

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1971 Nr. 166

A. TITEL

*Overeenkomst tussen het Koninkrijk der Nederlanden
en de Democratische Republiek Soedan inzake samenwerking
op het gebied van veterinaire en veeteeltkundige opleiding
in Hillat Koekoe (Soedan);
Khartoem, 1 juli 1971*

B. TEKST

Agreement between the Government of the Kingdom of the Netherlands and the Government of the Democratic Republic of the Sudan on collaboration in the field of veterinarian and animal husbandry training in Hillat Kuku (the Sudan)

The Government of the Kingdom of the Netherlands and the Government of the Democratic Republic of the Sudan, desiring to collaborate in the field of veterinarian and animal husbandry training in Hillat Kuku (the Sudan), have agreed as follows:

Article I

Object of Collaboration

1. The two Governments shall collaborate in initiating and operating a project in the field of veterinarian and animal husbandry (hereinafter referred to as "the Project").

2. Thereto shall be established, in the premises of the Hillat Kuku Livestock and Poultry Research Centre in the Sudan, a Veterinarian and Animal Husbandry Training Institute (hereinafter referred to as "the Institute").

3. The Institute shall provide practical and theoretical training in veterinarian and animal husbandry at higher secondary level.

Students of Sudanese nationality shall be admitted to the Institute for training as managers on farms or animal husbandry consultants.

4. The collaboration of the two Governments in this project shall be for a period of four years. Both Parties may, however, agree to extend or shorten the period in conformity with the "Schedule of Operations" referred to in Article VIII of this Agreement.

Article II

Specification of the Contribution of each Government

1. The Netherlands Government shall contribute to the execution of the Project a sum not exceeding 1,500,000.- (One Million Five Hundred Thousand) Netherlands guilders.

2. The Netherlands Government shall make available:

- a team of Netherlands experts for service in the Sudan;
- individual experts for short visits to the project;
- a number of fellowships for Sudanese trainees;
- equipment to a value not exceeding 225,000.- (Two Hundred and Twenty Five Thousand) Netherlands guilders, including all expenditure incurred in connection with the overseas transport thereof to the most convenient port in the Sudan.

3. The Sudanese Government shall:

- provide adequate facilities for accommodating the Institute at the Hillat Kuku Livestock and Poultry Research Centre in the Sudan;
- enlist, as far as possible, the stock-breeding facilities in the surrounding area in support of the training given;
- provide a sufficient number of qualified counterparts for the Netherlands experts;
- provide an adequate number of other personnel to enable the training to be given;
- make provision to ensure that after an appropriate period the Netherlands experts can be replaced by Sudanese nationals.

4. The Sudanese Government shall accept for its account all charges to be made in respect of the insurance, transportation, storage etc. of the equipment, sent by the Netherlands, from the Sudanese port of arrival to Hillat Kuku.

5. The Sudanese Government shall bear the cost of running the Institute (excluding the salaries of the Netherlands experts), and the cost of running and maintaining the equipment of Netherlands origin.

6. The Sudanese Government shall provide housing with hard furnishing for each Netherlands expert and his family or the payment of rent allowance at a rate to be agreed from time to time between the two Governments.

7. The Sudanese Government shall bear the actual transportation and luggage costs of duty trips undertaken by the Netherlands experts in the Sudan in addition to paying daily travel allowances as prescribed by the relevant Sudanese regulations.

Article III

Sudanese facilities on behalf of Netherlands Personnel

1. The Government of the Sudan shall:

- (a) permit the Netherlands experts and their families freely to enter or leave the country at any time and grant free of charge labour and residence permits as when required in connection with the execution of the Project;
- (b) provide the Netherlands experts with documents identifying them and promising them full assistance by the appropriate national authorities in the performance of the tasks assigned to them;
- (c) exempt each of the Netherlands experts under the terms of this Agreement from the payment of income tax and other direct taxes on salaries, allowances and emoluments received from the Netherlands Government;
- (d) exempt each of the Netherlands experts and members of their families from all import and export duties as well as other fiscal charges in respect of furniture, personal effects and professional equipment imported by them, provided that all such articles shall be re-exported; if sold locally the applicable customs duty on the assessed value at the time of sale shall have to be paid. The term "personal effects" shall also include for each household one motor-car, one refrigerator, one domestic freezer, one radio, record player and tape-recorder, one television set, as also one airconditioning appliance and one set of photographic equipment per person;
- (e) exempt the Netherlands personnel from national services obligations;
- (f) exempt the Netherlands experts from rates (other than rates specifically levied for public utility) payable to local authorities;
- (g) grant the Netherlands personnel, as far as their Netherlands salaries, allowances and emoluments are concerned, the same privileges in respect of exchange facilities as are accorded

to diplomatic missions, *inter alia*, the right to an external account.

