

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1978 Nr. 50

A. TITEL

*Overeenkomst tussen het Koninkrijk der Nederlanden
en de Democratische Republiek Soedan
inzake technische samenwerking;
Khartoem, 4 oktober 1975*

B. TEKST

De tekst van de Overeenkomst is geplaatst in *Trb.* 1975, 151.

C. VERTALING

Zie *Trb.* 1975, 151.

D. PARLEMENT

De in rubriek J hieronder vermelde administratieve akkoorden behoeven ingevolge artikel 62, eerste lid, letter b, van de Grondwet niet de goedkeuring der Staten-Generaal.

G. INWERKINGTREDING

Zie *Trb.* 1977, 140.

J. GEGEVENS

Ter uitvoering van de onderhavige Overeenkomst is op 30 oktober 1977 te Khartoem een administratief akkoord tot stand gekomen inzake een project betreffende het opleidingsinstituut te Hillat Kuku op veterinair gebied en op dat van de veeteelt.

De tekst van dit administratief akkoord luidt als volgt:

Administrative Arrangement

The Netherlands Minister for Development Cooperation, being the Competent Netherlands Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Netherlands Party", represented in this matter by the Chargé d'Affaires a.i. of the Kingdom of the Netherlands at Khartoum, Mr. P. F. C. Koch and

The Sudanese Minister of Education, being the Competent Sudanese Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Sudanese Party",

Preamble

- Having considered the 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), signed at Khartoum 1st July 1971;¹⁾
- Being aware that the said Agreement has been terminated in conformity with its Article IX;
- Recognizing that the results of the collaboration in the field of veterinarian and animal husbandry training are satisfactory;
- Having decided to continue the collaboration with respect to the Veterinarian and Animal Husbandry Training Institute at Hillat Kuku;
- Having regard to the provisions of Article I of the Agreement concerning Technical Cooperation between the Kingdom of the Netherlands and the Democratic Republic of the Sudan, signed at Khartoum on 4th October 1975, hereinafter referred to as "the Agreement",

Have entered into the following Administrative Arrangement:

Article I

(The Project)

1. The two Parties shall jointly carry out a project, to be known as "the Sudan Veterinarian and Animal Husbandry Training Institute at Hillat Kuku", hereinafter referred to as "the Project".

2. The purpose of the Project is:

- a. to train middle-grade technical assistants in the field of veterinary science and animal husbandry;
- b. to improve animal husbandry in the Sudan.

3. This purpose shall be pursued in the way indicated in the recommendations and final conclusions of the Report on the

¹⁾ Tekst en vertaling in *Trb.* 1971, 166; zie ook *Trb.* 1972, 98.

Evaluation of November 1975, as agreed upon by the executive authorities referred to in Article IV.

4. The aforesaid cooperation between the two Parties is planned to last three years.

Article II

(The Netherlands contribution)

1. As its contribution to the Project the Netherlands Party undertakes:

- to supply a team of qualified Netherlands advisers for an assignment in the Sudan and to bear all expenses on account of the advisers and their families;
- to provide equipment and bear the cost of its transportation (including insurance) to the most suitable (air)port in the Sudan;
- to provide a number of fellowships for Sudanese staff for training purposes in the Netherlands;
- to provide, if necessary, technical assistance.

2. The value of the Netherlands contribution shall not exceed Dfl. 1.400.000,- (ONE MILLION FOUR HUNDREDTHOUSAND NETHERLANDS GULDERS).

Article III

(The Sudanese contribution)

As its contribution to the Project the Sudanese Party undertakes:

- to provide the Netherlands advisers with adequate qualified counterpart staff;
- to provide an adequate number of other personnel to enable the training to be given;
- to construct the buildings necessary for the execution of the Project;
- to enlist the stock-breeding facilities in the area surrounding the Institute;
- to provide in time sufficient funds for the payment of all import duties and taxes imposed on the supplies and equipment made available by the Netherlands Party;
- to bear the cost of transporting and insuring the said equipment from the port of arrival in the Sudan to its final destination;
- to take for its account the cost of running the Institute, together with the equipment supplied by the Netherlands Party;
- to bear the cost of transportation undertaken by the Netherlands experts in the Sudan in addition to paying daily travel allowances as prescribed by the relevant Sudanese regulations;
- to provide adequate family accommodation on behalf of the Netherlands experts and their families;
- to take in general all measures which will facilitate the cooperation between the Parties.

Article IV

(The executive authorities)

1. The Netherlands Party shall appoint the International Technical Assistance Department of the Netherlands Ministry of Foreign Affairs as the Netherlands Executive Authority in charge of the Project.

The Netherlands Executive Authority shall be represented in the Sudan as far as the daily operations under the Project are concerned, by the Teamleader, who is to be appointed from among the Netherlands advisers.

2. The Sudanese Party shall appoint the President of the Council of Khartoum Polytechnic as the Sudanese Executive Authority in charge of the implementation of the Project.

