

# TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

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JAARGANG 1991 Nr. 21

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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.* 1987, 129.

Het in rubriek J van *Trb.* 1988, 40 afgedrukte administratief akkoord is bij brieven van 24 juni 1988 medegedeeld aan de Eerste en de Tweede Kamer der Staten-Generaal.

De in rubriek J hieronder afgedrukte administratieve akkoorden behoeven ingevolge additioneel 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.

G. INWERKINGTREDING

Zie *Trb.* 1977, 140.

J. GEGEVENS

Zie *Trb.* 1978, 50, *Trb.* 1979, 39, *Trb.* 1980, 95, *Trb.* 1982, 35, *Trb.* 1983, 16, *Trb.* 1987, 129 en *Trb.* 1988, 40.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 22 augustus 1990 te Khartoum tot stand gekomen een administratief akkoord betreffende het Sprinkhanenprogramma, opslagplaatsen voor pesticiden. 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, J. Bos,

and

for the Sudanese Minister of Finance and Economic Planning, Dr. Mohammed Kheir El Zubeir, First Undersecretary for Planning, being the Competent Sudanese Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Sudanese Party",

With regard to the provisions of Article I of the Agreement on technical cooperation 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",

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 "Locust Programme, Pesticide Stores", hereinafter referred to as "the Project".

2. The aim of the Project is to rehabilitate and, where necessary, to create a network of storage facilities for pesticides to enable the Ministry of Agriculture to adequate control of insect pest in the majority of the agricultural areas of the Sudan, with emphasis on locust threats.

3. This aim shall be pursued by:

a) the physical upgrading and improvement of existing stores facilities, as well as construction of new stores facilities in 28

pre-selected locations in the Sudan. Stores facilities to allow for safe handling and secured storage of the various pesticides and for maximum environmental safety;

b) the extension of the laboratory for the Plant Protection Department (P.P.D.) at Wad Medani.

4. The cooperation between the two Parties is planned to last three years.

## Article II

### *The Netherlands Contribution*

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

a) finance the necessary imported building and construction materials;

b) finance and supply the expert for monitoring, supervision and management of the execution of the Project;

c) finance and supply the necessary expertise related to the import of the materials and their distribution throughout the Sudan;

d) finance the imported Project goods, supporting the experts in their managerial and organizational activities, including those for the Directorate for Special Projects of the Ministry of Works.

2. The value of the Netherlands contribution shall not exceed the amount of 4,350,000.-- Netherlands guilders.

## Article III

### *The Sudanese Contribution*

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

a) supply adequately qualified counterparts from the Directorate of Special Projects of the Ministry of Works for the expert involved in the construction contracts and works, to co-operate in the management and monitoring of the Project and its execution;

b) make available local, regional experts from the Ministry for the regular supervision of the construction contracts and works in various locations;

c) make available a Senior Officer as a representative of the P.P.D. to assist and guide the said experts and counterparts in the Project implementation;

d) finance those budget components which comprise the production and or purchase of locally available building and construction materials or elements;

- e) finance the distribution and transport of all building and construction materials, whether imported or locally procured;
- f) finance the execution of the construction works on the various locations;
- g) finance the local expenses and running costs for experts and counterparts, local and regional experts and the representatives of the P.P.D. necessary to enable them to exercise their duties.

2. The total value of the Sudanese contribution is estimated at 16,500,000.-- Sudanese Pounds.

#### Article IV

##### *The Executive Authorities*

1. The Netherlands Party shall appoint the Directorate General of 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 with regard to the management and organization component of the Project are concerned, by the Netherlands Project Manager. The Netherlands Project Manager shall act in close cooperation with the Sudanese Executive Authority and its representative, and will respect the operational instructions given by the said Authority to the Sudanese Personnel.

2. The Sudanese Party shall appoint the Ministry of Agriculture, Plant Protection Department, 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 Senior Entomologist of the P.P.D., who will be the Sudanese Project Manager.

The Sudanese Executive Authority and/or the Sudanese Project Manager shall provide the Netherlands Project Manager with any information that may be considered necessary for the correct implementation of the Project.

#### 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

*Project Manager*

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

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

## Article VII

*Plan of Operations*

1. The Executive Authorities shall establish by common consent a Plan of Operations which contains inter alia;

a) a description of the contribution of either Party as indicated in Article II and III of this Arrangement, including the number of experts to be sent out and their respective job descriptions;

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

c) an itemized project budget.

