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U.S. ECONOMIC ASSISTANCE PROGRAM IN EGYPT 93485

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USAID Project Number 263-0219

PROJECT GRANT AGREEMENT BETWEEN THE ARAB REPUBLIC OF EGYPT AND THE UNITED STATES OF AMERICA FOR TECHNICAL ASSISTANCE FOR AGRICULTURAL POLICY REFORM

Dated: SEP 28 1995

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\$20,000,000.00

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Annex 1

PROJECT DESCRIPTION

Annex 2

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USAID Project No. 263-0219

Project Grant Agreement
For
Technical Assistance For Agricultural Policy Reform
Dated SEP 23 1995

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 Technical Assistance for Agricultural Policy Reform 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 assist the Government of Egypt in developing, carrying out, monitoring and evaluating its agricultural policy reform program. 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 total contribution to the Project will be Twenty-Seven Million U.S. Dollars (\$27,000,000). This contribution 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, will 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 Twenty Million United States Dollars (\$20,000,000) ("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, funds and other resources required to carry out the Project effectively and in a timely manner.

(b) The resources provided by the Grantee for the Project will be not less than Twenty-One Million, Five Hundred Thousand Egyptian Pounds (L.E. 21,500,000), including costs borne on an "in-kind" basis.

SECTION 3.3. Project Assistance Completion Date.

(a) The "Project Assistance Completion Date" (PACD), June 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, by 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: Conditions 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 the following to USAID, in form and substance satisfactory to USAID:

(a) 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.

(b) Evidence that the Program Planning Committee has been established with members from the Ministry of Agriculture, Ministry of Public Enterprises, Ministry of Supply and Home Trade, Ministry of Public Works and Water Resources Ministry of International Cooperation, Ministry of Economy and Foreign Trade, and such other members, including private sector individuals, as may be agreed upon in writing by the Parties hereto.

(c) Evidence that a Program Management Unit has been established within the Ministry of Agriculture and Land Reclamation (MALR); and that such Unit has full authority to

perform those function(s) specified in Project Implementation Letter(s).

(d) Evidence that adequate staff, physical facilities and financial resources either have been, or on a timely basis will be, made available to the Program Planning Committee and the Program Management Unit to carry out their project implementation responsibilities.

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

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

Article 5: Special Covenants

SECTION 5.1. Payment of Taxes, Tariffs, Duties and Other Levies by the Ministry of Agriculture and Land Reclamation (MALR).

(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 MALR 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 MALR 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 MALR 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 times 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 measures required to 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.

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 conditions 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:

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

(2) by requesting USAID to issue Letters of Commitment for specified amounts (i) 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 (ii) 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 the Grantee in connection with Letters of Commitment and Letters of Credit will be financed under the Grant unless the 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 conditions 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:

U.S. Agency for International Development
106 Kasr El Aini Street, 9th Floor
Cairo, Egypt

To the Implementing Organization:

Ministry of Agriculture and Land Reclamation
Dokki, Cairo

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 3.2. 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/or the Minister of Agriculture and Land Reclamation and/or the Chairman of the Program Planning Committee, 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.

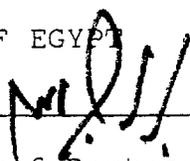
SECTION 8.3. Language of Agreement. This agreement is prepared in both English and Arabic. In the event of ambiguity or conflict between the two versions, the English language version shall prevail.

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.

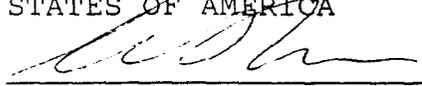
ARAB REPUBLIC OF EGYPT

BY : 

NAME : Dr. Youssef Boutros Ghali

TITLE: Minister of State for International Cooperation

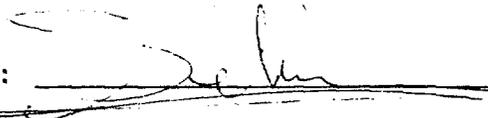
UNITED STATES OF AMERICA

BY : 

NAME : Edward S. Walker, Jr.

