

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1987 Nr. 129

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.* 1983, 16.

Het in rubriek J hieronder afgedrukte administratief akkoord heeft ingevolge artikel XXI, eerste lid, onderdeel b, van de Grondwet, juncto artikel 62, eerste lid, onderdeel b, van de Grondwet naar de tekst van 1972, niet de goedkeuring van de Staten-Generaal.

Het in rubriek J van *Trb.* 1983, 16 afgedrukte administratief akkoord is bij brieven van 24 februari 1983 medegedeeld aan de Eerste en de Tweede Kamer der Staten-Generaal.

G. INWERKINGTREDING

Zie *Trb.* 1977, 140.

J. GEGEVENS

Zie *Trb.* 1978, 50, *Trb.* 1979, 39, *Trb.* 1980, 95, *Trb.* 1982, 35 en *Trb.* 1983, 16.

De onderhavige Overeenkomst is in overeenstemming met artikel 102 van het Handvest der Verenigde Naties op 26 april 1979 geregistreerd bij het Secretariaat der Verenigde Naties onder nr. 17800.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 19 juli 1986 te Khartoum tussen de bevoegde Nederlandse en Soedanese autoriteiten tot stand gekomen een administratief akkoord inzake het herstel en de uitbreiding van de Khartoum-IJzergieterij. De tekst van het akkoord luidt als volgt:

Administrative Arrangement

The Sudanese Minister of Finance and Economic Planning, being the competent Sudanese Authority for this Administrative Arrangement, hereinafter referred to as "The Sudanese Party", represented in this matter by the Undersecretary of Planning, Ministry of Finance and Economic Planning, Dr. El-Sayed A. A. Zaki

and

Mr. L. P. J. Mazairac, Director of the Africa Division, Development Cooperation Department, Ministry of Foreign Affairs, representing in this matter the Netherlands Minister for Development Cooperation, being the competent Netherlands Authority for this Administrative Arrangement, hereinafter referred to as "The Netherlands Party",

In regard to the provisions of Article I of the Agreement on Technical Co-operation between the Kingdom of the Netherlands and the Republic of the Sudan, signed at Khartoum on the 4th of October 1975, hereinafter referred to as the "Agreement",

Taking into consideration the contents of the discussions held at the various rounds of the annual bilateral consultations with respect to the rehabilitation project of the Khartoum Central Foundry;

Taking into consideration the contents of the letter of the Sudanese Minister of Finance and Economic Planning, dated 26 October 1985, ref. 330/8/6, addressed to the Netherlands Chargé d'Affaires at Khartoum;

Have entered into the following Administrative Arrangement:

Article I

1. The two Parties shall jointly carry out a project, to be known as "The rehabilitation of the Khartoum Central Foundry" hereinafter referred to as "the Project". A detailed description of the Project is given in the projectdocument of the same title, dated May 1986.

2. The aim of the Project is to increase considerably the quantity and quality of the local production of cast iron products, needed for

the internal Sudanese market, and thereby to support essential sectors of the Sudanese economy, and as such to reduce the dependency on imports. This increase shall be achieved by a complete rehabilitation and extension of the Khartoum Central Foundry.

3. This aim shall be pursued by:

- an increase of the production capacity of the foundry up to 750 ton per annum in the first phase and possibly – provided that certain conditions will be met – up to 1500 ton per annum in the following phases 2 and 3 by the construction of a new foundry plant;
- extension of the prospective product range of the KCF and the improvement of the quality of its products;
- improvement of the organisational structure of and the working conditions in the KCF;
- provision of a team of experts from the Netherlands, which will assist the KCF management at the various levels of the new production process;
- training of the KCF personnel in the new foundry technology;
- research of raw material utilized by the KCF, with a view to promote the use of locally available raw material.

4. The cooperation between the two Parties is envisaged to last at least five years (phase 1) from the 1st of July 1986 onwards. At the end of the second year of production (presumably the fourth year of cooperation) an evaluation of the activities carried out during this period shall be organized, the results of which shall form the basis for a decision on a possible implementation of phase 2.

Article II

The Netherlands Contribution

1. The Netherlands Party shall make the following contributions to the Project:

- supply a team of experts to the Project, which experts shall be assigned to the various levels of the new production process;
- supply the material and equipment required for constructing and fully equipping a new foundry plant, and finance the transportation of this equipment to Khartoum;
- finance the actual construction of the new foundry plant, excluding the costs of the foundation;
- finance the training of selected KCF-personnel, both in the Sudan and abroad;
- finance the research on raw material;
- finance the raw material and spare parts imports needed for phase I;
- finance consultancy for the supervision of the afore-mentioned activities,

as further specified in the Projectdocument mentioned in Article VII.

