

No. 14357

**FEDERAL REPUBLIC OF GERMANY
and
SUDAN**

**Agreement concerning financial assistance (with annex).
Signed at Bonn on 7 June 1974**

Authentic texts: German and English.

Registered by the Federal Republic of Germany on 7 October 1975.

**RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE
et
SOUDAN**

**Accord d'aide financière (avec annexe). Signé à Bonn le
7 juin 1974**

Textes authentiques : allemand et anglais.

Enregistré par la République fédérale d'Allemagne le 7 octobre 1975.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF THE SUDAN AND THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY CONCERNING FINANCIAL ASSISTANCE

The Government of the Democratic Republic of the Sudan and the Government of the Federal Republic of Germany,

in the spirit of the friendly relations existing between the Democratic Republic of the Sudan and the Federal Republic of Germany,

desiring to strengthen and intensify those friendly relations by fruitful co-operation in the field of development assistance,

aware that the maintenance of those relations constitutes the basis of the present Agreement,

intending to promote economic and social development in the Democratic Republic of the Sudan,

have agreed as follows:

Article 1. (1) The Government of the Federal Republic of Germany shall enable the Government of the Democratic Republic of the Sudan or other borrowers to be jointly selected by both Governments to raise with the Kreditanstalt für Wiederaufbau (Development Loan Corporation), Frankfurt/Main, loans up to a total of 65 million (sixty-five million) German Marks as follows:

- a) up to 45 million (forty-five million) German Marks for financing of projects suggested by the Government of the Democratic Republic of the Sudan if, after examination, the said projects have been found to be eligible for promotion,
- b) up to 20 million (twenty million) German Marks for the importation of commodities to cover current civilian requirements in accordance with the list of commodities enclosed as an Annex to the present Agreement, and services connected therewith.

(2) Supplies financed from the loan referred to in paragraph (1) *b*) above must be based on supply contracts concluded after June 1st 1974.

(3) The projects referred to in paragraph (1) *a*) above may also be replaced by other projects if the Government of the Democratic Republic of the Sudan and the Government of the Federal Republic of Germany so agree.

Article 2. (1) The utilization of the loans as well as the terms and conditions on which they are granted shall be governed by the provisions of the agreements to be concluded between the borrowers and the Kreditanstalt für Wiederaufbau which shall be subject to the legal provisions applicable in the Federal Republic of Germany.

(2) The Government of the Democratic Republic of the Sudan, to the extent that it is not itself a borrower, and the Bank of Sudan shall guarantee to the Kreditanstalt für Wiederaufbau all payments in German Marks to be made in fulfilment of borrowers' liabilities under the loan agreements to be concluded under paragraph (1) above.

Article 3. The Government of the Democratic Republic of the Sudan shall exempt the Kreditanstalt für Wiederaufbau from all taxes and other public charges levied in the Democratic Republic of the Sudan at the time of the conclusion, or during the execution, of the loan agreements referred to in Article 2 of the present Agreement.

¹ Came into force on 7 June 1974 by signature, in accordance with article 8.

Article 4. The Government of the Democratic Republic of the Sudan shall allow passengers and suppliers free choice of transport enterprises for such transportation by sea or air of persons and goods as results from the granting of the loans, abstain from taking any measures that might exclude or impair the participation of transport enterprises having their place of business in the German area of application of the present Agreement, and grant any permits required for the participation of such enterprises.

Article 5. Supplies and services for projects referred to in Article 1, paragraph (1) *a*), financed from the loans shall, unless otherwise provided in individual cases, be subject to international public tender.

Article 6. With regard to the supplies resulting from the granting of the loans, the Government of the Federal Republic of Germany attaches particular importance to preference being given to products of industries of *Land Berlin*.

Article 7. With the exception of those provisions of Article 4 which refer to air transport, this Agreement shall also apply to *Land Berlin* provided that the Government of the Federal Republic of Germany does not make a contrary declaration to the Government of the Democratic Republic of the Sudan within three months after the entry into force of the present Agreement.

Article 8. The present Agreement shall enter into force on the date of signature thereof.

DONE at Bonn on June 7th 1974 in duplicate in the English and German languages, both texts being equally authentic.

For the Government
of the Democratic Republic
of the Sudan:
[Signed — Signé]¹

For the Government
of the Federal Republic
of Germany:
[Signed — Signé]²
[Signed — Signé]³

ANNEX

List of commodities which the Democratic Republic of the Sudan may, pursuant to Article 1 (1) (b) of the Intergovernmental Agreement of 7 June 1974, purchase as commodity assistance up to a total of 20 (twenty) million German Marks:

1. Tools of all kinds
2. Spare parts of all kinds
3. Agricultural and industrial machinery and implements
4. Vehicles and accessories
5. Industrial raw and auxiliary materials
6. Products of the chemical industry.

Imports pursuant to the above list should include the greatest possible range of commodities. Imports of commodities not contained in the above list may only be financed on prior approval of the Government of the Federal Republic of Germany.

The importation of luxury and consumer goods and all goods for military equipment may not be financed from the commodity assistance.

¹ Signed by Nasr Eddin Unbarak — Signé par Nasr Eddin Unbarak.

² Signed by Hans-Georg Sachs — Signé par Hans-Georg Sachs.

³ Signed by Oppelt — Signé par Oppelt.