

**A G R E E M E N T**  
**between**  
**THE GOVERNMENT OF THE KINGDOM OF NORWAY**  
**and**  
**THE GOVERNMENT OF THE REPUBLIC OF SOUTH SUDAN**  
**regarding**  
**cooperation for promotion of the economic and social development of the**  
**Republic of South Sudan**

The Government of the Kingdom of Norway ("Norway") and the Government of the Republic of South Sudan ("South Sudan"), hereinafter called "the Parties",

DESIROUS to cooperate with the aim of contributing to sustainable economic, social and human development, conflict prevention and the development of a capable and accountable state in South Sudan that responds to the expectations and needs of its population

HAVE AGREED AS FOLLOWS:

**Article I**  
**Scope**

This Agreement sets forth general terms and conditions in respect of development cooperation between Norway and South Sudan. Upon requests received from South Sudan, Norway will, subject to Parliamentary appropriations, provide:

Financial Assistance  
Commodity Assistance  
Technical Assistance

Financial assistance and, when appropriate, commodity assistance and technical assistance shall in each case be determined by the Parties in Specific Agreements.

This Agreement does not cover assistance through non-governmental and multilateral organizations nor through other bilateral donors.

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## **Article II**

### **Representation**

In the implementation of this Agreement, the Norwegian Ministry of Foreign Affairs through the Royal Norwegian Embassy in Juba shall be competent to represent Norway and the Ministry of Finance and Economic Planning shall be competent to represent South Sudan.

## **Article III**

### **Use of resources**

1. Resources financed or contributed by Norway shall be used exclusively for their intended purposes as described in the relevant Specific Agreement/Procurement Contract.
2. Norway and South Sudan agree to cooperate on preventing corruption within and through the Cooperation, and undertake to take rapid legal action to stop, investigate and prosecute in accordance with applicable law any person suspected of misuse of resources or corruption. The Parties shall immediately inform each other of any indication of corruption or misuse of resources related to the Cooperation.
3. No currency or foreign exchange controls shall be imposed upon financial resources brought into South Sudan by Norway for the purpose of this Agreement. Any outstanding amount in bank accounts opened in South Sudan by Norway and fed exclusively by funds or resources outside South Sudan shall be freely transferable into Norwegian or any other convertible currency.
4. Payment of any customs duties, sales taxes or related fees on commodities or services provided or financed by Norway shall be considered South Sudan's in kind contribution to the project/programme and not be charged to Norway.
5. All necessary permits, import licenses and foreign exchange permissions that may be required shall be granted by South Sudan without delay.

## **Article IV**

### **Financial Assistance**

Norway shall make available contributions as grant to support the projects and programmes or any other activities which the Parties at any time have agreed upon in Specific Agreements. The terms and conditions for the assistance will be incorporated in such Agreements.

## **Article V**

### **Commodity Assistance**

Norway shall make available to South Sudan capital goods, inputs and supplies ("commodities") to support projects and programmes which the Parties at any time have

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agreed upon.

South Sudan shall arrange for effective and careful use and maintenance of the commodities. All equipment and supplies ("commodities") made available to South Sudan under this Agreement shall become the property of South Sudan upon signature by both Parties of the handing over document, be maintained by South Sudan and used exclusively for the purpose agreed upon by the Parties.

## **Article VI**

### **Technical Assistance**

#### **1. Personnel/consultants**

Norway may provide technical assistance through the assignment of personnel or consultancy and contractor services to projects and programmes in South Sudan upon request from South Sudan. The technical assistance will be performed by personnel/consultants who will cooperate with governmental/local institutions designated by South Sudan. Whenever the personnel/consultants serves in South Sudan clause 2 and 3 below shall apply. Further conditions regarding the technical assistance shall be as set forth in Annex I to this Agreement.

#### **2. Liability - Indemnity - Arrest**

- 2.1. South Sudan shall indemnify Norway and the expatriate personnel provided by Norway serving in South Sudan under this Agreement and hold them harmless against any liability, suits, actions, demands, damages, costs or fees claimed by third parties on account of death, injuries to person or property, or any other losses resulting from or connected with words spoken or written or any act performed or omission made in the execution within the territory of South Sudan of assistance under the terms of this Agreement, short of acts amounting to gross negligence or wilful misconduct of such personnel. This clause does not apply to criminal acts or criminal proceedings.

