AGREEMENT FOR ECONOMIC AND TECHNICAL COOPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF SOUTH SUDAN

THIS AGREEMENT FOR ECONOMIC AND TECHNICAL COOPERATION ("Agreement") is between the Government of the United States of America ("Government of the United States") and the Government of the Republic of South Sudan ("Government of South Sudan") (collectively, the "Parties" or individually, a "Party").

NOW, THEREFORE, in consideration of the rights and responsibilities set forth in this Agreement, the Parties agree as follows:

ARTICLE 1
SCOPE OF AGREEMENT

This Agreement sets forth the general terms and conditions to be applied to economic, technical, humanitarian, and related assistance that may be furnished by the Government of the United States in the Republic of South Sudan. The furnishing of such assistance shall be subject to applicable United States laws and regulations. Such assistance may be made available in accordance with arrangements agreed upon between the Parties, by representatives of the appropriate agency or agencies of the Government of South Sudan and representatives of the agency or agencies designated by the Government of the United States to administer its responsibilities hereunder, or other representatives designated by the aforementioned Governments. Assistance may also be made available through other arrangements involving United States Government agencies, non-governmental organizations, individuals, private firms, public international organizations or other entities.

ARTICLE 2
RESPONSIBILITIES OF THE GOVERNMENT OF THE REPUBLIC OF SOUTH SUDAN

The Government of South Sudan shall:

1. Make the full contribution permitted by its personnel, facilities, and general economic conditions in furtherance of the purposes for which assistance is made under this Agreement;

2. Take appropriate steps to ensure the effective use of such assistance;

3. Cooperate with the Government of the United States to assure that procurement will be at reasonable prices and on reasonable terms and that the determination made by the Government of the United States with respect to disposition of assets financed under this Agreement after projects have ended is consistent with mutually agreed upon priorities;

4. Inform the Government of the United States of any laws or regulations that will affect this Agreement or any specific project or program arrangements hereunder;

5. Permit, without restriction, continuous observation and review by the United States' representatives of programs and operations covered by this Agreement and records pertaining thereto, including the right during the period of any program or transaction and for three years thereafter to:

   (a) examine property procured through financing by the Government of the United States for purposes of this Agreement, and;

   (b) inspect and audit any records and accounts with respect to funds provided, and to any properties or contract services procured through financing by the Government of the United States for purposes of this Agreement; and

6. Bear a fair share of the costs of cooperative technical assistance programs under this Agreement and, to the maximum extent possible, seek full coordination and integration of technical cooperation programs being carried on in the Republic of South Sudan and also cooperate with other nations participating in such programs in the mutual exchange of technical knowledge and skills.

ARTICLE 3
SPECIAL ACCOUNT

1. In any case where commodities or services are furnished on a grant basis under arrangements which result in the accrual of local currency proceeds to the Government of South Sudan from the import or sale of such commodities or services, the Government of South Sudan, except as may otherwise be mutually agreed upon by the representatives referred to in Article I hereof, will establish, in its own name, a special interest-bearing account in a commercial bank in the Republic of South Sudan, and deposit promptly in such special account the amount of local currency equivalent to such proceeds.

2. Upon notification from time to time by the Government of the United States of its local currency requirements, the Government of South Sudan will make available to the Government of the United States, in the manner requested by that Government, out of any balance in the special account, such sums as are stated in such notifications to be necessary for such requirements.

3. The Government of South Sudan may draw upon any remaining balances in the special account for such purposes beneficial to the Republic of South Sudan as may be agreed upon from time to time by the representatives referred to in Article 1 of this Agreement.

4. Upon termination of assistance to the Government of South Sudan under this Agreement, any unencumbered balances of funds which remain in the special account shall be disposed of for such purposes as may be agreed upon by the aforesaid representatives of the Parties.