TITLE: American Ambassador

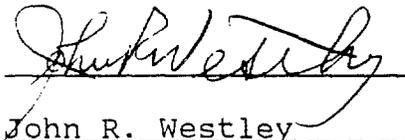
ARAB REPUBLIC OF EGYPT

BY : 

NAME : Dr. Hassan Selim

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

UNITED STATES OF AMERICA

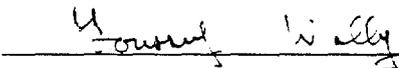
BY : 

NAME : John R. Westley

TITLE: Director, USAID/Egypt

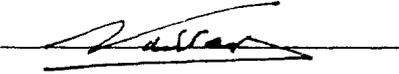
Implementing Organization

In acknowledgement of the foregoing Agreement, the following representatives of the implementing organization have subscribed their names:

BY : 

NAME : Dr. Youssuf Wally

TITLE: Deputy Prime Minister
and Minister of
Agriculture and Land
Reclamation

BY : 

NAME : Dr. Saad Nassar

TITLE: Chairman of the
Program Planning
Committee

ANNEX 1

PROJECT DESCRIPTION

AGRICULTURAL POLICY REFORM PROGRAM

The Agricultural Policy Reform Program (APRP) consists of two components: a \$200 million sector grant program and a \$27 million project. The program component provides annual disbursements of approximately \$50 million over four years, depending on GOE performance toward established policy reform benchmarks. The project provides long and short term technical assistance (TA) and studies over five years to help carry out the policy reform program. Thus, the goal of APRP is to increase production, productivity and incomes in the agricultural sector (including agribusiness). The purpose of APRP is to remove remaining policy barriers to private enterprise in agriculture, thereby creating a liberal, competitive marketing system, and stimulating sustainable agricultural growth. Competition in a free and open marketing system will lead to increased agricultural production and productivity, sustainable income growth, and increased employment in the agricultural sector.

Since the reform program proposed for APRP is technically complex, four projectized technical assistance activities are envisioned: a) monitoring, verification and evaluation of policy reforms; b) assistance with the implementation of reforms; c) program management; and d) medium- to long-term research on food security.

A Program Planning Committee (PPC) will provide overall guidance to the technical assistance teams working in each activity. The expatriate and Egyptian technical advisory teams will, as a group, provide input into the formulation of policy benchmarks and into the development and implementation of local-currency-funded projects. They will also monitor, verify, and evaluate progress made in meeting policy benchmarks as well as evaluate policy impacts.

Funds for the project will be obligated through an initial project agreement the first year and through annual amendments to the agreement in the following years. A detailed Memorandum of Understanding and its amendments will contain specific policy conditionality for each year.

AGRICULTURAL POLICY REFORM PROJECT

USAID NO. 263-0219
 FY 1995 OBLIGATION BUDGET
 (U.S. \$'000)

PROJECT ELEMENT	OBLIGATION TO DATE	FUTURE OBLIGATION	PROJECTED LOP FUNDING	HOST COUNTRY CONTRIBUTION*
A. MONITORING, VERIFICATION AND EVALUATION UNIT	5,751	0	5,751	1,438
B. TECHNICAL ASSISTANCE UNIT	5,531	5,644	11,175	2,794
C. PROGRAM MANAGEMENT	1,048	0	1,048	262
D. FOOD SECURITY RESEARCH UNIT	7,400	0	7,400	1,850
E. AUDIT and MID-TERM & FINAL EVALUATION	270	0	270	0
F. CONTINGENCY	0	1,356	1,356	0
PROJECT TOTAL	20,000	7,000	27,000	6,344

* EXCHANGE RATE APPLIED IS L.E. 3.4 TO \$ 1 AS OF SEPTEMBER 24, 1995

<i>Equivalent to LE 21.5 MILLION</i>
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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.

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

(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 الأمريكية
للتنمية الدولية
رقم ٢٦٣ - ٢١٩

اتفاقية منحة
مشروع المساعدة الفنية لإصلاح السياسات الزراعية
بين
جمهورية مصر العربية
و
الولايات المتحدة الأمريكية

بتاريخ ٢٨ / ٩ / ١٩٩٥

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مشروع الوكالة الامريكية للتنمية الدولية
رقم ٢٦٣-٢١٩

اتفاقية منحة
مشروع المساعدة الفنية لبرنامج اصلاح السياسات الزراعية
بتاريخ ٢٨ / ٩ / ١٩٩٠
بين
جمهورية مصر العربية " الممنوح "
و
الولايات المتحدة الامريكية
يمثلها الوكالة الامريكية للتنمية الدولية (الوكالة)

مادة (١) الاتفاقية :

إن هدف هذه الاتفاقية هو تحديد مفاهيم الطرفين المذكورين أعلاه فيما يتعلق بتنفيذ الممنوح للمساعدة الفنية لمشروع برنامج اصلاح السياسات الزراعية (المشروع) الموصوف أدناه وفيما يتعلق بتمويل المشروع بواسطة الطرفين .

