

Ministry of International Cooperation European Cooperation Sector

Mich 2014.

Subject: The project of Supporting the Egyptian Cultural Heritage through the logistic intervention to move and preserve the Ramesside tomb in favour of the Ministry of State for Antiquities.

Dear Dr. Marcialis,

With reference to the above mentioned subject, kindly find attached a signed original copy of the said project agreement.

It would be highly appreciated if you could take the necessary actions in this concern.

Assistant to the Minister for European Affairs Maranan Pada Ambassador / Marwan Badr

To : Dr. Igor Marcialis Italian Expert, Commodity Aid Programme Italian Embassy

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PROJECT IMPLEMENTING AGREEMENT

between

THE JOINT MANAGEMENT COMMITTEE OF THE ITALIAN COUNTERPART FUND OF THE COMMODITY AID PROGRAMME

and

THE MINISTRY OF STATE FOR ANTIQUITIES OF THE A.R. OF EGYPT

The present project implementing agreement, hereinafter referred to as "the Agreement", is signed between the Joint Management Committee of the Italian-Egyptian Commodity Aid Programme, thereinafter referred to as "the Committee", and the Ministry of State for Antiquities of the A.R. of Egypt, hereinafter referred to as "the Beneficiary".

- WHEREAS On 28.01.2014 at a meeting held at the Ministry of International Cooperation of the A.R. of Egypt, the Person in Charge of the Commodity Aid Programme, following a request from the Ministry of Antiquities, proposed the approval for funding of 4,000,000 Egyptian Pounds for supporting and promoting the preservation of the antique Egyptian cultural heritage by contributing to protect the Ramesside Tomb of Tell el-Maskhuta, and with letter no. 010/CA dated 28.01.2014 the Italian Expert of the same Programme confirmed the eligibility of the allocation as member of the Joint Management Committee;
- WHEREAS following the competition of the allocation budget for funding the project in favour of the Ministry of Antiquities, with letter no. 103+A dated 06.02.2014, the Ministry of International Cooperation requested the Embassy of Italy to confirm the approval of the allocation as required by the Executive Agreement signed in Cairo the 12th of May 1994, and with letter no. 438 dated 19.02.2014 the allocation of 4,000,000 Egyptian Pounds has been confirmed;
- WHEREAS the Agreement originates from the regulations stated in the annex no. 10 to the Italian-Egyptian Executive Agreement signed in Cairo the 12th of May 1994, named "Standard Text of the Agreement for the Management of the Italian Counterpart Funds, between the Government of the Republic of Italy and the Government of the Arab Republic of Egypt beneficiary of a "Commodity Aid" grant";
- WHEREAS the Project Application Form, submitted by the Beneficiary, is herein attached as it constitutes part of the Agreement. The document named Guidelines, adopted by the Management Joint Committee, and delivered to the Beneficiary, constitutes part of this Agreement and commits the Parties to respect its provisions.

now therefore, the Committee and the Beneficiary hereto agree as follows:

1. Object of the Agreement

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The object of the present Agreement is regulating the utilization of the Italian Counterpart Fund allocation for implementing the project of supporting and promoting the preservation of the antique Egyptian cultural heritage by contributing to protect the Ramesside Tomb of Tell el-Maskhuta, including management, logistic and related preservation and conservation activities.

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2. Agreement Value

The total contribution of the Italian Counterpart Funds of the Italian-Egyptian Commodity Aid Programme to the Project amounts to EGP: 4,000,000 (one million) corresponding to the 100 % of the project overall budget.

3. Disbursements of the grant

3.1 Procedures for transferring the funds

The first instalment, covering the first budget semester as shown in the Financial Plan attached to the Project Document, amounting to EGP: 2,000,000 (two million), will be transferred upon signature of the present Agreement after the Beneficiary has opened a special bank account for this purpose named "Ministry of State for Antiquities - ICF", dedicated exclusively to the Commodity Aid Program's counterpart funds.

The subsequent instalments will be paid upon submission by the Beneficiary of a written request accompanied by the following documentation, according to Guidelines and official formats:

- 1. Bank statement in headed letter of the bank;
- 2. Progress Report and List of expenses;
- 3. Declaration of compliance of all disbursements with the approved plan;

Any technical or financial modification to the annexes of The Agreement should be clearly indicated in the above mentioned documentation and explained with appropriate justifications, for consideration and evaluation.

