

SUDAN



Treaty Series No. 46 (1972)

## Exchange of Notes

concerning an Interest-free Loan 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 Loan 1972)

Khartoum, 12 January 1972

[The Agreement entered into force on 12 January 1972]

*Presented to Parliament  
by the Secretary of State for Foreign and Commonwealth Affairs  
by Command of Her Majesty  
May 1972*

LONDON

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**EXCHANGE OF NOTES  
CONCERNING AN INTEREST-FREE LOAN 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 LOAN 1972)**

No. 1

*Her Majesty's Ambassador at Khartoum to the Minister of State  
for Cabinet Affairs of the Sudan*

Note No. 013

*British Embassy,  
Khartoum.*

*12 January, 1972.*

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 Sudan in the following terms. 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 to make available to the Government of the Sudan by way of an interest-free loan a sum not exceeding £1,100,000 (one million one hundred thousand pounds sterling) for the purpose of providing financial assistance towards the costs of four new pumping stations and ancillary equipment needed to recondition existing construction machinery for the first phase of the Northern Province Pump Schemes project (hereinafter referred to as "the Project") and of a Current Meter Calibrating Unit for use by the Ministry of Irrigation and Hydro-electric Power and a Visual Approach Slope Indicator for Khartoum Airport.
- B. (1) The Government of the United Kingdom shall adopt the arrangements and procedures described in the following paragraphs 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 Government of the United Kingdom with a copy of their instructions to the Bank given in accordance with sub-paragraph (a) of this paragraph. 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 of the names of the officers who are duly authorised to sign on its behalf the Requests for Drawing Payment Authorities and Payment Orders as set out in Annexes C (ii), D and D (i) to this Note, 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 Government of the United Kingdom a statement of receipts to and payments from the Account.
- (3) Save to the extent (if any) to which the Government of the United Kingdom may otherwise agree, drawings from the loan 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 of 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 by the Government of the United Kingdom for financing from the loan; and
- (iii) is entered into after the date of the signature of this exchange of notes and before 31 March 1973;
- (b) for reimbursing the Government of the Sudan a proportion of payments made for the Project by them or by an appropriate authority or agency charged with responsibility for the Project towards 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 in respect of such goods and services, as are accepted by the Government of the United Kingdom for financing from the loan;

- (c) for reimbursing the Government of the Sudan such proportion as is accepted by the Government of the United Kingdom for financing from the loan of the costs of consultancy services (including the services of architects and quantity surveyors) provided by consultants carrying on business in the United Kingdom and selected in consultation with, and on terms approved by, the Government of the United Kingdom.

- (4) (a) (i) Where the Government of the Sudan proposes that part of the loan shall be allocated to the Project they shall forward to the Government of the United Kingdom through the British Embassy a description of the purposes for which it is required and shall provide such further details as the Government of the United Kingdom may require.

- (ii) The Government of the United Kingdom shall notify the Government of the Sudan whether their proposal to allocate part of the loan to the purposes described is approved, the amount of the loan approved as provisionally allocated towards the off-shore costs and the local costs (if any), and any special conditions attached to such approval. The amount of the loan finally allocated towards local costs shall not exceed £250,000 (two hundred and fifty thousand pounds sterling).

- (iii) A firm or firms of consulting engineers whose principal place of business is in the United Kingdom selected with the concurrence of and whose terms of reference have been agreed with the Government of the United Kingdom shall be appointed by the Government of the Sudan to advise them in connection with the Project and to supervise the execution of the Project.