2. The Government of the Sudan shall:

- (a) indemnify and hold harmless the Government of the Netherlands and their experts, agents or employees against any and all liability suits, actions, claims, damages, special and general, arising as a result of death or injury to persons or property or related to any other losses resulting from or connected with any act or omission, performed in the course of their duties under this Agreement, except where such claims or liabilities arise from gross negligence or wilful misconduct on the part of such expert, agent or employee;
- (b) be entitled, in the event it undertakes to meet any claim on behalf of a Netherlands expert, agent or employee, to exercise and enforce the benefit of any right of set-off, counter-claim, indemnity, contribution, guarantee, defence or insurance to which such expert, agent or employee is entitled. The Netherlands Government shall place at the disposal of the Government of the Sudan any information or other assistance required for the handling of any claim to which the provisions of this paragraph relate and shall make available for all necessary purposes such personnel as may be required, to give evidence in the matter.

Article IV

Sudanese facilities for Netherlands equipment

The Government of the Sudan shall exempt from all import and export duties and other public charges the funds, equipment and other supplies provided by the Netherlands Government in connection with the implementation of the Project.

Article V

Status of the Netherlands personnel

1. The Netherlands Government shall appoint a project leader who shall be responsible to the Netherlands authorities for the Netherlands assistance to be rendered within the framework of the project and for reporting thereon to these authorities.

2. The project leader shall act in close consultation with the Government of the Sudan and with the authorities designated by that Government in matters concerning the technical activities of the Netherlands personnel, and shall respect the operational instructions given by that Government or by such authorities as may be pertinent

in view of the nature of his duties and of the technical assistance to be given.

3. The Government of the Sudan shall not request the Netherlands personnel to take part in any activities other than those described in the present Agreement or in the Schedule of Operations referred to in Article VIII of this Agreement.

4. The Government of the Sudan shall provide the Netherlands experts with any information that the latter consider necessary for the efficient execution of operations in the project.

5. The Government of the Sudan shall be responsible for the safety of the Netherlands personnel, their families and their property.

6. The Netherlands Government shall order the Netherlands personnel to respect Sudanese law and to abstain from any activity that is inconsistent with the spirit of the present Agreement. In particular they shall abstain from any political activity in the Sudan.

7. The Sudanese Government may request the Netherlands Government to recall members of the Netherlands team, if the professional or personal conduct of the person or the persons concerned justifies such a measure. However the Sudanese Government shall not have recourse to such an expedient until it has consulted the competent Netherlands Authority.

Article VI

Status of Netherlands equipment and other supplies

All equipment and other supplies, contributed by the Netherlands Government to serve the purpose of the Project, shall remain the ownership of the Netherlands Government for the duration of the Project. Shortly before the termination of the Project both Governments shall consult together on the ultimate destination and the eventual transfer of ownership of the materials.

Article VII

Competent Authorities

1. The responsibility for all activities in connection with the Netherlands contribution to the project shall lie with the competent Netherlands Authority, namely the Directorate for International Technical Assistance of the Ministry of Foreign Affairs of the Kingdom of the Netherlands.

2. The responsibility for all activities in connection with the Sudanese contribution to the project shall lie with the competent Sudanese Authority, namely the Minister of Animal Resources of the Democratic Republic of the Sudan.

3. Each of the competent Authorities is entitled to delegate certain activities under its responsibility to other authorities or organizations. In cases where one competent Authority makes such a delegation it shall inform the other competent Authority thereof.

Article VIII

Schedule of Operations

The competent Authorities of each Government shall establish in joint consultation a "Schedule of Operations"¹⁾, giving all details on the implementation of the Articles I and II of the present Agreement, and including an organization chart, a time schedule and a budget.

The Schedule of Operations shall be considered to form an integral part of this Agreement.

Article IX

Final Clauses

1. This Agreement shall enter into force on the day on which both Governments have notified each other in writing that the formalities constitutionally required in their respective countries have been complied with.

2. It shall remain valid until six months after either Government has notified the other in writing of its intention to terminate the Agreement or until six months after the two Governments have confirmed each other in writing that, in accordance with the provisions of paragraph 4 of Article I of the present Agreement, the operations are terminated, whichever date is earlier.

3. Notwithstanding the contents of paragraph 1 of this Article, this Agreement shall provisionally be applied as from the date of its signature.

4. The Government of the Democratic Republic of the Sudan intends to take, upon completion of the Project and termination of this Agreement, appropriate measures for the continuation of the operations as provided for in this Agreement and in the Schedule of Operations.

IN WITNESS WHEREOF the undersigned, duly authorized thereto, have signed the present Agreement.

¹⁾ De tekst van het „Schema van Uitvoering” is afgedrukt in rubriek J van dit *Tractatenblad*.

DONE at Khartoum, this 1st day of July 1971 in two originals, in the English language.

For the Government of the Kingdom of the Netherlands:

(sd.) VAN DER FELTZ

For the Government of the Democratic Republic of the Sudan:

(sd.) M. A. HALIM

C. VERTALING

Overeenkomst tussen de Regering van het Koninkrijk der Nederlanden en de Regering van de Democratische Republiek Soedan inzake samenwerking op het gebied van veterinaire en veeteeltkundige opleiding in Hillat Koekoe (Soedan)

De Regering van het Koninkrijk der Nederlanden en de Regering van de Democratische Republiek Soedan, geleid door de wens samen te werken op het gebied van veterinaire en veeteeltkundige opleiding in Hillat Koekoe (Soedan), zijn als volgt overeengekomen:

Artikel I

Doel der samenwerking

1. De beide Regeringen zullen samenwerken bij het opzetten en uitvoeren van een project op het gebied van veterinaire en veeteeltkundige opleiding (hierna te noemen: „het project”).