3.2 Method of payment

After all the commitments have been fulfilled, and upon approval of the documentation in clause 3.1, the Committee, through the Person in Charge, shall transfer the funds to the bank account referred in clause 3.1 of the Agreement.

4. Commitments and Responsibilities of the Beneficiary

4.1 Project Management

The Beneficiary is committed to appoint and to inform the Committee about the names of the Project Director with power of attorney to act on behalf of the Beneficiary, as well as of the Financial Officer. All official documentation issued by the Beneficiary shall be signed/authenticated by the Project Director.

4.2 Monitoring and Reports

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The Beneficiary must facilitate at any moment, upon request, the monitoring activities to be carried out by the Committee.

On a semi-annual basis the Beneficiary shall submit to the Committee a Technical and Financial Progress Report with related annexes (according to attached format) indicating in details the activities' progress, the results, and the relevant expenditures of the semester. The Committee will consider this document, based on the analysis and the recommendations of both Parties.

Based on the Parties' recommendations or external audit reports, the Committee has the right to reject any disbursement that does not match with the approved plan. The disbursements not approved by the Committee will not be considered as a part of the overall project disbursement and will be deducted from the next instalment or, whereas deemed necessary, refunded to the Italian Counterpart Funds Bank Account.

In case the Progress Report is not approved by Committee, or is not submitted in due time, the subsequent instalment shall be delayed until the Report is submitted and approved.

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Within one month from the final date of the Agreement, the **Beneficiary** is committed to submit a Final Report according to attached formats.

The Committee reserves the right to inspect the progress of the Project, also with onsite inspections, at any time without any request of Authorization with respect of the applicable law.

4.3 Visibility

In order to guarantee an adequate visibility to the Italian-Egyptian Commodity Aid Programme, the Beneficiary is committed to respect the visibility regulations which are provided by the Committee through the Guidelines.

4.4 Property of Project assets

The property of the assets purchased through the granted allocation regulated by the Agreement, are subject to final decision of the Committee which shall carry out an official hand-over upon conclusion of the project. In this regard, the Beneficiary is committed to respect inventory rules and any other guidelines and procedures which are provided by the Committee.

4.5 Financial guidelines

The official currency of the Italian Counterpart Fund is the Egyptian Pound (EGP): documentation in currencies other than EGP will not be considered.

Whether the Beneficiary, directly or through an Implementing Agency, adopted other currencies, other than the Egyptian Pound, it would be the sole responsibility to bear any possible loss due to the exchange rate fluctuations and to report to the Committee in EGP only.

Any amount earned through the utilization of the granted allocation, i.e. bank account interest, time deposits, penalty charges gained for delays in tender, supply, payments, etc., should be clearly reported in the semi-annual report joint with an allocation proposal for the purpose of the Agreement. The above mentioned amount shall either be (a) deducted from the approved total expenditures and the balance remaining return to the Italian Counterpart Fund, or (b) added to one or more budget expenditures subject to approval of the Committee.

The Egyptian laws and regulations shall apply for any procurement, recruitment or tender.

At the end of the Project, any unspent balance and all disbursements not being approved by the Committee, shall be refunded to the Italian Counterpart Funds' bank account.

In case any of the above mentioned commitments are not respected, the Committee reserves the right to suspend the transfer of the instalments, as well as to withdraw the Grant. Any further action will be enhanced through legal or diplomatic channels upon Committee's evaluation.

5. Duration of the Agreement

The Agreement remains valid for all the duration of the Project and in any case until all the instalments disbursed are spent by the Beneficiary for approved expenditures by the Committee or reimbursed to the Committee.

6. Entry into force, Termination, Disputes

- This Agreement shall enter into force upon the signature of the present document by all concerned parties.
- The Project commencement date will be the first working day after transferring the first instalment to the Project's bank account of the Beneficiary.
- The Agreement may be amended after mutual consultation of the concerned parties, subject to approval of the Committee to be confirmed by exchange of letters.

