

No. 17308

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**UNITED STATES OF AMERICA  
and  
SUDAN**

**Agreement for plant protection—*Sudan quelea bird research project*. Signed at Khartoum on 12 May 1977**

*Authentic text: English.*

*Registered by the United States of America on 24 November 1978.*

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**ÉTATS-UNIS D'AMÉRIQUE  
et  
SOUDAN**

**Accord concernant la protection des plantes — *Projet de recherche sur les oiseaux de la famille du quelea au Soudan*. Signé à Khartoum le 12 mai 1977**

*Texte authentique : anglais.*

*Enregistré par les États-Unis d'Amérique le 24 novembre 1978.*

## AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF THE SUDAN FOR SUDAN QUELEA BIRD RESEARCH PROJECT

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This Agreement is made and entered into on the 12th day of May, 1977, between the United States of America, acting through the Agency for International Development (hereinafter referred to as "A.I.D."), of the one part, and the Democratic Republic of Sudan, of the other part (hereinafter referred to as the "Parties");

Witnesseth that: whereas, the Parties recognize the serious problem caused throughout the world by bird and rodent damage, particularly that caused by the Red-billed Weaver (*Quelea quelea*), to such agricultural crops as wheat, rice, sorghum, corn, cotton, fruit and vegetables;

Whereas, crop damage caused by the *Quelea* has an adverse effect on the economies of as many as 25 African nations; and

Whereas, in 1968 a cooperative program was established between A.I.D. and the Denver Wildlife Research Centre (DWRC) of the U.S. Fish and Wildlife Service whereby the DWRC conducts research studies, funded by A.I.D. into methods to reduce food losses caused by birds and rodents.

Now therefore, the Parties to this Agreement hereby agree as follows:

### I. COURSE OF ACTION

The DWRC will undertake to assist the Government of Sudan in the development of a viable pest management capability in Sudan. The development of this capability will require research and training, and the institutionalization of the pest management program. To accomplish this goal, cooperative studies will be encouraged with other research teams in Africa and communication links developed for the exchange of information. The research program will be problem-oriented and the result of investigation will be applied through an appropriate plant protection extension program. The DWRC uses a team approach to problem solving and has technical capabilities and scientific equipment that cannot be developed in Sudan.

The research will be undertaken by a team of one or two United States scientists working in conjunction with a number of scientists and support personnel from the Government of Sudan, Ministry of Agriculture.

It is anticipated that A.I.D. will provide technical assistance to this project for a first phase of 4 years, commencing on or about May 1, 1977. This program will emphasize the development of in-country scientists with the necessary competence to continue and further the operations of research after termination of USAID technical assistance.

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<sup>1</sup> Came into force on 12 May 1977 by signature.

## II. PROJECTED RESULTS

Upon completion of the project it is expected that the assistance provided will contribute towards the increase of available human food supplies in Sudan through the achievement of the following objectives:

1. Appraisal of the nature and magnitude of food losses attributable to bird and rodent activity in Sudan;
2. Development of integrated bird and rodent control programs within Sudan;
3. Development of an indigenous Sudanese capability to cope with problems of food losses due to bird/rodent activity;
4. Institutionalization of Sudanese research control programs.

To achieve these goals the U.S. technical assistance personnel will, to the extent practicable, coordinate activities with other international organizations involved in similar research.

Study plan outlines and research reports will be prepared by the project biologist and counterpart personnel for each research study and will be reviewed and approved by the Director of the DWRC, the Director of the Plant Protection Department and the team leader of the UNDP/FAO Quelea Project in the Sudan.

## III. RESPONSIBILITIES OF A.I.D.

To carry out the purposes of this Agreement, and subject to the availability of funds and to the mutual agreement of the Parties, at the time to proceed, A.I.D. agrees to:

- (a) Provide the services of and pay all salaries, housing allowances, travel (local and international), utilities, insurance, and other related expenses for the technical assistance personnel assigned to the project;
- (b) Provide technical support through the DWRC, which support shall include administrative, logistical, and research assistance;
- (c) Provide, through the American Embassy in Khartoum, Sudan or the A.I.D. field office in Sudan, any reasonable personal requirements for the technical assistance personnel;
- (d) Provide essential office, laboratory, and field equipment for the project;
- (e) Monitor and coordinate the project's activities in Sudan;
- (f) At the discretion of A.I.D., to provide such training for Sudanese professional personnel as is deemed consistent with and necessary for the successful conduct of the project.

