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OCCASION

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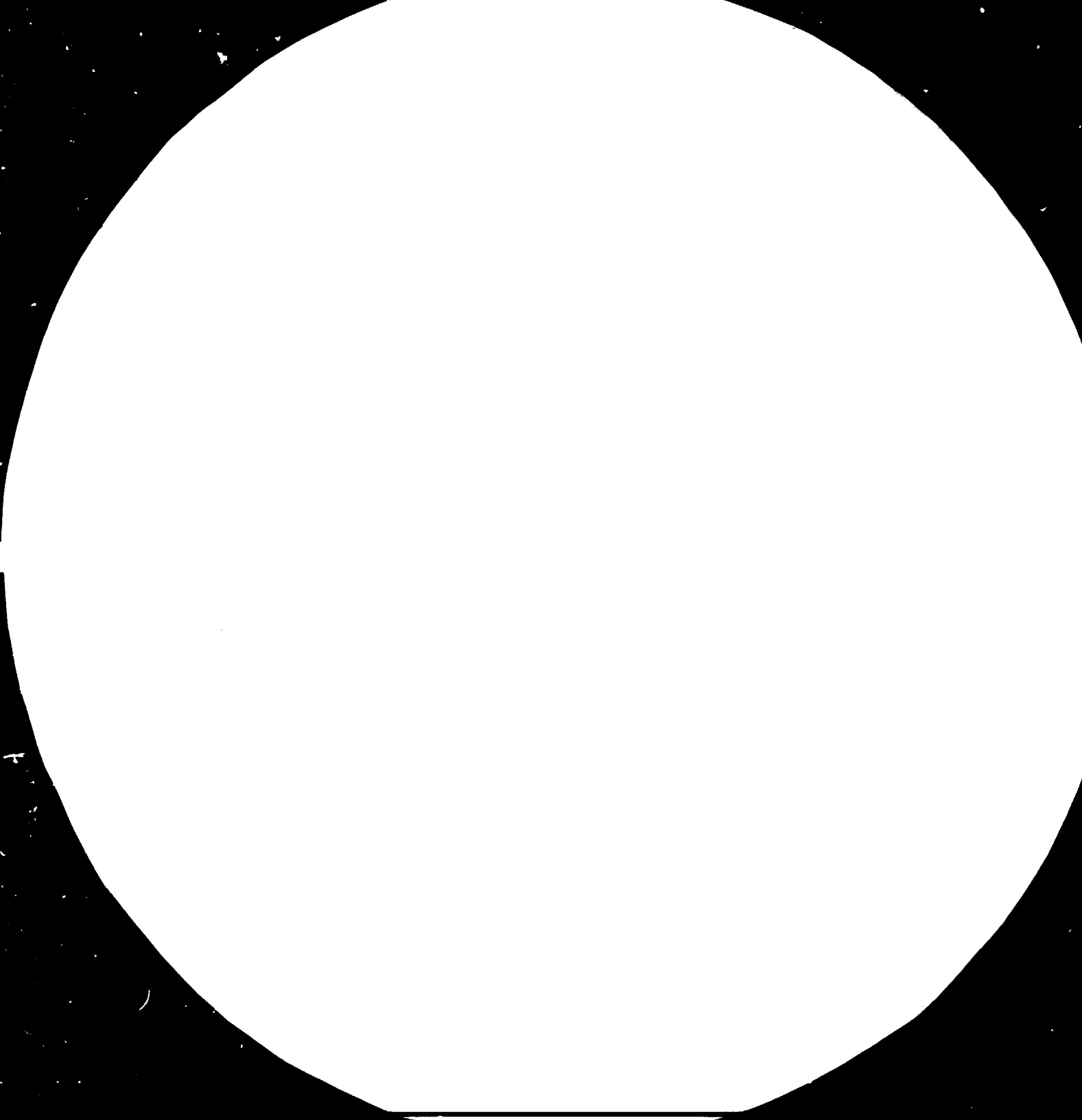
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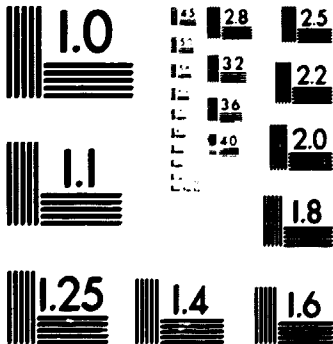
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14254

INDUSTRIAL CAPACITY UTILIZATION ,

Working paper on UNIDO technical assistance (SF)*

prepared by
Division of Industrial Operations

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utilization

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How to obtain UNIDO assistance?

UNIDO is an organization established by Governments to promote, co-ordinate and support industrial development. Requests for UNIDO assistance are therefore presented by the Authorities of the member governments or routed for endorsement via the Government Authorities either to the local UNDP office with a copy to UNIDO Headquarters or directly to UNIDO Headquarters in Vienna, Austria.

The Industrial enterprise in need for UNIDO assistance to promote or maintain a reasonable capacity utilization should therefore prepare a note giving a minimum of background information about the enterprise/factory and the technical problems it is facing in reaching or maintaining the planned production.

In order to establish an official request for UNIDO assistance, this note should be sent to UNIDO/UNDP with a covering letter from the Government Authorities endorsing the request and specifying the Authority or company that will be expected to assume responsibility for the operational costs of the UNIDO project activity.

An enterprise interested in co-operating with UNIDO in a technical assistance project for capacity utilization can, before the request is raised officially through the government channels, seek advice with the UNIDO Senior Industrial Development Adviser (SIDFA) or the UNIDO Junior Professional Officer (JPO) in the local UNDP office in the capital of the country.

The SIDFA/JPO will if necessary consult UNIDO Headquarters and possibly the local Authorities in order to advise appropriately on the presentation of the request and the possible realization of the co-operation.

Who can benefit from UNIDO assistance?

Since it is in the interest of all governments that industry established in their respective countries reach and maintain a high capacity utilization, it is obvious that all industries able to finance and pay for UNIDO assistance should have the full support from their respective government(s) to benefit from the experience available through UNIDO.

In this respect there should be no difference between rendering the assistance to countries with free market economy and private enterprises or centrally controlled economies with state owned or mixed ownership enterprises.