2. Hiertoe zal op het terrein van het Onderzoekcentrum voor Vee en Pluimvee te Hillat Koekoe in Soedan een Veterinair en Veeteeltkundig Opleidingsinstituut (hierna te noemen „het Instituut”) worden gevestigd.

3. Het Instituut zal een praktische en theoretische opleiding in veeartsenijkunde en veeteelt verschaffen op het niveau van hoger beroepsonderwijs.

Studenten die de Soedanese nationaliteit bezitten worden tot het Instituut toegelaten om te worden opgeleid als bedrijfsleiders op boerderijen of als veeteeltconsulenten.

4. De duur van de samenwerking van de Regeringen met betrekking tot dit project wordt bepaald op een periode van vier jaar. Beide Partijen kunnen echter overeenkomen deze periode te ver-

lengen of te verkorten overeenkomstig het „Schema van Uitvoering” bedoeld in artikel VIII van deze Overeenkomst.

Artikel II

Specificatie van de bijdrage van elke Regering

1. De Nederlandse Regering draagt bij aan de uitvoering van het project tot een bedrag van maximaal f 1.500.000,- (één miljoen vijfhonderdduizend Nederlandse guldens).

2. De Nederlandse Regering stelt beschikbaar:

- een team van Nederlandse deskundigen dat in Soedan werkzaam zal zijn;
- afzonderlijke deskundigen voor korte bezoeken aan het project;
- een aantal beurzen voor Soedanezen in opleiding;
- uitrusting tot een waarde van maximaal f 225.000,- (tweehonderdvijfentwintigduizend Nederlandse guldens), waaronder begrepen alle te maken kosten in verband met het vervoer daarvan overzee naar de meest geschikte haven in Soedan.

3. De Soedanese Regering:

- treft passende voorzieningen voor de huisvesting van het Instituut in het Onderzoekcentrum voor Vee en Pluimvee te Hillat Koekoe in Soedan;
- maakt zoveel mogelijk gebruik van de mogelijkheden tot vee fokkerij in het omringende gebied ter ondersteuning van de te geven opleiding;
- voorziet in een voldoende aantal bekwame lokale medewerkers van de Nederlandse deskundigen;
- voorziet in een voldoende aantal andere personeelsleden om de te geven opleiding mogelijk te maken;
- treft voorzieningen ten einde te verzekeren dat de Nederlandse deskundigen na een redelijke periode kunnen worden vervangen door Soedanese onderdanen.

4. De Soedanese Regering neemt alle kosten voor haar rekening, die gemaakt moeten worden voor verzekering, transport, opslag, enz. van de door Nederland te verzenden uitrusting, van de aankomsthaven in Soedan naar Hillat Koekoe.

5. De Soedanese Regering draagt de exploitatiekosten van het Instituut (exclusief de salarissen van de Nederlandse deskundigen), alsmede de exploitatie- en onderhoudskosten van de uit Nederland afkomstige apparatuur.

6. De Soedanese Regering verschaft een gemeubileerde woon- gelegenheid voor elke Nederlandse deskundige en zijn gezin, of be-

taalt een huurtoelage ten belope van een van tijd tot tijd tussen de beide Regeringen overeen te komen bedrag.

7. De Soedanese Regering draagt de feitelijke kosten van reizigers- en bagagevervoer wegens door de Nederlandse deskundigen ondernomen dienstreizen in de Republiek Soedan, een en ander naast de betaling van de dagelijkse reistoelagen, voorgeschreven in-gevolge de hierop van toepassing zijnde Soedanese reglementen.

Artikel III

Soedanese faciliteiten ten behoeve van het Nederlandse personeel

1. De Regering van Soedan

- (a) staat de Nederlandse deskundigen en hun gezinnen toe vrijelijk en te allen tijde het land binnen te komen of te verlaten en verschaft kosteloos werk- en verblijfsvergunningen indien en wanneer deze vereist zijn in verband met de uitvoering van het project;
- (b) voorziet de Nederlandse deskundigen van legitimatiedocumenten en zegt hun alle hulp van de betrokken nationale autoriteiten toe bij de uitvoering van de hun opgedragen taken;
- (c) stelt iedere Nederlandse deskundige die onder deze Overeenkomst valt vrij van betaling van inkomstenbelasting en andere directe belastingen op salarissen, toelagen en emolumenten, ontvangen van de Nederlandse Regering;
- (d) stelt de Nederlandse deskundigen en de leden van hun gezinnen vrij van betaling van alle invoer- en uitvoerrechten en andere belastingen met betrekking tot meubilair, persoonlijke goederen en beroepsuitrusting, door hen geïmporteerd, mits al dergelijke artikelen weer worden uitgevoerd; indien zij ter plaatse worden verkocht dienen de gebruikelijke douanerechten te worden betaald over de geschatte waarde ten tijde van de verkoop. De zgn. „persoonlijke goederen” omvatten ook voor elke huishouding een auto, een koelkast, een diepvrieskist, een radiotoestel, grammofoonplaatenspeler en bandopname-apparaat, een televisietoestel, alsmede een airconditioning-installatie en een fotografische uitrusting per persoon;
- (e) stelt het Nederlandse personeel vrij van nationale dienstplicht;
- (f) stelt de Nederlandse deskundigen vrij van plaatselijke belastingen, andere dan de uitdrukkelijk voor openbare voorzieningen geheven belastingen;
- (g) verleent het Nederlandse personeel wat betreft hun Nederlandse salarissen, toelagen en emolumenten dezelfde voorrechten ten aanzien van overmakingen van gelden als worden

