

TRACTATENBLAD

VAN HET

KONINKRIJK DER NEDERLANDEN

JAARGANG 1993 Nr. 176

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.* 1991, 21.

Het in rubriek J van *Trb.* 1991, 21 afgedrukte administratief akkoord d.d. 22 augustus 1990 is bij brieven van 10 juni 1991 medegedeeld aan de Eerste en de Tweede Kamer der Staten-Generaal.

Het in rubriek J hieronder afgedrukte administratief akkoord d.d. 22 mei 1991 heeft 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, *Trb.* 1988, 40 en *Trb.* 1991, 21.

Ter uitvoering van artikel I van de onderhavige Overeenkomst is op 22 mei 1991 te Khartoum tot stand gekomen een administratief akkoord betreffende een programma inzake het beheer van waterbronnen. De tekst van het akkoord luidt als volgt:

**Administratieve Arrangement between the Republic of the Sudan
and the Kingdom of the Netherlands on the Water Resources
Management Development Programme**

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

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 of 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 "Arrangement";

Have entered into the following administrative arrangement:

Article I

1. The two Parties shall jointly carry out a project, to be known as "Water Resources Management Development Programme", hereinafter referred to as "the project".

2. The aim of the Project is to control the national water resources and its exploitation to the extent that, sufficient availability of water of proper quality for all is guaranteed and irreversible damage to the ecology, the economy and human and animal life are prevented.

3. This aim shall be pursued by the development of capacities within the National Rural Water Corporation (NRWC) of:

– generation, storage and reproduction of information on well installations, water utilization and water resources;

- control of ground water resources utilization, in technical, administrative & legal aspects;
 - analysis of information with an eye to water resources management planning, policy formulation, legislation and decision making;
 - dissemination and exchange of water resources management information regarding ground water resources management in Sudan, both nationally and internationally.
4. The cooperation between the two Parties is planned to last 26 months.

Article II

The Netherlands Contribution

1. The Netherlands Party shall make the following contribution to the project:
- financing equipment;
 - financing vehicles;
 - financing local travel costs;
 - financing training;
 - financing operational costs;
 - provision of technical assistance.
2. The value of the Netherlands contribution is estimated at 2,750,000 Netherlands guilders.

Article III

The Sudanese Contribution

1. The Sudanese Party shall make the following contribution to the project:
- provision of staff;
 - provision of offices;
 - financing of taxes, duties;
 - financing of buildings (Kassala);
 - financing of wages and allowances;
 - financing of lubricants, fuel, maintenance;
 - financing of inland transport costs.
2. The total value of the Sudanese contribution is estimated at 11,000,000 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 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 Finance and Economic Planning, as the Sudanese Executive Authority in charge of the implementation of the Project.

The Sudanese Executive Authority shall be presented, as far as the day to day operations of the Project are concerned, by the Groundwater Research Department of the National Rural Water Corporation, 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 organization. The Executive Authorities shall inform each other in writing of any of such delegation and of the extent of the delegation.

Article VI

Project Manager/Team-Leader

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

Article VII

The Plan of Operation

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 Operation as basis for 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 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 2nd 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 February the 1st 1991) on the date of signature by both Parties 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 Plan of Operations whichever date is the later.

DONE at Khartoum on the 22nd day of May 1991 in two originals in English

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.) DR. MOHAMMED KHEIR EL ZUBEIR

Dr. Mohammed Kheir El Zubeir
First Undersecretary for Planning

Het akkoord is ingevolge artikel XIII op 22 mei 1991 in werking getreden, met terugwerkende kracht vanaf 1 februari 1991.

Uitgegeven de eenentwintigste december 1993.

De Minister van Buitenlandse Zaken,

P. H. KOOIJMANS

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