In this scenario it is obvious that all industrial enterprises in need of assistance in principal also could be a receiver of UNIDO assistance.

Since however this special programme is addressing itself to enterprises which can pay for the assistance, as they may pay for the support from a consulting company, economy of scale is an important parameter to consider in the evaluation of whether the assistance will be able to improve the company economy enough to pay for the UNIDO assistance.

In case a company has difficulties in evaluating its own situation, UNIDO is ready to organize a rehabilitation study aiming at advising the company on the feasibility of requesting UNIDO assistance.

The present experience indicate that the first enterprises to benefit from this autofinanced assistance under UNIDO fund in trust arrangements (SF for self-financed) are large and medium scale highly mechanized factories like cement plants, steel plants, fertilizer plants, petrochemical plants, pulp and paper plants, basic chemical plants, Aluminium plants etc.

How does it work?

The assistance is normally organized as a strengthening of the national teams with supplementary specialists from UNIDO so the teams possess the same experience and capacity as any company team with generations of experience in their respective industry.

In case the industry has been developed fairly recently and the country has difficulties in finding personnel with adequate technical experience the UNIDO team, covering from engineers and financial analysis to electricians, mechanics and welders, could start with a supplementary force of as much as 10% of the personnel necessary for the factory operation. This figure would decrease as local personnel is trained and gradually replace the UNIDO specialists.

In factories with good resources for personnel with appropriate experience the UNIDO input could correspond with 1% or less of the personnel necessary for the operation of the factory.

The establishment of a technical assistance UNIDO project to promote capacity utilization and self-reliance at the factory level does not result in production guarantees and result oriented bonuses or penalties, but it strengthens the national technical management of factories with specialists selected individually by the factory administrations in consultation with UNIDO to secure the availability of highly experienced specialists.

The first supplementary team is usually established with specialists selected through an interview mission organized by UNIDO to a country willing to release such experts.

During the interview mission sufficient specialists are interviewed and evaluated so both the first team can be filled and a stand-by list established with enough specialists available to supplement the team and replace individual experts in such a manner that the efficiency of the team can be maintained for about one year.

Interview missions are usually organized once a year as long as the co-operation with UNIDO is continuing. It is characteristic that UNIDO assistance aims at developing national competence while the national management maintains full authority and responsibility for the factory.

The national management cannot delegate the responsibility, as it is occasionally done, to a consulting company, and distance themselves from the art of technical management. Since the national managers with UNIDO assistance have the necessary qualified personnel at their disposal to discuss and produce solutions, the tendency for the development of self-reliance is reinforced and lasting industrial experience and routines promoted at all levels.

The development of national experience gradually reducing the need for UNIDO assistance depends on the measures taken to train the necessary personnel and to promote the role of national specialists in their respective duties.

Who pays for it?

The self-financed (SF) UNIDO technical assistance to industrial capacity utilization is paid for by the factories receiving the assistance. Since however the assistance is designed to assist the requesting factories in operating their installations at maximum capacity so they can respond to all normal obligations, the payment of the assistance is in reality coming from the users of the products manufactured, while the factory is only administering the payments.

The assistance is a normal and temporary production cost which in reality pays for itself by promoting efficient factory operation. In case a factory has been operated with financial losses for years and has accumulated a heavy burden of financial obligations, it could be visualized to finance a first part of the assistance with a normal loan and only start payments when there is a suitable surplus in the turn-over.

In such a case it would be necessary to start with a UNIDO rehabilitation feasibility study which could help in opening the necessary credit lines. A UNIDO rehabilitation feasibility study could be financed from UNIDO resources when such funds are available, but this entry normally take longer time than a start-up financed by the requesting government or the factory in need of the assistance.

The easiest start of co-operation with UNIDO on capacity utilization is when a new factory is about to start-up. If the supplier(s) of the new factory and the local factory management, despite the best efforts, still have problems in filling the manning table of the plant with nationals with sufficient experience, UNIDO could in consultation with the supplier(s) and the local factory management supplement the operational team on all shifts to secure a smooth start-up and an efficient operation of the factory.

This type of assistance, financed by the receiving factory, is an efficient approach to secure national specialists well prepared and motivated for operating the industrial installations with a high capacity utilization enabling the factory to respond to all obligations including UNIDO technical assistance.

How is it established?

As soon as UNIDO has received an indication of a possible need for (SF) UNIDO technical assistance to industrial capacity utilization, the Industrial Operation Division of UNIDO will on the basis of the available information propose further action and/or seek additional information.

It could be decided to propose a fact finding and project formulation mission, which on the spot could design a capacity utilization project or a rehabilitation study in consultation with the factory management and discuss its possible implementation with the national authorities. Once the authorities have cleared the project for implementation whether a rehabilitation feasibility study or a capacity utilization project, the UNIDO agreements and documents can then be signed and as soon as the financial base has been secured the project activity can start with selection and fielding of personnel.

In case of a capacity utilization project, the financial arrangements are normally made as follows:

After the signature of the documents a first payment covering one month salary of the envisaged specialists and their travel costs is made in cash to UNIDO. At the same time also an irrevocable letter of credit is established as coverage for five months salary of the specialists. These are normally recruited and extended for periods of only six months at a time to secure a minimum financial burden on the company using UNIDO technical assistance to industrial capacity utilization.

As the project is progressing, the plant receiving the assistance make monthly payments for the assistance received calculated as $m \times n / \text{months}$ delivered and multiplied by a standard cost figure including UNIDO administrative costs, project evaluation and support costs.

The assistance to capacity utilization can also include assistance to procure equipment and spareparts necessary for promoting a lasting improvement in the factory operation.

Who works for UNIDO in capacity utilization projects?

UNIDO and the factory requesting technical assistance to industrial capacity utilization would normally seek qualified personnel in factories and countries having the same or similar technology as that of the plant in need of assistance.

Preference is given to homogenous teams released on reimbursable loan to UNIDO as UNIDO experts travelling on United Nations Laissez Passer. The specialists could come from a country that has previously benefitted from UNIDO assistance or a country which has developed their own experience in co-operation with their suppliers.

