

(SUOAN)

**Economic, Technical, and Related Assistance**

*Agreement effected by exchange of notes  
signed at Khartoum March 31, 1958;  
Entered into force March 31, 1958*

*The American Charge d'Affaires ad interim to the Sudanese Minister of Foreign Affairs*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Khartoum,*

*March 31, 1958*

NO. 5

EXCELLENCY:

I have the honor to refer to recent conversations between representatives of our two Governments and to advise you that the Government of the United States of America, in a spirit of friendly cooperation and respect for the independence and sovereignty of the Republic of the Sudan, will be prepared to furnish to the Government of the Republic of the Sudan economic, technical and related assistance in accordance with the understandings set forth below:

1. The Government of the United States will, subject to its applicable laws and regulations, furnish such economic, technical and related assistance hereunder as may be requested by representatives duly designated by the Government of the Republic of the Sudan and approved by representatives duly designated by the Government of the United States to administer its responsibilities under this Agreement. The furnishing of such assistance shall be in accordance with the arrangements to be agreed upon between the above-mentioned representatives.
2. The Government of the Republic of the Sudan will make the full contribution permitted by its manpower, resources and facilities in furtherance of the purposes for which such assistance is made available; will take appropriate steps to assure the effective use of such assistance; and will cooperate with the Government of the United States to assure that procurement will be at reasonable prices and on reasonable terms.
3. The Government of the United States and the Government of the Republic of the Sudan will communicate to one another in a form and at intervals to be mutually agreed upon full information concerning projects measures and operations carried on under this Agreement, including a statement of the use of funds, materials, equipment and services provided thereunder. Designated representatives of each Government, in a spirit of mutual collaboration, will be afforded every opportunity to observe and review the progress and utilization of assistance furnished under this Agreement.

4. The Government of the Republic of the Sudan and the Government of the United States will give full publicity to their respective peoples concerning the objectives and progress of the programs carried out under this Agreement.

5. With respect to economic and cooperative technical assistance programs hereunder the Government of the Republic of the Sudan will bear a fair share of the cost thereof.

The Government of the Republic of the Sudan will seek to the maximum extent possible to coordinate and integrate all technical cooperation programs which may be carried on in the Sudan. The Government of the Republic of the Sudan will also cooperate in the mutual exchange of technical knowledge and skills with other friendly countries participating in technical cooperation programs associated with those carried on in accordance with this Agreement.

6. The Government of the Republic of the Sudan agrees to receive a special Mission designated by the Government of the United States to discharge its responsibilities hereunder. The personnel designated by the Government of the United States for such special Mission shall be subject to approval by the Government of the Republic of Sudan.

The Government of the Republic of the Sudan will consider such approved personnel as members of the diplomatic mission of the United States in the Sudan for the purpose of enjoying the immunities accorded to that mission and will give such persons its full cooperation including the furnishing of facilities necessary for the purpose of carrying out the provisions of this Agreement.

7. Any supplies, materials, equipment or funds introduced into or acquired in the Republic of the Sudan by the Government of the United States, or any contractor financed by that Government, for purposes of any program or project conducted pursuant to this Agreement and on a grant basis shall, while such supplies, materials, equipment or funds are used in connection with such a program or project, be exempt from any taxes on ownership or use of property, and any other taxes, investment or deposit requirements and currency controls in the Republic of the Sudan, and the import, export, purchase, use or disposition of any such supplies, materials, equipment or funds in connection with such a program or project shall be exempt from any tariffs, customs duties, import and export taxes, taxes on purchase or disposition of property and any other taxes or similar charges in the Republic of the Sudan.

All personnel except citizens and permanent residents of the Republic of the Sudan, whether employees of the Government of the United States or individuals and employees of public or private organizations under contract with the Government of the Republic of the Sudan or its agencies or the Government of the United States or its agencies, who are present in the Republic of the Sudan for the purpose of performing work in connection herewith and whose entrance into the country has been approved by the Government of the Republic of the Sudan shall be exempt from income and social security taxes levied under the laws of the Republic of the Sudan with respect to income upon which they are obligated to pay income or social security taxes to the Government of the United States, and from taxes on purchase, ownership, use or disposition of personal movable property intended for their own use. Such personnel and members of their families shall receive

the same treatment with respect to the payment of customs and import and export duties on personal effects, equipment and supplies imported into the Republic of the Sudan for their own use, as is accorded by the Government of the Republic of the Sudan to diplomatic members of the American Embassy in the Republic of the Sudan.