toegestaan aan diplomatieke missies, o.a. het recht op een rekening voor niet-ingezetenen.

2. De Regering van Soedan

- (a) stelt schadeloos en vrijwaart de Regering van het Koninkrijk der Nederlanden alsmede haar deskundigen, vertegenwoordigers of personeel voor processen inzake aansprakelijkheid, gerechtelijke stappen, vorderingen, schaden, zowel bijzondere als algemene, die ontstaan ten gevolge van overlijden, letsel of schade toegebracht aan personen of goederen, of met betrekking tot alle andere verliezen die het gevolg zijn van of verband houden met enig handelen of nalaten tijdens het vervullen van hun onder deze Overeenkomst vallende werkzaamheid, behalve wanneer dergelijke vorderingen of aansprakelijkheden het gevolg zijn van grove nalatigheid of opzettelijk onjuist optreden van genoemde deskundigen, vertegenwoordigers of genoemd personeel;
- (b) is gerechtigd om, ingeval zij op zich neemt te voldoen aan enigerlei vordering namens een Nederlandse deskundige, vertegenwoordiger of personeelslid, alle rechten op dading, tegenvordering, schadeloosstelling, bijdragen, waarborgen, verdediging of verzekering, waarop zodanige deskundige, vertegenwoordiger of zodanig personeelslid aanspraak maakt, uit te oefenen en te benutten.

De Nederlandse Regering verschaft de Regering van Soedan alle inlichtingen en andere bijstand die deze nodig heeft voor de behandeling van enigerlei vordering waarop het bepaalde in dit lid betrekking heeft en stelt, waar dit nodig mocht zijn, het personeel ter beschikking dat in de desbetreffende zaak bewijs zal moeten leveren.

Artikel IV

Soedanese faciliteiten ten behoeve van Nederlandse uitrusting

De Regering van Soedan stelt alle door de Nederlandse Regering in verband met de uitvoering van het project te verschaffen fondsen, uitrusting en andere goederen vrij van alle in- en uitvoerbelastingen en andere openbare heffingen.

Artikel V

Status van het Nederlandse personeel

1. De Nederlandse Regering wijst een projectleider aan, die tegenover de Nederlandse autoriteiten verantwoordelijk is voor de in het kader van het project te verlenen Nederlandse bijstand en voor het uitbrengen van verslagen aan deze autoriteiten.

2. De projectleider handelt ter zake van de technische activiteiten van het Nederlandse personeel in nauw overleg met de Regering van Soedan en met de door die Regering aangewezen autoriteiten en hij eerbiedigt de door die Regering of de betrokken autoriteiten gegeven operationele instructies ten aanzien van het karakter van zijn taak en van de te verlenen technische bijstand.

3. De Regering van Soedan zal van het Nederlandse personeel niet verlangen dat het deelneemt aan andere werkzaamheden dan die, welke zijn omschreven in deze Overeenkomst of in het Schema van Uitvoering bedoeld in artikel VIII van deze Overeenkomst.

4. De Regering van Soedan verschaft de Nederlandse deskundigen alle inlichtingen die door hen nodig worden geacht voor de doeltreffende uitvoering van de werkzaamheden binnen het project.

5. De Regering van Soedan is verantwoordelijk voor de veiligheid van het Nederlandse personeel, hun gezinnen en hun eigendommen.

6. De Nederlandse Regering draagt het Nederlandse personeel op de Soedanese wet te eerbiedigen en zich te onthouden van enige activiteit die onverenigbaar is met de geest van deze Overeenkomst. In het bijzonder dienen zij zich te onthouden van alle politieke activiteiten in Soedan.

7. De Soedanese Regering kan de Nederlandse Regering verzoeken leden van het Nederlandse team terug te roepen indien het gedrag bij de beroepsuitoefening of het persoonlijk gedrag van de betrokkene of de betrokkenen een zodanige maatregel wettigt. De Regering van Soedan neemt evenwel haar toevlucht tot zulk een maatregel eerst dan, nadat zij de bevoegde Nederlandse autoriteiten heeft geraadpleegd.

Artikel VI

Status van Nederlandse uitrusting en andere goederen

Alle uitrusting en andere goederen die door de Nederlandse Regering worden bijgedragen ten behoeve van de verwezenlijking van het project blijven voor de duur van het project het eigendom van de Nederlandse Regering. Kort voor de beëindiging van het project zullen beide Regeringen onderling overleg plegen aangaande de uiteindelijke bestemming en de eventuele eigendomsoverdracht van de materialen.

