



Treaty Series No. 44 (1976)

Exchange of Notes

concerning a Grant by the
Government of the United Kingdom of
Great Britain and Northern Ireland
to the Government of the
Democratic Republic of the Sudan
(United Kingdom/Sudan Grant Agreement 1976)

Khartoum, 16 February 1976

[The Agreement entered into force on 16 February 1976]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
June 1976*

LONDON

HER MAJESTY'S STATIONERY OFFICE

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**EXCHANGE OF NOTES
CONCERNING A GRANT BY THE
GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND TO THE GOVERNMENT OF THE
DEMOCRATIC REPUBLIC OF THE SUDAN**

No. 1

*Her Majesty's Ambassador at Khartoum to the
Minister of State for Planning,
National Planning Commission of Sudan
British Embassy,
Khartoum.*

16 February, 1976.

Your Excellency,

I have the honour to refer to the recent discussions concerning development aid from the Government of the United Kingdom of Great Britain and Northern Ireland to the Government of the Democratic Republic of the Sudan and to inform Your Excellency that the Government of the United Kingdom are prepared to conclude an Agreement with the Government of the Democratic Republic of the Sudan in the following terms. The position of the Government of the United Kingdom with regard to the provision of finance and the commitment of that Government and the Government of the Democratic Republic of the Sudan as regards associated matters shall be as respectively set out in Part A and Part B below.

- A. The Government of the United Kingdom declare that it is their intention to make available to the Government of the Sudan by way of financial assistance a sum not exceeding £4,000,000 (four million pounds sterling), (hereinafter referred to as "the grant"), towards the cost of development projects to be agreed.
- B. (1) The Government of the United Kingdom shall adopt the arrangements and procedures described in the following paragraphs of this Note insofar as they relate to things to be done by or on behalf of that Government. The Government of the Sudan shall adopt the arrangements and procedures so described insofar as they relate to things to be done by or on behalf of that Government.
- (2) (a) For the purposes of these arrangements the Government of the Sudan shall, by a request in the form set out in Annex A to this Note open a special account (hereinafter referred to as "the Account") with a bank in London (hereinafter referred to as "the Bank"). The Account shall be operated for the purposes of the grant and in accordance with the instructions contained in the said request.
- (b) As soon as the Account is opened and before taking any other step required by these arrangements for obtaining any part of the grant, the Government of the Sudan shall furnish the Government of the United Kingdom and the Crown Agents for Overseas Governments and Administrations, 4 Millbank, London SW1P

3SD (hereinafter referred to as the " Crown Agents ") with a copy of their request in accordance with the provisions of sub-paragraph (a) The Government of the Sudan shall at the same time and so often as any change is made therein, notify the Government of the United Kingdom and the Crown Agents of the names of the officers who are duly authorised to sign on its behalf the Payment Authorities, Payment Orders and Requests for Drawing hereinafter provided and shall furnish a specimen signature in duplicate for each such officer.

- (3) (a) Where the Government of the Sudan propose that part of the grant shall be allocated to the costs (as described in paragraph B (4)) of a project they shall forward to the Government of the United Kingdom through the British Embassy a description of the project and its location and shall provide such further details as the Government of the United Kingdom may require.
- (b) The Government of the United Kingdom shall notify the Government of the Sudan whether their proposal to allocate part of the grant to the costs of a project is accepted, the amount of the grant accepted as provisionally allocated towards the offshore sterling costs and local costs and any special conditions attached to such acceptance. If the project has not previously been agreed between the Government of the Sudan and the Government of the United Kingdom, the acceptance of the Government of the United Kingdom of a proposal under this sub-paragraph shall constitute the agreement of the project.
- (c) For the purposes of this Agreement " offshore sterling costs " are defined as costs payable outside the Sudan, and " local costs " (which exclude import duty, sales tax or any other tax levied directly in the Sudan) as costs payable in the Sudan. It is the intention of the Government of the United Kingdom that not more than 40% of the grant overall shall be disbursed on local costs and that the actual sums will be determined in the exchanges of letters relating to each individual project.
- (4) Save and to the extent (if any) to which the Government of the United Kingdom may otherwise agree, drawings from the grant shall be used only:
- (a) for payments under a contract for the purchase in the United Kingdom (which expression in this Note shall be deemed to include the Channel Islands and the Isle of Man) of goods wholly produced or manufactured in the United Kingdom, or in the case of chemical and allied products, goods which are duly declared to be of United Kingdom origin on the form set out in Annex C (Chemicals) to this Note, or for work to be done or for services to be rendered by persons ordinarily resident or carrying on business in the United Kingdom or for two or more such purposes, being a contract which:
- (i) provides for payment in sterling to persons carrying on business in the United Kingdom; and