مادة (٢) المشروع :

بند (١-٢) تعريف المشروع :
سيقوم المشروع الذي يرد وصفه بالتفصيل في ملحق (١) بمساعدة حكومة جمهورية مصر العربية في تطوير وتنفيذ والرقابة وتقييم برنامجها لاصلاح السياسات الزراعية . الملحق (١) المرفق يوضح

تعريف المشروع الموضح أعلاه . فى اطار تعريف المشروع المذكور ، فإن عناصر الوصف التفصيلى المحددة فى الملحق (١) يمكن ان تتغير بواسطة اتفاق كتابى بين الممثلين المفوضين للطرفان المذكورين فى بند (٢-٨) دون تعديل رسمى لهذه الاتفاقية .

بند (٢-٢) طبيعة الاضافات المقترحة للمشروع :

أ - سوف يبلغ اجمالى مساهمة الوكالة فى المشروع سبعة وعشرون مليون دولار أمريكى (٢٧,٠٠٠,٠٠٠ دولار أمريكى) ستتاح هذه المساهمة على دفعات الدفعة الاولى سوف يتم اتاحتها طبقا للبند (١-٣) من هذه الاتفاقية ، ستكون الدفعات التالية طبقا لتوافر الارصدة لدى الوكالة لهذا الغرض وللاتفاق المتبادل بين الأطراف عند إتاحة الاضافة المالية .

ب - فى اطار تاريخ أكمال المساعدة للمشروع المذكور فى هذه الاتفاقية فإن الوكالة وبناء على التشاور مع الممنوح يمكن أن تحدد فى الخطابات التنفيذية للمشروع الفترات الزمنية المناسبة لاستخدام الارصدة الممنوحة بواسطة الوكالة لكل مبلغ اضافى من المساعدة .

مادة (٣) التمويل :

بند (١-٣) المنحة

لمساعدة الممنوح على مواجهة تكاليف تنفيذ المشروع فإن الوكالة طبقا لقانون المساعدة الأجنبية لعام ١٩٦١ كما هو معدل توافق على منح الممنوح فى ظل شروط هذه الاتفاقية ما لايزيد على عشرون مليون دولار (٢٠,٠٠٠,٠٠٠ دولار) (منحة) يمكن ان تستخدم المنحة لتمويل تكاليف النقد الاجنبى كما هى محددة فى البند (١-٦) وتكاليف العملة المحلية كما هى محددة فى البند (٢-٦) للسلع والخدمات اللازمة للمشروع .

بند (٢-٣) موارد الممنوح للمشروع :
(أ) يوافق الممنوح على إتاحة أو العمل على إتاحة الارصدة اللازمة للمشروع والموارد الاخرى اللازمة لتنفيذ المشروع بفاعلية وفي الوقت المناسب .
(ب) إن الموارد المتاحة من الممنوح للمشروع لن تكون أقل من واحد وعشرون مليون وخمسمائة ألف جنيه مصرى (٢١,٥٠٠,٠٠٠ جنيه مصرى) وتشمل التكاليف على اساس عيى .

بند (٣-٣) تاريخ اكتمال المساعدة للمشروع :
(أ) أن تاريخ اكتمال المساعدة للمشروع هو ٣٠ يونيه ٢٠٠٠ (أو أى تاريخ اخر يتفق عليه الطرفان كتابة) وهو التاريخ الذى يقر فيه الطرفان ان جميع الخدمات المموله من المنحة قد تم انجازها وان جميع السلع المموله من المنحة قد تم تقديمها للمشروع كما هو وارد فى هذه الاتفاقية .

(ب) بخلاف ما قد توافق عليه الوكالة كتابة ، فان الوكالة لن تصدر أو توافق على أى وثيقة تفويض بالسحب من المنحة للخدمات التى سيتم ادائها بعد تاريخ إكتمال المساعدة للمشروع أو للسلع التى سيتم تقديمها للمشروع كما هو وارد فى هذه الإتفاقية بعد تاريخ اكتمال المساعدة للمشروع .

