

No. 29866

**DENMARK
and
SUDAN**

**Agreement on cooperation regarding personnel and training
assistance. Signed at Khartoum on 31 July 1983**

Authentic text: English.

Registered by Denmark on 26 March 1993.

**DANEMARK
et
SOUDAN**

**Accord d'assistance en matière de personnel et de formation.
Signé à Khartoum le 31 juillet 1983**

Texte authentique : anglais.

Enregistré par le Danemark le 26 mars 1993.

AGREEMENT¹ ON CO-OPERATION BETWEEN THE GOVERNMENT OF THE KINGDOM OF DENMARK (DANIDA) AND THE DEMOCRATIC REPUBLIC OF THE SUDAN REGARDING PERSONNEL AND TRAINING ASSISTANCE

Preamble

The Government of the Kingdom of Denmark and the Government of the Democratic Republic of the Sudan, desirous of strengthening the legal and institutional framework of their co-operation regarding personnel and training assistance have made the following Agreement.

Article I

Undertakings by the Contracting Parties

The Government of Denmark will make available to the Government of the Democratic Republic of the Sudan such personnel and training opportunities as shall in each case be determined by the two Parties. The Government of the Sudan will ensure the effective utilization of the said personnel and training opportunities.

Article II

Status and Utilization of Personnel

1. Personnel serving under this Agreement are advisory officers recruited through the Danish International Development Agency (hereinafter referred to as DANIDA) to serve in an advisory capacity either on short-term or long-term assignments and whose salaries are paid in full by the Danish Government.

¹ Came into force on 5 July 1987, the date on which the Parties certified each other the completion of the constitutional requirements, in accordance with article IX.

2. The Competent Authorities of the Sudan will in each case provide DANIDA with a complete job description for the officer wanted defining the duties of the post as well as the essential and desirable qualifications of the candidate.

3. DANIDA will provide the Competent Authorities of the Sudan with all information necessary for the appraisal of the candidate such as training and previous professional experience.

4. The Competent Authorities of the Sudan and DANIDA will jointly decide in which cases counterparts shall be assigned by the Government of the Sudan to personnel made available by the Danish Government within the framework of this Agreement or other measures to be devised in order to achieve the desired objectives.

5. In carrying out his assignment every officer will be subject to the instruction and such laws of the Government of the Sudan as are not inconsistent with the provisions of this Agreement.

6. Officers shall be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity.

7. a) Except in cases of wilful misconduct or gross negligence the Government of the Sudan shall bear all risks and claims resulting from, occurring in the course of, or otherwise connected with any operation covered by this Agreement. Without restricting the generality of the preceding sentence the Government of the Sudan shall indemnify and hold harmless the Danish Government and the officers made available by the Danish Government against

any and all liability, suits, actions, demands, damages, costs or fees on account of death or injury to persons or property or any other losses resulting from or connected with any act or omission performed in the course of operations covered by this Agreement.

- b) The Government of the Sudan shall ensure that all officers and their families shall enjoy the full protection of the law. In the event of detention for any reason of an officer made available by the Danish Government (or spouses or dependants of such officers) or of criminal proceedings being instituted against them the Royal Danish Embassy in Khartoum shall be notified immediately.

8. The Government of the Sudan shall have the right to request the recall of any officer whose work or conduct is unsatisfactory; before exercising such right the Government of the Sudan undertakes to consult with the Government of Denmark.

The Government of Denmark shall have the right to recall any officer at any time.

9. If agreed upon between DANIDA and the Competent Authorities of the Sudan an officer may be transferred from one post to another during the period of assignment.

10. The Government of the Sudan shall permit the officers to take such leave during their assignment as shall be agreed upon and specified in the notes or letters to the assignment.

Article III

Obligations of the Government of Denmark

The Danish Government will pay:

1. The cost of travel to and from the duty station in the Sudan for officers. Travel expenses will also be paid for the families of officers assigned for more than 6 months.
2. The cost of transportation to and from the duty station in the Sudan of personal effects belonging to officers assigned for less than 6 months and personal and household effects belonging to officers assigned for more than 6 months, and their families.
3. Insurance to cover medical and hospital expenses.
4. All salaries and allowances accruing to officers for services in the Sudan under this Agreement.

