



Treaty Series No. 70 (1969)

Exchange of Notes

concerning an Interest-free Development
Loan by the Government of the United
Kingdom of Great Britain and Northern
Ireland to the Government of the Republic
of the Sudan

(United Kingdom / Sudan Loan, 1968)

Khartoum, 17 October and 11 December 1968

[The Agreement entered into force on 11 December 1968]

*Presented to Parliament
by the Secretary of State for Foreign and Commonwealth Affairs
by Command of Her Majesty
June 1969*

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EXCHANGE OF NOTES
CONCERNING AN INTEREST-FREE DEVELOPMENT LOAN BY
THE GOVERNMENT OF THE UNITED KINGDOM OF
GREAT BRITAIN AND NORTHERN IRELAND TO
THE GOVERNMENT OF THE REPUBLIC OF THE SUDAN

No. 1

*The Counsellor at Her Majesty's Embassy, Khartoum, to the Under-Secretary
at the Sudanese Ministry of Finance and Economics*

*British Embassy,
Khartoum.*

Your Excellency,

17 October, 1968.

I have the honour to refer to the discussions concerning development aid from the Government of the United Kingdom of Great Britain and Northern Ireland to the Government of the Sudan to inform Your Excellency that the Government of the United Kingdom are prepared to conclude an Agreement with the Sudan Government on this question. The position of the Government of the United Kingdom with regard to the provision of finance and the commitments of that Government and of the Government 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, acting by the Ministry of Overseas Development (hereinafter referred to as "the Ministry"), to make available to the Government of the Sudan by way of an interest-free loan a sum not exceeding £200,000 (two hundred thousand pounds sterling) for the purpose of that development providing financial assistance to the Sudan Railways Corporation towards the cost of the purchase of ten diesel electric locomotives.
- B. (1) The Government of the United Kingdom shall adopt the arrangements and procedures described in the following paragraphs of this Note in so far 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 in so far 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 solely for the purposes of the loan 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 loan the Government of the Sudan shall furnish the Ministry with

a copy of the Government's instructions to the Bank given in accordance with the foregoing provisions of this paragraph. The Government of the Sudan shall at the same time and so often as any change is made therein, notify the Ministry of the names of the officers who are duly authorised to sign on its behalf the Payment Authorities hereinafter provided and shall furnish a specimen signature in duplicate of each such officer.

- (c) The Government of the Sudan shall ensure that the Bank forwards monthly to the Ministry a statement of receipts to and payments from the Account.
 - (d) Unless the Ministry otherwise agree, payments into the Account will not be made after the 31st March, 1969.
- (3) Save to the extent (if any) to which the Ministry may otherwise agree, drawings from the loan shall be used only for: Payments under a contract between the English Electric Company Limited and the Sudan Railways Corporation (hereinafter referred to as "the Contract") for the purchase of ten diesel electric locomotives wholly produced or manufactured in the United Kingdom, being a contract which:
- (a) provides for payment in sterling in the United Kingdom; and
 - (b) is approved on behalf of the Government of the Sudan and accepted by the Ministry for financing from the loan.
- (4) (a) The Government of the Sudan shall ensure that there are forwarded at the earliest opportunity to the Ministry:
- (i) a copy of the Contract; and
 - (ii) two copies of a certificate from the Contractor in the form set out in Annex B to this Note.
- (b) The Government of the Sudan shall ensure that the Ministry is informed if at any time the Contract is amended or if liability is incurred or is to be incurred thereunder to a greater or lesser amount than the amount specified in the relevant documents forwarded in accordance with the foregoing provisions; and in any of these cases the Government of the Sudan shall ensure that there are forwarded as soon as possible to the Ministry the relevant supplementary or revised documents.
- (5) (a) After the Ministry has considered the documents forwarded, in pursuance of the procedure described in the foregoing provisions of this Note and any additional information which it may request from the Government of the Sudan for this purpose (and which shall then be supplied by or on behalf of that Government), the Ministry shall notify that Government in the form set out in Annex B (i) to this Note whether and to what extent it accepts that the Contract is eligible for payment from the loan.
- (b) To the extent that the Ministry so accepts the Contract and agrees to payment from the Account, it shall, on receipt of a request duly signed by or on behalf of the Government of the Sudan, in

the form set out in Annex C to this Note, giving details of the payments due and about to be made, make payments in sterling into the Account and each such payment shall constitute a drawing on the loan.