- (ii) is approved on behalf of the Government of the Sudan and accepted on behalf of the Government of the United Kingdom for financing from the grant; and
 - (iii) is a contract entered into after the date of this Note and before 31 March 1979.
- (b) for reimbursing the Government of the Sudan a proportion of payments made for an accepted project by them being payments of costs incurred in the Sudan in respect of :
- (i) the purchase of goods wholly produced or manufactured in the Sudan; or
 - (ii) the purchase in the Sudan, with the prior approval of the Government of the United Kingdom, of goods wholly produced or manufactured in the United Kingdom; or
 - (iii) the costs of services rendered by citizens of the United Kingdom and Colonies, or citizens of the Sudan,
- in such proportion and in respect of such goods and services as are accepted by the Government of the United Kingdom for financing from the grant.
- (c) for payment of sterling bank charges payable in the United Kingdom to the Bank in respect of their services on behalf of the Government of the Sudan in connection with this agreement.
- (5) (a) Where the Government of the Sudan proposes that part of the grant shall be applied to a contract, that Government shall ensure that there are forwarded to the Crown Agents acting on behalf of the Government of the United Kingdom at the earliest opportunity :
- (i) a copy of the contract, or a notification thereof in the form set out in Annex B to this Note; and
 - (ii) two copies of a certificate from the United Kingdom contractor concerned in the form set out in Annex C or Annex C (Chemicals) (whichever is appropriate) to this Note.
- (6) (a) After the Crown Agents, acting on behalf of the Government of the United Kingdom, have considered the documents obtained in pursuance of the procedure described in the foregoing provisions of this Note, they shall decide whether and to what extent a contract is eligible for payment from the grant, and shall notify the Government of the Sudan in the form set out in Annex C (i) to this Note whether and to what extent it accepts that a contract is eligible for payment from the grant.
- (b) To the extent that the Crown Agents acting on behalf of the Government of the United Kingdom so accept a contract or transaction and agree to payment from the Account and to the extent that reimbursement of costs incurred by the Government of the Sudan is properly due from the Account, they shall on receipt of a Request for Drawing from the Government of the Sudan, in the

form set out in Annex C (ii) to this Note, arrange payments in sterling into the Account, and each such payment shall constitute a drawing on the grant.

- (c) Unless the Government of the United Kingdom otherwise agrees, payments into the Account shall not be made after the 30 September 1980.
- (7) Withdrawals from the Account shall be made only in the manner and subject to the conditions set out in this paragraph:
- (a) for payments due under a contract in the cases to which paragraph B (4) (a) refers, withdrawals shall be made in accordance with Payment Authorities in the form shown in Annex D hereto duly signed on behalf of the Government of the Sudan and countersigned on behalf of the Government of the United Kingdom. Each Payment Authority shall be forwarded in duplicate to the Crown Agents acting on behalf of the Government of the United Kingdom for countersignature and shall be accompanied by Payment Certificates from the contractors concerned in the form shown in Annex E hereto and the invoices (or a photocopy or duplicate of such invoices) referred to therein or the invoices only for contracts in respect of which a Contract Certificate in the form shown in Annex C (Chemicals) hereto has been provided.
- (b) for reimbursements to the Government of the Sudan in the cases to which paragraph B (4) (b) refers, withdrawals shall be made in accordance with Payment Orders in the form shown in Annex D (i) to this Note duly signed on behalf of that Government and countersigned on behalf of the Government of the United Kingdom. Each Payment Order shall be forwarded in duplicate to the Government of the United Kingdom for countersignature and shall be accompanied by a claim from the Government of the Sudan in the form shown in Annex F to this Note.
- (c) for payments to which paragraph B (4) (c) refers, the Bank shall debit the Account from time to time, and inform the Government of the Sudan of the amount so debited.
- (8) (a) If any monies that have been paid out of the account are subsequently refunded by a contractor or by a guarantor, the Government of the Sudan shall pay an equivalent of such sums into the account. If the account should at that time be closed, the monies shall be disposed of as mutually agreed between our respective governments.
- (b) Any balance remaining in the account six months after the date of the last credit to the account in accordance with paragraph 6 of this Note shall be applied as mutually determined between our respective governments.
- (9) Goods shall be shipped and insured in accordance with normal commercial competitive practice and not be directed to ships or companies of any particular flag or country. Provided payments for these

services are made in sterling in the United Kingdom they may be met from the grant.