In principle all member countries of United Nations qualify for co-operating with UNIDO in the capacity utilization programme whether as a resource or a receiver of technical assistance. In the execution of this kind of assistance established so far there has been a tendency to prefer experts exposed to the relevant technology in environments where the development of human resources has not yet reached the level corresponding with a highly industrialized country.

The choice is usually a compromise between the need for qualified experts and their ability, by way of national heritage, to integrate well into the operational teams of the requesting factory. The assistance usually has a side effect of strengthening the co-operation with the suppliers of the plant because the efficient operation of the plant lead to a more rapid development of the industry with more production units and a consumption of spareparts and supplies in ratio with the increased production.

The supplier is as usual the most important adviser for the company and helps often UNIDO and the company to balance the UNIDO input with periodic advise and support as is the normal practice in the industry.

Justification and examples of UNIDO technical assistance to industrial capacity utilization:

I. INTRODUCTION:

A self-sustained good capacity utilization with turnovers safely above the "break even" point can be taken as one of the key factors to industrial development.

Countries that establish factories, which year after year are operated with financial losses will only contribute to the deterioration of the national economy, and put at risk all the investments put in such malfunctioning installations. The inferior performance of the existing industry in a developing country further influences the possibilities for obtaining financial support to the development of new industry.

It is therefore mandatory for a continuing industrial development that action is taken to promote operation and capacity utilization of industrial installations in the developing countries.

II. BACKGROUND INFORMATION:

While the industrialization process in the developing countries was planned to accelerate in accordance with the Lima plan of action, The reality of the ongoing development is less promising. Progressive development is mainly observed during the construction of the first few factories, but as soon as they are taken over by the local managers, stagnation and decline in different activities are often observed and many factories fall into a vicious circle of production below the break even point, evaporating working capital, and little or no resources for supplies and spare parts, low capacity utilization and an increasing burden of loans leading rather towards bankruptcy than to the expected progressive development.

UNIDO programme for promoting and protecting capacity utilization is therefore an important contribution to help the industry in the developing countries to promote employment and social development to the benefit of increased stability and welfare at the national level.

The industrialization process, for which the target was set in the Lima plan of action, has lost momentum and met problems, because of various unforeseen developments. The biggest problem is presumably the confrontation with modern industry and the tremendous need for know-how and discipline in its development and management.

The industrialized countries have used generations to develop and manage industry, while the developing countries within one generation have had modern industry built in an environment which yesterday lived a traditional life without much contact with large scale technical installations. Developing countries therefore have only few experts with relevant experience, and these have often too many responsibilities and an urgent need for an efficient support whether in their own work or in the teams under their supervision.

The action required for helping the national experts and protecting the industrial development in the developing countries as well as setting the course in the direction of the Lima target, (which ten years ago seemed quite reasonable) is an efficient technical assistance activity protecting and promoting the industrial development and the capacity utilization in the industrializing countries.

The following pages present examples of UNIDO technical assistance projects aiming at giving operational support to promote capacity utilization.

APPENDIX I

United Nations Industrial Development Organization

FUND IN TRUST AGREEMENT ON TECHNICAL CO-OPERATION

WITH

THE SUEZ CEMENT COMPANY

ARAB REPUBLIC OF EGYPT

INDUSTRIAL SAFEGUARDING ASSISTANCE TO THE SUEZ CEMENT COMPANY

(SF/EGY/83/001)

Division of Industrial Operation

Chemical Industries Branch

Construction and Building Materials Industries Unit

Revision 3

15 December 1983

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UNITED NATIONS

UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

Agreement between United Nations Industrial Development Organization (UNIDO) and the Government of the Arab Republic of Egypt.

WHEREAS the United Nations Industrial Development Organization (hereinafter referred to as "UNIDO") and the Government of the Arab Republic of Egypt (hereinafter referred to as the Government) have agreed to co-operate in implementation of a project in the Arab Republic of Egypt entitled "Industrial Safeguarding Assistance to the Suez Cement Company, Egypt and training national personnel" hereinafter referred to as "the Project" which Project is more fully described in the Project Document dated 30 November 1983 which has been signed by the Company and is attached as Annex A hereto:

WHEREAS the Suez Cement Company (hereinafter referred to as the Company) have agreed to contribute all necessary funds required for the operation and implementation of project activities described in the attached project document.

WHEREAS it has been agreed between UNIDO and the Government that UNIDO shall be responsible under the terms of this agreement for the management of the funds contributed by the Company for the Project.

NOW THEREFORE, UNIDO, the Government and the Company hereby agree as follows:

ARTICLE I

1. The company shall, in the manner referred to in paragraph 2 below, place at the disposal of UNIDO a sum estimated at US\$ 170,856 .- to meet the costs of the Project including programme support costs.

2. The Company shall, in accordance with the schedule of payments
..... set out in the project proposal attached to this Agreement, deposit
US Dollar 35,000 to cover air travel expenses from Poland to Cairo
and a reserve covering one month salary for the experts, and then
obligate through a letter of credit US\$ 125,000 from which monthly
payments will be made to cover the monthly expenditure incurred by UNIDO.
All payments shall be made to UNIDO Funds in Trust Account, Number 570-337-410,
Zentralsparkasse und Kommerzial Bank, Vienna International Centre, A-1400
Vienna, quoting project number SF/EGY/83/001.

3. UNIDO shall establish a trust fund under UNIDO financial regulations
and rules for the receipt and administration of the aforesaid funds, including
interest accruing or spent during the implementation.

4. The trust fund and the activities financed there from shall be
administered by UNIDO in accordance with the applicable UNIDO regulations,
rules and directives. Accordingly, personnel shall be engaged and
administered; equipment, supplies and services purchased; and contracts
entered into in consultation with the company and in accordance with
provisions of such regulations, rules and directives guiding the work of
UNIDO.

5. Financial accounts and statements shall be expressed in United States
Dollars and all transactions shall be converted into United States Dollars
at the rate of exchange in effect on the date of each transaction.

ARTICLE II

1. The Trust Fund shall be charged with actual expenditures incurred
by UNIDO in the performance of activities under this Agreement.

2. The trust fund will also be charged with an amount equivalent to
13 (thirteen) percent of all expenditures from the trust fund, which
percentage shall be a charge for programme support costs incurred by
UNIDO in the implementation of the project financed under the trust fund.

