

# TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

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JAARGANG 1970 Nr. 18

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A. TITEL

*Briefwisseling tussen de Nederlandse en de Soedanese Regering  
inzake het ter beschikking stellen van tarwe aan de Democratische  
Republiek Soedan in het kader van het Voedselhulpverdrag,  
met bijlage;  
Karthoem, 24 oktober en 3 december 1969*

B. TEKST

Nr. I

No. 2439

The Royal Netherlands Embassy present their compliments to the Ministry of Foreign Affairs of the Democratic Republic of the Sudan and have the honour to refer to the consultations between representatives of the Kingdom of the Netherlands and the Democratic Republic of the Sudan in respect of certain obligations of the Government of the Kingdom of the Netherlands under the Food Aid Convention done at Washington on October 15, 1967. The Netherlands Government is prepared to make available to the Government of the Democratic Republic of the Sudan, on a grant basis and for the period between July 1, 1968 and July 1, 1969, 2000 metric tons of wheat suitable for human consumption on the following conditions:

1. a) Delivery, whether of the entire quantity or of portions thereof, shall be effected in sacks, free on board, at a port or ports in the Netherlands.

b) The provisions governing the liability of parties in respect of the delivery and the receipt, free on board, of the quantity of wheat stated above are given in the Annex to this Note.

2. a) The Netherlands Government shall, in consultation with the Government of the Democratic Republic of the Sudan, name the

port or ports of shipment, fix the delivery date of the quantity to be made available or the sizes of the portions thereof and the dates on which the said portions shall be delivered at the said port or ports and determine the daily rate of loading to be taken as the basis for the loading period.

b) The Netherlands Government shall hold the quantity of 2000 metric tons of wheat to be loaded ready for delivery, free on board seaport, from the moment at which the ship is certified as ready for loading.

c) The Government of the Democratic Republic of the Sudan shall make all the arrangements necessary for the transportation of the wheat from the port or ports of shipment to the said Government's country.

d) The Government of the Democratic Republic of the Sudan shall take the greatest possible care to ensure that the transport by sea shall not be effected in such a manner as to prejudice to fair competition. Any special problems that may arise in this respect shall, if necessary, be made the subject of consultation in accordance with point 7 of this Note.

e) The Government of the Democratic Republic of the Sudan shall make available in good time the ships that are to carry the wheat and shall inform the Netherlands Government of their having been made available on such a date that the period of shipment stated in point 2 (a) may be adhered to. To this end the Government of the Democratic Republic of the Sudan shall

- i) state the laydays in the docks in which loading is to be effected of the ships to be used for the purpose;
- ii) state accurately the quantities to be carried by each ship;
- iii) state the port or ports to which the cargoes are to be transported;
- iv) state the nature of any other cargo carried, *e.g.* the proportion of bulk grain to that in bags or sacks, with a view to proper loading and stowing;
- v) submit a copy of the charter party as soon as the ship to be loaded has been booked.

3. The Government of the Democratic Republic of the Sudan undertakes to use the wheat exclusively for human consumption in its own country and, if it puts the said wheat on the market, to charge therefor such prices as are current on that market for products of comparable quality.

4. Both Governments shall implement the conditions set out in this Note in such a manner that the normal structure of production

and international trade is not adversely affected thereby. They shall take any measures necessary to ensure that supplies made available under the food aid programme shall supplement, not replace, any commercial transactions that may reasonably be expected.

5. The Government of the Democratic Republic of the Sudan shall take all appropriate steps to prevent the re-exportation of both the wheat donated and the products obtained therefrom on first processing.

6. As regards the implementation of the conditions set out in this Note the Government of the Democratic Republic of the Sudan shall give the Netherlands Government or the authority designated by the latter the following information:

a) on transport:

port or ports of arrival and dates of arrival of the ships used;  
quantities and nature of the products unloaded;  
date on which unloading was completed;

this information shall be furnished within 30 days of unloading;

b) on marketing:

quantities sold, how marketed, selling prices obtained;

the information on the current calendar year shall be furnished before 15 January of the next calendar year.

7. Both Governments shall consult one another, at the request of either Government, within a reasonable period on any problems that may arise with respect to the interpretation or application of the conditions set out in this Note or in the Annex thereto.

8. The two Governments may appoint a person or persons authorized to implement the Agreement and the Annex thereto.

If the Government of the Democratic Republic of the Sudan can accept the foregoing conditions, it is proposed that this Note and the Sudanese Government's reply concurring therein constitute an agreement between the Government of the Kingdom of the Netherlands and the Government of the Democratic Republic of the Sudan, which shall enter into force on the date of the said reply and which shall remain in force without prejudice to the provisions of point 6, until 31 December 1969. If the delivery or the part-deliveries have not been effected before the date of expiry of this agreement, the two Governments may expressly prolong the period of validity of the agreement by three months to allow such deliveries to be made.

The Royal Netherlands Embassy avail themselves of this opportunity to renew to the Ministry of Foreign Affairs of the Democratic Republic of the Sudan the assurances of their highest consideration.

Khartoum, 24th October 1969.

