

No. 2747

---

**UNITED STATES OF AMERICA  
and  
EGYPT**

**Agreement for a co-operative program for public works  
development. Signed at Cairo, on 12 March 1953**

*Official texts: English and Arabic.*

*Registered by the United States of America on 11 February 1955.*

---

**ÉTATS-UNIS D'AMÉRIQUE  
et  
ÉGYPTE**

**Accord relatif à un programme de coopération en matière  
de travaux publics. Signé au Caire, le 12 mars 1953**

*Textes officiels anglais et arabe.*

*Enregistré par les États-Unis d'Amérique le 11 février 1955.*

No. 2747. AGREEMENT<sup>1</sup> FOR A CO-OPERATIVE PROGRAM FOR PUBLIC WORKS DEVELOPMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF EGYPT. SIGNED AT CAIRO, ON 12 MARCH 1953

---

The Government of the United States of America and the Government of Egypt have agreed as follows :

*Article I*

THE OPERATING AGENCIES

Pursuant to the General Agreement for Technical Cooperation, signed on behalf of the two Governments on 5 May 1951,<sup>2</sup> a cooperative program in the field of Public Works Development shall be initiated in Egypt.

The obligations assumed herein by the Government of Egypt will be performed by the Ministry of Public Works (hereinafter referred to as the "Ministry"). The obligations assumed herein by the Government of the United States of America will be performed by Technical Cooperation Administration (hereinafter referred to as the "Administration"), an agency of the Government of the United States of America.

The Ministry, on behalf of the Government of Egypt, and the Administration, on behalf of the Government of the United States of America, shall participate jointly in all phases of the planning and administration of this cooperative program. This Agreement and all activities carried out pursuant to it shall be governed by the provisions of the said General Agreement for Technical Cooperation.

*Article II*

OBJECTIVES

The objective of this program agreement is to assist in improving economic and social conditions in Egypt by facilitating the following activities :

- a. Demonstrations of the possibilities of improved water conservation and management on existing cultivated land for increased agricultural production.

---

<sup>1</sup> Came into force on 12 March 1953, as from the date of signature, in accordance with article XII.

<sup>2</sup> United Nations, *Treaty Series*, Vol. 198, p. 265.

- b. Aiding in the expansion of the cultivated area of Egypt.
- c. Aiding in developing new sources of hydro-electric power, or such other natural resource developments as may be undertaken by the Ministry of Public Works.

### *Article III*

#### FIELDS OF ACTIVITY

This cooperative program will include, to the extent that the parties hereto from time to time agree upon, operations of the following type :

- a. Ground water surveys in various parts of Egypt to determine the extent, availability, and quality of new and present sources of underground water for well irrigation.
- b. Demonstrations of the feasibility and practicability of well irrigation in Nile flood basin areas, desert fringe areas of the Nile Valley and Delta, and certain of the larger oases.
- c. Improvements, developments, investigations or research in the various aspects of agricultural drainage and water distribution practices, including improving present irrigation practices and utilisation of existing water supplies and facilities for developing new land.
- d. Preliminary appraisals and investigations of new water and power development possibilities which utilise natural resources, such as the Nile River, the Qattara Depression, or other features.
- e. Assistance in inventory of land and water resources to provide proper bases for planning future developments.
- f. Training, both within and outside Egypt, related to these fields of activity.
- g. Other projects within the scope and objectives of this Agreement as mutually agreed upon.

### *Article IV*

#### THE TECHNICAL MISSION

The Administration agrees to furnish a group of technicians and specialists to collaborate in carrying out this cooperative program. The technicians and specialists made available by the Administration under this Agreement, together with those so made available under other program agreements with the Government of Egypt, will constitute the Technical Mission of the Administration in

Egypt. This technical mission is headed by a Director of Technical Cooperation (hereinafter referred to as the "Director"). The Director and other members of the technical mission shall be appointed by the Government of the United States of America. Technicians sent from the United States to work on this program shall be subject to acceptance by the Government of Egypt.

#### *Article V*

##### JOINT COMMITTEE

There is hereby established the Egyptian-American Joint Committee for Public Works Development (hereinafter referred to as the "Committee"). The Committee shall coordinate and direct the cooperative program for public works development in accordance with the provisions of this Agreement. The Minister of Public Works (hereinafter referred to as the "Minister") or his designee and the Director or his designee shall serve as Co-Directors of the Committee. The funds of the Committee may be maintained in such bank or banks as the Co-Directors shall select and shall be available only for the purposes of this Agreement.

