

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1979 Nr. 39

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

Zie *Trb.* 1977, 140 en *Trb.* 1978, 50.

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.

In overeenstemming met artikel 60, tweede lid, van de Grondwet zijn de in rubriek J van *Trb.* 1978, 50 afgedrukte administratieve akkoorden bij brieven van 18 mei 1978 medegedeeld aan de Eerste en de Tweede Kamer der Staten-Generaal.

G. INWERKINGTREDING

Zie *Trb.* 1977, 140.

J. GEGEVENS

Ter uitvoering van de onderhavige Overeenkomst is op 8 augustus

1978 te Khartoem, tussen de bevoegde Nederlandse, en Soedanese autoriteiten een administratief akkoord tot stand gekomen inzake een project betreffende de ontwikkeling van de veefokkerij in Soedan. De tekst van het 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 Mr. F. B. A. M. van Haren, Chargé d'Affaires a.i. of the Kingdom of the Netherlands at Khartoum,

and

Dr. Mohamed Al Shazali Osman, Minister of State for Agriculture, Food and Natural Resources being the Competent Sudanese Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Sudanese Party",

Having regard to the provisions of Article I of the Agreement concerning Technical Co-operation between the Kingdom of the Netherlands and the Democratic Republic of the Sudan signed at Khartoum on October 4th, 1975,

Hereinafter referred to as "the Agreement",

Having decided to cooperate with respect to the development of animal production in the Sudan;

Have entered into the following administrative arrangement:

Article I

The Project

1. The two Parties shall collaborate with respect to the "Animal Production Public Corporation" (APPCO) in the Sudan, hereinafter referred to as "the Project".

2. The activities to be undertaken under the Project are:
- to develop the APPCO organization;
 - to strengthen the project development;
 - to design and implement a marketing plan;
 - to design and introduce accounting and costing systems.

3. The cooperation between the two Parties is planned to last 2 years.

Article II

The contribution of the Netherlands Party

1. As its contribution to the Project the Netherlands Party undertakes:
 - to supply a team of qualified experts for an assignment in the Sudan and bear all expenses incurred by the advisers and their families;
 - to provide office equipment and bear the cost of its transportation (including insurance) to the most suitable port or airport in the Sudan;
 - to provide a number of fellowships for Sudanese staff to be trained in the Netherlands.
2. The value of the contribution by the Netherlands Party shall not exceed 1.400.000,- Dutch guilders.

Article III

The contribution by the Sudanese Party

- As its contribution to the Project the Sudanese Party undertakes:
- to provide the advisers with adequate qualified counterpart staff;
 - to provide fully equipped office accommodation and bear the cost of running and maintaining the same together with the equipment supplied by the Netherlands Party, for the duration of the Project.

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 as far as the daily operations under the Project are concerned, by the team-leader, who is to be appointed from among the Netherlands advisers.

2. The Sudanese Party shall appoint Animal Production Public Corporation as the Sudanese Executive Authority in charge of the implementation of the Project.

Article V

The team-leader

1. The team-leader shall be responsible to the Netherlands Exec-

utive Authority for the implementation of the Netherlands contribution.

2. The team-leader shall act in close consultation with the Sudanese Executive Authority and respect the operational instructions given by the said Authority to the Sudanese personnel.

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

Article VI

Delegation

Each of the Executive Authorities shall be entitled to delegate the duties in connection with the Project under its responsibility partly or entirely to other authorities or organisations.

In doing so, the Executive Authorities shall inform each other in writing of any such delegation and of the extent of the delegation.

Article VII

The Schedule of Operations

1. The Executive Authorities shall establish by common consent a Schedule of Operations stating in detail the contribution of either Party, the number and duties of the advisers, their job-descriptions, the duration of their stay abroad and a description of the equipment and materials to be made available. The Schedule of Operations shall include an itemized budget of the contribution of either Party, an Operations Priority Scheme, a time-table and lists of equipment and materials to be supplied by either Party.

2. The Schedule of Operations may be amended by common consent between the Executive Authorities.

Article VIII

Personnel

The personnel supplied by the Netherlands Party shall enjoy the privileges and immunities described in Articles II and III of the Agreement.

