## No. 17315

# UNITED STATES OF AMERICA and SAUDI ARABIA

Project Agreement for technical co-operation in establishing an Information Center. Signed at Washington on 3 May 1977

Authentic text: English.

Registered by the United States of America on 24 November 1978.

# ÉTATS-UNIS D'AMÉRIQUE et ARABIE SAOUDITE

Accord de projet de coopération technique en vue de la création d'un Centre d'information. Signé à Washington le 3 mai 1977

Texte authentique: anglais.

Enregistré par les États-Unis d'Amérique le 24 novembre 1978.

PROJECT AGREEMENT' BETWEEN THE MINISTRY OF FINANCE AND NATIONAL ECONOMY, GOVERNMENT OF THE KINGDOM OF SAUDI ARABIA, AND THE DEPARTMENT OF TREASURY, GOVERNMENT OF THE UNITED STATES OF AMERICA, FOR TECHNICAL COOPERATION IN ESTABLISHING AN INFORMATION CENTER

### Article I. SCOPE

By terms of this Agreement, the Department of the Treasury (Treasury) of the United States of America herewith agrees with the Ministry of Finance and National Economy (MFNE) of the Kingdom of Saudi Arabia to undertake a project to establish an Information Center within the MFNE which will be a repository for information in the areas of economics, finance, statistics, commerce, industrial resources, transportation, marketing and trade and to provide such other related services as shall be mutually agreed upon.

#### Article II. AUTHORIZATION

The 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,<sup>2</sup> which is hereby incorporated by reference and becomes a part of this Agreement.

#### Article III. GUIDE FOR SERVICES TO BE PERFORMED

The general parameters for the services to be performed under this project are set out in a report prepared for MFNE and Treasury under contract by a three-man Boston University team. This report, entitled "Needs Assessment Report and Operational Plan for the Development of an Information Center for the Ministry of Finance and National Economy", was presented to MFNE on February 27, 1977, and is hereby incorporated by reference to this Agreement. This Agreement will implement the recommendations of this report with such refinements as are agreed upon by MFNE and Treasury.

Services to be performed under this Agreement are:

- A. Expansion of MFNE's present information gathering and analyzing capabilities through:
  - 1. provision of U.S. economists, information specialists and other requested experts to work in MFNE to increase its capability to gather and analyze economic and financial information;
  - provision of requested materials, equipment, furnishings, books, periodicals, and non-print media to expand the usefulness of MFNE's present Information Center.

<sup>&</sup>lt;sup>1</sup> Came into force on 10 August 1977, i.e., after signature by the Parties and the deposit of the sum described in article IX, in accordance with article XII.

<sup>&</sup>lt;sup>2</sup> United Nations, Treaty Series, vol. 998, p. 209.

- B. Establishment of a new Information Center through:
  - 1. performance of architectural and engineering work, and construction management related to the establishment of a MFNE Information Center;
  - 2. provision of all requested equipment, furnishings, and supplies for such a Center including all necessary books, periodicals, and non-print media;
  - 3. provision of an interim U.S. staff to operate such a Center;
  - 4. provision of training programs for MFNE employees to enable them to take over operation of such a Center.

## Article IV. RESPONSIBILITIES OF TREASURY

Treasury will support this project by:

- A. Selecting personnel, institutions and firms to carry out this project. This selection process will be carried out solely on the basis of professional capability, experience and other like merit factors and will include:
- 1. recruiting and hiring personnel, including economists and information specialists for work in the MFNE;
- working with the Saudi Education Office in Houston and with appropriate U.S.
  Government agencies and U.S. universities to provide the MFNE names and
  pertinent information concerning Saudi citizens presently studying in the U.S.
  who would be appropriate candidates for employment in the MFNE in areas
  related to this project such as economics and information science;
- 3. providing for English language training for Saudi personnel scheduled for study in the U.S.;
- 4. providing for appropriate academic and practical training for Saudi personnel who are employed by the Center or who are to be selected to staff the Center;
- 5. contracting for architectural and engineering, construction management, and master planning and design services;
- 6. contracting for the purchase of equipment and materials for the Center;
- 7. contracting for consulting services as needed to promote the development of the project;
- 8. providing other services as appropriate.
- B. Monitoring the implementation of all phases of this project through the Office of the United States Representation to the Joint Commission in Riyadh, Saudi Arabia, and the Office of Saudi Arabian Affairs in Washington, D.C., U.S.A.
- C. Providing all necessary logistical support to U.S. Government personnel stationed in Saudi Arabia in connection with this project and assisting contractor personnel in obtaining such support.
- D. Designating an individual or individuals to be responsible for coordination between U.S. personnel under this project and MFNE, and

