

No. 2748

**UNITED STATES OF AMERICA
and
EGYPT**

**Agricultural, Forestry and Fisheries Program Agreement.
Signed at Cairo, on 21 May 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
d'agriculture, de sylviculture et de pêche. Signé au Caire,
le 21 mai 1953**

Textes officiels anglais et arabe.

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

No. 2748. AGRICULTURAL, FORESTRY AND FISHERIES PROGRAM AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF EGYPT. SIGNED AT CAIRO, ON 21 MAY 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, 1951,² a cooperative program in the fields of agriculture, forestry and fisheries shall be initiated in Egypt.

The obligations assumed herein by the Government of Egypt will be performed by the Ministries of Agriculture and of War and Marine (hereinafter referred to as the "Ministry"). The obligations assumed herein by the Government of the United States of America will be performed by the 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. The 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 objectives of this program are :

1. To facilitate the development of the economy of Egypt in the fields of agriculture, forestry and fisheries through cooperative action on the part of the two Governments ;

¹ Came into force on 21 May 1953, as from the date of signature, in accordance with article XII.

² United Nations, *Treaty Series*, Vol. 198, p. 265.

2. To stimulate and increase the interchange between the two countries of knowledge, skills and techniques in these fields ;

3. To promote and strengthen understanding and good will between the people of Egypt and the United States of America.

Article III

FIELDS OF ACTIVITY

This cooperative program will include to the extent that the parties from time to time agree upon in specific project agreements, activities of the following types :

1. Studies of the needs of Egypt in the fields of agriculture, forestry and fisheries and the resources available to meet such needs.

2. The formulation and continuous adaptation of a program to help meet such needs.

3. The initiation and administration of activities in the fields of agriculture, forestry and fisheries such as research and experimentation, and extension service to maximize adoption by the people of Egypt of the proven results of research and demonstration, the maximizing of production and the best utilization of products.

a. In the field of agriculture this program may consist of projects designed to assist the Ministry of Agriculture in the improvement of agricultural production as follows :

- 1) Agricultural extension and research.
- 2) Crop production by improving seed propagation, distribution, combating plant pests and diseases.
- 3) Livestock production by introducing new germ plasm and improving methods of husbandry together with full care for animal health and combating diseases.
- 4) Study of soil survey, salinity and water contents requirements.

5) Experimentation and extending the utilization of agricultural machinery.

b. In the field of forestry this program may consist of projects to maximize the utilization value of existing forest crops and to establish the most appropriate forest crops on lands economically suited for that purpose.

c. In the field of fisheries this program may consist of projects which shall bring about the fuller exploitation of existing and the development of new marine

and fresh water fishery resources, propagation of fish and improved utilization practices.

4. Related training activities both inside and outside of Egypt.

5. Other projects within the scope and objectives of the 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 Agriculture, Forestry and Fisheries Development (hereinafter referred to as the "Committee"). The Committee shall coordinate and direct the cooperative program for agriculture, forestry and fisheries development in accordance with the provisions of this Agreement. The Ministers of Agriculture and of War and Marine (hereinafter referred to as the "Minister") or their 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 purpose 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 \$ 769,000.00 (seven hundred and sixty-nine thousand dollars) which shall include expenditures to date on activities covered by this Agreement. 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, labour, transportation and/or other services, or assistance, to a minimum value equal to the contribution of the Government of the United States of America. These contributions shall be made as agreed upon by the Co-Directors as set forth 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 pounds 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 transaction 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 deposited to the Committee's account shall be withdrawn 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 organizations of either public or private character, and with international organizations 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 agriculture, forestry and fisheries 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 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 therefore 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 fields of agriculture, forestry and fisheries 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 agriculture, forestry and fisheries 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 Government of Egypt for further use by the Ministry having jurisdiction over the activity for which such materials, equipment, and supplies were originally acquired.

3. Any interest which may be received on funds of the Committee and any other increment of assets of the Committee of whatever nature of 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 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 any program involving contributions by the Government of the United States of America, 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 for 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 "Agricultural, Forestry and Fisheries Joint Committee Program Agreement". It shall enter into force on the date that it is signed and shall remain in force through 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 appropriation to both parties for the purpose 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, this day the twenty-first of May 1953.

For the Government of the United States of America :
Jefferson CAFFERY

For the Government of Egypt :
M. FAWZI