8. Funds introduced into the Republic of the Sudan for purposes of this Agreement shall be convertible into currency of the Republic of the Sudan at the rate providing the largest number of units of such currency per United States dollar which, at the time the conversion is made, is not unlawful in the Republic of the Sudan.

9. All or any part of the program of assistance provided hereunder may be terminated upon notification by either Government if that Government determines that the continuation of such assistance is unnecessary or undesirable. The termination of such assistance under this provision may include the termination of deliveries of any commodities hereunder not yet delivered. However, the provision of this Agreement shall remain in full force and effect with respect to assistance furnished pursuant to requests under paragraph 1.

10. The two Governments shall upon request of either of them, consult regarding any matter relating to the application or amendment of this Agreement.

I have the honor to propose that, if these understandings are acceptable to the Government of the Republic of the Sudan, the present note and your reply note concurring therein shall constitute an Agreement between our two Governments which shall enter into force on the date of your Excellency's reply note and which shall remain in force until thirty days after the receipt by either Government of written notification of the intention of the other to terminate it, it being understood, however, that the provisions of this Agreement shall remain in full force and effect with respect to assistance furnished pursuant to requests made under paragraph 1 hereof.

Accept, Excellency, the renewed assurances of my highest consideration.

/s/WILLIAM E. COLE  
*Charge d'Affaires ad interim*

His Excellency  
Sayed MOHAMMED AHMED MAHGOUB  
*Minister of Foreign Affairs*  
*Khartoum*

-----  
*The Sudanese Minister of Foreign Affairs to the American Charge d'Affaires ad interim*

THE REPUBLIC OF THE SUDAN  
MINISTRY OF FOREIGN AFFAIRS  
P.O. Box No. 873  
KHARTOUM  
SUDAN

*31st March, 1958*

SIR,

I have the honour to acknowledge the receipt of your Note No. 5 dated 31st March, 1958, which reads as follows:

"I have the honour to refer to recent conversations between representatives of our two Governments and to advise you that the Government of the United States of America, in a spirit of friendly cooperation and respect for the independence and sovereignty of the Republic of the Sudan, will be prepared to furnish to the Government of the Republic of the Sudan economic, technical and related assistance in accordance with the understandings set forth below:

1. The Government of the United States will, subject to its applicable laws and regulations, furnish such economic, technical and related assistance hereunder as may be requested by representatives duly designated by the Government of the Republic of the Sudan and approved by representatives duly designated by the Government of the United States to administer its responsibilities under this Agreement. The furnishing of such assistance shall be in accordance with the arrangements to be agreed upon between the above-mentioned representatives.

2. The Government of the Republic of the Sudan will make the full contribution permitted by its manpower, resources and facilities in furtherance of the purposes for which such assistance is made available; will take appropriate steps to assure the effective use of such assistance; and will cooperate with the Government of the United States to assure that procurement will be at reasonable prices and on reasonable terms.

3. The Government of the United States and the Government of the Republic of the Sudan will communicate to one another in a form and at intervals to be mutually agreed upon full information concerning projects, measures and operations carried on under this Agreement, including a statement of the use of funds, materials, equipment and services provided thereunder.

Designated representatives of each Government, in a spirit of mutual collaboration, will be afforded every opportunity to observe and review the progress and utilization of assistance furnished under this Agreement.

4. The Government of the Republic of the Sudan and the Government of the United States will give full publicity to their respective peoples concerning the objectives and progress of the programmes carried out under this Agreement.

5. With respect to economic and cooperative technical assistance programmes hereunder the Government of the Republic of the Sudan will bear a fair share of the cost thereof. The Government of the Republic of the Sudan will seek to the maximum extent possible to coordinate and integrate all technical cooperation programmes which may be carried on in the Sudan. The Government of the Republic of the Sudan will also cooperate in the mutual exchange of technical knowledge and skills with other friendly countries participating in technical cooperation programmes associated with those carried on in accordance with this Agreement.

6. The Government of the Republic of the Sudan agrees to receive a special Mission designated by the Government of the United States to discharge its responsibilities hereunder. The personnel designated by the Government of the United States for such special Mission shall be subject to approval by the Government of the Republic of the Sudan.