In case of gross negligence or wilful misconduct, South Sudan will be liable to third parties to the same extent as it would be in respect of its own employees. In all cases South Sudan shall be entitled to exercise and enforce the benefit of any defence or right of set off, counterclaim, insurance, indemnity, contribution or guarantee to which such personnel become entitled.

If claims arise in a case where gross negligence or wilful intention on the party of the personnel provided by Norway has been established by South Sudanese court of law, South Sudan may hold the person concerned liable to indemnify South Sudan.

Norway shall not withhold from South Sudan access to personnel information or other assistance reasonably required for the handling of any matter to which this clause relates.

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- 2.2. In the event of arrest or detention, for any reason whatsoever, of any person covered by this Agreement, or of any member of his family, or criminal proceedings being instituted against them, the Embassy shall immediately be notified by South Sudan.

Representatives from the Embassy shall be entitled to visit the arrested or detained person.

The detained or arrested person shall have the right to contact his/her embassy or consulate and have access to a lawyer assigned by his/her embassy or by the person him/herself. South Sudan shall provide reasonable living conditions to any person covered by this Agreement in detention or arrest.

### **3. Recall**

- 3.1 South Sudan shall have the right to request the recall of any person provided in accordance with this Agreement, whose work or conduct is deemed unsatisfactory. Before exercising such right South Sudan shall consult with Norway.
- 3.2 Norway shall have the right to recall any person at any time. In case of such recall, Norway shall, unless exceptional circumstances demand that the person be recalled immediately, give one month's notice to South Sudan.
- 3.3 Norway shall make every effort to obtain a replacement for the recalled person if South Sudan so requests.

## **Article VII**

### **Information, Consultation, Monitoring and Evaluation**

1. Norway will provide information on an annual basis on the total volume and recipients of country-level assistance, including support to the private sector and non-governmental and multilateral organisations.
2. The Parties will seek to meet on an annual basis in the first quarter of the year at a time mutually agreed, to assess and agree on the use of the Norwegian grant to South Sudan. The Parties will jointly prepare Agreed Minutes from these annual consultative meetings to be signed by both Parties, preferably at the end of such meetings.
3. The Parties shall collaborate fully to ensure that the purposes of this Agreement be accomplished. To that end the Parties shall exchange views with regard to matters relating to activities undertaken under this Agreement and provide each other with all such information as can reasonably be requested with regard to the matters in question. South Sudan shall hereunder ensure that representatives of Norway are permitted to visit any part of South Sudan for purposes related to the cooperation and examine any relevant records, goods and documents. Inspection of records and documents as well as auditing may be carried out by any appropriate agency selected by Norway.
4. Norway shall have the right to carry out any technical or financial mission that it considers necessary to follow the execution of programmes/projects financed by Norway



in South Sudan. To facilitate the work of the person or persons instructed to carry out such a monitoring mission, South Sudan shall provide all relevant assistance, information and documentation.

### **Article VIII Security**

South Sudan shall inform the Embassy of Norway in South Sudan of any extraordinary situation or state of emergency in the country. In the event of such developments being deemed by either of the Parties as constituting force majeure or likely to endanger the implementation of projects or programmes of cooperation, either Party may request immediate consultations. In such consultations south Sudan shall provide information about any security regulations or other restrictions to be observed by non-citizens of South Sudan.

### **Article IX Entry into Force and Termination**

This Agreement shall be applied provisionally from the date of its signature and enter into force definitely after the fulfilment of the constitutional requirements of the Parties. Notification of the fulfilments of such requirements shall be given through diplomatic channels.

The Agreement shall remain in force for a period of 5 - five - years unless terminated earlier by either Party upon six months' notice in writing. The Agreement shall also cover Projects that have already been initiated at the entry into force of the Agreement.

In witness whereof, the undersigned, acting on behalf of their respective Governments, have signed the present Agreement in two originals in the English language.