*The Ministry of Foreign Affairs  
of the Democratic Republic of  
the Sudan  
Khartoum*

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## ANNEX

### I

1. Except under the circumstances described in paragraph 5 of section II, delivery shall be deemed as having been completed at the moment at which the wheat has actually crossed the rail of the ship in the port in which it has been loaded; from that moment all risks relating to this goods shall be borne by the Government of the Democratic Republic of the Sudan.

2. Port dues and all costs incurred after the instant referred to in paragraph 1, and also the cost of installing baffles, stowing and trimming, shall be for the account of the Government of the Democratic Republic of the Sudan.

### II

1. The statement regarding the ship referred to in point 2 (e) of the agreement is to be made not less than 14 calendar days prior to the date on which the ship is expected to arrive at the port where it is to be loaded.

2. The charter party shall have a clause making it obligatory for the captain to inform the Netherlands Government, represented by "het Voedselvoorzienings in- en verkoopbureau" at The Hague, 72 hours in advance of the date on which the ship is expected to arrive at the port where it is to be loaded.

3. The Government of the Democratic Republic of the Sudan shall be liable for any consequences of failure to give or of delay in giving such notice in respect of the ship referred to in paragraph 1 of this Section. The said notice shall be given in the period embraced by the laydays stated.

4. Should it be impossible to load the ship within the period defined in accordance with point 2 (a) of the agreement, the goods to be loaded or not yet loaded shall remain for account and risk of the Government of the Democratic Republic of the Sudan after the expiry of that period even in the event of the said Government being able to advance a plea of *force majeure*.

5. If the Government of the Democratic Republic of the Sudan does not make available within the period defined in accordance with point 2 (a) of the agreement a ship with suitable and adequate cargo space, the said Government shall be deemed to be in default unless it informs the Netherlands Government by telegram not later than the last day of the said period of its desire to have the period extended. If application for extension has been made in this manner, the Netherlands Government shall store the goods at the expense and risk of the Government of the Democratic Republic of the Sudan; any extra costs incurred in this respect shall be debited to the Government of the Democratic Republic of the Sudan.

6. If the Government of the Democratic Republic of the Sudan makes available a ship the dimensions of which preclude its being loaded in the port at which loading was to have been effected, the said Government shall bear any consequences resulting therefrom.

7. If the Netherlands Government does not make the goods available for loading in time, the consequences, even if due to *force majeure*, particularly demurrage and/or dead freight, shall devolve upon the Netherlands Government in accordance with the charter party demurrage clause, stating that the demurrage shall not exceed the amount per weather working days mentioned in the transport contract.

### III

1. There shall be a tolerance at the moment of loading of 5% on the quantities of the deliveries or part-deliveries stated in accordance with point 2 (a) of the agreement, provided the total quantity of 2000 tons is not thus exceeded.

2. If the entire quantity supplied for loading into a certain ship cannot be taken on board owing to circumstances beyond the Netherlands Government's control, the portion that cannot be loaded within the period set shall be stored at the expense and risk of the Government of the Democratic Republic of the Sudan. The Government of the Democratic Republic of the Sudan shall have the right to inform the Netherlands Government within fifteen working days after it has been told that storage has been resorted to that it does not wish to take delivery of the portion that could not be loaded; in that case the cost and risk of storage shall devolve upon the Netherlands Government.

3. In that case the Netherlands Government shall be deemed to have met its obligations in respect of the delivery or part-delivery concerned.

#### IV

When the goods are on board, the Netherlands Government shall inform the Government of the Democratic Republic of the Sudan without delay of the date of loading and of the quality and the quantity loaded as ascertained at the moment of loading and entered on the relevant Bill of Lading.

#### V

The Government of the Democratic Republic of the Sudan shall appoint a representative in each port at which loading is to be effected to ensure that the operation is carried out smoothly.

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#### Nr. II

MFA/ECO/64.A.30.

The Ministry of Foreign Affairs of the Republic of the Sudan presents its compliments to the Royal Netherlands Embassy and with reference to the Embassy's note No. 2439 dated 24th October, 1969 has the honour to inform that the Government of the Democratic Republic of the Sudan agrees to all the conditions specified in the above mentioned note with annex.

The Ministry of Foreign Affairs of the Democratic Republic of the Sudan avails itself of this opportunity to renew to the Royal Netherlands Embassy the assurances of its highest consideration.

Khartoum 3rd December, 1969.

*To: The Royal Netherlands Embassy,  
Khartoum.*

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#### G. INWERKINGTREDING

De bepalingen van de in de brieven vervatte overeenkomst zijn ingevolge het in de brieven ter zake gestelde op 3 december 1969 in werking getreden.

Wat het Koninkrijk der Nederlanden betreft, geldt de overeenkomst alleen voor Nederland.

J. GEGEVENS

Van het op 15 oktober 1967 te Washington tot stand gekomen Voedselhulpverdrag, tot uitvoering van welk Verdrag de onderhavige overeenkomst strekt, zijn tekst en vertaling geplaatst in *Trb.* 1968, 35; zie ook *Trb.* 1969, 113.

Uitgegeven de zesentwintigste januari 1970.

*De Minister van Buitenlandse Zaken,*

J. LUNS.