

REPUBLIC OF SUDAN

COUNTRY AGREEMENT

**Between government of Sudan (GOS) and
International Non-Government Organizations Operating in Sudan**

Preamble:

Voluntary and humanitarian work-based on noble principles that aim at alleviating human suffering; and strive to provide basic human needs to improve the quality of life. It is strongly based on principles of commitment, compassion, building of atmosphere of confidence and mutual trust between concerned parties.

The roles of the “INGO” in humanitarian assistance is recognized and respected based on its diverse nature, legality, autonomy and adherence to the international humanitarian law.

The Sudan government appreciates the contribution made by the INGOs in supporting the Sudanese community in deed of humanitarian and development assistances.

Article (1)

Parties to the agreement

Whereas the voluntary and humanitarian Act of 2006 was passed to regulate the voluntary and humanitarian work in Sudan:

This agreement is made between the government of Sudan (Humanitarian Aid Commission (HAC):

.....
.....

Hereinafter referred to as “The INGO”

Whereas.....

..... Wishes to operate in Sudan and provide assistance in the areas of relief, rehabilitation, recovery and development;

Whereas “The GOS” accepts the cooperation and provision of assistance to be rendered by (The INGO) in Sudan:

Whereas it is desirable to conclude an agreement to facilitate and regulate all aspects of activities and operations of the “THE INGO” in the Sudan;

Now therefore, the parties hereinafter agree as follows:

Article (2)

Guiding Principles

1. Relationships between “HAC” and the “INGO” is guided by the principle of dialogue and exchange of views in evaluating the performance and activities.
2. The INGO should respect and safeguard the sovereignty and territorial integrity, laws and norms of Sudan and should not be engaged in any activities that are contrary to the laws and norms of Sudan.
3. Based on its non-governmental nature the “INGO” should avoid being politicized, should not provide assistance based on any form of discrimination, racial, religious, geographical or any other.
4. Plans and programs of voluntary work should be responsive to the real needs of the community and in harmony with the “GOS” socioeconomic development plans in order to respond most effectively to the needs of the vulnerable groups.
5. The INGO should be accountable, honest and truthful in its dealings and for its actions and decisions to the “GOS”, the people it serves, its staff and members, partner organizations, donors, and project beneficiaries.
6. The “INGO” funds should not be used for purposes other than the one agreed upon. All its assets are to be treated with utmost seriousness, as a public trust.
7. The “INGO” should exhibit a responsible and caring attitude towards the environment in all of its activities.
8. The “INGO” shall respect the dignity of the beneficiaries, local staff, the expertise, existing institutions, culture and religion.
9. In contact with the mass media the INGOs should exercise caution. Reporting should be made in an honest and responsible manner that commensurate with its humanitarian nature and objectives of its activities, and should not be used for propaganda, defamation or exaggeration.

Article (3)

Code of Conduct

The code of conduct seeks to guard the INGO standards of behavior. It mainly aims to maintain the high standards of independence, effectiveness and impact to which the INGO aspires.

It is enforced by the will of the INGO accepting it to maintain the standards laid down as follows:

1. The INGO shall ensure that its activities in Sudan are of a humanitarian, non-profit making, non-sectarian, non- [political nature, serving people in need regardless of their religion, race, ethnicity, beliefs and political conviction.

2. Respect for the custom, traditions and values of the society and avoidance of any behavior that impinges on these values or to be insulting to the feeling of individuals or groups.
3. Respect for the dignity of the individual. Any assistance rendered should be treated as a right and he/she should be considered as a partner; his/her need should not be exploited to achieve other ends.
4. See its efforts as a means for people and communities to solve their problems by themselves and act in solidarity with the goals and priorities of its target communities.
5. Exercise and promote fairness, impartiality and equity in their activities and their dealing with interested parties, community partners and the general public.
6. Fully integrate gender sensitization into their human recourse development and promote non-discriminatory working practices.
7. The information publicity and advertising activities released by the INGO should recognize disaster victims as dignified human beings.
8. Relief aid must strive to reduce future vulnerabilities to disaster as well as meeting basic needs.

