

No. 16447

**UNITED STATES OF AMERICA
and
SAUDI ARABIA**

**Project Agreement for technical co-operation in agriculture
and water (with attachments). Signed at Riyadh on 23
November 1975**

Authentic text: English.

Registered by the United States of America on 13 February 1978.

**ÉTATS-UNIS D'AMÉRIQUE
et
ARABIE SAOUDITE**

**Accord relatif à un projet de coopération technique dans les
domaines de l'agriculture et de l'eau (avec documents
connexes). Signé à Riyad le 23 novembre 1975**

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 13 février 1978.

PROJECT AGREEMENT¹ BETWEEN THE MINISTRY OF AGRICULTURE AND WATER AND THE MINISTRY OF FINANCE AND NATIONAL ECONOMY, GOVERNMENT OF SAUDI ARABIA, AND THE DEPARTMENT OF AGRICULTURE, THE DEPARTMENT OF INTERIOR, AND THE DEPARTMENT OF THE TREASURY, UNITED STATES OF AMERICA, FOR TECHNICAL COOPERATION IN AGRICULTURE AND WATER

Article I. SCOPE

This Agreement between the Ministry of Agriculture and Water, and the Ministry of Finance and National Economy, Kingdom of Saudi Arabia (hereinafter referred to as MAW and MFNE, respectively) and the Department of Agriculture, the Department of the Interior, and the Department of the Treasury of the United States (hereinafter referred to as USDA, USDI and USDT, respectively) defines a technical cooperation project for the provision of technical specialists and advisers to the various Divisions and Departments of MAW for implementing plans and programs identified in the Development Plans of the Kingdom of Saudi Arabia.

The specialists will be assigned to functional units throughout MAW both at Headquarters and Regional Directorates, as mutually agreed. Specialists have been requested for a number of functional areas, including Central Research Laboratory, Water Resources, Project Affairs, Al Qasim Region, Al Hassa Region, and Planning and Economic Analysis. Additional functional areas will be added as agreed.

Article II. AUTHORIZATION

This project will be carried out under the auspices of the United States–Saudi Arabian Joint Commission on Economic Cooperation and in accordance with the provisions of the Technical Cooperation Agreement between the Governments of the United States and Saudi Arabia signed on February 13, 1975,² which is hereby incorporated by reference and becomes a part of this Agreement.

Article III. PURPOSE AND OBJECTIVES

The purpose of this project is to provide certain technical and professional staff to assist the Ministry in planning, directing, and coordinating the development and implementation of annual program plans for agriculture and water as outlined in the Kingdom's Development Plans.

The broad program objectives are:

- A. To assist in development of national programs consistent with policies and goals;
- B. To assist in developing and implementing guidelines to ensure coordination and integration of regional and national plans and programs;

¹ Came into force on 27 January 1976, i.e., after the deposit by the Government of Saudi Arabia of the initial sum described in article XII covering the period 1 July 1975 through 30 September 1976, in accordance with article XIII.

² United Nations, *Treaty Series*, vol. 998, p. 209.

- C. To provide technical advice in the implementation of programs, including research, related to agriculture, land, water, and rural development in the Kingdom; and
- D. To train Saudi colleagues in skills and techniques necessary to discharge the responsibilities assigned to the Ministry.

Article IV. SERVICES TO BE PERFORMED

A. USDA and USDI will undertake to provide technical and management advisers to MAW and its Directorates. USDA will work closely with the U.S. State Universities and Land Grant Colleges through the International Science and Education Council (ISEC). Initial personnel to be assigned will be a Senior Specialist in each of six functional areas and an overall Team Leader. They will be followed by assignment of other technical specialists as detailed in Activity Implementation Plans, attachments A–C, which are appended hereto and constitute part of this Agreement. These attachments specify the scope and objectives of activities, numbers of personnel, and procedures for implementation, and may be amended from time to time as mutually agreed.

B. USDA and USDI will undertake to provide additional technical advisers as may be mutually agreed by the Parties to this Agreement. Such additional personnel and related budget adjustments will be treated as subsequent addenda to this Agreement consistent with article IV, A, above.

C. In addition to the technical staff, administrative personnel will be employed and secretarial personnel may be employed to serve in Saudi Arabia to provide support services for the technical and management advisory staff. Washington staff will be provided by USDA and USDI to support the personnel assigned to the Ministry under the terms of this Agreement.

Article V. CONFIDENTIALITY OF INFORMATION

To the extent permitted by U.S. law, USDA, and USDI will, upon request of MAW, keep confidential any information or data provided to them by MAW, or generated as a result of the activities of USDA and USDI pursuant to this Agreement.