ARTICLE 4
PREMISES, PROPERTY, AND ARCHIVES

The Government of the United States may implement and discharge its responsibilities under this Agreement in offices located on the U.S. Embassy compound or in a separate location. In either case, the premises, property, archives, and documents used by the Government of the United States to implement and discharge such responsibilities shall enjoy privileges and inviolability equivalent to that extended to the premises, property, archives and documents of the diplomatic mission of the United States in the Republic of South Sudan under the Vienna Convention on Diplomatic Relations.

ARTICLE 5
IMMUNITIES

1. The Government of the United States and the Government of South Sudan agree that the United States Government personnel (and their family members forming part of their household) who are present in the Republic of South Sudan to perform work in connection with this Agreement shall enjoy privileges and immunities equivalent to those granted to a diplomatic agent under the Vienna Convention on Diplomatic Relations of 1961. Nothing in this Agreement shall be construed to derogate from privileges and immunities granted to such personnel under other agreements.

2. The immunities provided under paragraph 1 are not applicable to citizens or

permanent residents of the Republic of South Sudan.

3. Without prejudice to the immunities provided under paragraph 1, it is understood that the personnel covered by that paragraph have a duty to respect the laws of the Republic of South Sudan.

ARTICLE 6
PRIVILEGES AND EXEMPTIONS

In order to assure the maximum benefits to the people of the Republic of South Sudan from the assistance to be furnished hereunder, whether initiated before or after the effective date of this Agreement:

1. Any goods, supplies, materials, equipment, property, services or funds introduced into, acquired or used in the Republic of South Sudan by the Government of the United States, or by any person or entity (including but not limited to contractors and grantees) financed by the Government of the United States, as part of, or in conjunction with, the assistance provided hereunder, are exempt from any and all taxes, including any value-added taxes or other similar charges (including but not limited to, investment or deposit requirements, and currency controls). Such goods, supplies, materials, equipment, property, services, or funds may be exported from the Republic of South Sudan or sold or transferred to another person or entity in the Republic of South Sudan that is exempt from taxation and shall be exempt from any and all taxes, including value-added taxes or other similar charges, tariffs and custom duties on such export, sale, or transfer. No tax (whether in the nature of an income, profits, business, rent, value-added, gross receipts, sales or other tax, duty, or fee of any nature) shall be imposed in connection with work performed under this Agreement upon any person or entity (including but not limited to contractors and grantees) financed by the Government of the United States under the assistance furnished hereunder.

2. In addition to personnel covered by Article 6(1) above, all other personnel (and family members forming part of their households), except citizens and permanent residents of the Republic of South Sudan, who the Government of the United States, or any agency thereof, employs (whether by direct hire, contract or other arrangement) or finances (whether by contract, grant or otherwise with any person or entity) and who are present in the Republic of South Sudan to perform work in connection with this Agreement are exempt from:

(a) income and social security taxes levied under the laws of the Republic of South Sudan with respect to income derived from activities under this Agreement;

(b) taxes (including but not limited to, sales or value-added taxes) on any of the following: (i) services or funds intended for their own use, (ii) residential leases for their own use, and (iii) the purchase, ownership, use, or disposition of personal movable property (including vehicles) for their own use and the sale or transfer of such property to another person or entity exempt from taxation either under this Agreement or the laws of the Republic of South Sudan; and

(c) customs, import and export duties on all personal effects (including vehicles), goods, equipment, supplies, services, or funds imported into the Republic of South Sudan for their own use, and from all other duties and fees of whatever nature.

3. The Government of South Sudan will issue expeditiously and on a cost free basis any import licenses required for goods, supplies, materials (including pharmaceuticals and laboratory specimens), equipment, property, or funds imported under this Agreement, and will assist, where appropriate, in expediting their movement through port and transportation facilities and their clearance through customs.