#### *Article VI*

##### PROGRAM FINANCING

The parties hereto shall contribute and make available to the extent provided below, funds and other contributions for use in carrying out the program during the period covered by this Agreement, in accordance with the following schedules :

1. The Government of the United States of America during the period from date of entry into force of this Agreement to and including June 30, 1953, shall make available the funds necessary to pay the salaries and other expenses of the members of the technical mission, as well as such other expenses of an administrative nature as the Government of the United States of America may incur in connection with this cooperative program. These funds shall be administered by the Administration and shall not be deposited to the credit of the Committee.

2. In addition, for the period from the date of entry into force of this Agreement through June 30, 1953, the Government of the United States of America shall make available to the Committee for use in the cooperative program, the sum of \$ 718,000. The parties hereto agree that initially this sum shall be held in the United States of America. The Minister and the Director may hereafter agree, in project agreements or amendments thereto, to the deposit in cash of any part of such sum to the credit of the Committee in such installments as they may agree upon. The remainder, if any, of the United States contribution to this cooperative

program shall continue to be held in the United States of America to meet payments to be made outside of Egypt in United States dollars. The amounts used for such payments, when expended as agreed upon by the Minister and the Director, shall be considered as if deposited to the credit of the Committee.

3. The Government of Egypt from the date of entry into force of this Agreement to and including June 30, 1953, shall contribute to the Committee for the purpose of carrying out this cooperative program, funds, technicians, facilities, local supplies, materials, equipment, labor, transportation and/or other services or assistance in an amount estimated to have a minimum total value equivalent to 80,000 Egyptian pounds. These contributions shall be made as the Minister and the Director shall agree upon in each project agreement under this cooperative program in accordance with the provisions of Article VIII.

4. The parties may later agree in writing upon the amount of funds and/or other contributions they wish to contribute and make available each subsequent year for use in carrying out the program during the period from June 30, 1953 to and including December 31, 1960.

5. Funds deposited by the Government of the United States of America to the credit of the Committee shall be convertible into Egyptian pounds at the par value for the Egyptian pound agreed with the International Monetary Fund in effect at the time of each conversion, provided that this par value is the same rate applicable to the purchase of dollars for commercial transactions in Egypt. If there is no such agreed par value or if there are two or more effective rates that are not unlawful for the purchase of dollars, the rates used shall be the rates agreed upon by the two Governments, but not less than the effective rates (including the amount of exchange tax, surcharge, bonus, or value of any exchange certificate) which, at the time of conversion are applicable to the purchase of dollars for the respective purposes for which the dollars deposited to the credit of the Committee are to be used.

6. No funds shall be withdrawn for the implementation of this cooperative program except by issuance of a check or other suitable withdrawal document signed by both Co-Directors of the Committee or their respectively designated representatives. The Co-Directors shall include in the deposit agreement to be made with any bank, a provision that the bank shall be obligated to repay to the Committee any moneys which it shall pay out from the funds of the Committee on the basis of any document other than a check or other withdrawal document that has been signed by the two Co-Directors or their designees.

*Article VII*

## ADDITIONAL CONTRIBUTIONS

The projects to be undertaken under this Agreement may include cooperation with other governmental agencies of Egypt, and the Government of Egypt shall make available the general assistance of such agencies for carrying out these projects. Cooperation under this Agreement also may be undertaken with other organisations of either public or private character, and with international organisations of which the United States of America and Egypt are members. By agreement between the Co-Directors, contributions of funds, property, services or facilities by either or both parties, may be accepted and deposited to the credit of the Committee for use in effectuating projects in public works development approved under the terms of this Agreement in addition to the funds, property, services, and facilities required to be contributed under Article VI.

*Article VIII*

## PROJECT OPERATIONS

1. The cooperative program of public works development herein provided for shall consist of a series of projects to be jointly planned and administered by the Co-Directors of the Committee. Each project shall be embodied in a written project agreement which shall be signed by the Co-Directors, shall define the work to be done, shall make allocations of funds therefor from moneys available to the Committee, and may contain such other matters as the parties may desire to include.

2. Upon completion of any project, a Completion Memorandum shall be drawn up and signed by the Co-Directors, which shall provide a record of the work done, the objectives sought to be achieved, the expenditures made, the problems encountered and resolved, and related basic data.