Article VI. PATENTS

With regard to the disposition of patent rights to inventions arising out of any work performed by USDA and USDI under this Agreement:

- A. The United States Government shall acquire title in the United States to any invention made arising out of such work regardless of where the invention is made;
- B. The Saudi Arabian Government shall receive a royalty-free, non-exclusive, irrevocable license to practice such invention in the United States with the right to issue sublicenses;
- C. The United States Government shall have the right to file a patent application in any foreign country on such inventions and acquire title thereto;

- D. The Saudi Arabian Government shall receive a royalty-free, non-exclusive license with the right to issue sublicenses under any foreign patent that may issue as a result of foreign filing by the United States Government.

Article VII. REPORTS

USDA and USDI, in collaboration with USDT, will prepare and transmit to MAW and MFNE periodic reports covering the overall status and progress of the project as well as areas of concern and recommendations for adjustment in the project.

Article VIII. COORDINATION

Overall coordination of this technical cooperation project with other Joint Commission activities within the United States Government and provision of certain administrative facilities and support for this project as previously agreed in the budget for the U.S. Representation Office in Riyadh for July 1, 1975–June 30, 1976, will be the responsibility of USDT. The Office of the Joint Economic Commission in Riyadh will serve as the point of contact for all procedural and policy related communications between MAW, MFNE, USDA, USDI and USDT concerning this project, will facilitate activities under this Agreement, and will monitor the implementation of the Agreement in Saudi Arabia.

Article IX. LOCAL SUPPORT

A. MAW shall, either directly or through MFNE and other Saudi Arabian agencies, support this technical cooperation project by:

- 1) Designating a senior MAW official responsible for implementing the terms of this Agreement;
- 2) Identifying and providing appropriate MAW personnel to work with USDA and USDI personnel;
- 3) Providing all available data and other information which may be needed by USDA and USDI personnel to fulfill their obligations under this Agreement;
- 4) Providing all such facilities and support as agreed in the Technical Cooperation Agreement signed on February 13, 1975, including but not limited to exemption of the United States Government from taxes and customs duties, and privileges and immunities for all American employees of the United States Government and their dependents;
- 5) Assisting, when requested, the Office of the U.S. Representation to the Joint Economic Commission in locating and making available suitable housing for all United States personnel assigned to Saudi Arabia in connection with this project;
- 6) Providing adequate office space, office furnishings, utilities, telephone facilities, and maintenance and upkeep of such office space for each USDA and USDI employee assigned to Saudi Arabia pursuant to this Agreement;
- 7) Providing such supplies and materials as may be required for official duties;
- 8) Providing services, when necessary, to obtain clearance in matters including, but not limited to customs, drivers permits and other services that may involve other agencies of the Government of Saudi Arabia;

- 9) Providing interpreter and translator services as needed; and
- 10) Providing other related support as may be appropriate to the conduct by the USDA and USDI employees of their official advisory duties.

B. USDA, USDI, and USDT may, as authorized by the Technical Cooperation Agreement, use funds advanced for this project by the Government of Saudi Arabia to provide such supplies and services as cited in items 7, 9, and 10 of article IX, A, above, to the extent they are not provided by the Government of Saudi Arabia.

C. The United States Government will arrange for administrative and logistical support for this project not provided by the Government of Saudi Arabia, the costs of which will be funded from amounts deposited pursuant to article XII.

Article X. «FORCE MAJEURE»

If any Party to this Agreement is rendered unable because of *force majeure* to perform its responsibilities under this Agreement, these responsibilities shall be suspended during the period of continuance of such inability. The term "*force majeure*" means act of God, acts of the public enemy, war, civil disturbances, and other similar events not caused by nor within the control of the Parties. During the period of suspension of performance caused by *force majeure*, USDA, USDI, and USDT may continue to pay normal costs of maintaining project personnel in Saudi Arabia from funds advanced to the United States by the Government of Saudi Arabia. In the event of suspension of a Party's duties because of *force majeure*, the Parties shall consult and endeavor jointly to resolve any attendant difficulties.

Article XI. ESTIMATED COSTS

A. The cost for the services to be provided by USDA and USDI, as outlined in attachments A-G appended hereto, for the initial period of this project covering July 1, 1975, through September 30, 1976, is estimated to be \$9,845,526. This estimate covers the following expenses:

- Personnel compensation and benefits, \$1,239,330;
- Travel and transportation, \$1,197,862;
- Housing (includes estimated costs for three years), \$4,186,640;
- Other expenses, \$3,222,694.