Article IV

Obligations of the Government of the Sudan

1. The following benefits shall be accorded to the officers:
 - A. Accommodations as specified below:
 - a) Rent free suitable housing with hard furnishings for officers and their families, housing and furnishing to be of the same standard as that provided for officers of the Government of the Sudan whose terms of appointment specify an entitlement to housing on payment of a subsidized rent. Water, telephone and electricity charges in respect of such housing will be the responsibility of the officer.
 - b) If the officer initially resides in a hotel, the Government of the Sudan will fulfil its

obligations by refunding to the officer an amount equivalent to the full hotel bill (board and lodging but excluding any extras, such as laundry, etc.), provided that the rate paid at the hotel is reasonable according to prevailing local rates and that the hotel and particular accommodation therein occupied by the officer are not above standards which an officer of the Government of the Sudan of comparable status might reasonably expect.

B. Other facilities:

a) Local support for the work of the officer including office and/or laboratory space with all the normal facilities thereof, secretarial services and/or other assistance, and free postage and telecommunications for official purposes.

b) Local transport and subsistence allowance for official journeys of the officer to the same extent as provided for officers of the Government of the Sudan of comparable status. If circumstances require the officer to use his personal motor car for official journeys, he shall be entitled to mileage allowance at the same rates as those paid to officers of the Government of the Sudan.

2. The Government of the Sudan undertakes that officers shall:

- a) be immune from national service and military obligations;
- b) be accorded the same privileges in respect of exchange control facilities as are accorded to technical personnel of other countries serving in the Sudan.

3. The Government of the Sudan will make provision for the exemption of officers from:

- a) all taxes in respect of any emolument paid to them from Danish sources;
- b) all duties and taxes imposed on the import and export of durable furniture and personal effects imported by the officers and their families for their exclusive use within 6 months after their arrival subject to re-export on completion of tour of duty or payment of customs if sold locally. The term "personal effects" shall include inter alia for each household: one refrigerator, one deep freezer, one radio, one record player, one tape recorder, one television set, minor electrical appliances, one set of photographic and cine-equipment and air conditioning unit;
- c) all duties and taxes imposed on the import and export of a motor vehicle, for personal use of the officers, or the purchase of such a motor vehicle in the Sudan out of duty free stock, provided that a motor vehicle imported under these privileges shall be liable for such duties and taxes if resold to a person in the Sudan unless resold to a person entitled to the same privileges.

4. The Government of the Sudan shall give assistance in clearance through customs of effects mentioned under 3 b) and c) above.

5. The Government of the Sudan shall ensure that no currency or foreign exchange controls be imposed on funds brought into the Sudan by DANIDA for purposes entered into in accordance with this Agreement, provided that bank accounts for such funds shall be used exclusively for such purposes, and that balances on such accounts shall be fully transferable into Danish or any other convertible currency.

Article V

The provisions of the present Agreement shall apply equally to officers, recruited by DANIDA, who are already carrying out their activity in the Sudan under the technical co-operation between the two Governments, as well as to their families.

Article VI

Fellowships

1. Fellowships for studies in Denmark will be available for candidates duly selected and nominated by the Government of the Sudan subject to acceptance by the Government of Denmark.
2. Fellowships are not granted for lengthy basic studies but only for specialized studies to candidates who have completed their basic studies. Study programmes will ordinarily be prepared in English only.
3. The Government of Denmark will pay:
 - a) The cost of travel from duty station to Denmark and return provided the study period in Denmark is of at least three months' duration;
 - b) All living costs and tuition fees, books and personal expenses during the study period in Denmark.
4. The Government of the Sudan is expected to guarantee that the Fellow can return to his former position in his home country upon completion of his study programme in Denmark.

Article VII

Evaluation

Upon completion of any part of the technical co-operation the Contracting Parties may consult each other in order to analyse its results.

Article VIII

Amendment

This Agreement may be amended or supplemented by mutual consent of the Contracting Parties by an exchange of letters.

Article IX

Entry into force and termination

This Agreement shall enter into force when the Contracting Parties have certified each other that the constitutional requirements for the entry into force have been complied with and shall remain in force for five years and thereafter shall continue in force from year to year unless terminated by either of the Contracting Parties by written notice given at least 6 months before the expiry of the then current year.

DONE in Khartoum on this the 31st day of July 1983 in two originals in the English language, both texts being equally authentic.

For the Government
of the Kingdom of Denmark:

[Signed — Signé]¹

For the Government
of the Democratic Republic
of the Sudan:

[Signed — Signé]²

¹ Signed by S. Kuchler Poulsen — Signé par S. Kuchler Poulsen.

² Signed by Osman Mustafa — Signé par Osman Mustafa.