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- Any dispute between all concerned parties related to the interpretation or application of the Agreement, shall be settled by means of amicable consultation. Should the above consultation fail, the Committee will decide accordingly by means of diplomatic channels which may include the right to terminate the Agreement.
- The Committee cannot under any circumstances or for any reason whatsoever be held liable of any sort of action carried out in connection with the implementation of the Project. The Committee cannot therefore accept any claim for compensations or increases in payment related to delays or to any other action undertaken by the Beneficiary.
- All official communications from the project's Director to the Committee should be written in the English language to the following addresses:

Egyptian party of the JMC European Cooperation Sector of the Ministry of International Cooperation 8, Adly Street 5th floor, Down town, Cairo Italian party of the JMC Commodity Aid Programme Office Embassy of Italy in Cairo 1081 Corniche el Nile 4th floor, Garden City, Cairo

In witness whereof, the Beneficiary and the Committee sign the Agreement in four originals of identical value.

THE JOINT MANAGEMENT COMMITTEE:

Government of the A. R. of Egypt, Ministry of International Cooperation. The Person in Charge of the Commodity Aid Programme, Amb. Marawan Badr Place: Cairo, Egypt, Date: 10 MAR 2014 signature:

Embassy of Italy in Cairo, the Italian Expert of the Commodity Aid Programme, Dr. Igor Marcialis Place: Cairo, Egypt, Date: 1 0 MAR 2014 signature:

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THE BENEFICIARY:

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Government of the A. R. of Egypt, Ministry of State for Antiquities, Dr. Hisham El-Leithy Place: Cairo, Egypt, Date 1 () MAR 7012 ignature:

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COMMODITY AID PROGRAMME APPLICATION TO **COUNTERPART FUNDS**

Project title		g and promoting the preservation of the antique Egyptian eritage by contributing to protect the Ramesside Tomb of skhuta					
Brief Project Description	a conserve only Rame the enviro initiative of cultural h hazards. scientific of The initia purposes, of the Italia a direct ef terms of u area. The while the named "C Dr. Gius supervisio	bution shall bear the management and the logistic costs of vation project in lower Egypt, which includes moving the esside tomb therein discovered, in order to preserve it from onmental dangers (beneath aquifer, railway etc.). The will protect the structure and its historical, artistic and eritage, already damaged and threatened by the said The project will allow moving the tomb for the purpose of research and preservation of the assets therein contained. ative is also aimed at pursuing touristic development consistent with the socio-economic development targets an Cooperation in Egypt. In fact, this intervention will have effect of attracting tourists, with also relevant impacts in use of local labour workers, in an economically depressed Ministry of Antiquities is the beneficiary of the said funds, implementing entity is the Italian archaeological mission CNR – Multidisciplinary Egyptological Mission", headed by eppina Capriotti Vittozzi, in cooperation and under on of the Supreme Council of Antiquities of Egypt, and with hage of the National Research Council of Italy (CNR).					
Category of proposed initiative listed by Priority (1, 2, 3 etc.)	Environment - Initiative Int Dreservati						
	No	2. Women - Promotion of the social role of women. (Please give details).					
	Yes	3. Social - Initiative with socio-economic priority requirements. (The initiative is aimed at preserving the antique-Egyptian cultural heritage which is a main factor for the economic development of Egypt, and it also includes training of specialized labour workers. The initiative will fund the resources to hire employees for preserving Egyptian antiquities, with benefits in terms of creating job positions in a depressed area and new job opportunities after the shifting and restoration of the said antiquities).					
	Yes	4. Italian Cooperation projects - Local costs referred to bilateral cooperation initiatives and\or Projects financed by the Italian Government (The initiatives lays its basis on the cooperation between the SCA and the Italian Cooperation, within the Italian-Egyptian Commodity Aid Programme, for preserving the ancient cultural heritage with particular reference to the ongoing operations at Saqqara Necropolis where the said Programme already funds the preservation of other tombs from aquifers).					