(ج) يجب إن تتسلم الوكالة أو أى بنك مذكور فى بند ٧-١ طلبات السحب ومعها المستندات المؤيدة اللازمة والمذكورة فى الخطابات التنفيذية للمشروع فى مدة لا تتجاوز تسعة (٩) اشهر تالية لتاريخ إكتمال المساعدة للمشروع أو أى مدة أخرى توافق عليها الوكالة كتابه بعد إنتهاء هذه المدة وترسل الوكالة فى أى وقت أخطارا " كتابيا" إلى الممنوح لتخفيض مبلغ المنحة بأكمله أو أى جزء منه لم يتم تقديم طلبات السحب الخاصة به قبل إنتهاء الفترة المذكورة ومعها المستندات اللازمة المشار إليها فى الخطابات التنفيذية للمشروع .

مادة (٤) : المتطلبات السابقة على السحب :-

بند ٤-١ : السحب الأول :-

قبل أي سحب أو إصدار الوكالة لأي مستندات إرتباط من خلال هذه الإتفاقية سيقوم الممنوح إلا إذا وافق الأطراف على خلاف ذلك كتابة بامداد الوكالة بشكل ومضمون تقبله بما يلي :-

(أ) بيان بأسماء ووظائف الأشخاص المفوضين طبقاً للبند ٨-٣ ليعملوا كممثلين للممنوح إلى جانب نموذج توقيع لكل شخص محدد في هذا البيان .

(ب) دليل على أنه قد تم تأسيس لجنة تخطيط للبرنامج تتضمن أعضاء من وزارة الزراعة ووزارة قطاع الأعمال العام ووزارة التموين والتجارة الداخلية ووزارة الأشغال العامة والموارد المائية ووزارة التعاون الدولي ووزارة الإقتصاد والتجارة الخارجية وأعضاء آخرين بما فيهم أفراد من القطاع الخاص وكما قد يتفق عليه الطرفان كتابة .

(ج) دليل على أن وحدة ادارة البرنامج قد تم أنشائها في داخل وزارة الزراعة واستصلاح الاراضي وأن تلك الوحدة لها كامل التفويض لاداء الوظيفة او تلك الوظائف المحددة في الخطابات التنفيذية للمشروع .

(د) دليل على انه قد تم اتاحة او سيتم في الوقت المناسب اتاحة عدد كاف من العاملين ، التسهيلات المادية والموارد المالية الى لجنة تخطيط البرنامج ووحدة إدارة البرنامج وذلك لتولى القيام بمسئولياتهم تجاه تنفيذ المشروع .

بند ٤-٢ الإخطار :-

عندما تقرر الوكالة ان المتطلبات السابقة المحددة بعاليه قد تم إستيفؤها فانها سوف تخطر الممنوح بذلك فوراً .

بند (٤-٣) التواريخ النهائية للمتطلبات السابقة :-
إذا لم يتم إستيفاء المتطلبات المحددة في البند (٤-١) في خلال ٦٠ يوماً من تاريخ هذه الإتفاقية أو أى تاريخ لاحق قد توافق عليه الوكالة كتابه ، ستقوم الوكالة إذا رأت ذلك بإنهاء هذه الإتفاقية بواسطة أخطار كتابي للممنوح .

مادة (٥) : أحكام خاصة :-

بند ١-٥ : دفع للضرائب والتعريفات والرسوم ورسوم أخرى بواسطة وزارة الزراعة وإستصلاح الأراضي :-

(أ) إلى الحد الذى :-

- ١- أى مقاول يمول من خلال المنحة ،
- ٢- أى عاملين لدى المقاول ،
- ٣- أى متعلقات شخصية (متضمنة المركبات الخاصة) لأى من العاملين
- ٤- أى معدات او مواد أو أى ممتلكات أخرى تتاح أو تستخدم من خلال المنحة ،
- ٥- أى عمل أو خدمات تودى من خلال المنحة ، أو
- ٦- أى عملية (وتشمل أى عملية شراء للسلع) ممولة من خلال المنحة لن تعفى من الضرائب المحدده والتعريفات والرسوم والرسوم الأخرى (وتشمل التأمينات الاجتماعية المقدرة) المفروضة فى ظل القوانين سارية المفعول بجمهورية مصر العربية وستقوم وزارة الزراعة وإستصلاح الأراضي ، باستثناء ما هو وارد بالخطابات التنفيذية للمشروع - بدفع المبلغ المماثل من أرصدة غير تلك المتاحة من خلال المنحة .