- (b) Where the Government of the Sudan proposes that part of the loan shall be applied in respect of any particular contract or transaction for the furtherance of the Project, that Government shall, at the earliest opportunity forward to the Government of the United Kingdom:

- (i) in the case of contracts described in sub-paragraph (a) of paragraph 3:

- (aa) a copy of the contract or of a notification thereof in the form set out in Annex B to this Note; and

- (bb) 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; or
- (ii) in any other case, a letter from the Government of the Sudan identifying the transaction and such information as the Government of the United Kingdom may request.
- (c) The Government of the Sudan shall ensure that the Government of the United Kingdom is informed if at any time a contractor or transaction (being a contract or a transaction in respect of which documents have been forwarded in accordance with the foregoing provisions) 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 so forwarded; and, in any of these cases, the Government of the Sudan shall ensure that there are forwarded as soon as possible to the Government of the United Kingdom the relevant supplementary or revised documents.
- (5) (a) After the Government of the United Kingdom has considered the documents forwarded, in respect of any contract in pursuance of the procedures 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 that Government shall then supply), the Government of the United Kingdom shall notify that Government in the form set out in Annex C (i) to this Note whether and to what extent it accepts that a contract or transaction is eligible for payment from the Account.
- (b) To the extent that the Government of the United Kingdom accepts a contract or transaction and agrees to payment or reimbursement from the Account, it shall, on receipt of a request from the Government of the Sudan, in the form set out in Annex C (ii) to this Note, giving details of the payment due and about to be made, or made, make payments in sterling into the Account and each such payment shall constitute a drawing on the loan.
- (c) Unless the Government of the United Kingdom otherwise agrees payments into the Account shall not be made after 31 March 1976.
- (6) Withdrawals from the Account shall be made only in the manner and subject to the conditions set out as follows:
- (a) for payments due under a contract in the cases to which subparagraph (a) of paragraph 3 refers, withdrawals shall be made in accordance with Payment Authorities in the form set out in Annex D to this Note duly signed on behalf of the Government of the Sudan and countersigned by the Government of the United Kingdom. Each Payment Authority shall be forwarded in duplicate to the Government of the United Kingdom for countersignature and shall be accompanied by

Payment Certificates from the contractors concerned in the form set out in Annex E to this Agreement and the invoices (or a photo-copy or duplicate of such invoices) referred to therein for retention by the Government of the United Kingdom; or the invoices only (for retention by the Government of the United Kingdom) relating to contracts in respect of which a Contract Certificate in the form set out in Annex C (Chemicals) to this Note has been provided;

- (b) for reimbursement to the Government of the Sudan in the cases to which sub-paragraph (c) of paragraph 3 refers, withdrawals shall be made in accordance with Payment Orders in the form set out in Annex D (i) to this Note duly signed on behalf of the Government of the Sudan and countersigned by 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 copy of the invoice from the firm or firms of consultants concerned;
  - (c) for reimbursements to the Government of the Sudan in the cases to which sub-paragraph (b) of paragraph 3 refers, withdrawals shall be made in accordance with Payment Orders in the form set out in Annex D (ii) to this Note duly signed on behalf of that Government and countersigned by 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 in duplicate from the Government of the Sudan in the form set out in Annex F to this Note together with a copy of the Consultant's certificate authorising payment.
  - (d) Photocopies or duplicates of invoices may be submitted instead of the originals for the purpose of this paragraph.
- (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 or reimbursements 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 supply to the Government of the United Kingdom an annual statement in duplicate in respect of the Project. The statement shall be countersigned by the appropriate Sudanese audit authority and shall show the loan drawings made for the purposes of sub-paragraph (b) of paragraph 3 of this Note and the actual expenditure incurred during each Sudanese Financial Year; and shall certify that the expenditure was incurred in accordance with the terms and conditions set out in this Note and any condition on which the project or transaction was accepted for financing from this loan. Such statements shall be forwarded to the Government of the United Kingdom as soon as possible and, in any event, not later than twelve months after the end of each Sudanese Financial Year.