## IV. RESPONSIBILITIES OF THE GOVERNMENT OF SUDAN

To carry out the purposes of this Agreement, the Government of Sudan agrees to:

- (a) Assign professional scientists and technicians, as required by the project;
- (b) Provide all required needs for scouts, drivers, laborers and secretarial services;
- (c) Provide office, laboratory, animal holding space and maintenance facilities;
- (d) Provide office supplies, communications, electrical power, water and other necessary utilities at office/laboratory buildings;

- (e) Provide per diem and travel expenses for Government of Sudan employees carrying out official project business;
- (f) Provide and arrange sites for field tests;
- (g) Provide essential laboratory and field equipment;
- (h) Make available scientific personnel for academic training in fields and at a level to be mutually agreed upon by the Parties, and to provide standard support or salary maintenance and travel allowances normally provided for Government of Sudan employees engaged in such training.

#### V. CONTINUANCE OF CONSULTATION

The Parties hereto, as represented by the signatories to this Agreement or their designees, recognize that the success of this project in achieving its objectives depends on close cooperation of the Parties. This cooperation is particularly crucial in the appointment of Sudanese professional personnel to work with the A.I.D.-financed technical team, and in the selection of Sudanese nationals to receive training. In this regard, and to the maximum extent practicable, the Parties agree that there will be continuing consultation between their representatives on all matters concerning the project.

#### VI. PRIVILEGES AND IMMUNITIES

The project, its A.I.D.-financed technical assistance personnel, and its equipment will enjoy such privileges and immunities as are accorded to the U.S. diplomatic mission to Sudan and its personnel.

All supplies, materials, equipment or funds introduced or acquired in the Republic of the Sudan by the Government of the United States of America, or the technical assistance personnel financed by the A.I.D. for purposes of the project conducted hereunder shall, while such supplies, materials, equipment or funds are used in the Sudan in connection with this Project, be exempt from all taxes or deposit requirements in the Sudan. The import, export, purchase or use of any such supplies, materials, equipment or funds in connection with such a project shall be exempt from any tariffs, customs duties, import and export taxes, or similar taxes in the Sudan.

Except as the Parties may otherwise agree in writing, no tax shall be imposed on any agent or technician of A.I.D. on income arising from services rendered in the Sudan in accordance with the present Agreement.

The provisions of the above paragraph shall apply only to employees of the United States of America and to individuals under A.I.D.-financed contract with the United States of America. These technicians will also be permitted initial duty free entry of personal or household goods (including a private automobile) brought into Sudan for personal use of the technician or his family. Should any of these personal effects be sold prior to re-export, the U.S.-financed technical assistance personnel will be liable to pay duty or taxes on them at appropriate rates.

The individuals described above shall be offered the same currency exchange facilities as are afforded foreign assistance technicians in general. They shall be immune from Sudanese National Service obligation, and from immigration restrictions and visa and residence permit fees.

## VII. ADDITIONAL UNDERTAKINGS

1. At the termination of this Project the disposition of all equipment and commodities procured for this project will be determined, except that equipment furnished by the DWRC for the technical support of its personnel which will remain the property of the DWRC.

2. The A.I.D.-financed technician(s) will be allowed to travel to other African states, for reasonable periods of time, upon request in writing of A.I.D. or the DWRC, however, the prior written concurrences from the Government of Sudan and the A.I.D. Affairs Officer/Sudan shall be obtained prior to initiation of travel.

3. Study plan outlines and research reports will be prepared by the A.I.D.-financed technical personnel and counterpart personnel for each research study and will be reviewed and approved by the Director, DWRC, the Director Plant Protection Department, and the team leader of the present UNDP/FAO Quelea Project in the Sudan.

## VIII. DISPUTES

If any disputes arise between the Parties hereto concerning the interpretation or application of this Agreement, the Parties shall consult between themselves with a view to having the dispute settled by negotiation, or recourse to any other mutually acceptable procedure of their choosing.

## IX. TERMINATION

The Parties presently contemplate that this Agreement will remain valid and in force for a period of four years from the date of execution of the Agreement. However, this Agreement may be terminated by either party upon giving the other party sixty (60) days written notice of intention to terminate it.

IN WITNESS WHEREOF, the Parties hereto, each acting through its respective duly authorized representatives, have caused this Agreement to be signed and/or caused its common seal to be applied and delivered as of the day and year first written above.

Democratic Republic  
of Sudan:

[Signed]

By: ABDALLA MOHAMED ABDALLA  
Assistant Under-Secretary  
Ministry of Planning

Date: 12th of May 1977

Agency for International  
Development:

[Signed]

By: RICHARD W. BOGOSIAN  
Chargé d'affaires

Date: May 12, 1977