Article (4)

Partnership and networking

Partnership is to be systematically and progressively pursued by the “INGO” as a strategy for capacity building and human resource development

Building and strengthening local/national capacity and enhance effectiveness and efficiency as the fundamental objectives of the INGOs operations in Sudan, imply that collaboration and cooperation with governmental a non-governmental partners is both a policy and a goal

It is part of this agreement that the INGO operates in Sudan should have local NGOS or institutions as partners or associate partners. While the selection of the partners is voluntary it should be guided by the following considerations:

Geographical presence, consideration of sector expertise and organizational capacity and the offering of the widest distribution of capacity building among national partner

In any partnership arrangements the specific roles and responsibilities will be drawn up and formalized under supervision, monitoring and evaluation of the concerned government departments.

Taking the above concepts into account the INGO should:

1. Collaborate on the basis shared humanitarian values, common ground, and the well-being of society.
2. Collaborate on the basis of genuine mutual benefit to each organization.
3. Collaborate in accordance with principles of financial transparency and a two-way flow on information, ideas, and experiences.
4. Undertake networking with national partners as a means for promoting the growth, effectiveness and efficiency of INGO and civil society sector.
5. Develop different modalities for partnership through consultation with different concerned partners.

Article (5)

Obligations of the GOS

The GOS shall:

1. Ensure that all possible assistance and facilities should be provided to the INGO in order to enable it to carry out the agreed programmes and activities.
2. Ensure that property and assets of the INGO be accorded protection.
3. Safeguard the security and welfare of the personnel of the INGO and every possible help and assistance are provided in order to enable the INGO to carry out its humanitarian work.
4. Provide access for the INGO to all areas where security conditions permit.
5. Facilitate the granting of visa, residence, work and travel permits to expatriate staff.
6. Facilitate the exemption from all custom duties, taxes, VAT and quay charges on all imported by the INGO for the purpose of achieving its objectives set forth in the plan of operations. Similarly, expatriate staffs are allowed to import personal effects free customs duties and taxes within six-month period as from the date of their arrival to the country, and re-export these personal effects upon completion of their assignment. The GOS shall also levy no taxes or fees on the salaries, allowances or other remuneration for personal services paid by the INGO to its personnel of non-Sudanese nationality.
7. Ensure that no fund or commodity furnished by the INGO will be utilized for any purpose other than that required maintaining its operations and implementing its projects.
8. Evaluate the INGO operations in accordance with the provisions of their technical agreements.

Article (6)

Obligations of INGO

The INGO shall:

1. Established an office and appoint an authorized representative in the Sudan within 4 months of signing agreement.
2. Provide assistance to Sudan through project activities in the field of relief, rehabilitation, recovery and development and any other relevant activities. Such assistance shall be designed with the goal of strengthening local capacities.
3. Adhere to laws and regulations of the government of Sudan and shall instruct its employees to do likewise.
4. Within overall national plans and priorities the INGO shall:
 - a) Identify its project activities in consultation and collaboration with governmental and/ or non-governmental partners, and develop a project document.
 - b) A copy of this project document and budget will be provided to the concerned technical government bodies and (HAC) if (HAC) has any objections or observations to the project document, these should be raised within 30 days.
 - c) Provided that no such objections are raised, a (Technical project agreements) will then be drawn up between the INGO and the concerned technical ministries which will be finally endorsed by HAC.
5. Be accountable and responsible towards the implementation and/or funding of its programmers.
6. Solicit the major portion of its funds s form external sources and inform HAC about the sources of funding.
7. Submit to (HAC) Bi-annual progress reports and a comprehensive annual report or as required in an agreed standardized format.
8. Keep readily accessible information and documents of the progress of the implementation and/or funding of each project.

