

No. 4458

**UNITED STATES OF AMERICA
and
SUDAN**

**Exchange of notes constituting an agreement relating
to economic and technical assistance. Khartoum,
31 March 1958**

Official text: English.

Registered by the United States of America on 1 August 1958.

**ÉTATS-UNIS D'AMÉRIQUE
et
SOUDAN**

**Échange de notes constituant un accord d'assistance écono-
mique et technique. Khartoum, 31 mars 1958**

Texte officiel anglais.

Enregistré par les États-Unis d'Amérique le 1^{er} août 1958.

No. 4458. EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE UNITED STATES OF AMERICA AND THE SUDAN RELATING TO ECONOMIC AND TECHNICAL ASSISTANCE. KHARTOUM, 31 MARCH 1958

I

The American Chargé d'Affaires ad interim to the Sudanese Minister of Foreign Affairs

EMBASSY OF THE UNITED STATES OF AMERICA

No. 5

Khartoum, March 31, 1958

Excellency :

I have the honor to refer to recent conversations between representatives of our two Governments and to advise you that the Government of the United States of America, in a spirit of friendly cooperation and respect for the independence and sovereignty of the Republic of the Sudan, will be prepared to furnish to the Government of the Republic of the Sudan economic, technical and related assistance in accordance with the understandings set forth below :

1. The Government of the United States will, subject to its applicable laws and regulations, furnish such economic, technical and related assistance hereunder as may be requested by representatives duly designated by the Government of the Republic of the Sudan and approved by representatives duly designated by the Government of the United States to administer its responsibilities under this Agreement. The furnishing of such assistance shall be in accordance with the arrangements to be agreed upon between the above-mentioned representatives.

2. The Government of the Republic of the Sudan will make the full contribution permitted by its manpower, resources and facilities in furtherance of the purposes for which such assistance is made available; will take appropriate steps to assure the effective use of such assistance; and will cooperate with the Government of the United States to assure that procurement will be at reasonable prices and on reasonable terms.

3. The Government of the United States and the Government of the Republic of the Sudan will communicate to one another in a form and at intervals to be mutually

¹ Came into force on 31 March 1958 by the exchange of the said notes.

agreed upon full information concerning projects, measures and operations carried on under this Agreement, including a statement of the use of funds, materials, equipment and services provided thereunder.

Designated representatives of each Government, in a spirit of mutual collaboration, will be afforded every opportunity to observe and review the progress and utilization of assistance furnished under this Agreement.

4. The Government of the Republic of the Sudan and the Government of the United States will give full publicity to their respective peoples concerning the objectives and progress of the programs carried out under this Agreement.

5. With respect to economic and cooperative technical assistance programs hereunder the Government of the Republic of the Sudan will bear a fair share of the cost thereof.

The Government of the Republic of the Sudan will seek to the maximum extent possible to coordinate and integrate all technical cooperation programs which may be carried on in the Sudan. The Government of the Republic of the Sudan will also cooperate in the mutual exchange of technical knowledge and skills with other friendly countries participating in technical cooperation programs associated with those carried on in accordance with this Agreement.

6. The Government of the Republic of the Sudan agrees to receive a special Mission designated by the Government of the United States to discharge its responsibilities hereunder. The personnel designated by the Government of the United States for such special Mission shall be subject to approval by the Government of the Republic of the Sudan.

The Government of the Republic of the Sudan will consider such approved personnel as members of the diplomatic mission of the United States in the Sudan for the purpose of enjoying the immunities accorded to that mission and will give such persons its full cooperation including the furnishing of facilities necessary for the purpose of carrying out the provisions of this Agreement.

7. Any supplies, materials, equipment or funds introduced into or acquired in the Republic of the Sudan by the Government of the United States, or any contractor financed by that Government, for purposes of any program or project conducted pursuant to this Agreement and on a grant basis shall, while such supplies, materials, equipment or funds are used in connection with such a program or project, be exempt from any taxes on ownership or use of property, and any other taxes, investment or deposit requirements and currency controls in the Republic of the Sudan, and the import, export, purchase, use or disposition of any such supplies, materials, equipment or funds in connection with such a program or project shall be exempt from any tariffs, customs duties, import and export taxes, taxes on purchase or disposition of property, and any other taxes or similar charges in the Republic of the Sudan.

All personnel except citizens and permanent residents of the Republic of the Sudan, whether employees of the Government of the United States or individuals and employees of public or private organizations under contract with the Government of the Republic of the Sudan or its agencies or the Government of the United States or its agencies, who are present in the Republic of the Sudan for the purpose of performing work in connection herewith and whose entrance into the country has been approved by the Govern-

ment of the Republic of the Sudan shall be exempt from income and social security taxes levied under the laws of the Republic of the Sudan with respect to income upon which they are obligated to pay income or social security taxes to the Government of the United States, and from taxes on purchase, ownership, use or disposition of personal movable property intended for their own use. Such personnel and members of their families shall receive the same treatment with respect to the payment of customs and import and export duties on personal effects, equipment and supplies imported into the Republic of the Sudan for their own use, as is accorded by the Government of the Republic of the Sudan to diplomatic members of the American Embassy in the Republic of the Sudan.

8. Funds introduced into the Republic of the Sudan for purposes of this Agreement shall be convertible into currency of the Republic of the Sudan at the rate providing the largest number of units of such currency per United States dollar which, at the time the conversion is made, is not unlawful in the Republic of the Sudan.

9. All or any part of the program of assistance provided hereunder may be terminated upon notification by either Government if that Government determines that the continuation of such assistance is unnecessary or undesirable. The termination of such assistance under this provision may include the termination of deliveries of any commodities hereunder not yet delivered. However, the provisions of this Agreement shall remain in full force and effect with respect to assistance furnished pursuant to requests under paragraph 1.

10. The two Governments shall, upon request of either of them, consult regarding any matter relating to the application or amendment of this Agreement.

I have the honor to propose that, if these understandings are acceptable to the Government of the Republic of the Sudan, the present note and your reply note concurring therein shall constitute an Agreement between our two Governments which shall enter into force on the date of your Excellency's reply note and which shall remain in force until thirty days after the receipt by either Government of written notification of the intention of the other to terminate it, it being understood, however, that the provisions of this Agreement shall remain in full force and effect with respect to assistance furnished pursuant to requests made under paragraph 1 hereof.

Accept, Excellency, the renewed assurances of my highest consideration.

William E. COLE
Chargé d'Affaires ad interim

His Excellency Sayed Mohammed Ahmed Mahgoub
Minister of Foreign Affairs
Khartoum

II

*The Sudanese Minister of Foreign Affairs to the American Chargé d'Affaires
ad interim*

THE REPUBLIC OF THE SUDAN
MINISTRY OF FOREIGN AFFAIRS
KHARTOUM, SUDAN

31st March, 1958

Sir,

I have the honour to acknowledge the receipt of your Note No. 5 dated 31st. March, 1958, which reads as follows :

[*See note I*]

I confirm that the Government of the Republic of the Sudan will consider your note and this reply as constituting an agreement between our two Governments which shall enter into force on the date of this reply.

Accept, Sir, the renewed assurances of my highest consideration.

MAHGOUB
Minister of Foreign Affairs
of the Republic of the Sudan

William E. Cole, Esq.
Chargé d'Affaires ad interim
Embassy of the United States of America
Khartoum, Sudan