The Government of the Republic of the Sudan will consider such approved personnel as members of the diplomatic mission of the United States in the Sudan for the purposes of enjoying the immunities accorded to that mission and will give such persons its full cooperation including the furnishing of facilities necessary for the purpose of carrying out the provisions of this Agreement.

7. Any supplies, materials, equipment or funds introduced into or acquired in the Republic of the Sudan by the Government of the United States, or any contractor financed by that Government, for purposes of any programme or project conducted pursuant to this Agreement and on a grant basis shall, which such supplies, materials, equipment or funds are used in connection with such a programme or project, be exempt from any taxes on ownership or use of property, and any other taxes, investment or deposit requirements and currency controls in the Republic of the Sudan, and the import, export, purchase, use or disposition of any such supplies, materials, equipment or funds in connection with such a programme or project shall be exempt from any tariffs, customs duties, import and export taxes, taxes on purchase or disposition of property, and any other taxes or similar charges in the Republic of the Sudan. All personnel except citizens and permanent residents of the Republic of the Sudan, whether employees of the Government of the United States or individuals and employees of public or private organizations under contract with the Government of the Republic of the Sudan, whether employees of the Government of the United States or individuals and employees of public or private organizations under contract with the Government of the Republic of the Sudan or its agencies or the Government of the United States or its agencies, who are present in the Republic of the Sudan for the purpose of performing work in connection herewith and whose entrance into the country has been approved by the Government of the Republic of the Sudan shall be exempt from income and social security taxes levied under the laws of the Republic of the Sudan with respect to income upon which they are obligated to pay income or social security taxes to the Government of the United States, and from taxes on purchase, ownership, use or disposition of personal movable property intended for their own use. Such personnel and members of their families shall receive the same treatment with respect to the payment of customs and import and export duties on personal effects, equipment and supplies imported into the Republic of the Sudan for their own use, as is accorded by the Government of the Republic of the Sudan to diplomatic members of the American Embassy in the Republic of the Sudan.

8. Funds introduced into the Republic of the Sudan for purposes of this Agreement shall be convertible into currency of the Republic of the Sudan at the rate providing the largest number of units of such currency per United States dollar which, at the time the conversion is made, is not unlawful in the Republic of the Sudan.

9. All or any part of the programme of assistance provided hereunder may be terminated upon notification by either Government if that Government determines that the continuation of such assistance is unnecessary or undesirable. The termination of such assistance under this provision may include the termination of deliveries of any commodities hereunder not yet delivered. However, the provisions of this Agreement shall remain in full force and effect with respect to assistance furnished pursuant to requests made under paragraph 1.

10. The two Governments shall, upon request of either of them, consult regarding any matter relating to the application or amendment of this Agreement.

I have the honour to propose that, if these understandings are acceptable to the Government of the Republic of the Sudan, the present note and your reply note concurring therein shall constitute an Agreement between our two Governments which shall enter into force on the date of your Excellency's reply note and which shall remain in force until thirty days after the receipt by either Government of written notification of the intention of the other to terminate it, it being understood, however, that the provisions of this Agreement shall remain in full force and effect with respect to assistance furnished pursuant to requests made under paragraph 1, hereof.

Accept, Mr. Minister, the renewed assurances of my highest consideration."

I confirm that the Government of the Republic of the Sudan will consider your note and this reply as constituting an agreement between our two Governments which shall enter into force on the date of this reply.

Accept, Sir, the renewed assurances of my highest consideration.

/s/ MAHGOUB  
Mohammed Ahmed Mahgoub  
*Minister of Foreign Affairs  
the Republic of the Sudan*

WILLIAM E. COLE, Esq.,  
*Charge d'Affaires Ad interim  
Embassy of the United States of America  
Khartoum,  
Sudan*

9 UST 343; TIAS 4014, 308 UNTS 105

\*\*\*\*\*

## **ECONOMIC, TECHNICAL AND RELATED ASSISTANCE**

### **Understanding Between the UNITED STATES OF AMERICA and the SUDAN**

Interpreting Agreement of  
March 31, 1958

Effected by Exchange of Notes

Signed at Khartoum

July 1 and 12, 1958

-----

The Sudanese Minister of Foreign Affairs to the American Ambassador

THE REPUBLIC OF THE SUDAN  
MINISTRY OF FOREIGN AFFAIRS  
P.O. BOX 873  
KHARTOUM,  
SUDAN

1st July, 1958

EXCELLENCY,

Public discussion of the Clauses of the Agreement embodied in the letters exchanged between us on 31.3.58, has revealed in certain minds interpretations of some of its clauses different from the understandings which we had in mind at the time of the signature of the Agreement.