Article (7)

EMPLOYMENT

Employment on the INGO is regulated by the labor act 1997 and the employment regulations 1980. The INGO shall submit to HAC a list of positions to be filled by national and expatriate staff.

1. Employment of national staff:

Employment of national in the INGO is guided by the following principles:

- A) Priority to employment of national technically qualified and appropriate experienced to fill the requested jobs.
- B) Equality of job opportunities and non-discrimination.
- C) Rational utilization of human resources
- D) Access of national staff to training and expertise.

2. Recruitment Procedures:

The recruitment procedures for the national staff will be as follows:

- A. The INGO to apply for the job required, defining its qualifications and specifications to HAC labor office.
- B. The HAC labor office will issue to the INGO a permit advertises.
- C. Applicants for the job advertised are to file their applications to HAC labor office by hand, post, Email etc. The applicants will have two weeks form the date of advertisement to submit their applications to the HAC labor office.
- D. HAC labor office/ the INGO conduct a short-listing process in coordination with the INGO to identity those who are eligible to compete for the job in accordance with the requirement of the job.
- E. Applicants identified to satisfy the job requirements are subject to an interview by joint committee from the ministry of labor/ HAC and the INGO.
- F. The selected candidate is to be employed by the INGO.

3. Recruitment locations:

These procedures will apply for all degree holders' positions to be recruited through HAC labor office.

4. Internship:

The INGOs are encouraged to provider internship/training opportunities to the university graduates for gaining experiences and skills in humanitarian and development works for a maximum period of six-months. The INGO should include this activity in its progress reports to HAC.

Employment of expatriate staff:

1. The guiding principles will be as follows:

- A) The general policy of the INGO is to have as many positions possible filled by national staff and rational utilization of human resources. The extent to which this is possible largely depends on the ability of the INGO to recruit suitably qualified and experienced national staff within the time available
- B) The number of positions to be filled by expatriates for should be linked to the size and needs of programmers and projects agreed upon.

2. Recruitment procedures:

The procedures for expatriate staff recruitment are as follows:

- A. It is the responsibility of the INGO to submit a justification for the need to have an expatriate to fill a particular position on the basis of the following criteria: Qualification, Experience.

- B. The GOS will provide a response of comments to these proposals.
- C. The INGO submit a justification for short term (less than 3 month) expatriate assignment. The GOS sends a letter of recommendation to the concerned authority, which will issue entry visa.
- D. HAC sends a letter of recommendation to the concerned authorities, which will issue entry visa.

3. Reference:

Any problems of excessive delays in any of the above procedures are to be brought to the attention of the INGO department of humanitarian Aid commission (HAC).

4. Staff Transfer of Work Place:

- A) National staff transfers are allowed if transfer arrangements are stipulated in the INGO personnel departments of HAC.
- B) For expatriate staff HAC approval to be sought before relocation or transfer staff.

Article (8)

Reporting, Monitoring & Evaluation

The necessity for periodical reports on performance technical, administrative and financial) for monitoring and evaluation of the work of the INGO in pursuit for improvement and enhancement of performance is well recognized.

HAC and/or other technical concerned governmental bodies are the official authority eligible for the reception of technical and administrative Information from the INGO. The dissemination of such information is done in consultation with concerned governmental bodied.

1- Data Collection, Surveys and Assessment:

- 1.1. Surveys, data collection and assessment are an integral [art of the INGO project planning and evaluation, particularly in the field of emergency and development activities.
- 1.2. Prior to conducting surveys, the INGO should submit to HAC and the technical concerned government bodies copies of the terms of reference (TORs) and data collection formats as to purpose and scope of the propose data gathering for approval 2 weeks.
- 1.3. Data collection, Surveys, and assessment performed by the INGO should be conducted in full participation and collaboration with HAC, and/or the technical concerned government bodies.
- 1.4. Any survey report prepared by the INGO in emergency, relief rehabilitation and development or any kind of survey must have approval (within 30 days) of HAC and/or technical governmental bodies before it is released or published.

