

CLAIMS AND DISPUTE RESOLUTION

**Agreement Between the
UNITED STATES OF AMERICA
and SUDAN**

**Amending the Agreement of October 21, 2020,
with Annex**

Effectuated by Exchange of Notes at Washington
December 18 and 19, 2020

Entered into force December 19, 2020



NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966
(80 Stat. 271; 1 U.S.C. 113)—

“ . . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof.”



The Department of State of the United States of America refers the Embassy of the Republic of the Sudan in Washington to the Agreement between the Government of the United States of America and the Government of the Republic of the Sudan relating to the conditions for the release of funds to be placed in escrow in anticipation of the Government of the Republic of the Sudan providing compensation to address claims related to the bombings of the United States Embassies in Nairobi, Kenya and Dar es Salaam, Tanzania and the attack on the U.S.S. Cole, effected by exchange of notes at Washington on October 21, 2020 (“the Agreement”).

On behalf of the Government of the United States of America, the Department proposes that the Agreement be amended by deleting the Annex, including Schedules 1 and 2, in their entirety and replacing them with the revised Annex and Schedule 1 attached to this note.

If this proposal is acceptable to the Government of the Republic of the Sudan, the Department proposes on behalf of the Government of the United States of America that this Note , with its attached revised Annex and Schedule 1, together with the Embassy’s affirmative Note of reply on behalf of the

Government of the Republic of the Sudan, shall constitute an Agreement between the Government of the United States of America and the Government of the Republic of the Sudan to amend the Agreement, which shall enter into force on the date of the Note of reply.

Enclosures:

As stated.

Department of State,

Washington, December 18, 2020



ANNEX

The Government of the Republic of the Sudan and the Government of the United States of America shall issue a notice in the form attached at **Schedule 1** (the “**Notice to Arrangement Party**”) to this Annex, to, respectively, the Central Bank of Sudan and the Federal Reserve Bank of New York, notifying them that the Trigger Event, as defined in Clause 2.2 of the escrow agreement among the Central Bank of Sudan, the Federal Reserve Bank of New York and the escrow agent appointed thereby (“Escrow Agreement”), has occurred if and when agreed by both the Government of the Republic of the Sudan and the Government of the United States of America.

The Government of the Republic of the Sudan and the Government of the United States of America further agree that, in the event that a notice concerning the designation of Sudan as a state sponsor of terrorism stating that the Determination of August 12, 1993, regarding Sudan is rescinded has not been published in the Federal Register of the United States of America by February 28, 2021, the Government of the Republic of the Sudan shall have the option, in its sole and absolute discretion, to instruct the Central Bank of Sudan to terminate the Escrow Agreement and the Escrow Account by providing the Escrow Agent with a Notice of Termination, as defined in Clause 1.1 of the Escrow Agreement. Sudan shall provide notice by written diplomatic communication to the Assistant Secretary for the Bureau of African Affairs of the United States Department of State of its intention to exercise this option within seven (7) calendar days before instructing the Central Bank of Sudan to provide a Notice of Termination to the Escrow Agent.

Schedule 1: NOTICE TO ARRANGEMENT PARTY

To: [Central Bank of Sudan]
[Federal Reserve Bank of New York]

This is a Notice to Arrangement Party, as defined in Clause 1.1 of the escrow agreement dated [DATE] among the Central Bank of Sudan, the Federal Reserve Bank of New York and the escrow agent appointed thereby (the “**Escrow Agreement**”). Expressions defined in the Escrow Agreement have the same meaning in this notice, unless given a different meaning herein.

Please be advised that receipt of this notice constitutes the “Trigger Event” defined in Clause 2.2 of the Escrow Agreement. You are therefore instructed to issue the “Trigger Event Notice” defined in Clause 1.1 of the Escrow Agreement, instructing the Escrow Agent to make an electronic funds transfer of USD 335,000,000 (three hundred thirty-five million) to the Recipient Account.

Dated: _____

By: _____

[Name]

Authorised Signatory

[United States of America]

[The Republic of the Sudan]

بِسْمِ اللَّهِ الرَّحْمَنِ الرَّحِيمِ



THE AMBASSADOR

WASHINGTON, D.C.