- (9) The Government of the Sudan shall repay to the Government of the United Kingdom in pounds sterling in London the total sum borrowed under the provisions of 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>Date due</i>	<i>Amount</i>
	£
1 July 1974 ... ..	4,500
1 January 1975 ... ..	4,500
1 July 1975 ... ..	9,000
1 January 1976 ... ..	9,000
1 July 1976 ... ..	13,500
1 January 1977 ... ..	13,500
1 July 1977 ... ..	18,000
1 January 1978 ... ..	18,000
1 July 1978 ... ..	22,500
1 January 1979 ... ..	22,500
1 July 1979 and on the 1 July in each of the succeeding 17 years... ..	27,000
1 January 1980 and on the 1 January in each of the succeeding 16 years ...	27,000
1 January 1997 ... ..	20,000

- (10) Notwithstanding the provisions of paragraph 9 of this Note the Government of the Sudan shall be free at an earlier time to repay to the Government of the United Kingdom in pounds sterling in London the whole or any part of the loan that is still outstanding.
- (11) 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 the Project and shall ensure that such finance shall be provided during the same period as the loan finance and in accordance with any programme of disbursement agreed between that Government and the Government of the United Kingdom.
- (12) The Government of the Sudan shall permit officers of the British Embassy and other servants or agents of the Government of the United Kingdom to visit the Project and shall furnish such officers, servants or agents with such information relating to the Project and the progress and financing thereof as the latter may reasonably require.

(13) Where the loan is used in accordance with paragraph 3 to reimburse the Government of the Sudan a proportion of the costs of employing consultants carrying on business in the United Kingdom, the Government of the Sudan shall either pay in the United Kingdom, or allow to be remitted to the United Kingdom, a reasonable proportion of these costs.

2. If the foregoing terms are acceptable to the Government of the Sudan, I have the honour to propose that the present Note and Your Excellency's reply to that effect shall constitute an Agreement between the two Governments in this matter which shall enter into force on the date of your reply, and that the loan shall be referred to as the United Kingdom/Sudan Loan 1972.

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

GORDON ETHERINGTON-SMITH  
*Her Britannic Majesty's Ambassador*



ANNEX A

GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF THE SUDAN

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

Dear Sir,

**United Kingdom/Sudan Loan 1972**

I have to request, on behalf of the Government of the Democratic Republic of the Sudan (hereinafter called "the Government") that you open an account in the name of the Government to be styled as the United Kingdom/Sudan Loan 1972 Account (hereinafter called "the Account").

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

3. Payments from the Account are to be made only against Payment Authorities in the form marked "D" and against Payment Orders in the form marked "D (i)" and "D (ii)" as per attached specimens, duly signed on behalf of the Government and countersigned on behalf of the Government of the United Kingdom.

4. You are to send to 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.

5. You will notify the Sudan Embassy in London from time to time of 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 and Payment Orders duly signed on behalf of the Government and countersigned on behalf of the Government of the United Kingdom.

6. 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.

7. 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.

8. No 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 sent to the Government of the United Kingdom.

Yours faithfully,

ANNEX B

**United Kingdom/Sudan Loan 1972**

**NOTIFICATION OF CONTRACT**

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 Loan.

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

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

Date.....

ANNEX C

ODA Acceptance No.

**United Kingdom/Sudan Loan 1972**

**CONTRACT CERTIFICATE**

*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 is 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 manufacturer.

5. Estimated % of the FOB value of the goods *not* originating in the United Kingdom, but purchased by the Contractor directly from abroad, *i.e.* % of imported raw material or components used in 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) Percentage 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 service 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)

**United Kingdom/Sudan Loan 1972**

**CONTRACT CERTIFICATE FOR CHEMICAL AND ALLIED PRODUCTS ONLY**

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

2. Description of Product(s) to be supplied to Purchaser (Note A)	Price £	U.K. Tariff Classification No. (Note B)	Is the product of U.K. origin? (See Note C) State "Yes" or "No"
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....

3. Total 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 of "U.K. origin" if made *either* wholly from indigenous U.K. 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 the Use of Exporters", H.M.S.O.

(iii) For the purposes 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 "U.K. origin" only.

(v) For the purposes of this declaration, the "Basic Materials List" (Schedule III 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, 4 Millbank, London, S.W.1.