The above estimate excludes any Government of Saudi Arabia or local taxes and assessments which might otherwise be applicable. USDA and USDI may, within the total of the approved budget, transfer funds between line items as necessary.

B. Budgets for subsequent years of this project will be prepared and submitted by USDA, USDI and USDT for acceptance by the Government of Saudi Arabia on an annual basis in accordance with the budget schedule of the MFNE during the life of this Agreement. Final costs for services will cover only actual services provided.

Article XII. DOLLAR TRUST ACCOUNT

The Government of Saudi Arabia agrees to deposit in the dollar trust account in the United States Treasury established by the Technical Cooperation Agreement the sum of \$9,845,526 to cover the estimated costs for the initial time period described in article XI above. Upon agreement on each succeeding budget, the Government of

Saudi Arabia will deposit in the said dollar trust account the dollar amount in the agreed estimate for the advisory services to be provided by USDA and USDI.

Article XIII. EFFECTIVE DATE

This Agreement shall become effective after signature by representatives of the Parties and after the deposit by the Government of Saudi Arabia of the initial sum described in article XII above, covering the period July 1, 1975, through September 30, 1976, and shall remain in effect until terminated by the Parties hereto in accordance with article XIV below, or the termination of the Technical Cooperation Agreement of February 13, 1975, whichever shall occur first.

Article XIV. AMENDMENT, EXTENSION OR TERMINATION

A. This Agreement may be amended or extended by mutual agreement in writing.

B. This Agreement may be terminated by any Party notifying the others 60 days in advance in writing.

Article XV. RESOLUTION OF DIFFICULTIES

USDA, USDI, USDT, and MAW and MFNE shall consult, upon request of any Party, regarding any matter relating to the terms of this Agreement and shall endeavor jointly in a spirit of cooperation and mutual trust to resolve any difficulties or misunderstandings that may arise.

[Signed]

Date: Nov. 23, 1975

GERALD L. PARSKY

For the Department of the Treasury, the
Department of Agriculture, and the
Department of the Interior, United
States of America

[Signed]

Date: 23/Nov./75

TAHER OBEID

Deputy Minister
Ministry of Agriculture and Water,
Government of Saudi Arabia

[Signed]

Date: Nov. 23, 1975

DR. MANSOOR AL-TURKI

Deputy Minister

Ministry of Finance
and National Economy,
Government of Saudi Arabia

ATTACHMENT A. ACTIVITY IMPLEMENTATION PLAN
PROGRAM AND STAFF SUPPORT

I. *Purpose*

The purpose of this activity is to provide coordination and management of the technical and management advisers provided to MAW under this Agreement.

II. *Objectives*

Consistent with its purpose, the specific objectives of this activity are:

- A. To insure effective coordination of project activities pursuant to this Agreement;
- B. To insure effective recruiting of personnel as required by this Agreement;
- C. To provide the coordination of activities between USDA, USDI, and U.S. Land Grant Colleges under this Agreement;
- D. To respond to requests from MAW for such short-term expertise as may be necessary to supplement the staff assigned to it.

III. *Procedures*

A. The U.S. Parties to this Agreement will assign a Team Leader to MAW. The Team Leader will be responsible for liaison with the Joint Commission and coordination of technicians within MAW.

B. The Team Leader will assist in the recruitment of the Senior Specialists in the functional areas identified in this Agreement and preparations for their arrival.

C. It is anticipated that visits of staff in Saudi Arabia to the United States or United States staff to Saudi Arabia will be required for effective operational planning and recruiting as the program develops. Three such trips are included for a total of 30 man-days during the first year.

IV. *Personnel requirements*

A. It is estimated that the staffing requirements during the initial year will be as follows:

- 1) A Team Leader;
- 2) Two (2) administrative officers to provide support services in Saudi Arabia;
- 3) Ten (10) man-years of staff support in the United States.

B. Additional staff may be assigned as mutually agreed.

ATTACHMENT B. ACTIVITY IMPLEMENTATION PLAN
CENTRAL RESEARCH LABORATORY

I. *Purpose*

The purpose of this activity is to assist the Ministry of Agriculture and Water in formulating and carrying out an agricultural and water research program for the Central Research Laboratory with emphasis placed upon adaptive and applied research to meet critical needs for rapid development of Saudi Arabia's agricultural and water resources and to coordinate the research of the Laboratory with field stations and other research institutions in Saudi Arabia.