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

3. The Plan of Operations 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 Article IV of the Agreement shall be applicable to the import of the equipment and materials provided by the Netherlands Party.

## Article X

*Reporting*

The Project Managers shall jointly submit to the Executive Authorities quarterly reports in English on the progress made on the implementation of the Project. On the termination of the Project the Project Managers 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*

At the end of the Project implementation an evaluation will be held by the Executive Authorities. The composition of the evaluation mission 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 Administrative Arrangement shall enter into force on the 1st of January of 1989, and shall expire either at the end of the period stated in Article I, 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 Plan of Operations, whichever date is the later.

DONE at Khartoum on the 22nd of August 1990 in two originals in the English language.

*For the Netherlands Minister for Development Cooperation*

(sd.) J. BOS

Drs. J. Bos  
Chargé d'Affaires

*For the Sudanese Minister of Finance and Economic Planning*

(sd.) MOHAMED KHEIR EL ZUBEIR

Dr. Mohamed Kheir El Zubeir  
First Undersecretary for Planning

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Het akkoord is op 1 januari 1989 in werking getreden.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 22 augustus 1990 te Khartoum tot stand gekomen een administratief akkoord betreffende het Programma dorpsdrinkwaterputten, Zuid-Darfur, fase I. 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, J. Bos,

and

for the Sudanese Minister of Finance and Economic Planning, Dr. Mohammed Kheir El Zubeir, First Undersecretary for Planning, being the Competent Sudanese Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Sudanese Party",

With regard to the provisions of Article I of the Agreement on technical cooperation 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",

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 "Village Hand Dug Wells Programme, South Darfur, phase P", hereinafter referred to as "the Project".

2. The aim of the Project is:

- to supply villages with healthy water;
- to strengthen the operational capacity of the National Corporation for the Development of Rural Water Resources (NCDRWR) and the Ministry of Health-Nyala in the supply and use of clean water.

3. This aim shall be pursued by:

- establishing the technological and community involvement concept for hand-dug wells;
- establishing an operational capacity to construct 60 wells per year and improving the efficiency of the production process in order to reach a target of at least 75 wells per year with the same capacity;
- developing a comprehensive extension package on water use and management at village level and integrating these extension activities within the structures of the Ministry of Health.

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

## Article II

*The Netherlands Contribution*

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

- the partial payment of investments in vehicles and equipment;
- to provide training and manpower development;
- to provide technical assistance (3 expatriates and short term consultancies);
- to monitor and evaluate the Project.

2. The value of the Netherlands contribution is estimated at the amount of 6,000,000.-- Netherlands guilders (Dfl. six million).

## Article III

*The Sudanese Contribution*

1. The Sudanese Party shall make the following contribution to the Project;



- payment by the villages of a part of the costs of the well-digging and maintenance;
- provision of labour by the villages;
- payment of salaries and field-allowances of the staff of NCDRWR;
- provision of materials for well-construction.

2. The total value of the Sudanese contribution is estimated at 6,640,000.-- Sudanese Pounds (SL six million six hundred forty thousand).

#### Article IV

##### *The Executive Authority*

1. The Netherlands Party shall appoint the Directorate General of 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 Team-Leader. The Team-Leader shall act in close cooperation with the Sudanese Executive Authority and its representative and will respect the operational instructions given by the said Authority to the Sudanese personnel.

2. The Sudanese Party shall appoint the Ministry of Energy and Mining, which will work in close cooperation with the Ministry of Health, 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 National Corporation for the Development of Rural Water Resources (NCDRWR), who will be the Sudanese Project Manager. The Sudanese Executive Authority and the Project Manager shall provide the Team-Leader with any information that may be considered necessary for the correct implementation of the Project.

#### 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

*Project Manager/Team-Leader*

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

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

## Article VII

*The Working Document*

1. The Executive Authorities shall establish by common consent a Working Document, which contains inter alia;

a) a description of the contribution of either Party as indicated in Article II and III of this Arrangement, including the number of experts to be sent out and their respective job descriptions;

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

c) an itemized project budget.

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

3. The Working Document 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 Article IV of the Agreement shall be applicable to the import of the equipment and materials provided by the Netherlands Party. After termination of the Project all the equipment and materials will be handed over to the Executive Authority, unless otherwise agreed.