2- Reporting:

- 2.1. The INGO shall submit different forms of reports to meet HAC requirements to review and evaluate the performance of the INGO activities.
- 2.2. The INGO shall upon signing the technical agreement of its respective projects. Fill in a Basic Report on each project according to the format provided by HAC and shall continue thereafter to fill in a Bi-annual (6 month) and annual progress report which will be ultimately concluded with a final report at the end of such project and delivered to HAC and/or other concerned parties.
- 2.3. Comments on the report shall be sent back to the INGO for the purpose of improvement if needed.
- 2.4. The reports order of the projects with a less than six-month duration shall, if necessary, be provided for in the initial technical agreement to be made on such project between the INGO the concerned parties and HAC.
- 2.5. The form and means for communications technical information, on request to order official parties concerned, shall be negotiated bilateral, between the INGO and the concerned parties, copy of such technical information shall be submitted to HAC.

3- Monitoring & Evaluation:

- 3.1. Monitoring and evaluation mechanism is considered as tool for providing the INGO and the relevant partners with opportunities for evaluation, monitoring their services and ensuring an equitable distribution of services to the beneficiaries.
- 3.2. For various monitoring purposes the INGO shall facilitate joint assessment by INGO, HAC and other concerned to assess the project progress or for final evaluation.
- 3.3. The INGO submit to HAC and other concerned parties a copy of any evolution report prepared by the INGO.
- 3.4. Notwithstanding the forgoing provision HAC has the right to conduct independent evaluation when deemed necessary.

Article (9)

Assets

1. The INGO assets shall, by the termination or end of the project vest in:
 - A. The project as stipulated in the project technical agreement signed between the INGO and the technical government bodies, if its activities are still going to

guarantee its sustainability of the project or in any other project run by the INGO/NNGO.

- B. If the project comes to an end or if the expiry dates of the imports lapse and the INGO is desirous of disposal, in such case the property of the INGO shall vest in HAC.
 - C. HAC will consider redistribution of the concerned assets to NNGO, INGO, government technical body whoever shall embark on a similar humanitarian work.
2. The INGO shall inform HAC about internal donation (cash or in kind) purpose, received from UN, International donor agencies working in Sudan. For assets acquired clause above (1) will apply.
 3. No imports of any materials for Implementation of different projects except in compliance with the project document to be submitted by the INGO and approved by HAC.
 4. No entry for any money, movable properties, equipment's and machineries unless for the implementations stipulated in the agreement and through official channel that decided by laws and regulations and relevant agreements.

Article (10) **Financial Accounts & Audit**

1. The INGO shall maintain full and sound financial and accounting system that ensures the use of resources in accordance with intended purpose
2. It is responsibility of the INGOA to ensure that its books of account are examined regularly by **duly qualified and independent auditing firm**. A copy of the annual auditing report should be sent to HAC.
3. The INGO shall adhere to the financial laws and regulations, which organize the circulation of hard currency issued by the Bank of Sudan.

Effective Date and Termination

1. This agreement shall enter into force and be effective when duly signed by both bodies.
2. Either party may terminate this agreement upon 90 days prior written notice.

Article (12)
Duration of the agreement

1. Based on the nature magnitude and type of activities, this agreement is valid for..... years.
2. The renewal of the agreement is based on the performance of the INGO during the state period. Field visits; administrative and technical periodical reports and the auditing reports are means of evaluation to be considered in the renewal of the agreement.

Article (13)
Miscellaneous Provisions

1. The provisions of this agreement shall supersede any previous agreement between the GOS and the INGO.
2. Any notice or request made under this agreement shall deemed to have been dully given or made, when it is delivered by hand or addresses by mail/E-mail to other party as specified there under.
3. In witness thereof, the parties hereto, acting through their representative thereunto duly authorized, have hereby affixed their respective seals and signatures.

For The "HAC:

Name:

Position:

Signature:

Date:

Place:

For The "INGO"

Name:

Position:

Signature:

Date:

Place: