنوح قد تحدد في خطابات تنفيذية للمشروع الفترات الزمنية المناسبة لاستخدام الاموال الممنوحة من الوكالة لكل دفعة اضافية على هذه المنحة .

مادة (٣) : التمويل

بند ٣-١ : المنحة

لمساعدة الممنوح في تغطية تكاليف تنفيذ المشروع فان الوكالة طبقا لقانون المساعدات الخارجية الصادر عام ١٩٦١ (المعدل) توافق على منح الممنوح بمقتضى شروط هذه الاتفاقية مبلغا لايزيد عن ثلاثة ملايين دولار (٣,٠٠٠,٠٠٠ دولار) منحة ويمكن استخدام المنحة في تمويل تكاليف بالعملة الاجنبية كما هو محدد في البند ٦-١ وتكاليف العملة المحلية كما هو محدد في البند ٦-٢ للسلع والخدمات اللازمة للمشروع

بند (٣-٢) : موارد يوفرها الممنوح للمشروع

أ- يوافق الممنوح على أن يوفر أو يعمل على توفير سبل المبالغ اللازمة للمشروع بالاضافة الى المنحة وكذلك كل الموارد الأخرى اللازمة لتنفيذ المشروع بكفاءة وفي الوقت المحدد .

ب- الموارد المتاحة للمشروع عن طريق الممنوح لن تقل عن المحادل بالجنيهات المصرية لمبلغ ثمانمائة وسبعون ألف دولار (٨٧٠,٠٠٠) دولار شاملة التكاليف على أساس عيني .

بند (٣-٣) : تاريخ اكتمال المساعدة للمشروع

أ- تاريخ اكتمال المساعدة للمشروع هو ٣٠ ديسمبر عام ٢٠٠٠ أو أى تاريخ آخر يمكن أن يوافق عليه الطرفان كتابة وهو التاريخ الذى يقدر فيه الطرفان أن كافة الخدمات الممولة من المنحة قد تم انجازها وأن كافة أسلع الممولة من المنحة قد تم توريدها للمشروع كما هو متوقع بهذه الاتفاقية

ب- فيما عدا ما قد توافق عليه الوكالة كتابة فإن الوكالة لن تصدر أو توافق على مستندات تسمح بالصرف من المنحة لخدمات تم انجازها أو لسلع تم توريدها للمشروع بعد تاريخ اكتمال المساعدة للمشروع كما هو متوقع بهذه الاتفاقية .

ج- يتم تسليم طلبات السحب المصحوبة بالمستندات الضرورية المؤيدة لها والمذكورة فى خطابات تنفيذ المشروع الى الوكالة الأمريكية للتنمية الدولية أو أى بنك مذكور فى بند ٧-١ فى فترة لا تتجاوز تسعة (٩) أشهر تالية لتاريخ اكتمال المساعدة للمشروع أو أى فترة أخرى توافق عليها الوكالة الأمريكية للتنمية الدولية كتابة .

مادة (٤) : الشروط السابقة على السحب والالتزام

بند ٤-١ : السحب الأول

قبل أى سحب من المنحة أو اصدار أى مستندات بواسطة الوكالة الأمريكية للتنمية الدولية بمقتضى هذه المنحة - بخلاف ما يتفق عليه الطرفان كتابة - سيزود الممنوح الوكالة الأمريكية للتنمية الدولية بالشكل والمضمون المقبول ببيان بأسماء ووظائف الأشخاص المفروضين لتمثيل الممنوح طبقاً للبند ٨-٢ مع نموذج توقيع شخصى محدد بهذا البيان .

بند ٤-٢ : الأخطار

عندما تقرر الوكالة الأمريكية أن الشروط السابقة على السحب المحددة بعاليه قد تم الوفاء بها سوف نخطر الممنوح بذلك فوراً .

بند ٤-٣ : التواريخ النهائية لاستيفاء الشروط السابقة على السحب

إذا لم يتم استيفاء الشروط السابقة على السحب المحددة في بند ٤-٤ خلال (٦٠) يوماً من تاريخ الاتفاق أو أى تاريخ لاحق توافق عليه الوكالة كتابة فإنه يجوز للوكالة اخطار الممنوح كتابة بانتهاء هذا الاتفاق .

مادة ٥ : أحكام خاصة :

بند ٥-١ : مدفوعات وزارة العدل من الضرائب والتعريفات

والرسوم والجبايات الأخرى :

(أ) إلى الحد الذى :

- ١- أى مقاول يتم تمويله بموجب المنحه .
- ٢- أى عاملين يتبعون مثل هذا المقاول .
- ٣- أى ممتلكات شخصية (بما فى ذلك السيارات الشخصية) لأى من هؤلاء العاملين .

٤- أى معدات أو مواد أو ممتلكات أخرى تقدم أو تستعمل بموجب المنحة .

٥- أى عمل أو خدمات تقدم بموجب المنحه .

٦- أى عملية (تشمل توريد سلعة) يتم تمويلها بموجب هذه المنحة وغير معفاة من الضرائب المقررة والتعريفات والجبايات الأخرى التى تشمل أعباء التأمين الإجتماعية والمفروضة بموجب القوانين السارية فى جمهورية مصر العربية فإن وزارة العدل فيما عدا ما لم يرد توضيحه فى الخطابات التنفيذية ستقوم بسداد تلك المبالغ من موارد أخرى غير تلك التى توفرها المنحة .

(ب) تنفيذاً لهذا البند ٥-١ :

١- كل اشارة إلى مقاول تعنى أى فرد (ليس مواطناً او مقيماً اقامة دائمة فى جمهورية مصر العربية) او هيئة تكون غير مؤسسة و منشأة وفقاً لقوانين جمهورية مصر العربية ، وتقوم بأداء اعمال او خدمات او توفير سلع بموجب أى اتفاق يتم تمويله من المنحة (يشمل ذلك العقود) المنح ، الاتفاقيات التعاونية ، العقود من الباطن والاتفاقيات الفرعية المبرمه فى ظل المنح والاتفاقيات التعاونية .

٢- كل اشارة الى العاملين تعنى جميع الافراد (سواء كانوا مقاولين او موظفين لدى المقاولين) ، الذين يقومون بعمل اويؤدونخدمات اوموردون نسع بموجب اى اتفاق اشير اليه فى الفقرة السابقة حيث لا يكون هؤلاء الافراد مواطنين او مقيمين اقامة دائمة فى جمهورية مصر العربية وكذلك جميع اعضاء اسرهم والافراد .

بند ٥-٦ : - المستندات المطلوبة لاستيراد السلع
والممتلكات الشخصية الغير خاضعة للرسوم
الجمركية .

يوافق الممنوح على ان تقوم وزارة العدل التى ستقوم بتقديم
مطالبات ضمان مطلوبة للاستيراد المعفى من الجمارك فيما يتعلق بما
سى :

١- المعدات وتشمل (المركبات) المواد والامدادات (المشار اليها
اجمالا فيما يلى باسم سلع) الممولة من هذه المنحة .

٢- السلع المستوردة للاستخدامات المتعلقة بالعمل والخدمات المؤداه
فى ظل هذه المنحة .

٣- الممتلكات الشخصية المشار اليها فى الفقرة (٣) من البند ٥-١ (أ)
ستقوم وزارة العدل بمقتضى خطابات الضمان المذكورة بسداد
جميع الضرائب والرسوم الجمركية الاخرى المفروضة على تلك
السلع والممتلكات الشخصية الغير معفاة من الرسوم الجمركية
الغير معاد تصديرها من ارصدة اخرى غير تلك التى توفرها
هذه المنحة .

بند ٥-٣ تقييم المشروع :

يوافق الطرفان على وضع برنامج للتقييم كجزء من المشروع وفيما عدا ما قد يتفق عليه الطرفان كتابة ، فإن البرنامج سيشمل خلال فترة تنفيذ المشروع وعند مرحلة معينة او اكثر ما يلي :-

- أ- تقييم التقدم نحو تحقيق اهداف المشروع .
- ب- تحديد وتقييم الاماكن الموجود بها المشاكل والعقبات التى تعوق تحقيق الانجازات .
- ج- تقدير كيفية استخدام المعلومات فى امكانية التغلب على هذه المشاكل .
- د- تقييم لجدوى المشروع واثره على التنمية الشاملة .