Artikel VII

Bevoegde autoriteiten

1. De verantwoordelijkheid voor alle activiteiten die verband houden met de Nederlandse bijdrage aan het project berust bij de bevoegde Nederlandse autoriteit, te weten de Directie Internationale Technische Hulp van het Ministerie van Buitenlandse Zaken van het Koninkrijk der Nederlanden.

2. De verantwoordelijkheid voor alle activiteiten die verband houden met de Soedanese bijdrage aan het project berust bij de bevoegde Soedanese autoriteit, te weten de Minister van Veeteelt van de Democratische Republiek Soedan.

3. Elk der bevoegde autoriteiten is gerechtigd bepaalde onder haar verantwoordelijkheid vallende activiteiten over te dragen aan andere autoriteiten of organisaties. In de gevallen waarin een bevoegde autoriteit een dergelijke overdracht verricht, dient zij de andere bevoegde autoriteit daarvan in kennis te stellen.

Artikel VIII

Schema van Uitvoering

De bevoegde autoriteiten van elke Regering stellen in onderling overleg een „Schema van Uitvoering” ¹⁾ op, met alle bijzonderheden over de uitvoering van de artikelen I en II van deze Overeenkomst, hierbij inbegrepen een organisatieschema, een tijdschema en een begroting.

Het Schema van Uitvoering wordt geacht een integrerend deel van deze Overeenkomst te vormen.

Artikel IX

Slofbepalingen

1. Deze Overeenkomst treedt in werking op de dag waarop de beide Regeringen elkander schriftelijk hebben medegedeeld dat aan de in hun onderscheiden landen grondwettelijk vereiste formaliteiten is voldaan.

2. Zij blijft van kracht tot zes maanden nadat een der beide Regeringen de andere schriftelijk kennis zal hebben gegeven van haar voornemen de Overeenkomst te beëindigen, of tot zes maanden nadat de beide Regeringen elkander schriftelijk hebben bevestigd dat in overeenstemming met het bepaalde in het vierde lid van artikel I van deze Overeenkomst de werkzaamheden zijn beëindigd, welke van beide data het eerst valt.

3. Onverminderd het bepaalde in het eerste lid van dit artikel, wordt deze Overeenkomst voorlopig toegepast vanaf de datum van haar ondertekening.

4. De Regering van de Democratische Republiek Soedan is voornemens, bij de voltooiing van het project en de beëindiging van deze Overeenkomst passende maatregelen te nemen voor de voortzetting van de werkzaamheden waarin deze Overeenkomst alsmede het Schema van Uitvoering voorzien.

¹⁾ De tekst van het „Schema van Uitvoering” is afgedrukt in rubriek J van dit *Tractatenblad*.

TEN BLIJKE WAARVAN de ondergetekenden, hiertoe behoorlijk gemachtigd, deze Overeenkomst hebben ondertekend.

GEDAAN te Khartoem, op 1 juli 1971, in twee oorspronkelijke exemplaren in de Engelse taal.

Voor de Regering van het Koninkrijk der Nederlanden,

(w.g.) VAN DER FELTZ

Voor de Regering van de Democratische Republiek Soedan,

(w.g.) M. A. HALIM

D. GOEDKEURING

De Overeenkomst behoeft ingevolge artikel 60, tweede lid, van de Grondwet de goedkeuring der Staten-Generaal, alvorens in werking te kunnen treden.

G. INWERKINGTREDING

De bepalingen van de Overeenkomst zullen ingevolge artikel IX, eerste lid, in werking treden op de dag, waarop de beide Regeringen elkaar schriftelijk hebben medegedeeld, dat aan de grondwettelijk vereiste formaliteiten in hun onderscheiden landen is voldaan. De Overeenkomst wordt echter ingevolge het derde lid van hetzelfde artikel vanaf 1 juli 1971 voorlopig toegepast.

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

J. GEGEVENS

De tekst van het „Schema van Uitvoering”, naar welk Schema onder meer in artikel VIII van de onderhavige Overeenkomst wordt verwezen, luidt als volgt:

Schedule of Operations concerning the Sudan Veterinarian and Animal Husbandry Training Institute at Hillat Kuku

This Schedule of Operations has been drawn up in joint consultation between the Competent Authority of the Kingdom of the Netherlands and the Competent Authority of the Democratic Republic of the Sudan in virtue of Article VIII of the Agreement between both Governments on collaboration in the field of veterinarian and animal husbandry training in Hillat Kuku (the Sudan).