E. Supervising and reviewing the preparation and submission of reports required under this project.

## Article V. RESPONSIBILITIES OF MFNE

MFNE will support this project by:

- A. Designating an appropriate MFNE official to be responsible for coordination between U.S. personnel under this project and MFNE.
- B. Providing U.S. personnel with access to computer facilities and other relevant statistical data available to MFNE.
- C. Providing interpreter and translator services as needed.
- D. Providing secretarial and on-the-job logistical support.
- E. Providing other job related support services as are required from time to time to implement the smooth operation of a fully functioning Information Center.

#### Article VI

Arrangements for construction of the Information Center will be the subject of one or more amendments to this Project Agreement.

#### Article VII. COORDINATION

Coordination in Saudi Arabia of this project with other Joint Commission activities of the United States Government will be the responsibility of the Office of the U.S. Representation to the Joint Commission in Riyadh. The Office will also serve as the point of contact for all policy-related matters between MFNE and Treasury concerning this project.

## Article VIII. FORCE MAJEURE

If any party to this Project 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 acts 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, Treasury 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 IX. ESTIMATED BUDGET

Formal budgets will be submitted by Treasury to MFNE by year. The total cost for the first year of this project is estimated to be \$4,669,410. This estimate covers the following expenses:

Personnel Compensation and Benefits	\$ 409,060
Travel and Transportation	50,500
Housing*	1,183,000
Other**	3,026,850
TOTAL	\$4.669.410

- \* Contains \$700,000 in villa rents which will actually be utilized over a period of three years.
- \*\* Other is broken into the following major subcategories:

A.	A&E Project Management	\$1,653,750
В.	Training for MFNE Personnel	400,000
C.	Materials and Supplies	330,000
D.	Consulting and other Contracts	209,100
E.	Indirect Costs/Treasury Overhead	350,000
F.	Miscellaneous	84,000
		\$3,026,850

Budgets for subsequent activities under this project will be submitted to MFNE for approval at the earliest date. Included will be personnel staffing, training and support as well as construction costs as the project moves closer to completion of the Center.

#### Article X. DOLLAR TRUST ACCOUNT

The Government of Saudi Arabia has agreed to deposit in the dollar trust account in the United States Treasury established by the Technical Cooperation Agreement the sum of \$4,669,410 to cover the estimated costs for the first year's activities delineated in Article IX, above.

#### Article XI

To the extent permitted by U.S. law, Treasury will, upon request of the MFNE, keep confidential any information or data provided to it by the MFNE or generated as a result of the activities of Treasury pursuant to this Agreement.

#### Article XII. EFFECTIVE DATE

This Agreement shall become effective after signature by representatives of parties and after the deposit by the Government of Saudi Arabia of the sum described in Article IX, above, and shall remain in effect until terminated by the parties hereto in accordance with Article XIII, below, or the termination of the Technical Cooperation Agreement of February 13, 1975, whichever shall occur first.

### Article XIII. 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 XIV. RESOLUTION OF DIFFICULTIES

Treasury and the MFNE shall consult, upon request of either party, regarding any matter related to the terms of the Agreement, and shall endeavor jointly in a spirit of cooperation and mutual trust to resolve any difficulties or misunderstandings that may arise.

Government of the Kingdom of Saudi Arabia:

[Signed]

MUHAMMAD ABALKHAIL

Minister of Finance and National Economy Ministry of Finance and National Economy

Date: May 3, 1977

Government of the United States of America:

[Signed]

W. MICHAEL BLUMENTHAL Secretary, Department of Treasury

Date: May 3, 1977