D. For the purposes of this declaration the U.K. includes the Channel Islands and the Isle of Man.

ANNEX C (i)

**United Kingdom/Sudan Loan 1972**

To:

ODA 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 loan to the extent of £

.....  
Signed on behalf of the Government of  
the United Kingdom of Great Britain  
and Northern Ireland

Date.....

ANNEX C (ii)

**United Kingdom/Sudan Loan 1972**

**REQUEST FOR DRAWING**

The following payments are expected to fall due under contracts accepted under  
the terms of the above-mentioned loan:

Name and address of Beneficiary	Contract No.	Date payment issue	Amount £

The amount available in the Account to meet the above payments is £  
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.

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

.....  
.....

Date.....

To: The Government of the United Kingdom

ANNEX D

United Kingdom/Sudan Loan 1972

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 the Isle of Man.

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

Date.....

Countersigned on behalf of the Government of the United Kingdom of Great Britain and Northern Ireland  
.....  
.....

Date.....

ANNEX D (i)

United Kingdom/Sudan Loan 1972

PAYMENT ORDER

Serial No.:

Dear Sir,

..... ACCOUNT

I have to request authority to make reimbursement out of the above-mentioned account to the account of the Government of the Democratic Republic of the Sudan of the following amounts in respect of the undermentioned contracts:

Name and address of Contractors	Project/ Contract No./ Reference	Date of Payment	Amount of Payment

This is to certify that the payments stated above have been made on the dates as shown under the contracts noted to the Contractors named.

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

.....  
.....

Date.....

To: The Government of the United Kingdom

Reimbursement agreed

Countersigned on behalf of the  
Government of the United Kingdom  
of Great Britain and Northern Ireland

.....  
.....

Date.....

To: The Manager

..... Bank Ltd.

ANNEX D (ii)

United Kingdom/Sudan Loan 1972

PAYMENT ORDER

Serial No.:

Dear Sir,

..... ACCOUNT

You are hereby authorised to make reimbursement out of the above-mentioned account to the account of the Government of the Democratic Republic of the Sudan of £

( ) in respect of expenditure incurred in The Democratic Republic of the Sudan on the Project.

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 of Great Britain and Northern Ireland

.....  
.....

Date.....

To: The Manager

.....Bank Ltd.,  
London



ANNEX E

United Kingdom/Sudan Loan 1972

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 ..... 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

United Kingdom/Sudan Loan 1972

CERTIFICATE OF EXPENDITURE AND REQUEST FOR DRAWINGS

	<i>Local expenditure</i>	<i>Imports from Britain</i>
	£	£
Ministry of .....		
Period in which expenditure incurred.....		

SECTION I. REIMBURSEMENT EXPENDITURE SINCE DATE OF LAST CLAIM

- (a) c.i.f. 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 (details overleaf) ...
- (c) Proportion of paragraph (b) eligible for reimbursement being.....
- of local expenditure.....

(d) AMOUNT NOW BEING CLAIMED ... .. £

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 (c) 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.....  
(Ministry of Treasury)

ANNEX F (Attachment)

Local expenditure for the period from.....to.....

Voucher No.	Date of payment	Expenditure amount		Description of expenditure
		Local expenditure	Imports from United Kingdom	

No. 2

*The Minister of State for Cabinet Affairs of the Sudan to Her Majesty's  
Ambassador at Khartoum*

*Khartoum.*

Your Excellency,

*12 January, 1972.*

I have the honour to acknowledge receipt of Your Excellency's Note No. 013 dated 12 January, 1972, which reads as follows:

[As in No. 1]

In reply, I have the honour to inform Your Excellency that the foregoing is acceptable to the Government of the Democratic Republic of the Sudan who therefore agree that Your Excellency's Note and this reply shall be regarded as constituting an Agreement between the two Governments in this matter which shall enter into force on this day's date and that the loan shall be known as the United Kingdom/Sudan Loan 1972.

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

EL HASSAN

*Musa El Mubarak*

*Minister of State for Cabinet Affairs*