3. The trust fund will also be charged with an amount equivalent to 1 (one) percent of the remuneration or net salary of persons, engaged by UNIDO and whose engagement is financed by the trust fund, to provide a reserve for coverage of any claim for in service-incurred death, injury or illness, under the applicable UNIDO regulations and rules of contracts, which reserve cannot be refunded to the Suez Cement Company.

ARTICLE III

1. UNIDO shall commence and continue to conduct operations under this Agreement on the receipt of contributions in accordance with the schedule of payments set out in the signed project proposal.

The Company undertakes to meet the actual costs of the services specified in Annex A and UNIDO undertakes not to make any commitments for services not specified in the signed project proposal and/or agreed upon and included in subsequent budget revisions.

2. If unforeseen expenditures arise, the UNIDO will submit for ratification and approval a project budget revision to the Company showing the further financing that will be necessary. If no such further financing is available, the assistance provided to the project under this Agreement may be reduced or, if necessary, terminated by UNIDO. In no event will the UNIDO assume any liability in excess of the funds provided in the trust fund or secured through a letter of credit.

ARTICLE IV

Ownership of equipment, supplies and other property financed from this trust fund shall vest in UNIDO. On completion of the project, ownership of equipment, supplies and other property necessary for operation of the project shall be transferred to the Company.

ARTICLE V

Evaluation of the activities financed from this trust fund shall be undertaken in accordance with the provisions contained in the project proposal by UNIDO in co-operation with the company.

ARTICLE VI

The trust fund will be subject exclusively to the internal and external auditing procedures laid down in the UNIDO financial regulations, rules and directives.

ARTICLE VII

The UNIDO shall provide the Company with the following statements and reports prepared in accordance with the UNIDO accounting and reporting procedures:

- (a) An annual financial statement showing income, expenditures, assets and liabilities as of 31 December each year with respect to the funds provided by the company.
- (b) A final report and a final financial statement within six months after the date of expiration or termination of this Agreement.
- (c) A final financial statement within six months of financial completion of the project.

ARTICLE VIII

The Company shall notify UNIDO when, in the opinion of the company, the purposes for which the trust fund was established have been realized. The date of such notification shall be deemed to be the date of expiration of this Agreement, subject to the continuance in force of article X for the purposes there stated.

ARTICLE IX

This Agreement may be terminated by UNIDO or the Company on 30 days written notice to the other party, subject to the continuance in force of Article X for the purposes there stated.

ARTICLE X

On termination or expiration of this Agreement under Article VIII or IX, the funds will continue to be held by the UNIDO until all expenditures incurred by the UNIDO have been satisfied from such funds.

Thereafter, any surplus remaining in the trust fund shall be returned to the Suez Cement Company.

IN WITNESS WHEREOFF, the undersigned, being duly authorized thereto,
have signed the present Agreement in three copies at UNIDO Headquarter

_____ Date _____
(for the Government)

_____ Date _____
(for UNIDO)

13 December 1983

UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

PROJECT DOCUMENT

PART A - BASIC DATA

COUNTRY/REGION : ARAB REPUBLIC OF EGYPT

PROJECT NUMBER : SF/EGY/83/001

PROJECT TITLE : INDUSTRIAL SAFEGUARDING
ASSISTANCE TO THE SUEZ CEMENT COMPANY

SCHEDULED START : Estimated to one month after signing of
documents and transfer of funds.

SCHEDULED COMPLETION : Six months after fielding of personnel.

ORIGIN AND DATE OF
OFFICIAL REQUEST : UNDP letter of 26 September 1983

GOVERNMENT COUNTERPART
AGENCY : The Suez Cement Company

UNIDO CONTRIBUTION : -

COMPANY CONTRIBUTION : US\$ 170,856

CURRENCY REQUIRED : US\$ 170,856

CONVERTIBLE : US\$ 170,856

OTHER : -

UNIDO SUBSTANTIVE
BACKSTOPPING SECTION : Construction and Building Materials
Industry Unit/CHEM/DIO.

PROGRAMME COMPONENT
CODE : 32.1.A.

Part B - Narrative

1. Objectives

Development Objectives

The development objective is to establish the necessary know-how and experience for a continuing development of the Suez Cement Company in Egypt in order to satisfy the growing demand for cement and other building materials.

Immediate Objectives

The immediate objective is to safeguard the operation of the factory complex and to eliminate the need for external assistance through training of local personnel.

2. Background Information

The project to assist the Suez Cement Factory was requested by the company in September 1983. The project represents a new form of technical co-operation under which UNIDO under a Fund in Trust agreement financed by the company to receive the assistance bring in specialists for the operation of industrial installations and the training of personnel.

3. Project Output

The present project is expected to assist the Suez Cement Company in establishing, implementing and developing good working routines for the maintenance and operation of the cement plant including adequate on the job training activities for various types of personnel. As indicator for the progress of the project is the capacity utilization during the implementation of the project and the number of persons trained.

4. Project Inputs:

(a) Company Input

The inputs of the company is in kind in form of single accommodation at work site or elsewhere according to work conditions and transport to and from the work place as well as catering facilities.

b)	<u>UNIDO Input.</u> (Contd.)
11-0A	Foreman, Electrical Maintenance
11-0B	Foreman, Electrical Maintenance
11-0C	Foreman, Electrical Maintenance
11-0D	Foreman, Electrical Maintenance
11-0G	Foreman, Mechanical Maintenance
11-0H	Foreman, Mechanical Maintenance
11-0I	Foreman, Mechanical Maintenance
11-0J	Foreman, Mechanical Maintenance
11-0L	Foreman, Instrumentation and Control
16-00	Mission Support
51-00	Reporting

5. Project Activities and Modalities of Implementation

The assistance provided under this project will be implemented in accordance with the planned delivery of expertise as described in the latest approved budget (budget revision A) and continue with this budget as delivery foundation until a new budget has been approved by UNIDO and the Fund in Trust donor.

Through periodic project budget revisions the programme of activities can be expanded and extended in accordance with requirements through exchange of documents (project revision forms) and correspondence stating the reason(s) for the change. New budgets are identified by their revision code B, C, D, E, F etc. and enter into force as soon as they are signed by both parties.

