

**United States of America
and
Sudan**

Agreement between the Government of the United States of America and the Government of the Republic of the Sudan for the establishment of U.S. radio transmitting facilities in Sudan (with annexes). Khartoum, 12 July 2006

Entry into force: *12 July 2006 by signature, in accordance with article IX*

Authentic text: *English*

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**États-Unis d'Amérique
et
Soudan**

Accord entre le Gouvernement des États-Unis d'Amérique et le Gouvernement de la République du Soudan concernant l'établissement des installations de transmission radio américaines au Soudan (avec annexes). Khartoum, 12 juillet 2006

Entrée en vigueur : *12 juillet 2006 par signature, conformément à l'article IX*

Texte authentique : *anglais*

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AGREEMENT

Between the Government of the United States of America and the Government of the Republic of the Sudan for the Establishment of U.S. Radio Transmitting Facilities in Sudan

The Government of the United States of America (hereinafter referred to as “the United States”) and the Government of the Republic of the Sudan (hereinafter referred to as “Sudan”) (collectively referred to as the “Parties”):

- Desiring to further their mutual interest in promoting international understanding and cooperation, and the exchange and dissemination of information through communication technologies;
- Having expressed their desire to cooperate in order to facilitate the purchase, installation, and operation and maintenance in Sudan of a radio transmitting facility in Khartoum and, at the option of the United States, in up to eleven (11) additional cities in Sudan permitting the broadcast of United States Government-funded frequency modulation (FM) broadcasts; and
- Recognizing that the purchase, installation, and operation and maintenance of such facilities require the conclusion of an agreement between the two Parties that may be supplemented as necessary by technical annexes on the various facets of this cooperation;

Have agreed as follows:

ARTICLE I

PURPOSE

In accordance with the terms of this Agreement, Sudan will construct, operate, and maintain a frequency modulation (FM) radio transmitting facility in Khartoum for the exclusive use of the United States and, at the option of the United States, in up to eleven (11) additional cities in Sudan intended for the transmission of United States Government-funded radio programs.

ARTICLE II

TECHNICAL COMPONENTS

As requested by the United States, the transmitting facility shall consist of:

One (1) FM transmitter and associated transmission equipment, including antenna arrays, satellite receive systems, electrical generators and all other related broadcast equipment that comprise a complete FM transmitting station;

Annex "A" contains a list of major items of required equipment and facilities.

ARTICLE III

LICENSING

In accordance with its domestic laws and regulations, Sudan, within 30 (thirty) days of the entry into force of this Agreement, shall grant the United States:

- a) All necessary FM broadcasting licenses required by this Agreement, to allow broadcasts from each site, 24 hours per day, each day of the year as the separate sites become available;
- b) The right to use a satellite communications system at the transmitting facility for program feeds; and
- c) The right to broadcast United States Government-funded programs in Arabic and other appropriate languages as further specified in Article IV below.

In recognition of Sudan's right to regulate telecommunications within its borders, the United States shall not utilize the facility for the purpose of trading or leasing broadcast time to any other country.

ARTICLE IV

PROGRAMMING CONTENT

The United States shall be solely responsible for the content of the United States Government-funded programs retransmitted by the broadcasting facility sites designated for its use. The United States funded programming will be "Radio Sawa." In the event "Radio Sawa" broadcasts are discontinued, the United States reserves the right to implement program/language changes with the prior written approval from Sudan.

The United States shall observe high standards of impartiality, decency, and it shall avoid causing offense to national and religious sensitivities.

The United States will be responsible for securing all necessary rights for the broadcast of its programs in the Sudan. In the event that royalties are claimed by any local performance rights society for music contained in such programming, the United States will be responsible for payment of such royalties. Sudan will refer any third party performance rights society claims to the United States for its review and disposition pursuant to applicable law.

The United States will defend and hold Sudan harmless against any action of the authors of, and contributors to its programs resulting from any broadcast of any program that the United States has a license to pursuant to the Agreement.

ARTICLE V

OPERATION AND MAINTENANCE

Each FM radio transmission facility shall be operated and maintained for the United States by the Sudan Radio and Television Corporation (SRTC), an entity of the Government of the Sudan. Such operation and maintenance shall be in accordance with the terms and conditions set forth in Annex "B" and in a separate FM operation and maintenance agreement between the Broadcasting Board of Governors (BBG) and the SRTC.

ARTICLE VI

ELECTRICAL POWER

Sudan shall ensure that reliable electric power is provided to all transmitting facilities from the Sudanese electric power grid and suitable backup power generators as required. All power costs shall be borne by Sudan.

ARTICLE VII

STATUS OF UNITED STATES CITIZENS

The United States may assign up to two United States officials to the Embassy of the United States of America Khartoum for the purpose of coordinating with SRTC the FM facilities. The assignment of any United States official under this Article shall be subject to the prior written consent of Sudan. Sudan shall accord such officials, including family members, the same status as is accorded administrative and technical personnel assigned to the Embassy of the United States. Such officials shall bear US Diplomatic passports and notification will be made to the Sudan Ministry of Foreign Affairs.

ARTICLE VIII

CONSIDERATION

As consideration for the services, rights, and privileges provided under this Agreement by Sudan (including, but not limited to, the installation of each facility, the right and privilege to broadcast from Sudan territory, the grant of the operating licenses, and the assignment of up to twelve (12) FM frequencies), the United States shall:

a) Pay an amount not to exceed \$600,000 (six hundred thousand) United States Dollars (USD) for the construction and installation of the FM transmitting facility in Khartoum in accordance with the terms and conditions described in this Agreement. An initial payment of \$100,000 (one hundred thousand) USD shall be made within 30 days of the signing of this Agreement, with the remaining payments to be made by mutual agreement of the Parties on the basis of the progress of the completion of the facility.