(ب) لأغراض البند ١-٥ :-

- ١- فأن كل إشارة إلى " المقاول" ستشمل أى فرد (غير المواطنين أو المقيمين إقامة دائمة بجمهورية مصر العربية) أو منظمة (غير منشأة أو خاضعة للقوانين السارية فى جمهورية مصر العربية) يؤدون عمل أو خدمات ، أو توريد سلع وفقاً لأى إتفاقية ممولة من خلال المنحة (يشمل العقود والمنح والإتفاقيات التعاونية والعقود الفرعية والإتفاقيات الفرعية فى نطاق المنح و الإتفاقيات التعاونية) و

٢- كل إشارة إلى "العاملين" تشمل جميع الأفراد (سواء كانوا مقاولين أو عاملين لدى المقاولين) الذين يؤدون عملاً أو خدمات ، أو يقومون بتوريد سلع في نطاق أى إتفاقية مشار إليها فى الفقرة السابقة ممن لا يكونون مواطنين مصريين أو مقيمين إقامة دائمة بجمهورية مصر العربية ، وكذلك جميع أعضاء أسر هؤلاء الأفراد .

بند ٥-٢: الوثائق المطلوبة للأعفاء من الرسوم المفروضة على

السلع المستوردة والمتعلقات الشخصية :-

يوافق الممنوح على أن تقدم وزارة الزراعة واستصلاح الاراضى إلى مصلحة الجمارك المصرية خطابات ضمان وأى وثائق أخرى مطلوبة للإستيراد المعفى من الجمارك لما يلى :-

- ١- المعدات (وتشمل المركبات) والمواد والتوريدات (المشار إليها بصفة اجمالية " السلع ") الممولة من خلال المنحة ،
- ٢- السلع المستوردة لتستخدم فيما له صلة بالعمل أو الخدمات التى سوف تؤدى من خلال المنحة ، و
- ٣- المتعلقات الشخصية المشار إليها فى العبارة (٣) من البند ٥-١ (أ) .

سوف تقوم وزارة الزراعة بدفع المبلغ المنصوص عليه فى خطابات الضمان - من أرصدة غير تلك الممولة من خلال المنحة - لكل من الجمارك والضرائب الأخرى المفروضة على السلع والمتعلقات الشخصية غير المعفاء من الرسوم الجمركية أو المعاد تصديرها .

بند ٥-٣: تقييم المشروع :-

يوافق الطرفان على إقامة برنامج تقييم يكون جزءاً من المشروع باستثناء ما قد يتفق عليه الطرفان كتابةً فإن البرنامج خلال فترة تنفيذ المشروع وفى أوقات مختلفة سوف يشتمل على ما يلى :-

- (أ) تقييم التقدم نحو تحقيق أهداف المشروع .
(ب) تحديد وتقييم المشاكل أو المعوقات التي قد تعوق تحقيق الأهداف .
(ج) تقييم الإجراءات المطلوبة للتغلب على تلك المشاكل ، و
(د) تقييم أثر المشروع على التنمية الشاملة .

بند ٥-٤ : التصديق :-

يتخذ الممنوح جميع الخطوات الضرورية لإستكمال كافة الإجراءات القانونية اللازمة للتصديق على هذه الإتفاقية وسيخطر الوكالة في أسرع وقت ممكن عند التصديق .

بند (٦) : مصدر الشراء :-

بند ٦-١ : التكاليف بالنقد الأجنبي :-

يستخدم السحب طبقاً للبند ٧-١ في تمويل تكاليف السلع والخدمات المطلوبة للمشروع ويكون مصدرها ومنشأها الولايات المتحدة (كود ... من كتاب الوكالة للكود الجغرافي وقت إصدار أوامر الشراء أو التعاقدات على السلع والخدمات) ("التكاليف بالنقد الأجنبي") فيما عدا ما توافق عليه الوكالة كتابه وبإستثناء ما هو وارد في ملحق الشروط النمطية بند ج-١ (ب) فيما يختص بالتأمين البحري .