The total assistance under this agreement will include the posts enlisted in the attached budget and the specialization of the experts will be in accordance with the job descriptions issued for respective posts.

5. Project Activities and Modalities of Implementation (Continued)

The Specialists will be recruited by UNIDO "under reimbursable loan" in accordance with the terms and conditions of services applicable to United Nations personnel. They will in all respects be treated as UNIDO Project personnel and will be directly responsible to UNIDO for the conduct of their duties.

For all the UNIDO specialists, national counterparts will be available and as soon as the national counterparts are sufficiently familiar with the routine of their jobs, further extensions for services of the UNIDO specialists may no more be necessary.

The technical services covered by this agreement will be provided under, and are subject to, the same terms as technical assistance provided for under the Normal Standard Technical Assistance Agreement valid for UNIDO assistance to the Arab Republic of Egypt.

The total duration of the assignment of each expert will be minimum six months and subject to further communication between the company and UNIDO, if an extension is found to be necessary.

Unless otherwise specified, every UNIDO specialist will be accommodated free of charge by the company in reasonable single quarters and be provided with free transport to and from the factory at the beginning and the end of duty hours.

The interruption of regular payments to UNIDO partly or collectively for the technical assistance group may be regarded as a decision to dispense with the respective services. In such a case UNIDO will notify the Company and the Authorities about the intended action. If no positive action is taken with 30 days from the receipt of the notice, UNIDO will send a second notice, and will consider the Agreement as expiring at the end of 30 days from the date of the second notice.

6. Evaluation Plans

The project will be evaluated at suitable intervals by UNIDO in co-operation with the company and an evaluation report describing the progress made during the year will be submitted to the company.

7. Envisaged Follow-Up

This project will be subject to prolongation upon the exchange of documents stating the need for extension of technical assistance, clarifying details of required assignments, and availing adequate funds covering the required extension.

8. Organization of the Project

The Company will pay UNIDO as follows:-

- Upon signature of the present project a cash payment of US\$ 35,000 to be deposited to account No. 570337410 of UNIDO with the Zentralsparkasse, Vienna International Centre, A-1400 Vienna, Austria indicating that this sum is for Trust Fund No. SF/EGY/83/001 - Industrial Safeguarding Assistance to the Suez Cement Company.

As coverage of commitments to be made by UNIDO, a documentary credit will be opened for US\$ 125,000 with the above mentioned Trust Fund Project No. SF/EGY/83/001 - Industrial Safeguarding Assistance to the Suez Cement Company.

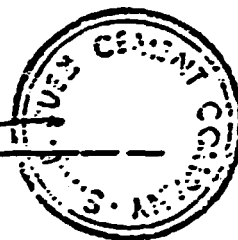
- Every month releases from the documentary credit will be made to UNIDO for the services provided during the previous month calculated as man/months delivered and multiplied by the valid standard cost figure (presently 3200 US\$ per m/m) and transferred to UNIDO account No. 570337410 with the Zentralsparkasse, Vienna International Centre, A-1400 Vienna, Austria, indicating that the payment is for Trust Fund No. SF/EGY/83/001 - Industrial Safeguarding Assistance to the Suez Company.

Final page of project document for

SF/EGY/83/001

The Suez Cement Company having requested the assistance of the United Nations Industrial Development Organization in the implementation of a project entitled "Industrial safeguarding assistance to the Suez Cement Company" hereby agrees that this project document accurately reflects the nature and scope of the project and, as a precondition to the implementation of the project by UNIDO, undertakes to fulfil its counterpart obligations as described in the document.

Signed for the Suez Cement Company



Date

21st December 1983

UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

PROJECT REVISION

COUNTRY : ARAB REPUBLIC OF EGYPT
 PROJECT TITLE : Suez Cement Company, Egypt
 PROJECT NUMBER : SF/EGY/83/001

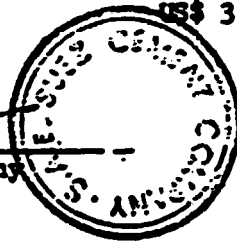
	FUND IN TRUST	AGENCY COSTS	PROGRAMMING
UNIDO Budget Code A	170,856	19,656	151,200
Increase/Establishment	170,856	19,656	151,200

- Budget + A will enable the establishment of the project when all documents have been signed and a first transfer of a down payment of US\$ 35,000 has been received.
- Cost for technical assistance delivered will be transferred from concerned Authorities to UNIDO every month as follows:

US\$ 3,200

per man/month delivered


 Agreed on behalf of Company




 Date

A. A. VASSILIEV
 Director, DIO


 Agreed on behalf of UNIDO

13. Jan. 1984

Date

PROJECT BUDGET/REVISION

UNIDO

3. COUNTRY EGYPT	4. PROJECT NUMBER AND AMEND. SF/EGY/83/001	5. SPECIFIC ACTIVITY 32.11A.
0. PROJECT TITLE Assistance to the Suez Cement Company		

5.	INTERNATIONAL EXPERTS (functional titles required except for line 11-50)	16		17		18.		19.		20.	
		m/m	TOTAL \$	m/m	1984 \$	m/m	\$	m/m	\$	m/m	\$
11-01	11-OA - Foreman,Electrical Maint.	6	16,300	6	16,300						
02	11-OB - Foreman,Electrical Maint.	6	16,300	6	16,300						
03	11-OC - Foreman,Electrical Maint.	6	16,300	6	16,300						
04	11-OD - Foreman,Electrical Maint.	6	16,300	6	16,300						
05	11-OE										
06	11-OF										
07	11-OG - Foreman,Mechanical Maint.	6	16,300	6	16,300						
08	11-OH - Foreman,Mechanical Maint.	6	16,300	6	16,300						
09	11-OI - Foreman,Mechanical Maint.	6	16,300	6	16,300						
10	11-OJ - Foreman,Mechanical Maint.	6	16,300	6	16,300						
11	11-OK										
12	11-OL - Foreman,Instrumentation and Control	6	16,300	6	16,300						
13											
14											
15											
16											
11-50	Short term consultants										
11-99	Sub-total - International experts ^{a/}	54	146,700	54	146,700						

1. REMARKS

^{a/} If more than 16 experts are required check here and attach continuation sheet 1A.
This sub-total must include all experts.