II. Objectives

Consistent with its purpose, the specific objectives for this activity are:

- A. To define the role and objectives of the Central Laboratory in the overall organization of the Ministry to effectively meet the research needs;
- B. To determine the necessary staffing, equipment and facilities to conduct the research program;
- C. To define and implement a relationship between the Laboratory, Ministry Directorates and field stations which will insure a closely coordinated and integrated research program;
- D. To develop a research program for agriculture and water which will deal with the critical needs of the Ministry's development program;
- E. To conduct research on problems critical to near-term development objectives;
- F. To train Saudi colleagues in the management and operation of the Laboratory and improved research techniques through a close working relationship.

III. Procedures

The implementation of this activity will occur in three phases:

A. *Phase I, Program Scope and Definition (2 months)*. The Scientific Director will be assigned and visit Saudi Arabia for up to two (2) months for the purpose of determining the role and objectives for the Laboratory and the additional staffing requirements. Once agreement is reached, he will return to the United States to assist with recruitment of additional staff and prepare to return for resident assignment.

B. *Phase II, Research Program Planning (3-6 months)*. The Scientific Director will return to Saudi Arabia and Chief Scientists for each laboratory section will be assigned as recruited.

In close collaboration with the Ministry Directorates and Director of the Laboratory, the Scientific Director and Chief Scientists will develop a detailed research program for the Laboratory which will focus on critical problems effecting development of Saudi Arabia's agricultural potential.

During this phase, the need for additional equipment will be identified and procurement begun.

C. *Phase III, Full Staffing and Research*. With the research program outlined, the full staffing of the Laboratory will begin. As the staff builds up, critical research problems will be undertaken and the program expanded as staff permits.

IV. Personnel requirements

A. It is estimated that the staffing requirements during the initial year will be as follows:

- 1) A Scientific Director;
- 2) Six (6) Senior Scientists;
- 3) Two (2) Technical Specialists.

B. Staff requirements as listed in "A" above, and any additional staff, will be assigned as mutually agreed.

ATTACHMENT C. ACTIVITY IMPLEMENTATION PLAN WATER RESOURCES

I. *Purpose*

The purpose of this activity is to augment the staff of the Water Resources Directorate in such a way as to provide the required technical expertise to carry out its responsibilities in the most effective and efficient manner.

II. *Objectives*

Consistent with its purpose, the specific objectives of the activity are:

- A. To assist in identifying and defining the purpose, scope, and objectives for the several functions assigned to the Directorate;
- B. To assist in coordinating the work of the Directorate with other Directorates of the Ministry, particularly the Project Affairs Directorate;
- C. To assist in the collection and compilation of data; the assessment and development of water resources; and the allocation of water resources among competing uses based upon proper water-use planning; and the conservation of water resources;
- D. To train Saudi colleagues in the skills and techniques necessary to carry out the responsibilities of the Directorate.

III. *Procedures*

A. The Senior Specialist will be assigned as soon as possible for an initial period of up to 2 months. During this period the additional personnel requirements will be identified in collaboration with the Director General of Water Resources.

B. The Senior Specialist will return to Washington to assist with recruiting and arrange to move his family to Riyadh.

C. Other specialists will be assigned as recruited.

D. Additional short-term assistance will be provided as requested and mutually agreed.

IV. *Personnel requirements*

A. It is estimated that the staffing requirements during the initial year will be as follows:

- 1) A Senior Specialist;
- 2) Four (4) Technical Specialists;
- 3) Six (6) man-months of short-term specialists.

B. The staff requirements as listed in A above, and any additional staff, will be assigned as mutually agreed.

ATTACHMENT D. ACTIVITY IMPLEMENTATION PLAN AL QASIM REGION

I. *Purpose*

The purpose of this activity is to provide the technical and professional staff to the Directorate in order to plan, direct and coordinate the development and implementation of regional program plans for development of regional agricultural resources.

II. Objectives

Consistent with its purpose, the objectives for this activity are:

- A. To assist in development of a regional program consistent with national policies and goals;
- B. To assist in developing guidelines to insure coordination and integration of regional and national plans and programs;
- C. To provide technical direction for implementation of agriculture, water and rural development programs in the region;
- D. To train Saudi colleagues in skills and techniques to discharge the responsibilities assigned to the Regional Directorate.

III. Procedures

A. The Senior Specialist for the region will be assigned as soon as possible for an initial period of up to 2 months. During this period the additional personnel requirements will be identified in collaboration with the Regional Director General.

B. The Senior Specialist will return to Washington to assist with recruiting and arrange to move his family to Saudi Arabia.

C. Other specialists will be assigned as recruited.

D. Additional short-term assistance will be provided as requested and mutually agreed.

IV. Personnel requirements

A. It is estimated that staffing requirements during the initial year will be as follows:

- 1) A Senior Specialist;
- 2) Four (4) Technical Specialists;
- 3) Six (6) man-months of short-term specialists.