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	Yes	5. Emergency projects - Participation to interventions within the framework of emergency situations. (The initiative includes an emergency logistic intervention to move the Ramesside tomb from its present location to a safer new one. In order to prevent its devastation by the environmental dangers which are severely threatening its preservation to future generations).						
	No	6. Special Funds - Participation to "special funds" of the Government of the A.R.E. aimed at reducing social effects due to the application of economic programmes of public expenditure planning or to the application of the current Structural Adjustment programmes. Agreed in advance with the Embassy of Italy.						
Location (zone/ city/ Gov/etc.)	Tell el-M	askhuta, Ismailia						
Duration (in months)	12 month	าร						
Specific Objective	Supporti	ng and preserving the ancient Egyptian cultural heritage						
Beneficiary	Ministry of State for Antiquities							

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Ministry of state for Antiquities Italian Counterpart Fund of the Commodity Aid Programme

Supporting and promoting the preservation of the antique Egyptian cultural heritage by contributing to protect the Ramesside Tomb of Tell el-Maskhuta

no.	Description	months	Quantity	EGP per unit	Total amount in EGP
1	Training for labour workers on logistics and preservation				350,000
)	Professional training on consolidation, restoration, archaeology and architecture			350,000	
2	Logistic operations, architectural and engineering activities				2,800,000
	Site preparation and excavation works			400,000	
	Restoration and consolidation			800,000	
	Removal and placement			1,200,000	ş
	Documentation and multimedia presentation		50.07	400,000	
3	Research and monitoring activities before and after shifting				400,000
	Executive planning and working drawings			200,000	
	Technical and scientific support activities			200,000	
4	Logistic operations at the mission camps				400,000
	Accommodations, logistic costs for camp personnel, and other running costs			400,000	
5	Camp tools (assets to be inventoried) and consumables for operation activities			50,000	50,000
Gra	nd total				4,000,000

Budget Proposal

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Financial Budget

Ministry of State for Antiquities - Project: Supporting and promoting the preservation of the antique Egyptian cultural heritage by contributing to protect the Ramesside Tomb of Tell el-Maskhuta

		Quantiti es	Price p/unit	Sub totals	Grand tota
01.00	Protection of the Environment	_			
01.01	Farming and agriculture			121	
01.02	Industrial related activities				(<u></u>
01.03	Prevent and minimize pollution damages				
01.04	Dumps and latrines		-	-	_
01.05	Water treatment and water supply			200	
01.06	Disposal of urban waste		120		
01.07	Training on protection of Environment	1 - 1	-		
01.08	Other Environment-protection costs	-		(-):	-
02.00	Socio-economic initiatives			1	3,150,00
02.01	Education and Health care Institutes		32)		
02.02	Laboratories and research centres		-		2
02.03	Surveys and nutritional monitoring	2	1000 - 1000 -	12	
02.04	Agriculture and livestock			27	
02.05	Small commercial activities				
02.06	Self-sustainable family-income				
02.07	Primary and secondary health care				
02.08	Control for specific diseases				-
02.09	Vaccinations and prevention			-	-
02.10	Initiatives for people with disabilities		-	-	-
02.11	Social and psychosocial support			-	
02.12	Support to school-level education			-	-
02.12	Hygiene and Health education			2 5 1) 4.1 m	
02.14	Genealogic tracing and family support			25)	
02.14	Family planning		-		
02.15			-	-	
02.10	Training on Socio-economic activities				350,00
02.17	Training for labour workers on logistics and preservation	1	350,000	350,000	
02.17	Other Socio-economic-related costs			1010000000	2,800,00
03.00	Logistic operations, architectural and engineering activities	1	2,800,000	2,800,000	
	Other activities				400,00
03.01	Incentives to local staff	-	3 9 3	-	
03.02	Specialized training for staff	-		(-)	-
03.03	Research, monitoring and information				400,00
	Research and monitoring activities before and after shifting	1	400,000	400,000	
03.04	Fuel for heating and food preparation	· ·	•	•	5
03.05	Hygienic and educational items	· · ·	-	6	3
03.06	Distribution, storage and guarding		22	-	
03.07	Other accessory activities	-			
04.00	Running costs				450,00
04.01	Cleaning and general office expenses		-	<u>~</u>	94 1
04.02	Insurance costs		3 - -2	×	-
04.03	Logistics and transportation				400,00
1211120	Logistic operations at the mission camps	1	400,000	400,000	
04.04	Small office equipment and consumables				50,00
12000000	Camp tools and consumables for operation activities	1	50,000	50,000	
04.05	General Administrative costs		-	-	
04.06	Other running costs	1	22	2	

