

# TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

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JAARGANG 1983 Nr. 16

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A. TITEL

*Overeenkomst tussen het Koninkrijk der Nederlanden en de  
Democratische Republiek Soedan inzake technische samenwerking;  
Khartoum, 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.* 1982, 35.

Het in rubriek J hieronder vermelde administratief akkoord behoeft 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.* 1982, 35 afgedrukte administratieve akkoorden bij brieven van 12 mei 1982 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, *Trb.* 1980, 95 en *Trb.* 1982, 35.

Ter uitvoering van de onderhavige Overeenkomst is op 9 november

1981 te Khartoum tussen de bevoegde Nederlandse en Soedanese autoriteiten tot stand gekomen een administratief akkoord inzake een proefproject voor de Pengko-vlakte. 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 of the Kingdom of the Netherlands at Khartoum, Mr. I. M. de Jong

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 Co-operation 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 "Pengko Plain Pilot", hereinafter referred to as "the Project".

2. The aims of the Project are:

- the rounding up of the current research on agriculture, on mechanized crop production and on land and water use;
- the preparation of a feasibility study.

3. The co-operation between the two Parties is planned to last 8 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 provide adequate family accommodation for the advisers.
2. The value of the contribution by the Netherlands Party shall not exceed 850.000,- Netherlands 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 sufficient number of adequate qualified counterparts, and bear all expenses incurred by the counterpart;
  - 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 transporting and insuring the said equipment from the port of arrival in the Sudan to its final destination;
  - to arrange and bear the cost of transport of the advisers within the Sudan;
  - 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 operation 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 Ministry of Agriculture and Natural Resources Southern Region, 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 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, with retroactive effect to May 1, 1981 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 later.

DONE at Khartoum, on 9th November, 1981 in two originals in English.

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

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

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Uitgegeven de zeventiende januari 1983.

*De Minister van Buitenlandse Zaken,*  
H. VAN DEN BROEK