Article IX

Equipment and materials

The provisions of Articles IV and V of the Agreement shall be applicable to the importation and exportation of the equipment and

materials provided by the Netherlands Party as well as to the status of the said equipment and materials.

Article X

Reporting

The team-leader shall submit to both Executive Authorities a quarterly report in English on the progress made in the execution of the Project.

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

Article XI

Review

One year after the Project has been started, the Executive Authorities shall provisionally evaluate the results of the Project.

Article XII

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.

Article XIII

Entry into force and duration

This Administrative Arrangement shall enter into force with retroactive effect as from January 1, 1978 on the date of signature by both Parties and shall expire either at the end of the period stated in Article I, paragraph 3, of this Arrangement or on the date on which the Project has been completed in conformity with the provisions of this Arrangement and of the Schedule of Operations, whichever date is the latter.

DONE at Khartoum on the 8th day of August, 1978 in two originals in English.

(sd.) VAN HAREN
*For the Netherlands Minister
for Development Cooperation*

(sd.) A. SHAZALI OSMAN
*The Sudanese Minister of State
for Agriculture, Food and
Natural Resources*

Ter uitvoering van de onderhavige Overeenkomst is op 24 augustus 1978 te Khartoem tussen de bevoegde Nederlandse en Soedanese autoriteiten een administratief akkoord tot stand gekomen inzake een project betreffende de versterking van de landbouwvoorlichtingsdiensten in Soedan.

De tekst van het 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 Mr. F. B. A. M. van Haren, Chargé d'Affaires of the Netherlands,

and

H. E. Dr. Abdalla Ahmed Abdalla, Sudanese Minister of Agriculture, Food and Natural Resources, being the Competent Sudanese Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Sudanese Party",

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 Sudan signed at Khartoum on the fourth of October 1975, hereinafter referred to as "the Agreement",

Having decided to cooperate in the field of rural extension,

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 "Strengthening of the Rural Extension Services in the Sudan" hereinafter referred to as "the Project".

2. The aim of the Project is to build up units in selected provinces as a first step to the gradual strengthening of the Rural Extension Service in order to provide technical advice to the low income traditional farmers and to provide feedback information to the Agricultural Research Cooperation.

3. The cooperation between the two Parties on the Project is planned to last 5 years.

Article II

The contribution of the Netherlands Party

1. As its contribution to the Project the Netherlands Party undertakes:
 - to supply a team of qualified advisers for an assignment in Sudan and to bear all expenses incurred by the advisers and their families;
 - to provide equipment and bear the cost of its transportation (including insurance) to the most suitable port or airport in the Sudan;
 - to provide a number of fellowships for Sudanese staff to be trained in the Netherlands.
2. The value of the contribution by the Netherlands Party to the Project shall not exceed 5.000.000 Dutch guilders.

Article III

The contribution by the Sudanese Party

1. As its contribution to the Project the Sudanese Party undertakes:
 - to provide the advisers with adequate qualified counterpart staff, skilled and unskilled labour, and to bear the cost of their salaries, allowances, emoluments and other rights;
 - to make available equipment as indicated in the Schedule of Operations;
 - to provide fully equipped office accommodation;
 - to bear the cost of running and maintaining the offices and training centres together with the equipment supplied by the Netherlands Party for the duration of the Project;
 - to provide adequate family accommodation for the advisers and their families. The Government of the Sudan will pay the maximum amount permissible for rent whereas the Dutch Government will complete the amount if it exceeds that;
 - to take in general all measures which will facilitate the cooperation between the Parties.
2. The value of the contribution by the Sudanese Party to the Project is estimated at S. £ 2.196.000,-.

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 Pro-
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ject. The Netherlands Executive Authority shall be represented in as far as the daily operations under the Project are concerned, by the team-leader, who is to be appointed from among the Netherlands advisers.

2. The Sudanese Party shall appoint the Rural Extension Department of the Ministry of Agriculture, Food and Natural Resources as the Sudanese Executive Authority in charge of the implementation of the Project.

Article V

The team-leader

1. The team-leader shall be responsible to the Netherlands Executive Authority for the implementation of the Netherlands contribution.

2. The team-leader shall act in close consultation with the Sudanese Executive Authority and respect the operational instructions given by the said Authority to the Sudanese personnel.