PROJECT NUMBER SF/EG/73/001	16. TOTAL		17. 1984		18. 1985		19.		20.	
	m/m	\$	m/m	\$	m/m	\$	m/m	\$	m/m	\$
OPAS EXPERTS (functional titles required)										
12-01										
12-02										
12-03										
12-99 Sub-total - OPAS experts ^{b/}										
ADMINISTRATIVE SUPPORT PERSONNEL										
13-00 Clerks, secretaries, drivers										
13-50 Freelance Interpreters (non-UNDP PROJ)										
13-99 Sub-total - Admin support personnel										
UN VOLUNTEERS (Functional titles required)										
14-01										
14-02										
14-03										
14-04										
14-99 Sub-total - UN Volunteers ^{b/}										
15-00 Project travel										
16-00 Other personnel costs (including UNIDO staff mission costs)		2,500		2,500						
NATIONAL EXPERTS (functional titles required)										
17-01										
17-02										
17-03										
17-04										
17-05										
17-99 Sub-total - National experts ^{b/}										
19-99 TOTAL - PERSONNEL COMPONENT	54	149,200	54	149,200						

^{b/} If additional individual budget lines are required, check here and attach continuation sheet 1A. These sub-totals must include budget lines listed on page 1A.

PROJECT NUMBER SF/EGY/83/001	16. TOTAL		17. 1983		18. 1984		19.		20.	
	m/m	\$	m/m	\$	m/m	\$	m/m	\$	m/m	\$
SUBCONTRACTS										
21-00 Subcontracts										
TRAINING										
31-00 Individual fellowships										
32-00 Study tours; UNDP group training										
33-00 In-service training										
34-00 Non-UNDP group training										
35-00 Non-UNDP meetings										
39-99 TOTAL - TRAINING COMPONENT										
EQUIPMENT										
41-00 Expendable equipment										
42-00 Non-expendable equipment										
43-00 Premises										
49-99 TOTAL - EQUIPMENT COMPONENT										
MISCELLANEOUS										
51-00 Sundries		2,000		2,000						
55-00 Hospitality (non-UNDP projects)										
56-00 Support costs (CC and DC Proj. only)										
59-99 TOTAL MISCELLANEOUS COMPONENT										
SURPLUS/DEFICIT										
81-00 Surplus/Deficit (ADM/FS use only)										
99-99 PROJECT TOTAL	54	151,200	54	151,200						
c/ COST SHARING (UNDP/IPF projects only)										
c/ NET UNDP CONTRIBUTION										

TOTAL SF Project costs: c/ For information only - not for PAD input
 151,200 + (13% overhead costs) 19,656 = 170,856 cost per month 3.200

APPENDIX II

United Nations Industrial Development Organization

FUND IN TRUST

AGREEMENT

ON

TECHNICAL CO-OPERATION

WITH

SOUK EL KEAMIS CEMENT FACTORY

(SF/LIB/83/002)

Division of Industrial Operation

Chemical Industries Branch

Construction and Building Materials Industries Unit

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UNITED NATIONS

UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

TECHNICAL CO-OPERATION TRUST FUND AGREEMENT

Agreement between the United Nations and the Authorities of the Libyan Arab Jamahiriya.

WHEREAS the United Nations represented by the United Nations Industrial Development Organization (hereinafter referred to as "UNIDO") and the concerned Authorities of the Libyan Arab Jamahiriya have agreed to co-operate in the implementation of a Project in Libya entitled "Assistance to the Souk El Khamis Cement Factory" (hereinafter referred to as "the Project") which Project is more fully described in the attached Project proposal dated August 1983 to be signed simultaneous with the agreement by the concerned Libyan Authorities.

WHEREAS the Concerned Libyan Authorities (hereinafter referred to as "the Authorities") has informed UNIDO of its willingness to contribute funds to meet the costs of the Project;

WHEREAS it has been agreed between UNIDO and the Authorities that UNIDO shall be responsible under the terms of this Agreement for the management of the funds contributed by the concerned Authorities for the Project;

NOW THEREFORE, UNIDO and the Concerned Authorities hereby agree as follows:

ARTICLE I

1. The concerned Authorities shall, in the manner referred to in paragraph 2 below, place at the disposal of UNIDO the necessary funds for operating the project plus overhead costs in accordance with agreed budgets and UNIDO shall use such funds to meet the costs of the Project.

2. The concerned Authorities shall, in accordance with the schedule of payments set out in the project proposal attached to this Agreement, deposit or obligate through a letter of credit the aforesaid funds as agreed in the project proposal in convertible currencies of unrestricted use, to UNIDO Funds in Trust Account, Number 570-337-410, Zentralsparkasse und Kommerzial Bank, Vienna International Centre, A-1400 Vienna, quoting project number SF/LIB/83/002 Souk El Khamis Cement Factory.

3. UNIDO shall establish a trust fund under United Nations financial regulations and rules for the receipt and administration of the aforesaid funds, including interest accruing or spent during the implementation.

4. The trust fund and the activities financed there from shall be administered by UNIDO in accordance with the applicable United Nations regulations, rules and directives. Accordingly, personnel shall be engaged and administered; equipment, supplies and services purchased and contracts entered into in consultation with the concerned Authorities and in accordance with provisions of such regulations, rules and directives guiding the work of United Nations.

5. All financial accounts and statements shall be expressed in United States dollars.

ARTICLE II

1. The Trust Fund shall be charged with actual expenditures incurred by UNIDO in the performance of activities under this Agreement.

2. The trust fund will also be charged with an amount equivalent to 13 (thirteen) percent of all expenditures from the trust fund, which percentage shall be a charge for programme support costs incurred by UNIDO in the implementation of the project financed under the trust fund.

3. The trust fund will also be charged with an amount equivalent to 1 (one) percent of the remuneration or net salary of persons, engaged by UNIDO and whose engagement is financed by the trust fund, to provide a reserve for coverage of any claim for in service-incurred death, injury or illness, under the applicable United Nations regulations and rules of contracts, which reserve cannot be refunded to the donor Government.