Done in

*Juba*

the

*18*

day of

*October*

*2012*



For the Government of  
the Kingdom of Norway



For the Government of  
the Republic of South Sudan

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ANNEX I (regarding commodity assistance)  
ANNEX II (regarding personnel/consultants)

## **ANNEX I**

### **OBLIGATIONS IN REGARD TO COMMODITIES MADE AVAILABLE TO SOUTH SUDAN BY NORWAY.**

#### **1. Obligations of Norway**

- 1.1. Norway shall, to the extent agreed upon with South Sudan, enter into procurement contracts with suppliers of commodities and cover the costs such as purchase, transport and insurance, connected with each consignment of commodities in accordance with such contract.
- 1.2. Norway shall notify designated agencies in South Sudan of the estimated date of arrival of all consignments of commodities immediately upon dispatch, and shall also forward shipping documents, invoices and other related information.
- 1.3. Norway shall take appropriate measures for storage and transportation in South Sudan until the commodities are formally handed over to South Sudan. Norway shall prepare a handing over document to be signed by both Parties.

#### **2. Obligations of South Sudan**

- 2.1. South Sudan shall, if not otherwise agreed in writing:
  - 2.1.1 notify Norway of the documentation required for customs clearance;
  - 2.1.2 promptly issue import licences;
  - 2.1.3 take all appropriate steps to ensure swift clearance of cargo;
  - 2.1.4 take over all responsibilities for the commodities after the formal handing over from Norway

#### **3. Damage and Loss**

- 3.1. In the event of establishment of loss or damage of any consignment of commodities while in transit to South Sudan, Norway will pursue the matter vis à vis the insurance company if in Norway's opinion such action is justified. Norway shall at its earliest convenience, within the limit of any amount that may be paid to Norway under the policy of insurance taken out, compensate the loss or damage.
- 3.2. If the consignments of commodities are partly or entirely lost or damaged, Norway is under no further obligations than those stated in the previous paragraph.



## ANNEX II

### OBLIGATIONS IN REGARD TO PERSONNEL/CONSULTANTS MADE AVAILABLE TO SOUTH SUDAN BY NORWAY

#### 1. Scope

These obligations shall apply to expatriate personnel/consultants not permanently resident in South Sudan performing tasks in South Sudan within programmes/projects of development cooperation financed by Norway. These conditions shall also apply to the spouses, co-habitants and dependants of the personnel/consultants.

#### 2. Obligations of Norway

- 1.1. Whenever Norway, upon request from South Sudan, makes available personnel/consultants the following procedures shall apply:

- Unless otherwise decided in Specific Agreements personnel/consultants shall be contracted by Norway.
- Terms of Reference for the services shall be agreed upon by Norway and South Sudan.
- For the services rendered, Norway will pay the consultants and the contractors directly in conformity with conditions to be set forth in the respective contracts.

#### 3. Obligations of South Sudan

- 2.2. South Sudan shall make available to the personnel/consultant all existing information such as relevant documents, maps, photographs, research- and other reports, drafts, facts and provide other corresponding assistance relating to the implementation of projects and studies under this Agreement.
- 2.3. South Sudan shall without costs for the personnel/consultant, issue export and import licences and other necessary permits and exempt the personnel/consultant from payment of import and export duties, taxes and other fees on equipment imported to South Sudan in connection with consultancy/contractor services performed under this Agreement. If any of the items are disposed of in South Sudan and in accordance with authorization to be obtained from South Sudan, duties, taxes or fees will be paid pursuant to the laws and regulations of South Sudan.
- 2.4. South Sudan shall issue necessary entry, re-entry, exit and other permits for the personnel/consultant and his expatriate employees with their families, including employment permits and identity cards if available. These services shall be free of charge.
- 2.5. South Sudan shall provide or cause to be provided exemption from income taxes and any other direct taxes on the emoluments paid to the personnel/consultant by Norway

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for services rendered under this Agreement. The personnel/consultant shall not be regarded as having a "permanent establishment" in South Sudan in respect of services or projects contracted under the Agreement, Specific Agreements or Procurement Contracts, provided the personnel/consultant is a Norwegian enterprise not having a branch in South Sudan.

- 2.7. No currency or foreign exchange controls shall be imposed upon financial resources brought into South Sudan by the personnel/consultant for the purpose of this Agreement.