- (10) The Government of the Sudan shall ensure the provision of such finance additional to the aid finance provided in accordance with the arrangements set out in this Note, as may be needed to complete each project.
- (11) The Government of the Sudan shall supply to the Government of the United Kingdom an annual statement in triplicate in respect of local costs incurred on each approved project. The statement shall be countersigned by the appropriate audit authority of the Sudan and shall show the drawings made and the actual expenditure incurred during each financial year of the Government of the Sudan for the purposes of sub-paragraph B (4) (b) of this Note and shall certify that the expenditure was incurred in accordance with the terms and conditions on which the project was accepted for financing from the grant. Such statements shall be forwarded to the Government of the United Kingdom as soon as possible and, in any event, not later than 12 months after the end of each Sudanese financial year.
- (12) In relation to goods and services provided with finance from the grant the Government of the Sudan shall permit officers from the British Embassy and other servants or agents of the Government of the United Kingdom to visit any project for which any part of the grant is allocated or made available and shall furnish such officers, servants or agents with such information relating to the projects and the progress and financing thereof as the latter may reasonably require.

2. If the foregoing proposals are acceptable to the Government of the Sudan, I have the honour to propose that the present Note and its Annexes together with Your Excellency's reply in that sense shall constitute an Agreement between the two Governments which shall enter into force on the date of Your Excellency's reply, and which shall be known as the United Kingdom/Sudan Grant Agreement 1976.

3. I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

JOHN PHILLIPS

Her Britannic Majesty's Ambassador

ANNEX A

GOVERNMENT OF THE SUDAN

To: The Manager,

..... Bank Ltd.,
London.

Dear Sir,

United Kingdom/Sudan Grant 1976

I confirm your appointment as agents of the Government of Sudan (hereinafter called "the Government") in connection with the administration in the United Kingdom of the above-mentioned grant which is for a sum not exceeding £4,000,000 (four million pounds sterling).

2. I have to request you on behalf of the Government to open an account in the name of the Government to be styled the United Kingdom/Sudan Grant 1976 Account (hereinafter called "the Account").

3. Payments into the Account may be made from time to time by the Government of the United Kingdom of Great Britain and Northern Ireland. It is possible that, as a result of funds becoming due from contractors, payments into the Account will also be made by the Government itself.

4. Payments from the Account are to be made only in respect of the payments and reimbursements described in paragraph B 4 of the Agreement, a copy of which is attached hereto, and in the manner and subject to the conditions described in paragraph B 7 of that Agreement.

5. You are to send to the Government and to the Crown Agents for Overseas Governments and Administrations, 4 Millbank, London, SW1P 3SD (hereinafter referred to as the "Crown Agents") acting on behalf of the Government of the United Kingdom at the end of each month a detailed statement showing all debits and credits to the Account during the month.

6. You will notify the Government from time to time of the amount required to be drawn from the grant so that the amount so drawn, together with any balance which may be available in the Account, will be sufficient to cover the total value of payments or reimbursements due under Payment Authorities or Payment Orders duly signed on behalf of the Government and countersigned on behalf of the Government of the United Kingdom.

7. The following persons are severally authorised to sign Payment Authorities and Payment Orders on behalf of the Government:

- 1.
- 2.
- 3.
- 4.

Specimens of the signature of each of the above are attached in duplicate.

8. Specimen signatures of the officers authorised to countersign Payment Authorities and Payment Orders on behalf of the Government of the United Kingdom will be sent to you direct.

9. Your charges and commissions for acting as our agents in connection with this grant shall be chargeable to the Account.

10. A copy of this letter has been sent to the Government of the United Kingdom.

Yours faithfully,

ANNEX B

NOTIFICATION OF CONTRACT

United Kingdom/Sudan Grant 1976

To: The Government of the United Kingdom

Notification of Contract No.....

The following are details of a contract under which it is proposed that payments shall be made in accordance with the terms and conditions of the above grant.

1. Name and Address of
United Kingdom Contractor:
2. Date of Contract:
3. Name of Purchaser:
4. Short description of goods:
and/or works or services:
5. Value of Contract: £
6. Terms of Payment:

Signed on behalf of the Sudanese
Government

.....

Date.....

ANNEX C

Reg. No.:

United Kingdom/Sudan Grant 1976

Acceptance

No.....

CONTRACT CERTIFICATE

(For Chemicals and Allied Products use alternative
"Certificate" overleaf)

Particulars of Contract

1. Date of Contract..... 2. Contract No.

3. Description of goods or services to be supplied to the purchaser

.....
.....