## Article X

*Reporting*

The Project Manager and the Team-Leader shall jointly submit to the Executive Authorities quarterly reports in English on the progress made on the implementation of the Project. On the termination of the Project they 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 the second year of the Project implementation an evaluation will be held; thereafter evaluations will be scheduled by the Executive Authorities.

2. 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 Administrative Arrangement shall enter into force (with retroactive effect to 1 January 1990) on the date of signature by both Parties and shall expire at the end of the period stated in Article I, 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 Working Document whichever date is the later.

DONE at Khartoum on the 22nd of August 1990 in two originals in the English language.

*For the Netherlands Minister for Development Cooperation*

(sd.) J. BOS

Drs. J. Bos  
Chargé d'Affaires

*For the Sudanese Minister of Finance and Economic Planning*

(sd.) MOHAMED KHEIR EL ZUBEIR

Dr. Mohamed Kheir El Zubeir  
First Undersecretary for Planning

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Het akkoord is op 22 augustus 1990 in werking getreden, met terugwerkende kracht vanaf 1 januari 1990.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 22 augustus 1990 te Khartoum tot stand gekomen een administratief akkoord inzake het geïntegreerd plattelandontwikkelingsproject voor de districten Kassala en Aroma. 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, J. Bos,

and

for the Sudanese Minister of Finance and Economic Planning, Dr. Mohammed Kheir El Zubeir, First Undersecretary for Planning, being the Competent Sudanese Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Sudanese Party",

With regard to the provisions of Article I of the Agreement on technical cooperation 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",

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 (KADA)", hereinafter referred to as "the Project".

2. The aim of the Project is the structural improvement of the living conditions of the (rural) population of the Kassala and Aroma districts in the Eastern region.

3. This aim shall be pursued by:

– supporting activities in the following sectors:

1. Agriculture (including forestry, horticulture and animal husbandry)

2. Rural water supply

3. Public services;

– institutional strengthening.

4. The cooperation between the two Parties is planned to last 17 months.

### Article II

#### *The Netherlands Contribution*

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

- the provision of 3 ex-patriate experts;
- the partial payment of investments (building and construction, machinery and equipment, vehicles and trucks);
- the financing of running costs and spare parts;
- the provision of training and fellowships;
- the payment of wages and salaries of the local staff, employed by KADA;
- the provision of backstopping, consultancies and missions.

2. The value of the Netherlands contribution shall not exceed the amount of 10 million Netherlands Guilders (Dfl. 10 million).

### Article III

#### *The Sudanese Contribution*

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

- the payment of local salaries;
- the partial payment of investments (building and construction, machinery and equipment, vehicles and trucks).

2. The value of the Sudanese contribution is estimated at 10 million Sudanese Pounds (SL ten million).

#### Article IV

##### *The Executive Authority*

1. The Netherlands Party shall appoint the Directorate General of 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 Co-Manager. The Co-Manager shall act in close cooperation with the Sudanese Executive Authority and its representative and will respect the operational instructions given by the said Authority to the Sudanese personnel.

2. The Sudanese Party shall appoint the Ministry of Finance and Economic Planning (MFEP), 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 KADA Programme Manager. The Sudanese Executive Authority and the Programme Manager shall provide the Co-Manager with any information that may be considered necessary for the correct implementation of the Project.

#### 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

##### *Programme Manager/Co-Manager*

The Programme Manager shall be responsible to the Sudanese

Executive Authority for the correct implementation of the Sudanese contribution to the Project.

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

## Article VII

### *Workplan*

1. The Executive Authorities shall establish by common consent a Workplan, which contains inter alia:

a) a description of the contribution of either Party as indicated in Article II and III of this Arrangement, including the number of experts to be sent out and their respective job descriptions;

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

c) an itemized project budget.

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

3. The Workplan 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 Article IV of the Agreement shall be applicable to the import of the equipment and materials provided by the Netherlands Party.

## Article X

### *Reporting*

The Programme Manager and the Co-Manager shall jointly submit to the Executive Authorities quarterly reports in English on the progress made on the implementation of the Project. On the termina-

tion of the Project they 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*

At the end of the first year of the Project implementation an evaluation will be held; thereafter evaluations will be scheduled by the Executive Authorities.

2. 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 Administrative Arrangement shall enter into force (with retroactive effect to 1st November 1989) on the date of its signature by both Parties and shall expire either at the end of the period stated in Article I, 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 Workplan whichever date is the later.

DONE at Khartoum on the 22nd of August 1990 in two originals in the English language.