- (6) Withdrawals from the Account shall be made only 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 by the Ministry. Each Payment Authority shall be forwarded in duplicate to the Ministry for counter-signature and shall be accompanied by Payment Certificates from the Contractor in the form shown in Annex E hereto and the invoices (or a photo-copy or duplicate of such invoices) referred to therein, for retention by the Ministry.
- (7) If any monies that have been paid out of the Account are subsequently refunded either by the Contractor or by a guarantor the Government of the Sudan shall, so long as there are payments to be made from the Account, pay an equivalent of such sums into the Account and, in any other case, apply the refunds to the reduction of the loan.
- (8) The Government of the Sudan shall repay to the Ministry in pounds sterling in London the total sum borrowed under the arrangements set out in this Note, such repayment to be made by instalments paid on the dates and in the amounts specified below; except that if, on the date when any such instalment is due to be paid, there is then outstanding less than the amount specified for that instalment, only the amount then outstanding shall be paid:

INSTALMENTS					
<i>Due</i>					<i>Amount</i>
					£
10th April, 1971	...	...	...	...	800
10th October, 1971	...	...	...	...	800
10th April, 1972	...	...	...	...	1,600
10th October, 1972	...	...	...	...	1,600
10th April, 1973	...	...	...	...	2,400
10th October, 1973	...	...	...	...	2,400
10th April, 1974	...	...	...	...	3,200
10th October, 1974	...	...	...	...	3,200
10th April, 1975	...	...	...	...	4,000
10th October, 1975	...	...	...	...	4,000
10th April, 1976 and on the 10th April in each of the succeeding 17 years	...	...	...	...	4,900
10th October, 1976 and on the 10th October in each of the succeeding 16 years	...	...	...	...	4,900
10th October, 1993	...	...	...	...	4,500

- (9) Notwithstanding the provisions of paragraph (8) of this Note, the Government of the Sudan shall be free at any earlier time to repay to the Ministry in pounds sterling in London the whole or any part of the loan that is still outstanding.
- (10) The Government of the Sudan shall ensure the provision of such finance additional to the loan finance provided in accordance with the arrangements set out in this Note, as may be needed to complete payments under the contract.
- (11) The Government of the Sudan shall charge interest at the rate of six per cent per annum to the Sudan Railways Corporation in respect of the finance provided in accordance with the arrangements set out in this Note.

2. If the foregoing proposals are acceptable to the Government of the Sudan, I have the honour to suggest that the present Note 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 reply, and the Agreement shall be referred to as the United Kingdom/Sudan Loan, 1968.

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

NORMAN REDDAWAY

ANNEX A

To: The Manager,

..... Bank,

London,

Dear Sir,

United Kingdom/Sudan Loan, 1968

I have to request you on behalf of the Government of the Sudan (hereinafter called "the Government") to open an account in the name of the Government as agents of the Government to be styled.....

.....
Account (hereinafter called "the Account").

2. The Ministry of Overseas Development of Her Majesty's Government for the United Kingdom of Great Britain and Northern Ireland (hereinafter called "the Ministry") will pay the loan into the Account in one payment. It is possible that, as a result of refunds becoming due from the Contractor, payments into the Account will also be made on behalf of the Government itself.

3. Payments from the Account are to be made from time to time to The English Electric Company Limited, London, and only against Payment Authorities in the form marked "D" attached hereto, duly signed on behalf of the Government and countersigned on behalf of the Ministry.

4. You are to send to the Ministry at the end of each month a detailed statement showing all debits and credits to the Account during the month.

5. You will notify the Sudan Embassy in London from time to time the amount required to be drawn from the loan 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 due under Payment Authorities duly signed on behalf of the Government and countersigned on behalf of the Ministry.

6. Any two of the following persons are jointly authorised to sign Payment Authorities on behalf of the Government:

1.