السفير
واشنطن

The Embassy of the Republic of the Sudan in Washington presents its compliments to the Department of State of the United States of America and has the honor to acknowledge receipt of the Department's note, dated December 18, 2020, with Annex and Schedule, which reads as follows:

"The Department of State of the United States of America refers the Embassy of the Republic of the Sudan in Washington to the Agreement between the Government of the United States of America and the Government of the Republic of the Sudan relating to the conditions for the release of funds to be placed in escrow in anticipation of the Government of the Republic of the Sudan providing compensation to address claims related to the bombings of the United States Embassies in Nairobi, Kenya and Dar es Salaam, Tanzania and the attack on the U.S.S. Cole, effected by exchange of notes at Washington on October 21, 2020 ("the Agreement").

On behalf of the Government of the United States of America, the Department proposes that the Agreement be amended by deleting the Annex, including Schedules 1 and 2, in their entirety and replacing them with the revised Annex and Schedule 1 attached to this note.

If this proposal is acceptable to the Government of the Republic of the Sudan, the Department proposes on behalf of the Government of the United States of America that this Note , with its attached revised Annex and Schedule 1, together with the Embassy's affirmative Note of reply on behalf of the Government of the Republic of the Sudan, shall constitute an Agreement between the Government of the United States of America and the Government of the Republic of the Sudan to amend the Agreement, which shall enter into force on the date of the Note of reply.

Enclosure:

As stated.

Department of State,

Washington, December 18, 2020

ANNEX

The Government of the Republic of the Sudan and the Government of the United States of America shall issue a notice in the form attached at **Schedule 1** (the “**Notice to Arrangement Party**”) to this Annex, to, respectively, the Central Bank of Sudan and the Federal Reserve Bank of New York, notifying them that the Trigger Event, as defined in Clause 2.2 of the escrow agreement among the Central Bank of Sudan, the Federal Reserve Bank of New York and the escrow agent appointed thereby (“Escrow Agreement”), has occurred if and when agreed by both the Government of the Republic of the Sudan and the Government of the United States of America.

The Government of the Republic of the Sudan and the Government of the United States of America further agree that, in the event that a notice concerning the designation of Sudan as a state sponsor of terrorism stating that the Determination of August 12, 1993, regarding Sudan is rescinded has not been published in the Federal Register of the United States of America by February 28, 2021, the Government of the Republic of the Sudan shall have the option, in its sole and absolute discretion, to instruct the Central Bank of Sudan to terminate the Escrow Agreement and the Escrow Account by providing the Escrow Agent with a Notice of Termination, as defined in Clause 1.1 of the Escrow Agreement. Sudan shall provide notice by written diplomatic communication to the Assistant Secretary for the Bureau of African Affairs of the United States Department of State of its intention to exercise this option within seven (7) calendar days before instructing the Central Bank of Sudan to provide a Notice of Termination to the Escrow Agent.

Schedule 1: NOTICE TO ARRANGEMENT PARTY

To: [Central Bank of Sudan]
[Federal Reserve Bank of New York]

This is a Notice to Arrangement Party, as defined in Clause 1.1 of the escrow agreement dated [DATE] among the Central Bank of Sudan, the Federal Reserve Bank of New York and the escrow agent appointed thereby (the “**Escrow Agreement**”). Expressions defined in the Escrow Agreement have the same meaning in this notice, unless given a different meaning herein.

Please be advised that receipt of this notice constitutes the “Trigger Event” defined in Clause 2.2 of the Escrow Agreement. You are therefore instructed to issue the “Trigger Event Notice” defined in Clause 1.1 of the Escrow Agreement, instructing the Escrow Agent to make an electronic funds transfer of USD 335,000,000 (three hundred thirty-five million) to the Recipient Account.

Dated: _____

By: _____

[Name]

Authorised Signatory

[United States of America]

[The Republic of the Sudan]”

The Embassy of the Republic of the Sudan in Washington has the honor to confirm on behalf of the Government of the Republic of the Sudan that the proposal set forth in the above-quoted Department note with respect to amending the Agreement between the Government of the United States of America and the Government of the Republic of the Sudan relating to the conditions for the release of funds to be placed in escrow in anticipation of the Government of the Republic of the Sudan providing compensation to address claims related to the bombings of the United States Embassies in Nairobi, Kenya and Dar es Salaam, Tanzania and the attack on the U.S.S. Cole, effected by exchange of notes at Washington on October 21, 2020, is acceptable to the Government of the Republic of the Sudan. Accordingly, the Department's note and this note in reply shall constitute an agreement between the two governments to amend the aforementioned agreement which shall enter into force on the date of this reply.

The Embassy of the Republic of the Sudan avails itself of this opportunity to renew to the State Department of the United States of America the assurances of its highest consideration.

Embassy of the Republic of the Sudan,

Washington, December 19, 2020.