4. The Government of South Sudan agrees to issue, renew and/or extend free of charge and in a timely manner all official permits, visas, exemptions and any other permissions (including all approvals as may be required from time to time to ensure full access to information, project sites and relevant offices) for (1) the Applicable Persons (as defined below) carrying out programs, projects, or activities funded under any assistance provided in connection with this Agreement (collectively, the "Required Documents") and (2) family members forming part of the households of Applicable Persons. For purposes of this provision, Applicable Persons is defined as: all personnel, except citizens and permanent residents of the Republic of South Sudan, who the Government of the United States, or any agency thereof, employs (whether by direct hire, contract or other arrangement) or finances (whether by contract, grant or otherwise with any person or entity, including employees and consultants of contractors, grantees, and other organizations carrying out activities financed under this Agreement) and who are present in the Republic of South Sudan to perform work in connection with this Agreement. Applicable Persons will be exempt from any medical testing generally required by the Government of South Sudan for the issuance of work permits and/or visas.

5. The Government of South Sudan agrees to issue, renew and/or extend free of

charge and in a timely manner any other documentation necessary to facilitate the implementation of programs, projects, or activities funded under any assistance provided in connection with this Agreement, including, but not limited to, all documentation needed for registration of non-governmental organizations under the laws of the Republic of South Sudan.

6. The provisions of this Article 6 will apply also to assistance, funded by the Government of the United States of America, occurring in or transiting through the Republic of South Sudan intended to assist regional organizations or activities in the region.

ARTICLE 7
INFORMATION AND PUBLICITY

1. The Government of South Sudan will communicate to the Government of the United States in a form and at intervals to be mutually agreed upon, including communicating about:

   (a) projects, programs, and operations carried on under this Agreement (including a statement of the use of funds, materials, equipment and services provided thereunder); and

   (b) technical assistance which has been or is being requested of other countries or international organizations.

2. Not less frequently than once a year, the Parties will, in mutual consultation, make public in their respective countries periodic reports of the programs carried on pursuant to this Agreement. Such reports shall include information as to the use of funds, materials, equipment and services.

ARTICLE 8
FUNDS

1. Funds introduced into the Republic of South Sudan for purposes of furnishing assistance hereunder shall be convertible into the currency of the Republic of South Sudan at the legal rate of exchange most favorable to the Government of the United States at the time of conversion.

2. Both Parties will establish a procedure whereby funds allocated to or derived from any program or project assistance hereunder shall not be subject to any form of legal process, including but not limited to, attachment or seizure by any person or juridical entity, when the Government of South Sudan is advised by the

Government of the United States that such legal process would interfere with the attainment of the objectives of any program or project assistance hereunder.

ARTICLE 9
SUSPENSION AND TERMINATION

1. In addition to the provisions of any arrangements agreed upon pursuant to Article 1, all or any part of any assistance program or project provided hereunder may be terminated or suspended by either of the Parties upon written notice to the other Party. Termination of such assistance under this paragraph may include the termination of deliveries of any commodities hereunder not yet delivered; provided, however, that termination or suspension of such assistance hereunder shall not affect irrevocable commitments to third parties.

2. This Agreement may be terminated 120 days after the receipt by either Party of a written termination notice from the other Party. Notwithstanding such termination, the provisions hereof shall remain in force with respect to assistance initiated before the termination.

ARTICLE 10
SETTLEMENT OF DISPUTES

The two Parties shall strive to resolve amicably, under mutually agreed upon procedures, any differences relating to or arising out of the interpretation and execution of this Agreement or any specific program or project arrangement hereunder.

ARTICLE 11
ENTRY INTO FORCE

This Agreement shall enter into force upon signature by authorized representatives of both Parties and shall remain in force until terminated by either Party in accordance with Article 9, paragraph 2. As between the Parties, this Agreement supersedes the Agreement between the Government of the United States of America and the Government of the Republic of the Sudan providing for economic, technical and related assistance to the Sudan, effected by exchange of notes at Khartoum on March 31, 1958.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement at Juba, South Sudan, in duplicate, this 11th day of September, 2012, in the English language.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

By: Susan D. Page

Ambassador of the United States of America

FOR THE GOVERNMENT OF THE REPUBLIC OF SOUTH SUDAN:

By: Grace J. Datiro

Deputy Minister for Foreign Affairs