بند ٥-٤ التصديق

يتخذ الممنوح جميع الخطوات الضرورية لإستكمال كافة الاجراءات القانونية للتصديق على هذه الاتفاقية ويقوم بإخطار الوكالة الامريكيه للتنمية الدولية بذلك فى اسرع وقت ممكن

بند ٥-٥ مشاركة موظفي وزارة العدل فى أنشطة المشروع

سيوفر الممنوح فى الوقت المناسب العمالة والافراد اللازمه من وزارة العدل لتنفيذ جميع الأنشطة الممولة من المشروع .

مادة ٦ : مصدر الشراء :-

بند ١-٦ : التكاليف بالعملة الاجنبية :

تستخدم المسحوبات طبقا للبند ٧-١ على سبيل الحصر لتمويل تكاليف السلع والمعدات اللازمة للمشروع والتي يكون مصدرها ومنشأها في الولايات المتحدة الأمريكية (كود رقم ... من دليل الوكالة الجغرافي المعمول به وقت اصدار اوامر الشراء او الدخول في عقود خاصة بهذه السلع والخدمات) (التكاليف بالنقد الاجنبي) الا اذا وافقت الوكالة على خلاف ذلك كتابة ، وفيما عدا ما هو منصوص عليه في ملحق الشروط النمطية الخاصة بمنحة المشروع بند ج-١ (ب) فيما يتعلق بالتأمين البحري .

بند ٢-٦ : التكاليف بالعملة المحلية :

تستخدم المسحوبات لتكاليف العملة المحلية طبقا للبند ٧-٢ على سبيل الحصر لتمويل تكاليف السلع والخدمات اللازمة للمشروع والتي يكون مصدرها ومنشأها مصر الا اذا وافق الطرفان على خلاف ذلك كتابة . بشرط ان تكون السلع والخدمات المقدمة وفقا للبند ١٨ (A I C) من كتاب الوكالة الامريكى (I B) انجزه رقم (١٨) او اى بند بديل له

مادة ٧ : السحب :

انسحب لتكاليف العملة الاجنبية :-

(١) بعد استيفاء الشروط السابقة على السحب المحددة فى البند (٤-١) فإنه يمكن للمنوح ان يحصل على مسحوبات من الارصدة المتاحة من المنحة لتكاليف النقد الاجنبى للسلع والخدمات اللازمة للمشروع بما يتفق مع شروط هذا الاتفاق

عن طريق الوسائل التالية التى يتفق عليها الطرفان :

١- عن طريق تقديم للوكالة بالوثائق الضرورية والمؤيدة كما تحددها خطابات تنفيذ المشروع بالطلبات الآتية :-

(أ) طلبات استرداد للمبالغ المدفوعة لهذه السلع والخدمات .
او (ب) طلبات لشراء السلع والخدمات للمشروع بالنيابة عن المنوح . او

٢- عن طريق مطابئة الوكالة بإصدار خطابات ارتباط بمبالغ محددة :

- (أ) الى بنك او اكثر من البنوك الامريكىه المقبولة لدى الوكالة وتلتزم الوكالة بمقتضاها باعادة الدفع الى هذا البنك او البنوك للمدفوعات التى تمت عن طريقهم للمقاولين والموردين لهذة السلع والخدمات بمقتضى خطابات الاعتماد او غيرها .
- (ب) الى واحد او اكثر من المقاولين او الموردين مباشرة ملزما الوكالة بالدفع اليهم نظير هذة السلع والخدمات .

(ب) ستمول مصاريف البنوك التى يتحملها الممنوح فيما يتعلق بخطابات الارتباط وخطابات الاعتماد من المنحة ما لم يخطر الممنوح الوكالة بخلاف ذلك ، يمكن ايضا ان تمول بعض المصاريف الاخرى من المنحة اذا تم الاتفاق على ذلك .

