

No. 17800

**NETHERLANDS
and
SUDAN**

**Agreement on technical co-operation. Signed at Khartoum
on 4 October 1975**

Authentic text: English.

Registered by the Netherlands on 26 April 1979.

**PAYS-BAS
et
SOUDAN**

**Accord de coopération technique. Signé à Khartoum le
4 octobre 1975**

Texte authentique : anglais.

Enregistré par les Pays-Bas le 26 avril 1979.

AGREEMENT¹ ON TECHNICAL COOPERATION BETWEEN THE KINGDOM OF THE NETHERLANDS AND THE DEMOCRATIC REPUBLIC OF THE SUDAN

Preamble. The Government of the Kingdom of the Netherlands and the Government of the Democratic Republic of the Sudan,

Desiring to create, pending the establishment of international rules in the field of technical cooperation, an administrative framework for the purpose of projects, upon which both Governments decide to cooperate,

Have agreed as follows:

Article I. In case both Governments have decided to collaborate in a particular project of technical cooperation (hereinafter referred to as "Project") the mutual contributions to that project as well as the implementation thereof shall in each individual case be established in an administrative arrangement to be agreed upon by the respective competent administrative authorities, in accordance with the principles embodied in this Agreement.

Article II. In connection with a project, the Government of the Democratic Republic of the Sudan shall:

- a. Exempt the Netherlands personnel from all taxes and other fiscal charges in respect of all remunerations paid to them by the Netherlands Government;
- b. Exempt the Netherlands personnel from import and custom duties on new or used household effects and personnel belongings as well as professional equipment, imported into the Sudan within six months of their arrival or that of their dependants, provided such goods are re-exported from the Sudan at the time of departure or within such period as may be agreed upon by the Government of the Democratic Republic of the Sudan;
- c. Make provisions for duty-free importation or purchase from bond of one motor-vehicle by the Netherlands personnel within six months of first arrival in the Sudan provided that such vehicle if sold to a person not likewise privileged, shall be subject to payment of an appropriate import duty based on the estimated value of the vehicle at the time of its being sold;
- d. Make provisions for the issue of entry-visas and work-permits, free of charge, to the Netherlands personnel, employed or to be employed by the Netherlands Government to serve a project;
- e. Exempt the Netherlands personnel or their dependants from national service obligations;
- f. Grant the Netherlands personnel, as far as all their Netherlands remunerations are concerned, the most favourable exchange facilities i.e. external accounts;
- g. Offer the Netherlands personnel and their families in the Sudan repatriation facilities in time of national or international crises as may be reasonable under the circumstances;

¹ Came into force on 9 August 1977, the date on which the Governments informed each other in writing of the completion of their required constitutional procedures, in accordance with article VI (a).

- h. Grant the Netherlands personnel immunity from legal action in respect of any acts done and words spoken or written in their official capacity;
- i. Provide the Netherlands personnel with identity documents to assure them of the full assistance of the appropriate authorities of the Sudan in the performance of their duties.

Article III. a. The Government of the Democratic Republic of the Sudan shall indemnify and hold harmless the Government of the Kingdom of the Netherlands and the Netherlands experts, advisers, agents or employees against any extra-contractual civil liability arising from any act or omission on the part of one or more of the said individuals during the operations governed by or undertaken in virtue of this Agreement which causes the death or physical injury of a third party or damage to the property of a third party—in so far as not covered by insurance—and shall abstain from making any claim or instituting any action for extra-contractual liability unless such liability derives from wilful misconduct or gross negligence on the part of one or more of the said individuals.

b. If the Government of the Democratic Republic of the Sudan has to hold harmless the Government of the Kingdom of the Netherlands or one or more of the said individuals against any claim or action for extra-contractual civil liability in accordance with paragraph *a* of this Article, the Sudanese Government shall be entitled to exercise all the rights to which the Netherlands Government or the individuals are entitled.

c. If the Government of the Democratic Republic of the Sudan so requests, the Government of the Kingdom of the Netherlands shall provide the competent authorities of the Democratic Republic of the Sudan with the administrative or judicial assistance required to reach the satisfactory solution of any problems that may arise in connection with the application of paragraphs *a* and *b* of this Article.

Article IV. The Government of the Democratic Republic of the Sudan shall exempt from all import and export duties and other official charges the equipment (inclusive motor-vehicles) and other supplies provided by the Netherlands Government in connection with a project.

Article V. All equipment and materials supplied by the Netherlands Government in connection with a project shall remain the property of the Netherlands Government for the duration of a project and shall be transferred to the Government of the Democratic Republic of the Sudan when the cooperation between the two Governments on that project has terminated, unless they are required for some other technical cooperation project involving the two Governments.

Article VI. a. This Agreement shall enter into force on the date on which both Governments have informed each other in writing that the procedures constitutionally required therefor in their respective countries have been complied with.

b. This Agreement shall remain in force for an initial period of two years.

If neither Government declares its intention to terminate the Agreement three months before its ending the Agreement shall each time be tacitly renewed for a further period of ONE year.

c. In respect of projects started before the date of termination of the present Agreement the foregoing articles thereof shall continue to be effective until the project has been terminated.

d. This Agreement shall automatically terminate when a general multilateral agreement on technical cooperation comes into force in respect of both Governments.

IN WITNESS WHEREOF the undersigned plenipotentiaries, being duly authorized thereto by their respective Governments, have signed this Agreement.

DONE at Khartoum, this 4th October 1975 in duplicate in the English language.

For the Government of the Kingdom of the Netherlands:

P. KOCH

For the Government of the Democratic Republic of the Sudan:

A. KHALIFA
