

# TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

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JAARGANG 1982 Nr. 35

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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.* 1980, 95.

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.* 1980, 95 afgedrukte administratieve akkoorden bij brieven van 17 juli 1980 medegedeeld aan de Eerste en de Tweede Kamer van de Staten-Generaal.

G. INWERKINGTREDING

Zie *Trb.* 1977, 140.

J. GEGEVENS

Zie *Trb.* 1978, 50, *Trb.* 1979, 39 en *Trb.* 1980, 95.

Ter uitvoering van de onderhavige Overeenkomst is op 12 januari 1981

te Khartoem tussen de bevoegde Nederlandse en Soedanese autoriteiten tot stand gekomen een administratief akkoord inzake een wegenonderhoudsdienst voor Bor en 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

H. E. Sayed Nasr El Din Mustafa, the Sudanese Minister of National Planning, 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 "Road Maintenance Unit at Bor", hereinafter referred to as "the Project".

2. The aim of the Project is the continuation of the Road Maintenance Unit at Bor and the continuation of the maintenance work to the roads Bor-Juba and Bor-Kongor, Sudan.

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

#### 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 1.100.000 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 Directorate General International Cooperation 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 Directorate of Transport and Communication of the Ministry, 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 jobdescription 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, on the 12th January, 1981, in two originals in English.

(sd.) VAN HAREN  
*For the Netherlands Minister  
for Development Co-operation*

(sd.) SAYED NASR EL DIN  
MUSTAFA  
*The Sudanese Minister  
of National Planning*

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Het administratief akkoord is op 12 januari 1981 in werking getreden.

Ter uitvoering van de onderhavige Overeenkomst is op 12 januari 1981 te Khartoem tussen de bevoegde Nederlandse en Soedanese autoriteiten tot stand gekomen een administratief akkoord inzake de aanleg van een weg tussen Bor en Kongor. 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

H. E. Sayed Nasr El Din Mustafa, the Sudanese Minister of National Planning, 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 "Bor - Kongor Road", hereinafter referred to as "the Project".

2. The aim of the Project is the construction of an unsurfaced road inclusive structures (bridges and culverts) between Bor and Kongor in the Southern Sudan.

3. The cooperation between the two Parties is planned to last 14 months.

#### **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 5.500.000 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 Directorate General International Cooperation 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 Directorate of Transport and Communication of the Ministry, 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 jobdescription 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, on the 12th January, 1981, in two originals in English.

(sd.) VAN HAREN  
*For the Netherlands Minister  
for Development Co-operation*

(sd.) SAYED NASR EL DIN  
MUSTAFA  
*The Sudanese Minister  
of National Planning*

Het administratief akkoord is op 12 januari 1981 in werking getreden.

Ter uitvoering van de onderhavige Overeenkomst is op 20 april 1981 te Khartoem tussen de bevoegde Nederlandse en Soedanese autoriteiten tot stand gekomen een administratief akkoord inzake ontwikkelingswerkzaamheden in het Kassala-gebied. 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. Nasr El Din Mustafa, the Sudanese Minister of Planning, 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 "Kassala Area Development Activities", hereinafter referred to as "the Project".

1. The aims of the project are:

- improvement of the building materials;
- improvement of the existing road network;
- improvement of the existing water supply network;
- improvement of the refuse collection system.

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 insurance) to Kassala town;
- to provide if necessary, technical support from the Netherlands.

2. The value of the contribution by the Netherlands Party shall not exceed 3.793.000.- 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 a sufficient number of adequate qualified counterparts;
- to exempt all charter planes used for supplying the Project, and its personnel from landing fees and other Government charges at Sudanese airports;
- to bear the cost of operating, running and maintaining the equipment supplied by the Netherlands Party;
- 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 Directorate General International Cooperation 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 Commissioner of the

Province of Kassala, 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 shall 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. 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 jobdescriptions and 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 on the 20th of April 1981 in two originals in English.

(sd.) VAN HAREN  
*For the Netherlands Minister  
for Development Co-operation*

(sd.) SAYED NASR EL DIN  
MUSTAFA  
*The Sudanese Minister of  
Planning*

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Het administratief akkoord is op 20 april 1981 in werking getreden.

Ter uitvoering van de onderhavige Overeenkomst is op 24 december 1981 te Khartoem tussen de bevoegde Nederlandse en Soedanese autoriteiten tot stand gekomen een administratief akkoord inzake de ontwikkeling van een zonnegedreven koelcel, tweede fase. De tekst van het akkoord luidt als volgt:

### **Administrative Arrangement**

The Netherlands Minister for Development Co-operation, 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. I. M. de Jong,

and

H. E. Sayed Ibrahim Moniem Mansour, the Sudanese Minister of Finance & Economic Planning, 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 Co-operation between the Kingdom of the Netherlands and the Democratic Republic of the Sudan signed at Khartoum on the 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 "Development of a solar-driven cold-store, phase 2", hereinafter referred to as "the Project".
2. The aim of the Project is:
  - design, construction and testing of a 13 kW pilot plant.
3. The co-operation between the two Parties is planned to last 18 months.

## 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 insurance) to the most suitable port or airport in the Sudan;
- to make available training facilities in the Netherlands.

2. The value of the contribution by the Netherlands Party shall not exceed 3.524.000,- Netherlands guilders.

## Article III

*The contribution of the Sudanese Party*

As its contribution to the Project the Sudanese Party undertakes:

- to provide the advisers with a sufficient number of adequate qualified counterparts;
- to provide fully equipped office accommodation and bear the cost of running and maintaining it together with the equipment supplied by the Netherlands Party, for the duration of the Project;
- to bear the cost of secretary services;
- to arrange and bear the cost of a test site;
- in general to take all measures which will facilitate co-operation between the Parties.

## Article IV

*The Executive Authorities*

1. The Netherlands Party shall appoint the Directorate General International Co-operation 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 Institute of Solar Energy and the Food Research Centre, 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 shall 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 organizations. 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 and 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

*Evaluation*

After the termination of the Project, the Executive Authorities shall 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 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, on the 24th December 1981, in two originals in the English language.

(sd.) I. M. DE JONG  
*For the Netherlands  
Minister for Development  
Co-operation*

(sd.) SAYED IBRAHIM MONIEM  
MANSOUR  
*The Sudanese Minister of  
Finance & Economic Planning*

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Het administratief akkoord is op 24 december 1981 in werking getreden.

Uitgegeven de *vijfentwintigste* maart 1982.

*De Minister van Buitenlandse Zaken,  
M. VAN DER STOEL*