

AGREEMENT

Between

THE EMBASSY OF SWITZERLAND

and

THE MINISTRY OF STATE FOR ENVIRONMENTAL AFFAIRS

THE EGYPTIAN ENVIRONMENTAL AFFAIRS AGENCY

on

The scope of

The Hazardous Wastes Information and Management System

Having regard to the friendly relations between the two countries,
desiring to strengthen these relations and to extend the objectives of the project of
establishing a "Hazardous Wastes Information and Management System"

The Embassy of Switzerland

And

The Ministry of State for Environmental Affairs The Egyptian Environmental Affairs Agency "EEAA"

have agreed as follows

Article 1

Project description

The Project aims at continuing, developing and strengthening of a sound management of hazardous wastes. Its objective is to enforce and continue providing guidelines and information for the purpose of ensuring safe handling and by disseminating such information through an information network. The detailed description of the project in the project document is annexed to this Agreement and forms an integral part of it.

Article 2

Project management

The project will be conducted jointly by the and the Swiss Embassy in Cairo as representative of the Swiss Agency for Development and Cooperation (SDC), through an Egyptian Private Business Company. EEAA will be responsible for System Acceptance .

Article 3

Contribution of the Swiss side

- 3.1 The Swiss Embassy, on behalf of the SDC, will:
- Commit, in the form of a non-reimbursable grant, an amount of CHF 760'000
 - (Seven Hundred Sixty Thousands Swiss Francs)
 - Cover the expenses of a Swiss consultant for the total duration of the project
 - (these expenses are not included in the total amount of CHF 760'000)

Article 4

Contribution of the Egyptian side

- 4.1 For the implementation of the project, EEAA will:
- Implement the different groups of activities listed in the project description (Annex No.1)
 - Cover its additional local cost amounting approximately to EGP 1'030'000
 - (One Million Thirty Thousands Egyptian Pounds)
 - Offer space and equipment as specified in the Project document (Annex No. 1)

- Establish Co-operation Protocols between EEAA and the Ministries participating in the implementation of the Project.
- Submit to the SDC, through the Swiss Embassy in Cairo, reports as specified under Article 6 of this Agreement.

Article 5

Administration and Disbursements

5.1 By signing this Agreement, the Swiss part undertakes, as mentioned in Article 3, to finance the Second Phase of the project of Hazardous Wastes Information and Management System. The disbursement of funds from the Swiss Embassy to the EEAA regarding this project is based on the attached project document and will take place according to the following plan:

- CHF 200'000.-- after receipt of the signed contract
- CHF 100'000.-- after receipt of a progress report and financial statement showing all activities and expenses during the period of January 1, 2003 , June 30, 2003
- CHF 100'000.-- after receipt of a progress report and financial statement showing all activities and expenses during the period of January 1, 2003 , December 31, 2003
- CHF 200'000.-- after receipt of a progress report and financial statement showing all activities and expenses during the period of January 1, 2003 , March 31, 2004
- CHF 100'000.-- after receipt of a financial statement showing all activities from April 1, 2004 – September 30, 2004
- CHF 60'000.-- after receipt of a progress report and a financial audited statement showing all activities during the whole period from January 1, 2003 , March 31, 2005

Article 6

Monitoring and Reporting

6.1 EEAA will prepare and submit to the SDC, through the Swiss Embassy in Cairo, the following specified reports for each of the three stages of the project:

- An initial report which will cover the progress implementation of each of the stages of the project and which will be presented at the middle periods of execution of each of the stages.
- A second progress report at the end of the defined periods of each of the stages mentioned in Annex 1.
- A conclusive assessment report will also be presented by EEAA to the Swiss side at the end of the project.

Each of these reports will review the planned activities and objectives (as detailed in the project document), evaluate the indicators listed in the project document and comment on the degree of success in achieving the objectives.

For each of the two stages a financial report will be submitted from EEAA to the Swiss Embassy. The Swiss Embassy will commission an external audit of the project accounts at the end of the 36 months.