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		Tot. project	1 st month	2 nd month	messide T 3 rd month	4 th month	5 th month	6 th month	7 th month	8 th month	9 th month	10 th month	11 th month	12 th month
		1		z monu				1	7 1101101					
	ursements	4,000,000	2,000,000		-	•		2,000,000	-	-	· ·	-	-	-
05.00	Grant from the Italian Cooperation	4,000,000	2,000,000	-				2,000,000		-	9 9 5	•		-
06.00	Funds provided by the Beneficiary			-1	÷ 1	-	-		<u>-</u>	2 4 3	-		-	-
07.00	Funds donated by other donors			5	Бс.	8			(7 .)	675	1990 (i 3
08.00	Interest accrued in the bank account	-	-	-		× .	-		3 - 2	2 4 0		•		-
09.00	Other inflows (to be specified)	-	1.52					5	5.1	87%, j	· · · ·	7.52	51	
Disb	oursements	4,000,000	445,000	25,000	15,000	30,000	725,000	1,425,000	790,000	85,000	75,000	75,000	225,000	85,00
01.01	Farming and agriculture		-	1	-		-	-	-	-		-	÷.	-
01.02	Industrial related activities				-		-	-		280	8.50		-7	-
01.03	Prevent and minimize pollution damages	-	1. A.	-	· · .	-	-		÷	240				-
01.04	Dumps and latrines		12.5			-			2	(2)	.*.			i -
01.05	Water treatment and water supply	.+	-		*		-		÷	:*C			-	-
01.06	Disposal of urban waste	<u>a</u>	-	-		-	i i i i i i i i i i i i i i i i i i i		<u>_</u>	•	-	-	-	8
01.07	Training on protection of Environment		10 0 - 11			-	-	~		27.2	8 8	200		•
01.08	Other Environment-protection costs	-							<i></i>		1991	-	12	-
02.01	Education and Health care Institutes		8 5 8	(B) (5		-		2	6.50	8.50		-
02.02	Laboratories and research centres	1	-		~	- ×	-	- 1	-			S R (1.)	063	j =
02.03	Surveys and nutritional monitoring	а 1	22	-	-		-	-	÷ .	-	1.0	220	121	-
02.04	Agriculture and livestock	·	87 - 1		• •	2	~				(2))		s. 2 3 5	
02.05	Small commercial activities		· · ·	-	(#3) ()		19 8 5							
02.06	Self-sustainable family-income		5	-	2	•			1					
02.07	Primary and secondary health care			-	5	-	8		1987	1.00 C		5		
02.08	Control for specific diseases	9 (i	-	-		-	-	-	-	-	-	(4)		-
02.09	Vaccinations and prevention	5	056	100	1.52	10	2			-	258	1.75	10.5	-
02.10	Initiatives for people with disabilities			-		-	•			:) (•) (•)	-
02.11	Social and psychosocial support	÷	242	1990 - 1990 - 1990 - 1990 - 1990 - 1990 - 1990 - 1990 - 1990 - 1990 - 1990 - 1990 - 1990 - 1990 - 1990 - 1990 -	12	043	-		-			1119 1	9. awa	1
02.12	Support to school-level education		•	~						17	683		8 2 1	
02.13	Hygiene and Health education	•	•	-	(- 2			-		-		-	· · ·	-
02.14	Genealogic tracing and family support	े । ।		•	•		•	•				•	3•1 1	1
02.15	Family planning	× .	•	(**)	-		-			× .	66 L	(#)?		
02.16	Training on Socio-economic activities	350,000	250,000		-	-			-	-	-		100,000	
02.17	Other Socio-economic-related costs	2,800,000			(1 7)		500,000	1,300,000	700,000	60,000	60,000	60,000	60,000	60,00
03.01	Incentives to local staff			-	-	-	•	-	-		-			-
03.02	Specialized training for staff							-	sere See	neas Jaco				-
03.03	Research, monitoring and information	400,000	135,000	15,000	15,000	15,000	115,000	15,000	15,000	15,000	15,000	15,000	15,000	15,00
03.04	Fuel for heating and food preparation	-	-	-		-	-	-	-	•	-		•	3 *
03.05	Hygienic and educational items			575 ₁₀	276		10	5	~		्र	18.5	6 7 5	7,75
03.06	Distribution, storage and guarding		-			-				-			•	(+)
03.07	Other accessory activities		-	•	•	-	•	ð	÷	5		:*::	•	
04.01	leaning and general office expenses			-		-	-		-					
04.02	Insurance costs	REAL STREET TO A STREET TO A STREET AND A STREET		-		-	-	-		-		-		
04.03	Logistics and transportation	400,000	50,000	10,000		10,000	100,000	100,000	70,000	10,000			40,000	10,00
04.04	Small office equipment and consumables	50,000	10,000	1000		5,000	10,000	10,000	5,000	172		÷	10,000	1
04.05	General Administrative costs		-	-	-	-	•	5 E	-		5	-	-	
04.06	Other running costs	•	181	196		596 J	3** 1	•		ō .		्र	×.	
Open	ing cash balance	2,000,000												
			4 666 000 1	4 620 000 1	A	4 495 000	760 000	4 995 999	ELE DOD T		205 000 1	240.000	05 000 1	7.00.00
Closi	ng cash balance		1,555,000	1,530,000	1,515,000	1,485,000	760,000	1,335,000	545,000	460,000	385,000	310,000	85,000	