2.

3.

4.

7. Specimens of the signature of each of the above are attached in triplicate.

8. No bank charges and commissions claimed by you in respect of the operation of the Account are to be debited to the Account.

9. A copy of this letter has been addressed to the Ministry.

Specimen signatures of the officers authorised to countersign Payment Authorities on behalf of the Ministry will be sent to you direct.

Yours faithfully,

ANNEX B

United Kingdom/Sudan Loan, 1968

CONTRACT CERTIFICATE

Particulars of Contract

1. Date of Contract	Contract Number	
	<i>United Kingdom Origin</i>	<i>Non-United Kingdom Origin</i>
2. Description of equipment and/or works or services to be supplied to the Purchaser		
	<i>Sterling</i>	<i>Other Currency if any</i>
3. Total [estimated] contract price payable by Purchaser		
	<i>Amount</i>	<i>Description</i>
4. Estimated amounts, if any, paid or to be paid by the contractor in respect of goods or services of non-United Kingdom origin procured or to be procured and used for the purposes of the Contract	In respect of non-United Kingdom goods and services (a) goods or materials (b) work to be done or to be performed in Purchaser's country (c) know-how (d) plans, designs and technical documentation (e) other services	

5. I hereby declare that I am employed in the United Kingdom by the Contractor named below and I 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 paragraph 4 above.

Signed

Position held

(name and address of Contractor)

Date

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

ANNEX B (i)

United Kingdom/Sudan Loan, 1968

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 certificate attached hereto as eligible for payment from the above-mentioned loan to the extent of £

Date

Signed on behalf of the Ministry of
Overseas Development

ANNEX C

United Kingdom/Sudan Loan, 1968

REQUEST FOR DRAWING

The following payments are due to The English Electric Company Limited under contract(s) accepted under the terms of the above-mentioned loan:

Date payment is due	Amount £

The amount available in the Special Account above payments of £ and a further payment into the Account of £ is hereby requested.

The sum of £ now requested shall on payment into the Account constitute a drawing on the loan.

Date.....

Signed on behalf of the Government
of the Sudan

To: The Ministry of Overseas Development,
Finance Department,
Eland House,
Stag Place,
London, S.W.1.

ANNEX D

United Kingdom/Sudan Loan, 1968

PAYMENT AUTHORITY

Serial No.:

Dear Sir,

..... Account

You are hereby authorised to make the following payments from the above-mentioned Account to the English Electric Company Limited, in respect of the attached invoices.

Invoice No.	Date Payment Due	Amount
		£ s. d.

Signed on behalf of the Government
of the Sudan

Date

Countersigned on behalf of the Ministry
of Overseas Development

Date

To: The Manager,
..... Bank Limited,
London,

ANNEX E

United Kingdom/Sudan Loan, 1968

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 to be made in respect of Contract No. dated between the Suppliers 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) There are included in the above-mentioned invoices the following amounts in respect of the non-United Kingdom goods or services specified in paragraph 4 of the contract certificate:

- (a) £
- (b) £
- (c) £
- (d) £
- (e) £

- (iii) Apart from the amounts specified in paragraph (ii) all the amounts specified in paragraph (i) are payable in respect of goods and services of United Kingdom origin.

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

Signed.....
 Position held
 For and on behalf of
 Name and address of
 Contractor

No. 2

*The Minister of Finance and Economics of the Sudan to Her Majesty's
Ambassador at Khartoum*

*Ministry of Finance and Economics,
Khartoum.*

Your Excellency,

11th December, 1968.

I have the honour to acknowledge the receipt of Mr. G. F. N. Reddaway's Note of the 17th October, 1968 which reads as follows:

[As in No. 1]

2. In reply, I have the honour to inform Your Excellency that the foregoing proposals are acceptable to the Sudan Government who therefore agree that Mr. Reddaway's Note and the present reply shall constitute an Agreement between the two Governments which shall enter into force on this day's date and shall be referred to as the United Kingdom/Sudan Loan, 1968.

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

EL SHERIF HUSSEIN EL HINDI.

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