*For the Netherlands Minister for Development Cooperation*

(sd.) J. BOS

Drs. J. Bos  
Chargé d'Affaires



*For the Sudanese Minister of Finance and Economic Planning*

(sd.) MOHAMED KHEIR EL ZUBEIR

Dr Mohamed Kheir El Zubeir  
First Undersecretary for Planning

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Het akkoord is op 22 augustus 1990 in werking getreden, met terugwerkende kracht vanaf 1 november 1989.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 22 augustus 1990 te Khartoum tot stand gekomen een administratief akkoord inzake het Project betreffende de watervoorziening in Nyala El Geneina, fase III. 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, J. Bos,

and

for the Sudanese Minister of Finance and Economic Planning, Dr. Mohamed Kheir El Zubeir, First Undersecretary for Planning, being the Competent Sudanese Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Sudanese Party",

With regard to the provisions of Article I of the Agreement on technical cooperation 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",

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 "Nyala-El Geneina Water Supply Project, phase III", hereinafter referred to as "the Project".

2. The aim of the Project is to provide better living and health conditions for the population in Nyala and El Geneina.

3. This aim shall be pursued by:
  - a) upgrading of the Nyala and El Geneina Water Supply systems (rehabilitation work and replacement of defective components);
  - b) extension of the water pumping and distribution systems;
  - c) strengthening of the National Urban Water Cooperation (NUWC);
  - d) stimulating of the right use of drinking water.
4. The cooperation between the two Parties is planned to last two years.

## Article II

### *The Netherlands Contribution*

1. The Netherlands Party shall make the following contribution to the Project:
  - a) to provide technical assistance;
  - b) to supply materials and equipment;
  - c) to provide support services (local support to NUWC, technical training programme, promotion of hygiene education and sanitation).
2. The value of the Netherlands contribution is estimated at the amount of 4,800,000.- Netherlands Guilders.

## Article III

### *The Sudanese Contribution*

1. The Sudanese Party shall make the following contribution to the Project:
  - a) to pay the salaries of local staff;
  - b) to pay costs of transport within Sudan;
  - c) to provide office accommodation for the Project staff;
  - d) to pay the costs of locally rented equipment and hired services;
  - e) to carry out the infra-structural activities.
2. The total value of the Sudanese contribution is estimated at 4,525,000.-- Sudanese Pounds (SL four million fivehundred twenty five thousand).

## Article IV

### *The Executive Authority*

1. The Netherlands Party shall appoint the Directorate General of 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 Team-Leader. The Team-Leader shall act in close cooperation with the Sudanese Executive Authority and its representative and will respect the operational instructions given by the said Authority to the Sudanese personnel.

2. The Sudanese Party shall appoint the Ministry of Energy and Mining, 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 National Urban Water Corporation (NUWC), who will be the Sudanese Project Manager. The Sudanese Executive Authority and the Project Manager shall provide the Team-Leader with any information that may be considered necessary for the correct implementation of the Project.

#### 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

##### *Project Manager/Team-Leader*

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

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

#### Article VII

##### *The Working Document*

1. The Executive Authorities shall establish by common consent a Working Document, which contains inter alia:

- a) a description of the contribution of either Party as indicated in

Article II and III of this Arrangement, including the number of experts to be sent out and their respective job descriptions;

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

c) an itemized Project budget.

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

3. The Working Document 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 Article IV 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 Project Manager and the Team-Leader shall jointly submit to the Executive Authorities quarterly reports in English on the progress made on the implementation of the Project. On the termination of the Project they 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 the Project implementation an evaluation will be held.

2. 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 Administrative Arrangement shall enter into force (with retroactive effect to 1 February 1990) on the date of its signature by both Parties and shall expire either at the end of the period stated in Article I, 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 Working Document whichever date is the later.

DONE at Khartoum on the 22nd of August 1990 in two originals in the English language.

*For the Netherlands Minister for Development Cooperation*

(sd.) J. BOS

Drs. J. Bos  
Chargé d'Affaires

*For the Sudanese Minister of Finance and Economic Planning*

(sd.) MOHAMED KHEIR EL ZUBEIR

Dr. Mohamed Kheir El Zubeir  
First Undersecretary for Planning

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Het akkoord is op 22 augustus 1990 in werking getreden, met terugwerkende kracht vanaf 1 februari 1990.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op

22 augustus 1990 te Khartoum tot stand gekomen een administratief akkoord inzake het Project betreffende de institutionele versterking van de stadsdrinkwaterbedrijven in Nyala en El Geneina. 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, J. Bos,

and

for the Sudanese Minister of Finance and Economic Planning, Dr. Mohammed Kheir El Zubeir, First Undersecretary for Planning, being the Competent Sudanese Authority for the purpose of this Administrative Arrangement, hereinafter referred to as "the Sudanese Party",

With regard to the provisions of Article I of the Agreement on technical cooperation 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",

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 "Institutional strengthening Nyala-El-Geneina Water Supply", hereinafter referred to as "the Project".

