

TRACTATENBLAD

VAN HET

chef DVE

KONINKRIJK DER NEDERLANDEN

JAARGANG 1980 Nr. 95

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, laatstelijk, *Trb.* 1979, 39.

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

In overeenstemming met artikel 60, tweede lid, van de Grondwet zijn de in rubriek J van *Trb.* 1979, 39 afgedrukte administratieve akkoorden bij brieven van 29 mei 1979 medegedeeld aan de Eerste en de Tweede Kamer van de Staten-Generaal.

G. INWERKINGTREDING

Zie *Trb.* 1977, 140.

J. GEGEVENS

Zie *Trb.* 1978, 50 en *Trb.* 1979, 39.

Ter uitvoering van de onderhavige Overeenkomst is op 3 februari

1979 te Khartoem tussen de bevoegde Nederlandse en Soedanese autoriteiten tot stand gekomen een administratief akkoord inzake de uitvoering van het Gash Kassala tuin- en landbouw-project. 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 the Chargé d'Affaires a.i. of the Kingdom of the Netherlands at Khartoum, Mr. F. B. A. M. van Haren

and

Dr. Abdalla Ahmed Abdalla, the Sudanese Minister of Agriculture 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 on 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 "Gash Kassala Horticulture and Agriculture Project", hereinafter referred to as "the Project".
2. The aim of the Project is the improvement of the horticulture and agriculture in the Gash Basin area, Kassala Province, Sudan.
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 qualified advisers for an assignment in the Sudan and bear all expenses incurred by the advisers and their families;
 - to provide equipment and bear the cost of its transportation (including assurance) to the most suitable port or airport in the Sudan;
 - to provide, if necessary, technical support from the Netherlands.
2. The value of the contribution by the Netherlands Party shall not exceed 1.500.000 Netherlands 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 exempt all charter planes used for supplying the Project, and its personnel from landing fees and other government charges at Sudanese airports;
- 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;
- to bear the cost of transporting and insuring the said equipment from the port of arrival in the Sudan to its final destination;
- to provide adequate family accommodation for the advisers and their families;
- to arrange and bear the cost of transport of the advisers within the Sudan;
- in general to take all measures which will facilitate 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 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 Kassala Province Government, Department of Horticulture and the Gash Board as the Sudanese Executive Authorities 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 Authorities and respect the operational instructions given by the said Authorities to the Sudanese personnel.
3. The Sudanese Executive Authorities 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-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 advisers 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.

Article X

Reporting

The team-leader shall submit to the 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

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 XII

Entry into force and duration

This Administrative Arrangement shall enter into force 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 Agreement and of the Schedule of Operations, whichever date is the latter.

DONE at Khartoum, February on the 3RD day of 1979 in two originals in English.

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

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

Het administratief akkoord is op 3 februari 1979 in werking getreden.

Ter uitvoering van de onderhavige Overeenkomst is op 20 februari 1979 te Khartoem tussen de bevoegde Nederlandse en Soedanese autoriteiten voorts een administratief akkoord tot stand gekomen inzake de uitvoering van het Project betreffende de ontwikkeling van de stad Kassala en haar omgeving. 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 the Chargé d'Affaires of the Kingdom of the Netherlands at Khartoum, Mr. F. B. A. M. van Haren

and

Mr. Mohamed Sid Ahmed Abdalla, the Sudanese Minister for Construction and Public Works, 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 the Sudan signed at Khartoum on 4th October 1975 (hereinafter referred to as "the Agreement"),

Having decided to cooperate with respect to the urban planning of Kassala of the Sudan.

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 "Kassala Urban and Adjacent Area Development Project", hereinafter referred to as "the Project".

2. The aim of the Project is to draw up an Urban and Adjacent Area Development Plan and to establish a permanent planning organisation capable of responding to changing conditions.

3. The cooperation between the two Parties is planned to last 10 months, subject to extension with the agreement of the two parties.

Article II

The contribution of the Netherlands Party

As its contribution to the Project the Netherlands Party undertakes to supply a team of qualified advisers for an assignment in the Sudan and to bear all expenses incurred by the advisers.

The value of the contribution by the Netherlands Party shall not exceed 765.000 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;
- to provide adequate family accommodation for the advisers and their families;
- to arrange and bear the cost of transport of the advisers within the Sudan;
- to take in general all measures which will facilitate the cooperation between the Parties.

2. The value of the contribution by the Sudanese Party is estimated at LS. 40.000.

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 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 the Town Planning Administration as the Sudanese Executive Authority in charge 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.

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 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 comprising the contribution of either Party, the number and duties of the advisers, their job-descriptions, a time-table and the way of reporting.

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

Reporting

The team-leader shall submit to both Executive Authorities reports 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 X

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 XI

Entry into force and duration

This Administrative Arrangement shall enter into force 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 20th day of February 1979 in two originals in English.

(sd.) VAN HAREN
(F. B. A. M. van Haren)

(sd.) M. S. A. ABDALLA
(Mohamed Sid Ahmed Abdalla)

*For the Netherlands Minister
for Development Co-operation*

*Minister of Construction and
Public Works*

Het administratief akkoord is op 20 februari 1979 in werking getreden.

Uitgegeven de *negende* juni 1980.

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