ARTICLE III

1. UNIDO shall commence and continue to conduct operations under this Agreement on the receipt of contributions in accordance with the schedule of payments set out in the signed project proposal.
2. UNIDO will not make any commitments for services not specified in the signed project proposal and/or agreed upon and included in subsequent budget revisions.
3. If unforeseen expenditures arise, the UNIDO will submit a project budget revision to the concerned Authorities showing the further financing that will be necessary. If no such further financing is available, the assistance provided to the project(s) under this Agreement may be reduced or, if necessary, terminated by the UNIDO. In no event will the UNIDO assume any liability in excess of the funds provided in the trust fund or secured through a letter of credit.

ARTICLE IV

Ownership of equipment, supplies and other property financed from this trust fund shall vest in United Nations. On completion of the project, ownership of equipment, supplies and other property necessary for operating of the project shall be considered for transfer to the donor Authorities.

ARTICLE V

Evaluation of the activities financed from this trust fund including joint evaluation by UNIDO and the donor Government, shall be undertaken in accordance with the provisions contained in the project proposal.

ARTICLE VI

The trust fund will be subject exclusively to the internal auditing procedures laid down in the United Nations financial regulations, rules and directives.

ARTICLE VII

The UNIDO shall provide the concerned Authorities with the following statements and reports prepared in accordance with the United Nations accounting and reporting procedures:

(a) An annual financial statement showing income, expenditures, assets and liabilities as of 31 December each year with respect to the funds provided by the donor Government.

(b) A final report and a final financial statement within six months after the date of expiration or termination of this Agreement.

(c) A final financial statement within six months of financial completion of the project.

ARTICLE VIII

The concerned Authorities shall notify the UNIDO when, in the opinion of the Authorities, the purposes for which the trust fund was established have been realized. The date of such notification shall be deemed to be the date of expiration of this Agreement, subject to the continuance in force of article X for the purposes there stated.

ARTICLE IX

This Agreement may be terminated by either party on 30 days written notice to the other party, subject to the continuance in force of Article X for the purposes there stated.

ARTICLE X

On termination or expiration of this Agreement under Article VIII or IX, the funds will continue to be held by the UNIDO until all expenditures incurred by the UNIDO have been satisfied from such funds.

Thereafter, any surplus remaining in the trust fund shall be returned to the donor or disposed of as requested by the donor Government.

ARTICLE XI

This Agreement shall enter into force upon signature.

ARTICLE XII

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto,
have signed the present Agreement in two copies at _____
_____ this _____ day of _____

Concerned Authorities

(UNIDO)

ANNEX I

UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

PROJECT PROPOSAL

PART A - BASIC DATA

COUNTRY/REGION	:	Libyan Arab Jamahiriya
PROJECT NUMBER	:	SF/LIB/83/002
PROJECT TITLE	:	Assistance to the Souk El Khamis Cement Factory.
SCHEDULED START	:	Technical Co-operation in Progress.
SCHEDULED COMPLETION	:	To be decided
ORIGIN AND DATE OF OFFICIAL REQUEST	:	Secretariat of Heavy Industry 1983
GOVERNMENT COUNTERPART AGENCY	:	The People's Committee in the Souk El Khamis Area.
UNIDO CONTRIBUTION	:	
GOVERNMENT CONTRIBUTION	:	US\$ 4,326,770
CURRENCY REQUIRED	:	US\$ 4,326,770
CONVERTIBLE	:	US\$ 4,326,770
OTHER	:	
UNIDO SUBSTANTIVE BACKSTOPPING SECTION	:	BUILD/CHEM/IOD
PROGRAMME COMPONENT CODE	:	32.1.A.

Part B - Narrative

1. Objectives

Development Objectives

The development objective is to establish the necessary know-how and experience for a continuing development of the Souk El Khamis Cement Factory in order to satisfy the growing demand for cement in the Area.

Immediate Objectives

The immediate objective is to safeguard the operation of the factory and to eliminate the need for external assistance through training of local personnel.

2. Background Information

The project to assist the Souk El Khamis Cement Factory is promoted since the beginning of 1983 in co-operation with the concerned Authorities of the Libyan Arab Jamahiriya. The project represents an established form of technical co-operation under which UNIDO under a Fund in Trust Agreement, financed by the concerned Authorities wishing to receive the assistance, bring in specialists for safeguarding operation of industrial installations and the training of personnel including training of trainers.

3. Project Output

The present project is expected to assist the Souk El Khamis Cement Factory in establishing good working routines for the maintenance and operation of the cement plant including adequate on the job training activities for various types of personnel. As indicator for the progress of the project is the capacity utilization during the implementation of the project and the number of persons trained. Further outputs may be product diversification (other types of cement) or introduction of alternative methods of exploitation of natural resources.

4. Project Activities and Modalities of Implementation

The assistance provided under this project is a continuation of ongoing assistance with a planned delivery of expertise as described in the latest approved budget (budget revision B) and continue with this budget as delivery foundation until a new budget has been approved by UNIDO and the Fund in Trust donor.

Through periodic project budget revisions the programme of activities can be expanded and extended in accordance with requirements through exchange of documents (project revision forms) and correspondence stating the reason(s) for the change. New budgets are identified by their revision code C, D, E, F etc. and enter into force as soon as they are signed by both parties.

The total assistance under this agreement will include the posts enlisted in the attached budget and the specialization of the experts will be in accordance with the job descriptions issued for respective posts.

The Specialists will be recruited by UNIDO in accordance with the terms and conditions of services applicable to United Nations personnel. They will in all respects be treated as UNIDO Project personnel and will be directly responsible to UNIDO for the conduct of their duties.

Upon selection and nomination of individual specialists, UNIDO will organize the travel to the duty station and provide the project personnel, when released by their respective national authorities, with the necessary travel documents, visas and tickets.

All Specialists are intitled to leave in accordance with United Nations rules. Presently two and a half leave day is earned for every month completed contract. Total leave for 1 year amounts to 30 working days. No more than 60 leave days can be from carried over from one year to the next.

Specialists are also expected to accept overtime work whenever needed. Decisions regarding overtime work are left at the discretion of the specialists in consultation with the factory administration.