بند ٧-٢ : السحب لتكاليف العملة المحلية :-

(أ) بعد استيفاء الشروط السابقة على السحب المنصوص عليها فى البند ٤-١ والبند ٤-٢ فإنه يمكن للمنوح ان يحصل على مسحوبات من الارصدة المتاحة للمنحة لتكاليف النقد المحلى التى يحتاجها المشروع بما يتفق مع شروط هذا الاتفاق عن طريق امداد الوكالة بطلبات لتمويل هذة الطلبات مصحوبة بالوثائق المؤيدة الضرورية كما تحددها خطابات التنفيذ الخاصة بالمشروع .

(ب) ويمكن للوكالة الحصول على العملة المحلية المطلوبة لهذة المسحوبات عن طريق الشراء بالدولار الامريكى الدولارات المعادلة للعملة المحلية التى ستتاح طبقا للاتفاق هى مبلغ الدولارات الذى تحتاجه الوكالة للحصول على العملة المحلية.

بند ٧-٣ : أشكال اخرى للسحب :-

يمكن اجراء مسحوبات اخرى من هذه المنحة من خلال وسائل اخرى حسبما يتفق عليه الطرفان كتابة .

بند ٧-٤ : سعر الصرف :-

فيما عدا ما قد يتم تحديده تحت البند ٧-٢ فإنه عند تقديم تمويل من المنحة لمصر عن طريق الوكالة الامريكيه للتنمية الدولية او اى جهة خاصة او عامة لاغراض تنفيذ التزامات الوكالة الامريكيه بمقتضى المنحة ، فإن الممنوح عليه ان يقوم بعمل الترتيبات اللازمة والتي من شأنها تحويل الارصدة الى عملة جمهورية مصر العربية وفقا لاعلى سعر صرف سائد ومعلن للعملة الاجنبية من جانب السلطات المختصة فى جمهورية مصر العربية .

مادة ٨ - متنوعات :

بند ٨-١ : الاتصالات :-

اى اخطار او طلب او مستند او اتصال مقدم من الوكالة او من الممنوح للأخر بموجب هذه الاتفاقية سوف يكون كتابة او برقيا بالوسائل السلكية ويعتبر انه قد ارسل فعلا اذا تم تسليمه الى الطرف الموجه اليه على اى من العناوين التالية :

الى الممنوح :

وزارة التعاون الدولى
٤٨-٥٠ شارع عبد الخالق ثروت
القاهرة - مصر

الى الوكالة :

الوكالة الامريكيه للتنمية الدولية
١٠٦ شارع القصر العينى - جاردن سيتى
القاهرة - مصر

الى الجهة المننذة :

وزارة العدل
ميدان لاطوغلى - باب اللوق
القاهرة - مصر

جميع هذه الاتصالات سوف تكون باللغة الانجليزية الا اذا وافق الطرفان
عن خلاف ذلك كتابة ، ويمكن تغيير العناوين المذكوره اعلاه وذلك
بأرساا اخطار كتابى .

بند ٢-٨ : الممثلون :-

لكل الاغراض امتعلقة بهذه الاتفاقية سوف يمثل الممنوحالشخص الذى
يشغل منصب او يقوم بأعمال وزير الدولة للتعاون الدولى و/أو رئيس
قطاع التعاون الاقتصادى مع الولايات المتحدة الامريكه ، ويمثل الوكالة
الامريكه للتنمية الدولية الشخص الذى يشغل او يقوم بعمل مدير الوكالة
الامريكه للتنمية الدولية بالقاهرة .

ويجوز لكل من هؤلاء باخطار كتابى تعيين ممثلين اضافيين لممارسة
كافة المهام الواردة فى البند (٢-١) لمراجعة عناصر الوصف
التفصيلى فى الملحق رقم (١) . وتسلم اسماء ممثلى (الممنوح) ونماذج
توقيعاتهم للوكالة ، وهى تقبل اى مستند يحمل توقيع هؤلاء الممثلين
بخصوص تنفيذ هذه الاتفاقية على انه مستند معتمد وذلك لحين استلام
اخطار كتابى بسحب التفويضات الممنوحة لهم .