بند ٦-٢ : التكاليف بالعملة المحلية :-

ستستخدم المسحوبات طبقاً للبند ٧-٢ في تمويل تكاليف السلع والخدمات اللازمة للمشروع ويكون مصدرها ومنشأها -بإستثناء ما قد يوافق عليه الطرفان كتابة - هو مصر ("التكاليف بالعملة المحلية") على أن تكون صلاحية السلع المحلية والخدمات كما هي محددة بالبند ١٨ أ - ١ج من كتاب الوكالة (ب) الفصل ١٨ أو أي نص لاحق .

بند (٧) : السحب :-
بند ٧-١ : السحب لتكاليف النقد الأجنبي :-

(أ) بعد استيفاء المتطلبات السابقة يمكن للممنوح الحصول على مسحوبات من مبالغ المنحة لتغطية التكاليف بالنقد الأجنبي للسلع والخدمات المطلوبة للمشروع طبقاً لشروط هذه الإتفاقية وذلك بأحدى الطرق التالية وكما يتم الإتفاق المتبادل عليه بين الطرفين :-

١- امداد الوكالة بالمستندات المؤيدة اللازمة كما هو موضح فى الخطابات التنفيذية للمشروع .
(أ) طلبات لإعادة دفع ثمن السلع أو الخدمات ، أو
(ب) طلبات للوكالة لشراء السلع أو الخدمات اللازمة للمشروع نيابة عن الممنوح . أو

٢- مطالبة الوكالة باصدار خطابات ارتباط بمبالغ محددة :-

(أ) إلى بنك أو أكثر من البنوك الأمريكية المقبولة لدى الوكالة والزام الوكالة باعادة الدفع لهذا البنك أو لهذه البنوك بقيمة ما دفعه البنك أو البنوك للمقاولين أو الموردين أو خلافه لشراء تلك السلع والخدمات بناء على خطابات الضمان أو خلافه . أو

(ب) إلزام الوكالة بالدفع المباشر عن تلك السلع أو الخدمات المؤداة بمعرفة واحد أو أكثر من المقاولين أو الموردين إلى هؤلاء المقاولين أو الموردين .

(ج) المصاريف البنكية التي يتحملها الممنوح وتكون ذات صلة بخطابات الإرتباط وخطابات الضمان سوف تمول من المنحة ما لم يعطى الممنوح للوكالة تعديلات بخلاف ذلك وفيما يتعلق بالمصادر الأخرى فإنه يمكن تمويلها أيضا من المنحة وفقا لما يتفق عليه الطرفان .

بند ٧-٢ : السحب لتكاليف العملة المحلية :-

(ا) بعد إستيفاء المتطلبات السابقة يمكن للممنوح الحصول على مسحوبات من مبالغ المنحة لتغطية التكاليف بالعملة المحلية المطلوبة للمشروع طبقا لشروط هذه الإتفاقية وذلك بتقديم طلبات إلى الوكالة لتمويل تلك التكاليف مع المستندات المؤيدة اللازمة وكما هو موضح فى الخطابات التنفيذية للمشروع .

(ب) يمكن للوكالة الحصول على العملة المحلية المطلوبة للمسحوبات عن طريق شراء الدولارات حيث يكون المقابل بالعملة المحلية للدولار الأمريكى المتاح هو مبلغ الدولارات الأمريكية التى تحتاجها الوكالة للحصول على العملة المحلية .

بند ٧-٣ : أشكال أخرى للسحب :-

يمكن أن يتم السحب أيضا من المنحة بطرق أخرى يتفق عليها الطرفان كتابة .

بند ٧-٤ : معدل سعر الصرف :-

باستثناء ما ورد بصفة محددة فى البند ٧-٢ فإنه عند تقديم تمويل من المنحة لمصر بمعرفة الوكالة أو أى وكالة عامة أو خاصة بغرض تنفيذ التزامات الوكالة سيقوم الممنوح باعداد الترتيبات التى قد تكون لازمة لتحويل المبالغ إلى عملته جمهورية مصر العربية

بأعلى سعر صرف سائد ومعلن بواسطة السلطات المختصة
بجمهورية مصر العربية .