I. GENERAL

- | | |
|--|--|
| 1. Name of the Project: | Sudan Veterinary and Animal Husbandry Training Institute. |
| 2. Aim of the Project: | Establishment of a Veterinary and Animal Husbandry Training Institute on the premises of the Hillat Kuku Livestock and Poultry Research Centre, to train middle-grade technical assistants for work in the field of health, animal production and range management in the Sudan. |
| 3. Language: | The official languages will be Arabic and English. |
| 4. Duration of the Project: | 4 years. |
| 5. Netherlands Contribution:
(see Article II of the Agreement): | Experts
Fellowships
Visiting experts
Equipment. |
| 6. Sudanese Contribution:
(see Article II of the Agreement) | Land and buildings.
Institute's running cost, counterparts, teachers, clerical staff. |
| 7. Competent Netherlands Authority: | The Minister without Portfolio in Charge of Aid to Developing Countries of the Kingdom of the Netherlands (see the foot-note). |
| 8. Competent Sudanese Authority: | The Ministry of Animal Resources of the Democratic Republic of the Sudan. |

Note

The Directorate for International Technical Assistance of the Netherlands Ministry of Foreign Affairs will act on behalf of the Competent Netherlands Authority, assisted by a technical advisory body. This body shall be organized by the International Agricultural Centre, acting on behalf of the Netherlands Minister of Agriculture and Fisheries.

SCHEDULE OF OPERATIONS OF THE SUDAN
VETERINARIAN AND ANIMAL HUSBANDRY
TRAINING INSTITUTE

II. THE PROJECT

1. *Aims*

The Netherlands and the Sudan shall co-operate in establishing and operating a Veterinarian and Animal Husbandry Training Institute at Hillat Kuku, the Sudan. Said co-operation between the two countries will be referred to hereinafter as "the Project". The veterinarian and Animal Husbandry Training Institute will be referred to as the "VAHTI", or "the Institute".

The object of the VAHTI is to provide training for middle-grade technical assistance in the many sectors of health, animal production and range management so that education and training in Animal Husbandry at higher secondary level that is broad in scope and both theoretical and practical may be given to students of Sudanese nationality, who after graduation at this school will be able, on the one hand, to undertake important work in collaboration with University graduates and on the other, to act as responsible, qualified leaders and advisers.

2. *Basic data*

2.1 *Location of VAHTI*

The Institute will be located in the grounds of the Hillat Kuku Livestock and Poultry Research Centre. Construction will be completed as shall be indicated in a time schedule.

2.2 *Syllabus and Curriculum*

The course shall comprise practical training and the related theoretical instruction. A detailed curriculum and syllabus shall be drawn up jointly by the Netherlands Project leader and the Sudanese Principal and shall receive final approval before the course starts.

2.3 *Duration of Course*

The duration of the course will be two years, each year comprising 48 school weeks. In the first year, teaching will be given in class for 32 weeks, 36 hours per week: 25% theory, 75% practical work. During the rest of the year there will be practical work in the field for 16 weeks under the guidance of teachers and with the assistance of various agricultural officers. In the second year there will be 32 school weeks with 36 teaching hours per week:

45% theory and 55% practical work; during the rest of the year there will be 16 weeks of practical work in the field.

2.4 *Enrolment*

The Institute's annual intake shall be limited to 60. Enrolment shall take place once a year. The Netherlands Project Leader shall be involved to the greatest possible extent in the selection of the students.

2.5 *Admission*

The minimum age for admission shall be 18 years. The minimum educational qualification required shall be General Secondary School Certificate: Grade III with credits in Science and English.

III. SPECIFICATION OF THE CONTRIBUTIONS OF BOTH GOVERNMENTS

1. *Netherlands Government Contribution*

1.1 *The Team*

The Netherlands Government shall make the following experts available:

1.1 (1) *A Project Leader*

The Project Leader shall be appointed with the approval of the Government of the Republic of the Sudan. The Netherlands Project Leader shall be a university-trained graduate. He shall act as adviser to the Principal of the Institute and assist him in managing the VAHTI. He shall also teach in general Animal Husbandry and Breeding. He shall be available three months before the start of the project and in principle during its entire duration.

1.1 (2) *Other experts*

- one university-trained graduate, who shall be a Teacher in Fodder Crop, Husbandry, Nutrition and Dairying;
- one diplomate, who shall be a Vocational Teacher in Animal Husbandry and Dairying;
- one diplomate, who shall be a Vocational Teacher in Poultry Husbandry.

The experts shall be present in the Sudan as indicated in the time schedule (Annex D).

1.1 (3) *Appointments and recall of experts*

The responsibility for appointing and recalling the experts shall rest with the competent Netherlands Authority. The names and other particulars of the experts to be made available for the project by the Netherlands shall be submitted to the Government of the Democratic Republic of the Sudan for approval. The Government of the Democratic Republic of the Sudan shall in each case make its decision known to the competent Netherlands Authority as soon as possible and shall complete, in good time, the necessary entry formalities for the persons concerned. The competent Netherlands Authority shall prepare an assignment for each expert in which duties are described.

1.2 *Fellowships*

Fellowships will be awarded; the number and duration of these fellowships shall be fixed in consultation between both competent Authorities and be arranged in conformity with the existing arrangements concerning the programme of fellowships of the competent Netherlands Authority.

1.3 *Equipment*

Equipment shall be provided at a cost not exceeding Dfl. 225,000.-. Lists of equipment shall be drawn up by the competent Netherlands Authority in consultation with the competent Sudanese Authority (Annex A).