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

Article VI

Delegation

Each of the Executive Authorities shall be entitled to delegate the duties in connection with the Project under its responsibility partly or entirely to other authorities or organisations. In doing so, the Executive Authorities shall inform each other in writing of any such delegation and of the extent of the delegation.

Article VII

The Schedule of Operations

1. The Executive Authorities shall establish by common consent a Schedule of Operations stating in detail the contribution of either Party, the number and duties of the advisers, their job-descriptions, the duration of their stay abroad and a description of the equipment and materials to be made available. The Schedule of Operations shall include an itemized budget of the contribution of either Party, an Operations Priority Scheme, a time-table and lists of equipment and materials to be supplied by either Party.

2. The Schedule of Operations may be amended by common consent between the Executive Authorities.

Article VIII

Personnel

The personnel supplied by the Netherlands Party shall enjoy the privileges and immunities described in Articles II and III of the Agreement.

Article IX

Equipment and materials

The provisions of Articles IV and V of the Agreement shall be applicable to the importation and exportation of the equipment and materials provided by the Netherlands Party as well as to the status of the said equipment and materials.

Article X

Reporting

The team-leader shall submit to both Executive Authorities a quarterly report in English on the progress made in the execution of the Project.

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

Article XI

Review

One and a half year after the project has been started, the Executive Authorities shall provisionally evaluate the results of the Project.

Article XII

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.

Article XIII

Entry into force and duration

This Administrative Arrangement shall enter into force with retroactive effect as from December first 1977 and shall expire at the end of the period stated in Article I, paragraph 3, of this Arrangement.

DONE at Khartoum on the 24th day of August, 1978 in two originals in English.

(sd.) VAN HAREN
*For the Netherlands Minister
for Development Cooperation*

(sd.) A. A. ABDALLA
*The Sudanese Minister of
Agriculture, Food and
Natural Resources*

Ter uitvoering van de onderhavige Overeenkomst zijn op 1 juli en 24 september 1978 te Khartoem nota's gewisseld houdende een administratief akkoord inzake een cursus betreffende radio-uitzendingen te Juba.

De tekst van deze nota's luidt als volgt:

Nr. I

No. 2184

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 Agreement on technical cooperation between the Kingdom of the Netherlands and the Democratic Republic of the Sudan, signed at Khartoum on October 4, 1975, has the honour to inform the Ministry that the Netherlands Minister for Development Cooperation proposes to cooperate with the Sudanese competent authorities in a project to be known as "Radio Production Course at Juba" (hereinafter referred to as "the Project") on the basis of the following:

1. The Netherlands Minister will make available for experts and fellowships for the cooperation involved. The total value of the contribution will be DFL. 35.000,-. Radio equipment will be made available during the course.

2. The Sudanese contribution will consist of hotel accommodation and inland transportation for the Netherlands experts amounting to DFL. 3.640,-.

3. The Netherlands experts to the Project shall enjoy the privileges, immunities and facilities described in Articles II and III of the aforesaid Agreement.

4. The provision of the Article IV of the Agreement shall be applicable to the importation and subsequent exportation of the Netherlands equipment and materials for the Project.

If the foregoing is acceptable to the Ministry, the Embassy further has the honour to propose that this Note and the Ministry's reply concerning therein shall constitute an Administrative Arrangement within the terms of the aforesaid Agreement, which shall enter into force on the date of the Ministry's reply and shall expire on the date on which the Project has been completed.

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, July 1, 1978

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

Nr. II

MINISTRY OF FOREIGN AFFAIRS
KHARTOUM

MFA/W.E./5/3/4

24.9.1978

The Ministry of Foreign Affairs of the Democratic Republic of the Sudan presents its compliments to the Royal Netherlands Embassy and, with reference to the latter's note No 2184 dated July, 1.1978, has the honour to inform that the proposal of the Netherlands Minister for Development Cooperation to cooperate with the competent Sudanese authorities in a project to be known as "Radio Production Course at Juba" on the basis mentioned in the aforesaid note is acceptable.

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 assurance of its highest consideration.

*To: The Royal Netherlands Embassy,
Khartoum.*

Uitgegeven de zevende maart 1979.

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

INHOUD

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