If a number of items are to be supplied, a detailed list should be appended to this certificate.

4. Total contract price payable by purchaser (state CIF, C & F or FOB)
£

If goods are to be supplied the following sections must be completed.

If the contractor is exporting agent only, the information requested should be obtained from the manufacturer.

5. Estimated % of the FOB value of the goods not originating in the United Kingdom, but purchased by the contractor direct from abroad, *i.e.*, % of imported raw material or components used to manufacture.

(a) % FOB value

(b) Description of items and brief specifications

.....

6. If any raw material or components used originated from abroad, *e.g.* copper, asbestos, cotton, wood pulp, etc., but have been purchased in the United Kingdom by the contractor for this contract, specify:—

(a) % FOB value

(b) Description of items and brief specifications

.....

If services are to be supplied, the following section should also be completed.

7. State the estimated value of any work to be done or services performed in the purchaser's country by:—

(a) Your firm (site engineer's charges, etc.)

.....

(b) Local contractor

8. Qualifying remarks as necessary in respect of paragraphs 5, 6 or 7 above

.....

9. I hereby declare that I am employed in the United Kingdom by the Contractor named below and have the authority to sign this certificate. I hereby undertake that in performance of the contract no goods or services which are not of United Kingdom origin will be supplied by the Contractor other than those specified in paragraphs 5, 6, 7 and 8 above.

Signed

Position held

Name and Address of Contractor

.....

Date

Note: For the purpose of this declaration the United Kingdom includes the Channel Islands and the Isle of Man.

Contractors should note that goods should not be manufactured until acceptance has been notified.

FOR OFFICIAL USE ONLY				PAYMENTS			
Name or number of Project.....							
Amount Committed	Date of Entry	Acceptance		Date	Amount	PA No.	Initials
		Date	Initials				

**ANNEX C (CHEMICALS)
CONTRACT CERTIFICATE**

FOR CHEMICAL AND ALLIED PRODUCTS ONLY

1. Date of Contract Contract No.....
Project Title (if appropriate)

2. <i>Description of Product(s) to be supplied to Purchaser (Note A)</i>	<i>£ Price</i>	<i>UK Tariff Classification (Note B)</i>	<i>Is the product of United Kingdom Origin? (See Note C) State Yes or No</i>
.....
.....
.....

3. Total (estimated) Contract Price payable by Purchaser in Sterling—
£

4. (Declaration) I hereby declare that I am employed in the United Kingdom by the contractor named below and have the authority to sign this certificate, and that the above information is correct.

Signed

Position held

Name and Address of Contractor

.....

Date

NOTES:

A. This form is only to be used for chemical and allied products, most of which are covered by the appropriate sub-headings of Chapters 15, 25, 28-35 and 37-40 of the United Kingdom Tariff.

B. See:

- (i) Her Majesty's Customs and Excise Tariff H.M.S.O.
- (ii) Classification of Chemicals in Brussels Nomenclature H.M.S.O.

C. (i) A product is regarded as "United Kingdom origin" if made either wholly from indigenous United Kingdom materials OR according to the appropriate EFTA qualifying process using imported materials wholly or in part.

(ii) The EFTA qualifying processes are set out in Schedule I of the "EFTA Compendium for Use of Exporters", H.M.S.O.

(iii) For the purpose of this declaration it is to be emphasised that the "alternative percentage criterion" DOES NOT APPLY.

(iv) The words "Area Origin" where they appear in the above Schedule must be taken to mean "United Kingdom Origin" only.

(v) For the purpose of this declaration, the "Basic Materials List" (Schedule II of the EFTA Compendium) does not apply.

(vi) If a qualifying process is not listed for the material in question, advice should be sought from Crown Agents for Overseas Governments and Administrations, CS4 Department, 4 Millbank, London SW1P 3SD.

D. For the purpose of this declaration the United Kingdom includes the Channel Islands and the Isle of Man.

ANNEX C (i)

United Kingdom/Sudan Grant 1976

To:

N4 Contract No.:

We are pleased to inform you that we accept

We regret to inform you that we cannot accept

the Contract, particulars of which are set out in the copy certificate attached hereto as eligible for payment from the above mentioned aid fund to the extent of £

Would you please ensure that the above contract number is quoted on all payment documents and correspondence relating to this Contract.

Date.....

.....
Signed by the Crown Agents on behalf of
the Government of the United Kingdom

ANNEX C (ii)

United Kingdom/Sudan Grant 1976

D F No.....