B. The Senior Specialist will return to Washington to assist with recruiting and arrange to move his family to Saudi Arabia.

ATTACHMENT E. ACTIVITY IMPLEMENTATION PLAN

AL HASSA REGION

I. Purpose

The purpose of this activity is to provide the technical and professional staff to the Directorate in order to plan, direct and coordinate the development and implementation of regional program plans for development of regional agricultural resources.

II. Objectives

Consistent with its purpose, the objectives for this activity are:

- A. To assist in development of a regional program consistent with national policies and goals;
- B. To assist in developing guidelines to insure coordination and integration of regional and national plans and programs;
- C. To provide technical direction for implementation of agriculture, water and rural development programs in the region;
- D. To train Saudi colleagues in skills and techniques to discharge the responsibilities assigned to the Regional Directorate.

III. *Procedures*

A. The Senior Specialist for the region will be assigned as soon as possible for an initial period of up to 2 months. During this period the additional personnel requirements will be identified in collaboration with the Regional Director General.

B. The Senior Specialist will return to Washington to assist with recruiting and arrange to move his family to Saudi Arabia.

C. Other specialists will be assigned as recruited.

D. Additional short-term assistance will be provided as requested and mutually agreed.

IV. *Personnel requirements*

A. It is estimated that the staffing requirements during the initial year will be as follows:

- 1) A Senior Specialist;
- 2) Four (4) Technical Specialists;
- 3) Six (6) man-months of short-term specialists.

B. The Staff requirements as listed in A above, and any additional staff, will be assigned as mutually agreed.

ATTACHMENT F. ACTIVITY IMPLEMENTATION PLAN

PROJECT AFFAIRS

I. *Purpose*

The purpose of this activity is to provide technical and professional staff for planning, directing, coordinating, and controlling the development, improvement and administration of an effective and efficient project affairs program.

II. *Objectives*

Consistent with its purpose the specific objectives of this activity are:

- A. To assist in defining the purpose, scope and objectives of the several functions assigned to the Directorate of Project Affairs;
- B. To assist in coordinating the Project Affairs program with the other Directorates of the Ministry;
- C. To assist in the investigation, planning, design, construction, operation and maintenance of projects undertaken by the Directorate;
- D. To train Saudi colleagues in all aspects of the work of the Directorate.

III. *Procedures*

A. The Senior Specialist will be assigned as soon as possible for an initial period of up to 2 months. During this period the additional personnel requirements will be identified in collaboration with the Director General of Project Affairs.

B. The Senior Specialist will return to Washington to assist with recruiting and arrange to move his family to Riyadh.

C. Other specialists will be assigned as recruited.

D. Additional short-term assistance will be provided as requested and mutually agreed.

IV. *Personnel requirements*

A. It is estimated that the staff requirements during the initial year will be as follows:

- 1) A Senior Specialist;

- 2) Three (3) Technical Specialists;
- 3) Six (6) man-months of short-term specialists.

B. The staff requirements as listed in A above, and any additional staff, will be assigned as mutually agreed.

ATTACHMENT G. ACTIVITY IMPLEMENTATION PLAN

PLANNING AND ECONOMIC ANALYSIS

I. *Purpose*

The purpose of this activity is to provide professional staff for planning, directing and coordinating the development and administration of a national program of long-range agricultural and water planning and economic analysis and its implementation.

II. *Objectives*

Consistent with its purpose, the specific objectives of this activity are:

- A. To assist in identifying and defining the purpose, scope and objectives of the several functions assigned to the Planning and Economic Analysis Unit;
- B. To insure the coordination of the work of the Unit with other departments within the Ministry and the Ministry of Planning;
- C. Assist in the identification, gathering and compilation of the required data base to conduct economic analyses;
- D. Assist in planning and conducting a variety of economic analyses necessary to evaluate and effectively plan the Ministry's program.

III. *Procedures*

A. A Senior Specialist will be assigned as soon as possible for an initial period of up to 2 months. During this period the additional personnel requirements will be identified in collaboration with the Head of the Planning and Economic Analysis Unit.

B. The Senior Specialist will return to Washington to assist with recruiting and arrange to move his family to Riyadh.

C. Other Specialists will be assigned as recruited.

D. Additional short-term assistance will be provided as requested and mutually agreed.

IV. *Personnel requirements*

A. It is estimated that the staff requirements during the initial year will be as follows:

- 1) A Senior Specialist (Economist);
- 2) Three (3) Economists;
- 3) Six (6) man-months short-term economists.

B. The staff requirements as listed in A above, and any additional staff, will be assigned as mutually agreed.