

No. 18621

**UNITED STATES OF AMERICA
and
SAUDI ARABIA**

**Project Agreement for technical co-operation in executive
management development. Signed at Djidda on 18
November 1978**

Authentic text: English.

Registered by the United States of America on 18 April 1980.

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

**Accord concernant un projet de coopération technique en
vue d'améliorer la gestion administrative. Signé à
Djedda le 18 novembre 1978**

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 18 avril 1980.

PROJECT AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE KINGDOM OF SAUDI ARABIA AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA FOR TECHNICAL COOPERATION IN EXECUTIVE MANAGEMENT DEVELOPMENT

Article I. SCOPE

The Department of the Treasury (Treasury) of the United States of America hereby agrees with the Ministry of Finance and National Economy (MFNE) of the Kingdom of Saudi Arabia to undertake a project (the project) to develop the executive and managerial effectiveness of selected senior Saudi Arabian Government officials.

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, 1975,² which is hereby incorporated by reference and becomes a part of this Agreement.

Article III. OBJECTIVES OF THE PROJECT

The project will provide an opportunity for senior Saudi Arabian Government officials to:

1. Enhance their executive and managerial skills in fields such as planning, organization, personnel administration, and budget and fiscal management;
2. Learn the latest techniques in their specialized fields through on-the-job training and interchange of ideas and experience with counterparts in U.S. Government departments and agencies;
3. Broaden their knowledge of the economic and social influences on government administration;
4. Observe how government administrators in the United States draw upon the resources of academic institutions, private research institutes, business associations, and other non-governmental organizations to improve government programs.

The project will provide an opportunity for the participants to learn through special programs which will include close interchanges with senior U.S. government officials and leaders in the U.S. private sector and workshops and visits to institutions in the United States.

The programs in the project will be conducted on an individual and group basis, with each program tailored to fit the particular needs of the individual or group participating in the program.

It is anticipated that for the first program a group of Saudi Arabian participants will come to the United States for a period of time deemed appropriate.

¹ Came into force on 4 March 1979, upon the deposit of the sum described in article IX, in accordance with article X(A).

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

Article IV. SELECTION OF PARTICIPANTS

MFNE will select the participants for each program.

Selection of Saudi Arabian participants will be based primarily upon the following criteria:

1. Current and potential future responsibilities of the official;
2. Requirements of the position held by the official for the skills and knowledge to be offered by the program contemplated; and
3. Ability of the official to contribute to discussions and other aspects of the program contemplated.

Article V. RESPONSIBILITIES OF TREASURY

With respect to the project, Treasury shall

- (1) Design, in consultation with MFNE, programs to be offered to the participants;
- (2) Select U.S. Government personnel and private contractors to carry out the programs. Selection will be made solely on the basis of professional capability, experience and other like merit factors; and
- (3) Monitor the implementation of all phases of the project.

Article VI. COORDINATION

Treasury and MFNE will each designate an individual to be responsible for coordinating the implementation of programs under the project.

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

Article VII. "FORCE MAJEURE"

The term "force majeure" means acts of God, acts of a public enemy, war, civil disturbances, and other similar events not caused by nor within the control of the parties. 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 the continuance of such inability. During the period of suspension of performance caused by *force majeure*, Treasury may continue to pay normal costs of maintaining project personnel 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 VIII. ESTIMATED BUDGET

Individual budgets will be submitted by Treasury to MFNE for each program. These budgets will be composed of the following cost items:

- Domestic U.S. travel for participants,
- Escort services,
- Consultants and special programming,
- Contractor services.

Article IX. DOLLAR TRUST ACCOUNT

The Government of the Kingdom of Saudi Arabia will deposit in the Trust Account the sum of \$100,000 to initiate activities under the project.

Article X. ENTRY INTO FORCE, AMENDMENT, EXTENSION AND TERMINATION

(A) This Agreement shall become effective 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 Paragraph (C) below, or the termination of the Technical Cooperation Agreement of February 13, 1975, whichever shall occur first.

(B) This Agreement may be amended or extended by mutual agreement in writing.

(C) This Agreement may be terminated by either party notifying the other 60 days in advance in writing.

(D) All questions related to this Agreement arising during its term shall be settled by the parties by mutual agreement.

DONE at Jeddah, Saudi Arabia, this 18th day of November, 1978.

United States of America:
W. M. BLUMENTHAL
Department of the Treasury

Kingdom of Saudi Arabia:
MOHAMMAD ABA AL-KHAIL
Minister of Finance
and National Economy