2. The value of the Netherlands contribution shall not exceed the amount of 16,069,000.- Netherlands guilders.

Article III

The Sudanese Contribution

1. The Sudanese Party shall make the following contributions to the Project:

- fulfill all the commitments stated in its letter ref. 330/8/6 dated 26 October 1985, and the annex attached thereto;
 - provide the Netherlands team of experts with a sufficient number of adequately qualified counterparts;
 - finance all civil works including those required for the installation of a new powerstation at KCF-premises;
 - clean the site at KCF premises prior to the start of the civil works as first stage of the construction of the new foundry, and arrange for an adequate watersupply and seweragesystem;
 - provide a carefully selected team of foundry operators, which will assist at the erection and installation of the new foundry plant;
 - contribute to the selection of counterparts for training courses abroad;
 - relend the Netherlands grant made available for this Project, amounting to 16,069,000.- Netherlands guilders, to the KCF on the terms stated in the Agreed Minutes of the bilateral Consultation, signed on the 1st of February 1986;
 - provide the required working capital;
 - provide the required local raw material.
- as further specified in the Projectdocument stated in Article VII.

2. The value of the total Sudanese contribution is estimated at 3,044,000.- Sudanese pounds.

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 implementation of the Project.

The Netherlands Executive Authority shall be represented in the Sudan, as far as the day-to-day operations of the Project are concerned, by the Netherlands Projectmanager.

2. The Sudanese Party shall appoint the Ministry of Industry as

the Sudanese Executive Authority in charge of the implementation of the Project.

The Sudanese Executive Authority shall be represented as far as the day-to-day operations of the Project are concerned, by the Sudanese Director of the KCF.

Article V

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 VI

The Director of KCF and the Projectmanager

1. The Director of the KCF shall be responsible to the Sudanese Executive Authority for the correct implementation of the Sudanese contribution to the Project.

The Netherlands Projectmanager shall be responsible to the Netherlands Executive Authority for the correct implementation of the Netherlands contribution to the Project.

2. The Netherlands Projectmanager shall act in close cooperation with the Sudanese Executive Authority and its representative, the Director of the KCF, and respect the operational instructions given by the said Authority to the Sudanese personnel.

The Sudanese Executive Authority and/or its representative the Director of the KCF, shall provide the Netherlands Projectmanager with any information that may be considered necessary for the correct implementation of the project.

Article VII

The Projectdocument

1. The Executive Authorities have established by common consent a Projectdocument¹⁾, which contains inter alia:

a. – a description of the contribution of either Party as indicated in Article II and III including the number of experts to be engaged and their respective job descriptions, a quantitative and qualitative description of the equipment to be delivered for the new foundry plant,

¹⁾ Het „Projectdocument” is niet afgedrukt.

a precise description of the training programme for the Sudanese counterparts, an outline of the raw material research and the criteria to be used in the evaluation;

b. – a time-table, describing chronologically all activities to be carried out;

c. – an itemized projectbudget.

2. The Projectdocument as basis for a proper execution of the Project shall form an integrated part of this Administrative Arrangement.

3. The Projectdocument may be amended by common consent by the Executive Authorities.

Article VIII

Personnel

The experts 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 import and export of the equipment and materials provided by the Netherlands Party.

Article X

Reporting

The Projectmanager shall submit to the Executive Authorities quarterly a report in English on the progress made with regard to the implementation of the Project. Upon termination of the Project the Projectmanager shall submit to all parties involved a final report in English on all aspects of the work executed in connection with the Project.

Article XI

Evaluation

1. At the end of phase I an evaluation of the Project shall take place in order to assess whether the progress made sofar and the then prevailing market conditions justify the implementation of phase 2.

2. The same procedure will be followed at the end of phase 2.
3. The composition of the evaluation missions will be defined jointly by the Executive Authorities.

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 Administration Arrangement shall enter into force on the 1st of July 1986 and shall expire either at the end of the period stated in Article 1, paragraph 4, 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 Projectdocument whichever date is the later.

DONE at Khartoum on the 19th of July, 1986 in two originals in English.

For the Netherlands Minister for Development Cooperation

(sd.) L. P. J. MAZAIRAC

For the Sudanese Minister of Finance & Economic Planning

(sd.) EL-SAYED A. A. ZAKI

Het administratief akkoord is ingevolge artikel XIII op 1 juli 1986 in werking getreden.

Uitgegeven de *achtentwintigste* augustus 1987.

De Minister van Buitenlandse Zaken,

H. VAN DEN BROEK