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Italian-Egyptian Commodity Aid Programme

Logical Framework	Supporting and p	romoting the preservation of the an	tique Egyptian cultural heritage by contril	buting to protect the	Ramesside Tomb o	f Tell el-Maskhuta	
Overall Objectives	Specific Objectives	Expected Results	Activities	Indicators for Results	Means of Verification for Indicators	Assumptions	Hampering circumstances
			Executive planning and working drawings	Professional acquired and blue-print ready	Inspections and engineering reports	Service included in the TOR of the hired engineer	security authorization
		The camp is prepared and poperly equipped, and the staff is trained	Professional training on consolidation, restoration, archaeology and architecture	Training properly carried out on site	Survey and training reports	The training is on site and on the job only	
1			Procurement of camp tools, administration of logistics and consumables	Equipment and services are acquired	Inspections and admin reports	Assets report done for later handover to SCA	
The initiative is	Protecting and		Site preparation and excavation works	Site prepared and excavations done	Site assesment & progress reports	Environmental & security procedures are respected	potential geological impediments
aimed at preserving the Egyptian	preserving the Ramesside Tomb of	The site is ready for restoration, consolidation and removal activities	Technical and scientific support activities	The technical support is present and effective	Coordination and mission reports	Supervisors and experst are present on site	
antique heritage	Tell el-Maskhuta		Restoration and consolidation	Manucafts are restored and preserved	Inspections and engineering reports	No damages are caused by the mission	potential geological impediments
			Removal	The tomb is removed	Inspections and mission reports	No damages are caused by the mission	potential geological impediments
		The tomb is succesfully removed and preserved at the new destination	Placement	The tomb is placed	Inspections and mission reports	Proper selection of the new site with no damages	
			Documentation and multimedia presentation	Presentations and document are prepared	Final report is approved and promoted	Scientifc publications and research excluded	

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Applicant name		Ministry of State for Antiquities - A. R. of Egypt																				
Location		Cairo	Title						e Supporting and promoting the preservation of the antique Egyptian cultural heritage by contributing to protect the Ramesside Tomb of Tell el-Maskhuta													
		Working Pla	an				_															
Specific targets		Activities		nonti 1	1.00	onth 2	mor 3	nth	monti 4	1.11	onth 5	mont 6	h n	nonth 7	mo 8	1000	month 9	1.1.1.1	onth O	mont 11	mon 12	NOILS
Protecting and preserving the Ramesside Tomb of Tell el-Maskhuta	a.1	Executive planning and working drawings	2	(X	-			-	+	X	x		-			_	_		_	-		planned actual
	a.2	Professional training on consolidation, restoration, archaeology and architecture	2	< x				1	1				-			-				xx		-
	a.3	Procurement of camp tools, administration of logistics and consumables	,	(X	×		_	-	-	×	x	4								xx		
	a.4	Site preparation and excavation works		-					-	x	x		Ŧ	-					-			-
	a.5	Technical and scientific support activities	2	×	×	x	x	x	xx	×	x	x	(x	x	x	x	xx	x	x	xx	x	ē
	a.6	Restoration and consolidation	-	-					-			x	•			-			-			
	a.7	Removal					_	-		-		x	•					-			\square	-
	a.8	Placement	_	-	-	-						_	×	x								
	a.9	Documentation and multimedia presentation	-	-				1	-	x	x				x	x	xx	x	x	XX	X	C

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