بند ٣-٨ : لغة الاتفاقية :-

حررت هذه الاتفاقية باللغتين الانجليزية والعربية . وفى حالة وجود اى
غموض او خلاف بين النصين يرجح النص الانجليزى .

بنيد ٨-٤ : ملحق الشروط النمطية :

منحى النصوص النمطية الخاصة بمنحة المشروع (ملحق ٢)
مرفق مع الاتفاقية ويعتبر جزءا منها .

بنيد ٨-٥ : تاريخ النفاذ :

يعتبر هذا الاتفاق سارى المفعول اعتبارا من تاريخ توقيع الطرفين
عليه .

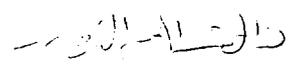
واشهادا على ما تقدم فقد تم فى التاريخ المذكور اعلاه التوقيع على هذه
الاتفاقية بأسماء الممثلين المفوضين تفويضا صحيحا لكل من جمهورية مصر
العربية والولايات المتحدة الامريكيه .

عن
الولايات المتحدة الامريكيه

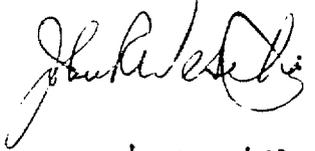
التوقيع : 

الاسم : ادوارد ووكر
الوظيفة : السفير الامريكى

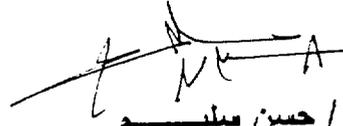
عن
جمهورية مصر العربية

التوقيع : 

الاسم : د / نوال عبد المنعم التطاوى
الوظيفة : وزير الإقتصاد والتعاون الدولى

التوقيع : 

الاسم : جون ر. ويسلى
مدير الوكالة الامريكيه
للتنمية بالقاهرة

التوقيع : 

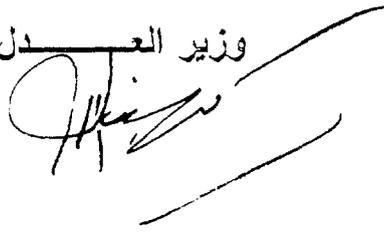
الاسم : د / حسن سليم
رئيس قطاع التعاون الإقتصادى
مع الولايات المتحدة الامريكيه

الجهات المنفذة

من اجل علم الجهة المنفذة بهذه الاتفاقية فقد قام ممثلها بالتوقيع عليها باسمه .

الاسم : مستشار / فاروق سيف النصر

وزير العدل



ملحق (١)
وصف المشروع
مشروع دعم ادارة العدالة
(٢٤٣ - ٢٦٣)

(أ) المقدمة

منذ بداية السبعينات ، اتجهت مصر الى نظام الانفتاح الاقتصادى وقد تصاعد تحول الى نظام اقتصاد السوق الحر فى السنوات الأخيرة . ولكى تستمر مصر فى جذب الاستثمارات الاجنبية والمحنية وتدعيم القطاع الخاص ، يجب أن يتأكد من العمل أنه يعمل فى بيئة صالحة تحمى مصالحه وتسوى منازعاته بسرعة وبتقن وبتقن . ان التغيير فى التشريع الذى من شأنه أن يحث القطاع الخاص لم يماحبه تغييرات كافية لتطوير المحاكم ، ان المشروع يسعى الى تحسين اداء والادارة المحاكم المدنية المصرية بالاضافة الى الخدمات القانونية والقضائية التى تشمل بالجوانب التجارية والجوانب الأخرى للقانون الحديث .