مادة (٨) : متنوعات :-

بند ٨-١ : الإتصالات :-

أى إخطار أو طلب أو مستند أو أى إتصالات أخرى مقدمة من
الوكالة أو الممنوح إلى الطرف الآخر بخصوص هذه الإتفاقية سوف يكون
كتابه أو بالتلغراف أو البرق وسوف يعتبر أن جميع المراسلات قد تم إرسالها
أو تسليمها عند إرسالها إلى الطرف المعنى على العناوين الآتية :-

إلى الممنوح :-

وزارة التعاون الدولى
قطاع التعاون الإقتصادى مع الولايات المتحدة الأمريكية
٤٨-٥٠ شارع عبد الخالق ثروت - الدور الخامس
القاهرة - مصر

إلى الوكالة :-

الوكالة الأمريكية للتنمية الدولية
١٠٦ شارع القصر العينى - الدور التاسع
القاهرة - مصر

إلى الجهة المنفذة :-

وزارة الزراعة وإستصلاح الإراضى
الدقى - القاهرة

وستكون جميع المراسلات باللغة الإنجليزية ما لم يتفق الطرفان على خلاف ذلك كتابة . ويتم إرسال إخطار فى حالة تغيير العناوين المذكورة بهاليه

بند ٨-٢ : الممثلون :-

لجميع الاغراض المتعلقة بهذه الإتفاقية سيمثل الممنوح الأشخاص الذين يشغلون أو يقومون بأعمال وزير الدولة للتعاون الدولى و/ أو رئيس قطاع التعاون الإقتصادى مع الولايات المتحدة الأمريكية و/ أو وزير الزراعة واستصلاح الاراضى و/ أو رئيس لجنة تخطيط البرنامج ، وسيمثل الوكالة الشخص الذى يشغل أو يقوم بأعمال مدير الوكالة ويكون لكل منهم ان يعين باخطار كتابى ممثلين اضافيين لجميع الاغراض فيما عدا ممارسة القوة طبقاً للبنود ١-٢ لمراجعة عناصر الوصف التفصيلى فى الملحق (١) وتقديم أسماء ممثلى الممنوح ومعها نماذج توقيعاتهم إلى الوكالة التى يمكنها قبولهم كمفوضين بالكامل فى حالة توقيعهم على أى مستند لتنفيذ هذه الإتفاقية وذلك لحين إستلام أخطار كتابى يفيد بألغاء سلطاتهم .

بند ٨-٣ : لغة الإتفاقية :-

هذه الإتفاقية محررة باللغتين الإنجليزية والعربية وفى حالة وجود غموض أو خلاف بين النصين يرجح النص الإنجليزى .

بند ٨-٤ : ملحق الشروط النمطية :-

ان " ملحق الشروط النمطية " (ملحق ٢) مرفق ويكون جزءاً من هذه الإتفاقية .

بند ٨-٥ : تاريخ السريان :-

سوف تسرى هذه الإتفاقية عند توقيعها من الطرفين أنناه .

وإشهاداً على ذلك فإن الممنوح والولايات المتحدة الأمريكية كل من خلال ممثليه المفوضين قد وقعوا هذه الإتفاقية بأسمائهم وتم تسليمها في اليوم والسنة المذكورين بأعلاه .

عن الولايات المتحدة الأمريكية



الأسم : أدورد . س ووكر
الوظيفة : السفير الأمريكي

عن جمهورية مصر العربية

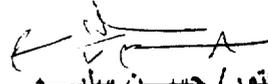


الأسم : دكتور/ يوسف بطرس غالى
الوظيفة : وزير الدولة للتعاون الدولي

الأسم : جون . ر وستلى
الوظيفة : مدير الوكالة الأمريكية
للتنمية الدولية
مصر

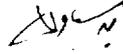


الأسم : دكتور/ حسن سليم
الوظيفة : رئيس قطاع التعاون
الإقتصادى مع الولايات
المتحدة الأمريكية

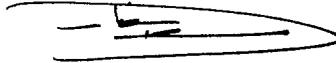


الهيئات المنفذة

وإعلاماً عن الإتفاقية السابقة ، فإن ممثلى الهيئة التنفيذية قد
وقعا بأسمائهما .