Specialists may leave the duty station and be excused for recognized reasons such as (family matters, leave, medical indications or agreed discontinuance of contract).

In case of longer absence or repatriation, new specialists will be recruited in consultation with the concerned Authorities.

For all the UNIDO specialists national counterparts will be available and as soon as the national counterparts are sufficiently familiar with the routine of their jobs, further extensions for services of the UNIDO specialists may no more be necessary.

As part of the agreement UNIDO will, as soon as possible after the number of UNIDO Specialists serving in the factory has reached 60 persons, make available from Headquarters costs a full time Cement Project Co-ordinator to supervise, monitor, report and advise as required during the implementation of the project. In case the number of Specialists falls below 60 persons UNIDO may decide to withdraw their co-ordinator.

The technical services covered by this agreement will be provided under, and are subject to, the same terms as technical assistance provided for under the Normal Standard technical Assistance Agreement valid for UNIDO assistance to the Libyan Arab Jamahiriya to which the Cement Company agree.

The total duration of the assignment of each expert will normally be minimum one year and subject to further communication between the Authorities and UNIDO, if an extension is found to be necessary.

Unless otherwise specified, every UNIDO specialist will be accommodated free of charge by the concerned Authorities in the Souk El Khamis area. The accommodation will normally be of European standard and include bed, mattress, wardrobe, cupboard or bookcase, cooking facilities and cold storage facilities.

The interruption of regular payments to UNIDO partly or collectively for the technical assistance group may be regarded as a decision to dispense with the respective services. In such a case UNIDO will notify the Authorities about the intended action. If no positive action is taken within 30 days from the receipt of the notice, UNIDO will send a second notice, and will consider the Agreement as expiring at the end of 30 days from the date of the second notice.

Evaluation Plans

The project will be evaluated once a year by UNIDO in co-operation with the Fund in Trust donor and an evaluation report will describe the progress made during the year in accordance with the expected outputs.

Envisaged Follow-Up

This project will be subject to prolongation upon the exchange of documents stating the need for extension of technical assistance, clarifying details of required assignments, and availing adequate funds covering the required extension.

Fund in Trust Contributions

The Souk El Khamis Cement Company will as the project develops make monthly payments corresponding to the man/months services delivered during each completed month multiplied by an adjustable standard cost, presently calculated as US\$ 2200 per m/m, to cover the services of a team of specialists delegated by UNIDO to serve in the Company's Cement Factory in Souk El Khamis. All payments are to be made to account No. 570337410 of UNIDO with the Zentralsparkasse, Vienna International Centre, A-1400 Vienna, Austria indicating that this sum is for Trust Fund No. SP/LIB/83/002 Assistance to the Souk El Khamis Cement Company.

PART C - APPROVALS

The undersigned parties hereby agree to continue their co-operation in accordance with this project proposal and established routines.

For the Cement Company

Date

For UNIDO

ANNEX II

UNITED NATIONS INDUSTRIAL DEVELOPMENT ORGANIZATION

PROJECT ESTABLISHMENT

COUNTRY : Libyan Arab Jamahiriya
PROJECT TITLE : Assistance to the Souk El Khamis Cement Company
PROJECT NUMBER : SF/LIB/83/002/B/32.1.A.

For the regular revision of the above project the following budget ceiling is hereby established.

For budget details see following pages:

	Total	Agency Costs	Programming
UNIDO budget Code B	4,326,770	497,770	3,829,000
UNIDO budget Code A	3,474,976	399,776	3,075,200
Increase:	851,794	97,994	753,800

Costs per man/months delivered corresponds presently to US\$ 2200 per m/m when rounded of to nearest hundred. (Budget line 32-00 not included)

Agreed on behalf of Authorities

Date

Agreed on behalf of UNIDO

Date

UNIDO

PROJECT BUDGET/REVISION

1. PROJECT NUMBER SF/LIB/03/002/11/ 32.1.A.	16. TOTAL.		17. 1983		18. 1984		19.		20.	
	m/m	\$	m/m	\$	m/m	\$	m/m	\$	m/m	\$
OPAS EXPERTS (functional titles required)										
12-01										
12-02										
12-03										
12-99 Sub-total - OPAS experts ^{b/}										
ADMINISTRATIVE SUPPORT PERSONNEL										
13-00 Clerks, secretaries, drivers										
13-50 Freelance Interpreters (non-UNDP PROJ)										
13-99 Sub-total - Admin support personnel										
UN VOLUNTEERS (Functional titles required)										
14-01										
14-02										
14-03										
14-04										
14-99 Sub-total - UN Volunteers ^{b/}										
15-00 Project travel										
16-00 Other personnel costs (including UNIDO staff mission costs)		25,000		5,000		10,000		10,000		
NATIONAL EXPERTS (functional titles required)										
17-01										
17-02										
17-03										
17-04										
17-05										
17-99 Sub-total - National experts ^{b/}										
19-99 TOTAL - PERSONNEL COMPONENT	1950	3,769,000		753,800	780	1,507,600	780	1,507,600		

^{b/} If additional individual budget lines are required, check here and attach continuation sheet 1A. These sub-totals must include budget lines listed on page 1A.

33-00	In-service training							
34-00	Non-UNDP group training							
35-00	Non-UNDP meetings							
39-99	TOTAL - TRAINING COMPONENT							
EQUIPMENT								
41-00	Expendable equipment							
42-00	Non-expendable equipment							
43-00	Premises							
49-99	TOTAL - EQUIPMENT COMPONENT							
MISCELLANEOUS								
51-00	Sundries		10,000			5,000	5,000	
55-00	Hospitality (non-UNDP projects)							
56-00	Support costs (CC and DC Proj. only)							
59-99	TOTAL MISCELLANEOUS COMPONENT							
SURPLUS/DEFICIT								
81-00	Surplus/Deficit (ADM/FS use only)							
99-99	PROJECT TOTAL	1950	3,829,000	390	753,000	780	1,537,600	1,537,600
c/	13% overhead charges		497,770		97,994		199,888	199,888
c/			4,326,770		851,794		1,737,488	1,737,488

c/ For information only - not for PAD input