Article V

(The Teamleader)

The Teamleader shall be responsible to the Netherlands Executive Authority for the implementation of the Netherlands contribution.

The Teamleader shall act in close consultation with the Sudanese Executive Authority and respect the operational instruction given by the said authority to the Sudanese personnel.

The Sudanese Executive Authority shall provide the Teamleader with any information that may be considered necessary for the execution of the Project.

Article VI

(Delegation)

Each of the Executive Authorities named in Article IV shall be entitled to delegate on its own responsibility, partly or entirely, its duties in connection with the Project to a third party.

In doing so, the Executive Authorities shall inform each other in writing of the names of the persons or institutions delegated and of the extent of such delegation.

Article VII

(Status of the Netherlands personnel)

The Netherlands Advisers to the Project shall enjoy the privileges and immunities described in Article II and III of the Agreement.

Article VIII

(Status of the Netherlands equipment and materials)

The provisions of Article IV and V of this Agreement shall be

applicable to the importation and exportation of the Netherlands equipment and materials for the Project.

Article IX

(Reporting)

The Teamleader shall submit to both Executive Authorities a quarterly Report in the English language on the progress made in the execution of the Project.

On the termination of the Project the Teamleader shall submit to all parties involved a final report in the English language on all the aspects of the work done in connection with the Project.

Article X

(Review)

One year after the Project has been started, the Contracting Parties shall provisionally evaluate the results of the Project prepared by the Netherlands and Sudanese authorities.

Article XI

(Settlement of disputes)

Any dispute concerning the interpretation or implementation of this Administrative Arrangement which cannot be settled by consultations between the two Parties shall be referred to the respective Governments in a way to be decided upon by the latter.

Article XII

(Entry into force and duration)

This Administrative Arrangement shall enter into force on the date of entry into force of the Agreement and shall expire on the date on which the Project has been completed in conformity with the provisions of this Arrangement.

DONE at Khartoum on 30th October 1977, in two originals in the English language.

*For the Netherlands Minister for
Development Cooperation*

(sd.) P. KOCH

*The Sudanese Minister of
Education*

(sd.) D. EL HAJ YOUSIF

Ter uitvoering van de onderhavige Overeenkomst zijn op 2 november/31 december 1977 te Khartoem nota's gewisseld houdende een administratief akkoord inzake een project betreffende het Jongleikanaal.

De tekst van de nota's luidt als volgt:

Nr. I

No. 2982

The Royal Netherlands Embassy presents its compliments to the Ministry of Foreign Affairs of the Democratic Republic of the Sudan and with reference to the Jonglei Canal Study Project, has the honour to inform the Ministry of the following:

- A. In reply to the letter of this Embassy to H. E. Sayed Naer El Din Mustafa, No. 2005 (copy enclosed), a letter of acceptance of the grant of DFL. 3.650.000 offered by the Netherlands Government, is required.
- B. In accordance to the Memorandum of Agreement made between the Permanent Joint Technical Commission for Nile Waters and Euroconsult on September 6, 1976, and the contract between the Kingdom of the Netherlands and Euroconsult signed on the 17 and 28, February, 1977 respectively by the parties concerned, payment has to be made directly to Euroconsult upon receipt of their invoices periodically.
- C. Reference is made to the agreement on Technical Cooperation between the Kingdom of the Netherlands and the Democratic Republic of the Sudan signed on October 4, 1975, particularly Article I.
- D. Concerning the Netherlands personnel and the future Netherlands personnel, the equipment and materials already supplied and the future equipment and materials, Article II, III, IV, V, of the abovementioned Agreement on Technical Cooperation will be applicable.

This Embassy would like to convey to the Ministry that this note and the reply-note of the Sudanese Authorities will be considered to be an administrative arrangement in accordance to Article I of the aforesaid Agreement on Technical Cooperation.

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

Khartoum, November 2, 1977

*To the Ministry of Foreign Affairs of
the Democratic Republic of the Sudan,
Khartoum*

Nr. II

MINISTRY OF FOREIGN AFFAIRS
KHARTOUM

31/12/1977

MFA/9.2.2.8

The Ministry of Foreign Affairs of the Democratic Republic of the Sudan presents its compliments to the Royal Netherlands Embassy in Khartoum and with reference to the latter's Note No 2982 dated 2nd November 1977 has the honour to convey that the competent Sudanese authorities have accepted the grant of DFL 3.650.000 offered by the Netherlands Government to Sudan in accordance with the terms specified in the above-mentioned esteemed Embassy's Note.

The Ministry of Foreign Affairs of the Democratic Republic of the Sudan, while requesting that this Note be considered a "letter of acceptance" of the grant, avails itself of this opportunity to renew to the Royal Netherlands Embassy the assurances of its highest consideration.

*To: The Royal Netherlands Embassy.
Khartoum.*

Uitgegeven de *achttiende* april 1978.

De Minister van Buitenlandse Zaken,
C. A. VAN DER KLAUW.