الأسم : دكتور/ يوسف أمين والى
الوظيفة : نائب رئيس الوزراء ووزير الزراعة
واستصلاح الأراضى



الأسم : دكتور / سعد نصار
الوظيفة : رئيس لجنة تخطيط البرنامج

ملحق (١)
وصف المشروع
برنامج إصلاح السياسات الزراعية

- * يشتمل برنامج إصلاح السياسات الزراعية على مكونين هما ٢٠٠ مليون دولار لبرنامج المنح القطاعية و ٢٧ مليون دولار للمشروع . يتيح مكون البرنامج مسحوبات سنوية تبلغ حوالى ٥٠ مليون دولار على مدى أربع سنوات ويتوقف ذلك على إداء الحكومة المصرية تجاه تنفيذ المبادئ الأساسية لإصلاح السياسات .
- * يتيح المشروع دراسات ومساعدة فنية قصيرة وطويلة الأجل على مدى خمس سنوات للمساعدة فى تنفيذ برنامج اصلاح السياسات . ومن ثم ، فإن هدف المشروع هو زيادة الأنتاج والانتاجية والدخول فى القطاع الزراعى (متضمنا الصناعات الزراعية) .
- * إن الغرض من المشروع هو إزالة معوقات السياسات المتبقية التى تعوق المشروعات الزراعية التى ينفذها القطاع الخاص و من ثم خلق نظام للتسويق يتميز بالمنافسة والليبرالية وتحفيز النمو الزراعى المستمر ان المنافسة الحرة المفتوحة فى نظام التسويق سوف تؤدى إلى زيادة الأنتاج والانتاجية الزراعية ، تدعيم نمو الدخل وزيادة فرص العمل فى قطاع الزراعة .
- * حيث أن برنامج إصلاح السياسات الزراعية المقترح يتميز بأنه فنياً مركب ، فأنه من المتصور وجود أربعة أنشطة للمساعدة الفنية خاصة بالمشروع وهى :-

- (أ) الرقابة ، التحقق من وتقييم الإصلاحات السياسية .
- (ب) للمساعدة في تنفيذ الإصلاحات .
- (ج) إدارة البرنامج و
- (د) إجراء أبحاث متوسطة وطويلة الأجل عن الأمن الغذائي .

• سوف تقدم لجنة تخطيط البرنامج الارشاد الشامل إلى فرق العمل المختصة بالمساعدة الفنية العاملة في كل نشاط ، سوف تعمل فرق العمل الإستشارية للفنية المصرية والاجنبية - كمجموعة واحدة - لتقديم المدخلات عند صياغة المبادئ الرئيسية التي تحكم هذه العملية وعند تنفيذ وتطوير المشروعات المعمولة بالعملة المحلية . كما أنها سوف تقوم بالرقابة على ، التحقق منه وتقييم للتقدم الذي تم إحرازه عند تنفيذ المبادئ الأساسية الخاصة بتلك العملية فضلاً عن تقييم آثار هذه السياسات .

• سيتم الارتباط على المبالغ المخصصة للمشروع في السنة الأولى من خلال إتفاقية للمشروع المبدئية وفي السنوات اللاحقة من خلال التعديلات السنوية على الإتفاقية . سوف تشمل مذكرة التفاهم التفصيلية وتعديلاتها على الشروط المحددة لكل سياسة يختص بها كل عام .

مشروع برنامج إصلاح السياسات الزراعية
رقم ٢٦٣-٢١٩

الإلتزامات الخاصة بميزانية العام المالي ١٩٩٥
بالألف دولار أمريكي

مساهمة الحكومة المصرية	التمويل المتوقع طوال فترة حياة المشروع	الإلتزامات المستقبلية	الإلتزامات حتى تاريخه	عناصر المشروع
١,٤٣٨	٥,٧٥١	-	٥,٧٥١	أ- وحدة التقييم والمراجعة والرقابية .
٢,٧٩٤	١١,١٧٥	٥,٦٤٤	٥,٥٣١	ب- وحدة المساعدة الفنية .
٢٦٢	١,٠٤٨	-	١,٠٤٨	ج- إدارة البرنامج .
١,٨٥٠	٧,٤٠٠	-	٧,٤٠٠	د- وحدة بحوث الأمن الغذائي .
-	٢٧٠	-	٢٧٠	و- المراجعة والتقييم متوسط الأجل والنهائى .
-	١,٣٥٦	١,٣٥٦	-	هـ - الطوارئ .
٦,٣٤٤	٢٧,٠٠٠	٧,٠٠٠	٢٠,٠٠٠	إجمالي المشروع

المعادل لـ ٢١,٥ مليون جنيه مصرى