2. The aim of the Project is to enable the population of Nyala and El Geneina to derive lasting benefit from water supply works and facilities installed by the Nyala-El Geneina Water Supply Project.

3. This aim shall be pursued by:

- a) strengthening of the institutional and organizational structure of the local National Urban Water Cooperation (NUWC)-organizations in Nyala and El Geneina;
- b) reinforcing of the capacity and skills for operation and maintenance of the water supply systems;
- c) improving the financial management and revenue collection;
- d) developing management and administrative procedures for

budgeting, revenue accounting and procurement of supplies and materials;

e) arranging for local retention costs of revenues, and the use of these funds for meeting the operating costs and expenditures;

f) involving the local population and authorities in management and use of the improved water supply systems.

4. The cooperation between the two Parties is planned to last five years.

## Article II

### *The Netherlands Contribution*

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

a) the financing of Expert Staff and Project Support & Coordination;

b) the provision of a Project car (purchase, running costs);

c) the financing of operating costs;

d) the supply of administrative equipment and means;

e) the supply of workshop equipment and tools;

f) a training course for counterpart staff (in the Netherlands);

g) the financing of the health education support programme.

2. The value of the Netherlands contribution is estimated at the amount of 2,500,000.- Netherlands guilders.

## Article III

### *The Sudanese Contribution*

1. The Sudanese Party shall make available sufficient staff and office facilities for the Project.

2. The total value of the Sudanese contribution is estimated at 2,000,000.-- Sudanese Pounds.

## Article IV

### *The Executive Authority*

1. The Netherlands Party shall appoint the Directorate General of 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 Team-Leader. The Team-Leader shall act in close cooperation with the Sudanese Executive Authority and its representative and will respect the operational instructions given by the said Authority to the Sudanese personnel.

2. The Sudanese Party shall appoint the Ministry of Irrigation and Water Resources, 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 National Urban Water Corporation, who will appoint the Sudanese Project Manager. The Sudanese Executive Authority and the Project Manager shall provide the Team-Leader with any information that may be considered necessary for the correct implementation of the Project.

#### 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

##### *Project Manager/Team-Leader*

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

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

#### Article VII

##### *The Working Document*

1. The Executive Authorities shall establish by common consent a Working Document, which contains inter alia;

a) a description of the contribution of either Party as indicated in Article II and III of this Arrangement, including the number of experts to be sent out and their respective job descriptions;



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

c) an itemized Project budget.

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

3. The Working Document 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 Article IV of the Agreement shall be applicable to the import of the equipment and materials provided by the Netherlands Party.

## Article X

### *Reporting*

The Project Manager and the Team-Leader shall jointly submit to the Executive Authorities quarterly reports in English on the progress made on the implementation of the Project. On the termination of the Project they 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 the first year of the Project implementation an evaluation will be held; thereafter evaluations will be scheduled by the Executive Authorities.

2. 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 Administrative Arrangement shall enter into force with retroactive effect to 1 November 1989 on the date of its signature by both Parties and shall expire at the end of the period stated in Article I, 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 Working Document whichever date is the later.

DONE at Khartoum on the 22nd of August 1990 in two originals in the English language.

*For the Netherlands Minister for Development Cooperation*

(sd.) J. BOS

Drs. J. Bos  
Chargé d'Affaires

*For the Sudanese Minister of Finance and Economic Planning*

(sd.) MOHAMED KHEIR EL ZUBEIR

Dr Mohamed Kheir El Zubeir  
First Undersecretary for Planning

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C.	VERTALING . . . . .	1
D.	PARLEMENT . . . . .	1
G.	INWERKINGTREDING . . . . .	1
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Het akkoord is op 22 augustus 1990 in werking getreden, met terugwerkende kracht vanaf 1 november 1989.

Uitgegeven de *achtste* februari 1991.

*De Minister van Buitenlandse Zaken,*

H. VAN DEN BROEK