I am certain that Your Excellency is as anxious as we are that no such doubts about the meaning of these Clauses should be allowed without clarification. The Government of the Republic of the Sudan has therefore attempted to clarify these points whenever the opportunity arose. In a statement in Parliament on June 25th, 1958, the following interpretations of the points which aroused public controversy were given:

Clause 5

- (i) The coordination referred to in Clause 5 will be the entire responsibility of the Government of the Sudan with a view of avoiding duplication and waste of efforts in fields where the various co-operative programmes overlap.
- (ii) The words "friendly countries" refer to countries friendly to the Government of the Republic of the Sudan.

Clause 9

The last sentence of Clause 9 does not in any way restrict the right of the Government of the Sudan to terminate the Agreement after giving due notice. It does not also confer any rights on the U.S.A. Government Mission to continue with any unfinished projects after the expiry of thirty days notice unless the Government of the Republic of the Sudan asks for the completion of such project.

I would also like to take this opportunity to convey to Your Excellency my Government's decision to utilize the grants given under Clause I of the Agreement in the fields of Rural Water Development, Roads, Agricultural Development, Technical Education and related matters, these being the fields which cover the Country's most immediate and urgent needs. In this connection, the words "and related assistance" in the Introduction and Clause I of the Agreement must therefore be interpreted as to cover matters within the fields mentioned above.

Accept Your Excellency the renewed assurance of my highest consideration.

MAHGOUB

Mohammed Ahmed Mahgoub  
Minister of Foreign Affairs

H.E. JAMES S. MOOSE Jr.  
Ambassador of the United States of America  
Khartoum

-----  
The American Ambassador to the Sudanese Minister of Foreign Affairs

EMBASSY OF THE  
UNITED STATES OF AMERICA  
Khartoum, July 12, 1958

No. 1

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's Note of July 1, 1958 which reads as follows:

"Excellency:

"Public discussion of the Clauses of the Agreement embodied in the letters exchanged between us on 31.3.58, has revealed in certain minds interpretations of some of its clauses different from the understandings which we had in mind at the time of the signature of the Agreement.

"I am certain that Your Excellency is as anxious as we are that no such doubts about the meaning of these Clauses should be allowed without clarification. The Government of the Republic of the Sudan has therefore attempted to clarify these points whenever the opportunity arose. In a statement in Parliament on June 25th, 1958, the following interpretations of the points which aroused public controversy were given:

"Clause 5

"(i) The coordination referred to in Clause 5 will be the entire responsibility of the Government of the Sudan with a view of avoiding duplication and waste of efforts in fields where the various co-operative programmes overlap.

(ii) The words "friendly countries" refer to countries friendly to the Government of the Republic of the Sudan.

"Clause 9

"The last sentence of Clause 9 does not in any way restrict the right of the Government of the Sudan to terminate the Agreement after giving due notice. It does not also confer any rights on the U.S.A. Government Mission to continue with any unfinished projects after the expiry of thirty days notice unless the Government of the Republic of the Sudan asks for the completion of such project.

"I would also like to take this opportunity to convey to Your Excellency my Government's decision to utilize the grants given under Clause I of the Agreement in the fields of Rural Water Development, Roads, Agricultural Development, Technical Education and related matters, these being the fields which cover the Country's most immediate and urgent needs. In this connection, the words "and related assistance" in the Introduction and Clause I of the Agreement must therefore be interpreted as to cover matters within the fields mentioned above.

"Accept Your Excellency the renewed assurance of my highest consideration.

(Signed) "MOHAMMED AHMED MAHGOUB  
"Minister of Foreign Affairs"

I am instructed by my Government to inform Your Excellency that it does not consider the points made in Your Excellency's Note as interpretations of the Agreement of March 31, 1958, to be inconsistent with the language and intent of that Agreement.

Accept, Excellency, the renewed assurances of my highest consideration.

/s/ JAMES S. MOOSE, Jr.

His Excellency  
Sayed MOHAMED AHMED MAHGOUB,  
Minister of Foreign Affairs,  
Khartoum.