(ب) وصف المشروع

ان هدف مشروع دعم ادارة العدالة هو معاونة وزارة العدل فى تحقيق اهدافها فى تقديم الخدمات القضائية بطريقة معاصرة حديثة ، وتحسين امومات القضاء وقاعدة المعومات ، وفى نطاق تحسين ادارة المحكمة يتبنى المشروع الأنشطة التالية فى محكمتين من المحاكم المدنية الارشادية :-

- التشغيل الذاتي لأثنين من المحاكم الإرشادية - من خلال عملية إعادة البناء - وسوف تتحدد التغييرات الإدارية داخل اختصاص وزارة العدل وسيتم تشغيل هذه الإجراءات المطورة ذاتيا بطريقة ملائمة .

- برامج التدريب لموظفي المحاكم - سيتم تقديم انماط مختلفة من التدريب لتدعيم الأنظمة الحديثة الذاتية التشغيل المطورة طبقا للنشاط السابق .

- تحريف الإصلاح الاجرائي - تدعيم جهود وزارة العدل فى الإصلاحات الاجرائية فى نطاق القانون التجارى والمدنى .

- التدريب باستخدام قاعدة المعلومات - وسوف يدرّب المشروع القضاة على استخدام السوفت وير (برامج التشغيل) وسوف يقوم بايجاد قاعدة معلومات قانونية ويوفر لهم كل ما يتعلق بالسوفت وير (برامج التشغيل) مثل معالجة الكلمات ونظام التشغيل القانونى الملائم وذلك لتسهيل كم العمل القضائى .

وفى نطاق الامداد بالمعلومات القانونية ، سوف يتبنى المشروع الأنشطة التالية :-

* برامج تدريب القضاة ، يدعم المشروع المركز القومى للدراسات القضائية بحيث يمكنه من توفير التدريب القضائى اللازم لرفع المهارات . ويتكون هذا الدعم من تطوير المناهج ، التدريب العملى خلال حياتهم القضائية ، والتدريب فى المحاكم عمليا . اللغة الانجليزية القانونية والتبادل القضائى ومزاد البحث والتدريب ، والتعاون لتدعيم ادارة برامج التدريب .

* سوف ينتج عن الادارة المطوره للمحاكم وتحسين نظام المعلومات القضائية وجود ادارة أكثر وضوحا وفاعلية للعدالة والتي ستكون أكثر استجابة للقطاع الخاص الآخذ فى النمو . وهذا سوف يدعم تحول مصر الى اقتصاد موجه للسوق ، حيث تكون البيئة القانونية قادرة على حل النزاعات التى تنبثق عن الأعمال بصورة أسرع وأكثر اتقانا .

وفى نهاية المشروع فمن المتوقع :-

- ١- أن تكون الاجراءات القضائية المدنية فى المحاكم الارشادية أكثر استجابة للاحتياجات العامة .
- ٢- وفى المناطق الارشادية سترتفع مستويات الثقة فى الاستجابة والفاعلية للنظام القضائى فى المجال المدنى والتجارى وسيتحقق هذا من خلال النقاط المشار اليها أدناه .

فى مجال تحسين ادارة المحاكم المدنية سيتم تحقيق التالى :-

- ١- تعمل محكمتان من المحاكم الارشادية المدنية فى الوظائف القضائية والادارية والمالية بصورة سلسة وذاتية .
- ٢- يتم تدريب موظفى المحاكم على نظم الادارة الذاتية .
- ٣- يتلقى القضاة فى المناطق الارشادية التدريب على استخدام نظم المعلومات القانونية .
- ٤- الأسباب الأساسية المسببة لتأخير اقامة العدالة (تتطلب تغيير فى اللوائح) يتم تحديدها واقتراح اساليب للتغلب عليها .

وفى نطاق تحسين المعلومات القضائية يتم تحقيق التالى :-

- ١- يقدم المجلس القومى للدراسات القضائية برامج تدريبية للقضاة الجدد (بالنسبة الى ادارة المحاكم ، الأساليب الفنية للمحاكم الخ ...) ودورات تدريبية للدراسات القانونية المستمرة فى مجالات مثل التعاقد الدولى والقانون التجارى ..
- ٢- تحسين معلومات القضاة وفهمهم للموضوعات التى تتعلق بالجهود الأساسية للتكيف على سبيل المثال (القانون التجارى وقانون العقود الدولى والائيات البديلة لفض المنازعات بالاضافة الى موضوعات أخرى ملائمة .