The equipment shall be for the exclusive use of the Veterinarian and Animal Husbandry Training Institute at Hillat Kuku.

The following may be mentioned as constituting import elements:

- a) equipment and furniture for four classrooms;
- b) essential equipment for two laboratories;
- c) vehicles for the transport of experts;
- d) the requisite general teaching materials;
- e) special teaching materials for individual subjects.

1.4 *Visiting experts*

The Netherlands Government may send, in so far as the budget permits, visiting experts from the Netherlands to the project as the VAHTI.

2. *Sudanese Government Contribution*

2.1 (1) The Principal of the Institute shall be the counterpart of the Netherlands Project Leader. He shall be available three months before the start of the Project and during its entire duration.

2.1 (2) For the other Netherlands experts counterparts shall be present during the periods which shall be specified in a time schedule.

2.2 *Other teaching staff*

Besides the direct counterparts of the Netherlands experts, the following part-time teachers shall be present during the periods which shall be specified in a time schedule:

- 1 part-time teacher – university graduate to teach animal health;
- 1 part-time teacher – university graduate to teach economics;
- 1 part-time teacher – university graduate to teach information work;
- 3 part-time teachers – university graduates to teach agricultural industries;
- 2 part-time teachers – non graduates responsible for practical work in stock-breeding.

2.3 *Office staff and other personnel*

- 1 caretaker for the institute building;
- 1 chief clerk;
- 1 book-keeper;
sufficient clerical staff;
- 1 caretaker for students' residence, canteen and grounds;
- 1 domestic superintendant;
sufficient auxiliary staff;
an adequate number of gardeners;
an adequate number of drivers.

2.4 *Land and Buildings*

2.4 (1) *Land*

The institute will be constructed on the premises of the Hillat Kuku Livestock and Poultry Research Centre on a plot indicated on Annex E.

2.4 (2) *Buildings*

The Sudanese Government shall bear the cost of building the Veterinarian and Animal Husbandry Training Institute, the work being carried out in accordance with the plans approved by the competent Netherlands Authority.

The Sudanese Government shall also ensure that the grounds around the institute are made suitable for teaching purposes.

2.5 *Equipment*

The Sudanese Government shall bear all costs of equipment and fittings that are not covered by the Netherlands contribution. The following important features in this respect may be mentioned:

- The provision, in the students' residence, of:
 - a. study-bedrooms for 4 persons per room;
 - b. room for student in charge;
 - c. sick room;
 - d. dining-room;
 - e. kitchen and appartment room;
 - f. laundry room;
 - g. washroom;
- fitting out of assembly hall and library;
- fitting out of common-room and canteen, with washroom;
- fitting out of school building, viz.:
 - a. one doorkeeper's room;
 - b. 4 teacher's studies;
 - c. 1 teacher's common-room;
 - d. washroom;
 - e. storage accommodation for teaching material etc.
- fitting out of office building:
 - a. Principal's office;
 - b. Project Leader's office;
 - c. reception room;
 - d. general offices;
 - e. washroom;
- 1 large and 1 small school bus.

The cost of maintenance, repair and replacement of such equipment, as also the cost of spare parts therefore, shall be borne by the Sudanese Government.

2.6 *Cost of transport, loading, unloading, transshipment, storage and insurance*

The Sudanese Government shall pay the clearance charges in respect of the project equipment to be supplied by the Netherlands and shall bear the cost of transport from port of entry into the Sudan to final destination, loading, unloading, storage and other related items, as also the cost of any insurance.

The cost of transport insurance for project equipment shall be borne by the Netherlands Government. The insurance shall cover transport from port of dispatch to final destination.

2.7 *Running costs*

The costs of running the VAHTI shall be borne by the Sudanese Government. Such costs shall also comprise financial arrangements for the students such as will enable them to take part in practical work in the field and running costs in respect of the vehicles.

2.8 *Miscellaneous*

The competent Sudanese Authority shall provide the competent Netherlands Authority with all information available to the Sudan which either party deems helpful in that it affords a clear picture of operations in the VAHTI.

3. *Organization and Duties*

3.1 *Sudanese staff*

Principal

The day-to-day management of the Institute shall be entrusted to a Principal to be appointed by the competent Sudanese Authority.

The Principal shall manage the Institute in accordance with General rules and directives drawn up by the competent Sudanese Authority.

The Principal shall be answerable to the competent Sudanese Authority for all matters concerning the implementation of the Sudanese share of the project as described in this Schedule of Operations.

In performing his duties, the Principal shall co-operate closely with the Project Leader, who shall assist the Principal in an advisory capacity.

The Principal shall be in charge of Sudanese personnel.

3.2 *Netherlands staff*

Netherlands Senior Expert (Project Leader)

In the preparatory phase, the Project Leader shall keep a progress check on the building operations.

The Project Leader shall advise on the equipping of the VAHTI.

