

**No. 14825**

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**FEDERAL REPUBLIC OF GERMANY  
and  
SUDAN**

**Agreement concerning financial assistance (with annex).  
Signed at Bonn on 26 June 1975**

*Authentic texts: German and English.*

*Registered by the Federal Republic of Germany on 15 June 1976.*

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**RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE  
et  
SOUDAN**

**Accord d'aide financière (avec annexe). Signé à Bonn le  
26 juin 1975**

*Textes authentiques : allemand et anglais.*

*Enregistré par la République fédérale d'Allemagne le 15 juin 1976.*

AGREEMENT<sup>1</sup> 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 contribute to economic and social development in 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 the two Governments to raise with the Kreditanstalt für Wiederaufbau (Development Loan Corporation), Frankfurt/Main, loans up to a total of DM 75 mill. (seventy-five million German Marks) as follows:

(a) up to DM 38 mill. (thirty-eight million German Marks) for the procurement of goods and services to meet current civilian requirements in accordance with the list attached to the present Agreement;

(b) up to DM 37 mill. (thirty-seven million German Marks) for projects to be jointly selected by the two Governments, provided that an examination has proved them to be eligible for promotion.

(2) The supplies to be financed from the loan referred to in paragraph 1 (a) above must be based on supply contracts concluded after 1 April 1975.

(3) The projects selected under paragraph 1 (b) above may 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 these 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 borrower 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 the borrower, and the Bank of Sudan shall guarantee to the Kreditanstalt für Wiederaufbau all payments to be made in fulfilment of the borrowers' liabilities under the agreements to be concluded pursuant to paragraph 1 above.

<sup>1</sup> Came into force on 26 June 1975 by signature, in accordance with article 8.

*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 agreements referred to in Article 2 of the present Agreement.

*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, take no measures that exclude or impair the participation of transport enterprises having their place of business in the German area of application of this Agreement and grant relevant permits as required for the participation of such transport enterprises.

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

*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 26 June, 1975 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]<sup>1</sup>

For the Government  
of the Federal Republic of Germany:

[Signed — Signé]<sup>2</sup>

#### A N N E X

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

*List of goods and services which may be financed up to a value of DM 38 million (thirty-eight million German Marks) from the loan pursuant to Article 1 (a) of the Agreement of 26 June 1975*

- (a) industrial raw and auxiliary materials as well as semi-manufactures,
- (b) industrial equipment as well as agricultural machinery and implements,

<sup>1</sup> Signed by Ghandour — Signé par Ghandour.

<sup>2</sup> Signed by Lahn — Signé par Lahn.

- (c) spare parts and accessories of all kinds,
- (d) products of the chemical industry, in particular fertilizer, plant protection agents, pesticides and medicaments,
- (e) other industrial products of importance for the development of the Sudan,
- (f) transportation, insurance and assembly costs arising in connection with the importation of goods financed from the loan.

DM 7 million (seven million German Marks) of the aforementioned sum are envisaged for equipment and spare parts for the River Transport Corporation.<sup>1</sup>

Imports not contained in the above list may only be financed with the prior approval of the Government of the Federal Republic of Germany.

The importation of consumer goods for private consumption, in particular luxury goods, as well as goods and facilities for military purposes, may not be financed from the loan.

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<sup>1</sup> The authentic German text additionally reads as follows: "This is in accordance with a list of goods which is at present being drawn up with German technical assistance funds in the context of a feasibility study relating to river transport on the White Nile; also, DM 9 million (nine million German Marks) are envisaged for road construction equipment and spare parts which are needed and requested under the proposed technical assistance road construction project in southern Sudan."

According to the information available to the Secretariat, a formal rectification procedure was being initiated by the Contracting Parties.