3. The selection of specialists, technicians and others in the field of public works development to be sent for training to the United States of America or elsewhere pursuant to this cooperative program, as well as the training activities in which they shall participate, shall be determined jointly by the Co-Directors.

4. The general policies and administrative procedures that are to govern this cooperative program shall be determined jointly by the Co-Directors.

5. All contracts and other instruments and documents relating to the execution of projects under this Agreement shall be executed in the name of the Committee and shall be signed by the two Co-Directors. The books and records

of the Committee relating to the cooperative program shall be open at all times for examination by authorized representatives of the Government of Egypt and the Government of the United States of America. The Co-Directors of the Committee shall render an annual report of their activities to the two Governments, and other reports at such intervals as may be appropriate.

6. Any power conferred by this Agreement upon the Co-Directors may be delegated by either of them to any of his respective assistants, provided that each such delegation be satisfactory to the other. Such delegation shall not limit the right of the Co-Directors to refer any matter directly to one another for discussion and decision.

### *Article IX*

#### ADDITIONAL FISCAL PROVISIONS

1. All funds deposited to the credit of the Committee pursuant to this Agreement shall continue to be available for the program of public works development during the existence of this Agreement, without regard to annual periods or fiscal years of either of the parties, except that no funds deposited by the Government of the United States of America shall continue to be available for more than three years from the date of their deposit.

2. All materials, equipment and supplies ownership of which is acquired for the cooperative program shall become the property of the Committee and shall be used only in the furtherance of this Agreement. Any such materials, equipment and supplies remaining at the termination of this cooperative program shall be at the disposition of the Ministry of Public Works, Government of Egypt.

3. Any interest which may be received on funds of the Committee and any other increment of assets of the Committee of whatever nature or source, shall be devoted to the carrying out of the cooperative program and shall not be credited against any contribution due from either Government.

4. Any funds of the Committee which remain unexpended and unobligated on the termination of this Public Works Development Agreement shall, unless otherwise agreed upon in writing by the parties hereto at that time, be returned to the parties hereto in the proportion of the respective contributions made by the Government of the United States of America and the Government of Egypt under this Agreement, as it may be from time to time amended and extended.

5. The two Governments will establish procedures whereby the Government of Egypt will so deposit, segregate or assure title to all funds allocated to or derived from this program that such funds shall not be subject to garnishment, attachment, seizure, or other legal process by any person, firm, agency, corporation, organization,

or government when the Government of Egypt is advised by the Government of the United States of America that such legal process would interfere with the attainment of the objectives of the program.

### *Article X*

#### RIGHTS AND EXEMPTIONS

1. All contract employees who are citizens of the United States of America employed under contracts entered into by the Committee to assist in carrying out this cooperative program shall receive the same rights, privileges and exemptions as accorded employees of the Government of the United States of America under the terms of the General Agreement for Technical Cooperation referred to in Article I herein. At suitable intervals the Ambassador of the United States of America to Egypt shall furnish to the Minister of Foreign Affairs of Egypt the names of the personnel to whom the provisions of this paragraph are applicable.

2. Supplies, equipment and materials purchased by the Committee or contributed to the Committee by the Government of the United States of America, either directly or by contract with a public or private organization, shall be admitted into Egypt free of any customs and import duties.

### *Article XI*

#### LEGISLATIVE AND EXECUTIVE ACTION

The Government of Egypt will endeavor to obtain the enactment of such legislation or decrees and will take such executive action, as may be required to carry out the terms of this Agreement.

### *Article XII*

#### ENTRY INTO FORCE AND DURATION

This Agreement may be referred to as the "Public Works Joint Committee Program Agreement." It shall enter into force on the date stated in the last paragraph of this Agreement and shall remain in force to and including December 31, 1960 or until three months after either Government shall have given notice in writing to the other of intention to terminate it, whichever is the earlier ; provided, however, that the obligations of the parties under this Agreement for the period from June 30, 1953 to and including December 31, 1960 shall be subject to the availability of appropriations to both parties for the purposes of the program and



to further the agreement of the parties pursuant to Article VI, paragraph 4, hereof.

DONE in duplicate, in the English and Arabic languages, at Cairo, Egypt this 12th day of March, 1953.

For the Government of the United States of America :

Jefferson CAFFERY

John R. NICHOLS

For the Government of Egypt :

M. FAHMY

M. FAWZI