The Project Leader shall advise on the appointment of full-time, part-time and vocational teachers. He shall draw up the final training programme and time-table in co-operation with the Principal. As far as the project is concerned, the Project Leader shall represent the competent Netherlands Authority in the Sudan and shall be answerable to the Netherlands Ambassador at Khartoum. Accordingly, he shall be answerable to the competent Netherlands Authority for all matters concerning the implementation of the Netherlands share in the project as described in this Schedule of Operations.

He shall afford the Principal every opportunity to benefit by his knowledge and experience, so that the Principal will be able to run the Institute when the Project, as such, comes to an end.

He shall keep himself informed of all teaching activities in the Institute, for which purpose he shall have access at all times to all classrooms, laboratories, etc.

He shall consult with the Principal at regular intervals on matters relating to the management of the Institute. The Project Leader may delegate one or more of his duties to a deputy Project Leader, to be appointed by the competent Netherlands Authority, or to any of the other Netherlands experts approved for this purpose by the competent Netherlands Authority.

He shall report to the competent Netherlands Authority in accordance with his written instructions.

3.3 *Other Netherlands experts*

Under the supervision and guidance of the Project Leader, the Netherlands experts shall initiate and develop courses of instruction in the subjects to be taught by them.

They shall assist in drawing up the training programme, supervising the activities in their respective subjects. They shall afford their counterparts every opportunity to benefit by their knowledge and experience so that the latter may be capable of continuing the work independently when the Project, as such, comes to an end.

The Project Leader shall be informed of any major differences of opinion between the experts and their counterparts. He shall consult with the Principal on the manner of settling such disputes.

The Netherlands competent Authority shall, in consultation with the competent Sudanese Authority, draw up a job description (which will form part of the Agreement) for every Netherlands expert to be sent out on assignment.

3.4 *Leaves*

The Netherlands experts attached to the VAHTI shall be entitled to periodical leave in accordance with the regulations in force for civil servants in the employment of the Government of the Netherlands.

In consultation with the Principal and experts the Project Leader shall submit to the competent Netherlands Authority the dates and duration of leaves to be granted to the Netherlands experts.

The Project Leader shall ensure that no Netherlands expert is on leave at the same time as his counterpart.

4. *Training*

Students will be given tests regularly during study periods. At the end of the 1st year there will be an examination, which students must pass before going on to the second-year studies. At the end of the 2nd year there will be written and oral examinations. Those who graduate will receive the Government Technical Assistance Diploma with mention of their specialization.

5. *Co-operation with units of Hillat Kuku Livestock and Poultry Research Centre*

The existing units: Animals-Breeding Section, Cattle Fattening Section, Dairy Plant, Poultry Section and Farmers Co-operative Section will be available for demonstration and practical training.

Staff members of these units will be available, if necessary, as part-time teachers for the VAHTI.

6. *Co-operation with other institutions*

To provide practical training at the end of the second year, the Sudanese Competent Authority shall create possibilities for students to be placed with various extension, production and research units throughout the Sudan.

IV. FINANCIAL ARRANGEMENTS

1. *Budget*

The approved estimates of the Netherlands Contribution to the Project are given in Annex B to this Schedule of Operations. The approved estimates of the Sudanese Contribution to the Project are given in Annex C to this Schedule of Operations.

V. TIME SCHEDULE

1. *Time-table*

The Schedule of Operations and the obligations of the Netherlands Government and the Sudanese Government shall be outlined in a time-table.

Both competent Authorities concerned shall ensure that the operations mentioned in the time schedule are accomplished in due time.

2. *Duration*

The date of commencement (time zero) will be fixed at 1 October 1970 but will depend on the completion of houses for the experts and the buildings of the VAHTI.

The Project Leader shall arrive 3 months before the date of commencement and shall inform the Netherlands competent Authority about the progress made with the construction of houses and the VAHTI. As long as the final completion date of these buildings is unknown, the provisional completion date given will be considered decisive for this Schedule of Operations.

The date of termination of the operation under this Schedule will be defined in accordance with Article IX, paragraph 2 of the Agreement signed at Khartoum on 1st July, 1971.

FINAL CLAUSES

1. *Reporting*

1.1 *Progress report*

Every three months the Project Leader or his deputy shall submit a progress report, written in the English language to the competent Authorities of both the Sudan and the Netherlands.

The report shall include an account of:

1. general progress in the period under review;
2. the programme of activities at the Institute for the next three months.

Directions as to the form of the report shall be contained in a separate instruction given to the Project Leader by the competent Netherlands Authority.

Copies of these reports shall be submitted to the Principal of the School and to the Royal Netherlands Authority, Khartoum.

1.2 *Final Report*

On the completion of the project the Project Leader or his deputy shall draw up a final report giving a detailed description of all aspects of the work performed in connection with the project and making recommendations on future policy with regard to the Institute.

This report shall be submitted to the competent Authorities of both the Sudan and the Netherlands.

2. *Amendment to the Schedule of Operations*

Should it become necessary to make any amendment to this Schedule of Operations, the competent Authorities of both the Sudan and the Netherlands shall, after joint consultation, decide by mutual agreement in what manner this Schedule of Operations shall be amended.

Uitgegeven de dertiende september 1971.

De Minister van Buitenlandse Zaken,
W. K. N. SCHMELZER.