Article 7

Special Provisions

- 7.1 The goods, materials, machinery, equipment and any commodities procured in or imported into Egypt under this Agreement for the purposes of the Project shall be at the exclusive disposal of the Project and become the property of the Egyptian Environmental Affairs Agency upon completion of the Project.
- 7.2 EEAA shall arrange with the competent authorities and in accordance with Egyptian laws and regulations for the exemptions from custom duties for all goods, materials, machinery, equipment and any other commodities imported for the purpose of implementing this project. For the purpose of compatibility with the existing network, ease of installation and upkeep, such goods, materials, machinery and equipment will be locally purchased, unless impossible.
- 7.3 EEAA shall provide the personnel of the consultant with easy access to the sites and documents related to the activities under this Agreement, as per Egyptian laws and regulations.

Article 8

Consultations

- 8.1 The project partners shall fully cooperate with each other to ensure the achievement of the Project's objectives. As and when the need arises the partners will, at the request of either partner,
 - exchange views through their representatives with regard to the performance of their respective obligations under this Agreement, the administration of the Project and the operations financed under the Project;
 - provide to the other partner all such information as it shall reasonably request with regard to the execution of the Project and the operations financed under the Project.
- 8.2 The project partners shall promptly inform each other of any condition which interferes, or threatens to interfere with the accomplishment of the purpose of the Project or the fulfillment by either of them of their obligations under this Agreement.
- 8.3 The project partners shall take all other necessary steps to facilitate the smooth implementation of the Project.

Article 9

Respect for democratic principles

9. Respect for democratic principles and fundamental human rights as set out in particular in the Universal Declaration of Human Rights inspires the internal and external policies of the two parties and constitutes an essential element on an equal footing with the objectives of the present Agreement.

Article 10

Anti-Corruption Clause

10. The contracting parties share a common concern in the fight against corruption which jeopardizes good governance and the proper use of resources needed for development, and, in addition, endangers fair and open competition based on price and quality. They declare, therefore, their intention of combining their efforts to fight corruption and, in particular, declare that any offer, gift, payment, remuneration or benefit of any kind whatsoever and considered as an illegal act or corrupt practice has not been nor will be made, directly or indirectly to any person whomsoever in view of the award or execution of the present agreement. Any act of this kind constitutes sufficient grounds to justify annulment of the present Agreement, the procurement or resulting award, or for taking any other corrective measures foreseen by applicable law.

Article 11

Final provisions

- 11.1 Disputes as to the interpretation or application of the provisions of the present Agreement shall be settled by diplomatic negotiations between the Contracting Parties.
- 11.2 If the essential elements to which Article 9 refers are not respected, either or both of the parties may take appropriate measures. Before doing so, save in cases of special urgency, the party taking measures shall provide the other party with all the information necessary for a thorough examination of the situation with a view to finding a solution. In the selection of measures, priority must be given to those which least disturb the functioning of this Agreement. Such measures shall be notified immediately to the other party.
- 11.3 For the purposes of the correct interpretation and practical application of the present Agreement, the parties agree that (special urgency) in the sense of paragraph 1 of the present article shall exist if one of the parties commits a grave violation of any essential element or objective of the Agreement to which article 9 refers.
- 11.4. If a party considers that the aims of the present Agreement can no longer be achieved or that the second party is not meeting its obligations, the other party shall have the right to terminate the present Agreement by giving three months written notice of termination.
- 11.5 In case of premature termination of the Agreement or at the end of the project, any remaining funds including any interest that may have been earned on SDC's contribution, shall be returned to SDC

- 11.6 The present Agreement shall come into force on the date of its signature by both parties and will remain in force for a period of 27months, unless terminated by either partners by means of written notice given at least 6 months in advance.
- 11.7 Both partners may review or amend or add any articles by mutual written consent.

Place & date:.....

For the
EMBASSY OF SWITZERLAND

For the
**MINISTRY OF STATE FOR
ENVIRONMENTAL AFFAIRS
Egyptian Environmental
Affairs Agency**