(ج) التنفيذ واسلوب التمويل

مدة المشروع خمس سنوات و تقع مسؤولية التنفيذ على وزارة العدل بالتعاون مع المقاول الأول الذى يؤسس مكتبه فى القاهرة ويقوم المقاول بتوفير المساعدة الفنية ، التدريب ، توفير السلع والتقييم الداخلى .

يقوم المقاول بتوفير المساعدة الفنية للمركز القومى للدراسات القضائية وذلك من أجل تدعيم مصادر البحث للمركز والكفاءة الادارية وتوفر ايضا المساعدة الفنية لتطوير الدورات التدريبية بالنسبة للقضاة الجدد والقضاة ذوى الخبرة بالنسبة لادارة المحاكم ، فبان المقاول الأمريكى سيجرى الدراسات اللازمة لتيسير سير الاجراءات فى المحكمة ويقوم مقاول مصرى من الباطن بتنفيذ الأنشطة الذاتية تحت ارشاد المقاول الأمريكى .

تكون وكالة التنمية الدولية الأمريكية مسؤولة عن اتخاذ الترتيبات التعاقدية اللازمة مع المقاول الأول عن طريق الاختيار بالتنافس ، بالاضافة الى التعاقد لاجل أى عمليات تقييم ومراجعة .

(د) تقدير التكلفة و خطة التمويل

إن مساهمة وكالة التنمية الدولية الأمريكية فى المشروع تقدر بحيث تكون ١٧,٨٠٠,٠٠٠ مليون دولار أمريكى خلال مدة خمس سنوات (مدة تنفيذ المشروع) وهذه المساهمة تستخدم فى تمويل المساعدة الفنية ، التدريب والسنع بالاضافة الى المراجعة والتقييم .

يبين الجدول الملحق خطة مالية ايضاحية يجوز اجراء تعديلات فى الخطة بموجب اتفاقية متبادلة بين كل الممثلين للطراف المذكورة اسماؤهم فى نص الاتفاقية دون تعديل رسمى فى الاتفاقية وذلك اذا كانت هذه التعديلات لاتسبب

في أن تتجاوز مساهمة وكالة التنمية الدولية الأمريكية المبلغ المحدد في نص الاتفاقية . بالإضافة الى ذلك ، بما أن هذا المشروع سيتم تمويله على دفعات ، فمن الواجب ملاحظة ان الالتزامات المستقبلية لوكالة التنمية الدولية تخضع لتأثير الأرصدة لديها وللإتفاق المستمر والمتبادل بين الطرفين .

وتساهم الحكومة المصرية في توفير مكان التدريب ، المرافق ورواتب الموظفين أثناء التدريب وستتولى مسئولية المصاريف الدورية التي تتعلق بالمشروع والتي ستجد في العام الرابع للمشروع .

وتتضمن مساهمة الحكومة انمصرية ايضا المبالغ المتاحة من أنشطة حساب الائتمان (FT ٨٠٠) وذلك لتغطية نفقات السفر للمتدربين المشاركين في التدريب وأجهزة الكمبيوتر .

مشروع دعم إدارة العدالة
٢٤٣-٢٦٣
الخطة المالية التقديرية للمشروع
بالألف دولار

بند الميزانية	الإعتمادات المخصصة للعام المالى ١٩٩٥	المخصصات المالية المستقبلية	إجمالى المخصصات المالية طوال حياة المشروع	إجمالى مساهمة الحكومة المصرية طوال حياة المشروع
التدريب ، المساعدة الفنية الأجهزة والمعدات	٣,٠٠٠	١٤,٣٠٠	١٧,٣٠٠	* ٠,٨٧٠
المراجعة والتقييم	٠,٠٠٠	٠,٥٠٠	٠,٥٠٠	----
الإجمالى	٣,٠٠٠	١٤,٨٠٠	١٧,٨٠٠	٠,٨٧٠

* سعر الصرف ٣,٤ جنيه = دولار أمريكى .