Please pay the sum of £..... to the United Kingdom/Sudan Grant 1976 Account at the Bank Ltd.

This sum shall, on payment into the Account, constitute a drawing on the Grant. The balance in hand is £.....

.....
For the Government of the Democratic Republic of the Sudan

Funding approved ODA

ANNEX D

United Kingdom/Sudan Grant 1976

PAYMENT AUTHORITY

Serial No.

To: The Manager,

.....Bank Ltd.,
.....

Dear Sir,

.....ACCOUNT

You are hereby authorised to make the following payments from the above account on the dates stated:

Name and Address of Beneficiary	Contract No.	Date	Amount

This is to certify that the payments stated above are due in sterling to the beneficiaries named under the Contracts noted who are carrying on business in the United Kingdom, the Channel Islands or Isle of Man.

Date.....

.....
Signed on behalf of the Government of
the Democratic Republic of the Sudan

Date.....

.....
Countersigned on behalf of the
Government of the United Kingdom

ANNEX D (i)

United Kingdom/Sudan Grant 1976

PAYMENT ORDER

Serial No.....

Dear Sirs,

.....ACCOUNT

You are hereby authorised to make reimbursement out of the above mentioned account to the account of the Government of the Sudan of £..... in respect of expenditure incurred in the Sudan on approved projects.

Signed on behalf of the Government of
the Democratic Republic of the Sudan

.....
.....

Date.....

Reimbursement agreed

Signed on behalf of the
Government of the United Kingdom

.....
.....

Date.....

To: The Manager,

..... Bank Ltd.

ANNEX E

United Kingdom/Sudan Grant 1976

PAYMENT CERTIFICATE

I hereby certify that

- (i) the payments referred to in the invoices listed below, which or copies of which accompany this payment certificate, fall due and are due to be made in respect of Contract No. dated between the contractor named below and (Purchaser) and are in accordance with the particulars of this contract notified in the contract certificate signed on behalf of the said contractor on

Contractor's Invoice No.	Date	Amount £	Short description of goods, works and/or services

- (ii) The amounts specified in paragraph (i) do not include any additional foreign content to that declared in paragraphs 5, 6 or 7 of the contract certificate.

- (iii) I have the authority to sign this certificate on behalf of the Contractor named below.

Signed

Position held

For and on behalf of

Name and Address of Contractor

.....

Date

Note: For the purpose of this declaration the United Kingdom includes the Channel Islands and the Isle of Man.

ANNEX F

Serial No. of the Certificate

United Kingdom/Sudan Grant 1976

CERTIFICATE OF EXPENDITURE AND REQUEST FOR DRAWINGS

	Local Expenditure	Imports from Britain
	£	£
Ministry		
Project		
Period in which expenditure incurred		
.....		
SECTION I		
REIMBURSABLE EXPENDITURE SINCE DATE OF LAST CLAIM		
(a) cif cost of imports from Britain purchased locally with prior approval of the Government of the United Kingdom (details overleaf)		
(b) Other costs being local expenditure on the Project (in period shown)		
(c) Proportion of paragraph (b) eligible for reimbursement being of local expenditure		
.....		
(d) Amount now being claimed (a) plus (c)		£
SECTION II		
SUMMARY		
(e) Estimated total of local costs of project as approved		
(f) Costs covered by previous claims (copy paragraph (h) of the last claim submitted)		
(g) Costs covered by THIS claim (as paragraph (d) above)		
(h) Total reimbursement claimed to date		£

SECTION III**CERTIFICATION**

I certify that the above claim for £(paragraph (d)) is correct and that the expenditure was incurred additional to that already claimed on previous certificates.

Date..... Signature.....
(Ministry Accountant)

Date..... Signature.....

No. 2

*The Minister of State for Planning, National Planning Commission of Sudan
to Her Majesty's Ambassador at Khartoum*

*National Planning Commission,
Khartoum.*

16 February 1976.

Your Excellency,

I have the honour to acknowledge receipt of Your Excellency's Note No. 58 dated 16 February 1976 which reads as follows:

[Translation as in No. 1]

In reply to the above I have the honour to inform Your Excellency that the foregoing is acceptable to the Government of the Democratic Republic of the Sudan and that Your Excellency's Note and this reply shall be regarded as constituting an Agreement between the two Governments which shall enter into force on today's date and shall be known as the United Kingdom/Sudan Grant Agreement 1976.

Please accept, Your Excellency, the assurance of my highest consideration.

NASR EL DIN MUSTAPHA,
Minister of State for Planning.

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