

No. 9289

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**DENMARK**  
and  
**CONGO (DEMOCRATIC REPUBLIC OF)**

**Agreement regarding technical co-operation in the field of  
Public Health (with exchange of notes). Signed at Kin-  
shasa, on 25 May 1968**

*Official text: French.*

*Registered by Denmark on 23 October 1968.*

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**DANEMARK**  
et  
**CONGO (RÉPUBLIQUE DÉMOCRATIQUE DU)**

**Accord sur la coopération technique dans le domaine de la  
santé publique (avec échange de notes). Signé à Kin-  
shasa, le 25 mai 1968**

*Texte officiel français.*

*Enregistré par le Danemark le 23 octobre 1968.*

[TRANSLATION — TRADUCTION]

No. 9289. AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE KINGDOM OF DENMARK AND THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF THE CONGO REGARDING TECHNICAL CO-OPERATION IN THE FIELD OF PUBLIC HEALTH. SIGNED AT KINSHASA, ON 25 MAY 1968

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The Government of the Kingdom of Denmark (hereinafter called “ the Danish Government ”) and the Government of the Democratic Republic of the Congo (hereinafter called “ the Congolese Government ”), desiring to continue the technical co-operation in the field of public health established between their countries by the Agreement of 21 April 1963 on the establishment of a training hospital, have concluded this Agreement in a spirit of mutual understanding and friendship.

*Article 1*

For the purpose of training personnel employed by the Congolese Public Health Department the two Governments shall collaborate in operating the National Medical Training Hospital at Kinshasa.

*Article 2*

OBLIGATIONS OF THE DANISH GOVERNMENT

1. The Danish Government shall assume wholly or partly and in accordance with the decisions to be made on this subject the following responsibilities :

- (a) engagement and remuneration of the Danish medical, paramedical, technical and administrative personnel;
- (b) payment of the travel costs of such personnel to and from the Congo;
- (c) payment of the costs of any other travel in the Congo by such personnel in the performance of their duties;
- (d) construction on the Hospital grounds of the buildings required for the proposed training activities;
- (e) supplying the necessary furniture and equipment for these buildings;

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<sup>1</sup> Came into force on 5 July 1968, i.e., the day on which the conditions specified in article 10 (2) for its entry into force had been fulfilled.

- (f) providing the Hospital with the following supplies and equipment :  
medicaments, dressings, films for X-ray examinations, teaching materials, and medical instruments and apparatus;
- (g) payment of the transport costs of such supplies and equipment;
- (h) payment of the costs of repairing and maintaining the supplies and equipment mentioned in (f) above.
2. The buildings to be constructed pursuant to paragraph 1 (d) of this article shall be the property of the Congolese Government and shall form part of the "Institute of Medical Education".
3. The furniture, supplies and equipment mentioned in paragraph 1 (e) and (f) of this article shall remain the property of the Danish Government until they are transferred by virtue of an Agreement.
4. The Danish Government shall be responsible for the treatment of patients and for training in the Hospital. To this end, it shall appoint the Medical Director of the Hospital.
5. The conditions and manner in which the above provisions are to be implemented shall be the subject of an exchange of letters between the Contracting Parties.

### Article 3

#### OBLIGATIONS OF THE CONGOLESE GOVERNMENT

1. The Congolese Government shall participate in the execution of the project to the following extent :
- (a) by making available the "Red Cross Training Hospital" in Kinshasa, with its grounds and the buildings constructed by virtue of article 2 (1) (d).
- (b) by providing accommodation free of charge for the Danish personnel of the Hospital;
- (c) by paying for the maintenance of the buildings mentioned in subparagraphs (a) and (b), which are the property of the Congolese Government;
- (d) by engaging and paying the Congolese medical, paramedical, administrative, technical and other personnel required for the proper functioning of the Hospital;
- (e) by making available and paying medical, paramedical, administrative and technical personnel as counterparts, with a view to the eventual transfer to the Congolese Government of responsibility for the operation of the Hospital and its training activities;

- (f) by helping to designate a number of qualified students from all provinces of the Congo and by granting State scholarships to them, so that the portion of such scholarships which covers the cost of board and lodging is paid to the Hospital;
- (g) by participating in the designation of the counterparts and students mentioned above in a selection committee composed of representatives of the two Contracting Parties;
- (h) by being responsible for the purchase and maintenance of equipment, other than that mentioned in article 2 (1) (f), required for the proper functioning of the Hospital;
- (i) by paying all expenses necessary for the proper functioning of the Hospital which are not covered by virtue of article 2 (1);
- (j) by paying the patients' food costs;
- (k) by authorizing the free and uninterrupted use of telecommunications for the business of the Hospital.

2. The conditions and the manner in which the above provisions are to be implemented shall be the subject of an exchange of letters between the Contracting Parties.

#### *Article 4*

1. The following provisions shall apply, during their stay in Congolese territory, to the Danish medical, paramedical, administrative, technical and other personnel sent to the Congo by virtue of this Agreement and of any subsequent arrangements :

- (a) the Congolese Government shall exempt from all customs duties, other import or export charges, prohibitions and restrictions, and from any other type of fiscal charge the motor vehicles, furniture and personal effects brought into Congolese territory by such personnel and members of their families, provided that such furniture and effects remain their property;
- (b) the personnel shall be exempt in the Congo from any tax on that part of their salaries which is paid by the Danish Government;
- (c) the personnel covered by this Agreement shall be immune from legal process for any act performed by them in the exercise of their functions.

2. Should the Danish Government put in the care of or supply to the Congolese Government, or to institutions or bodies designated by mutual agreement, machines, instruments or equipment, the Congolese Government shall permit the import of such articles and shall exempt them from customs duty, from other import or export charges, prohibitions and restrictions, and from any type of fiscal charge.

3. The Congolese Government undertakes to assume full responsibility for any damage caused by the Danish personnel in the exercise of their functions.

#### *Article 5*

1. The Danish Government and the Congolese Government shall refrain from requiring the Danish personnel mentioned in this Agreement to undertake any activity or service other than the functions for which they were appointed.

2. The Danish personnel mentioned in this Agreement shall be subject to the laws and regulations of the Democratic Republic of the Congo and to hierarchial power of the Congolese administrative authority under which they are placed.

#### *Article 6*

The Congolese Government undertakes to adopt all the necessary measures to ensure the safety of the persons and property of the Danish personnel and to provide them with the professional and other facilities they require for the performance of their functions.

#### *Article 7*

The Congolese Government shall do everything in its power to facilitate the work performed by the Danish personnel by virtue of this Agreement and to provide them with the services and facilities they require to perform that work successfully.

#### *Article 8*

For the purpose of applying this Agreement, the Danish Government shall be represented by the Head of the Danish Medical Mission to the Congo and the Congolese Government by the Minister of Public Health.

#### *Article 9*

The two Governments, or their representatives, shall have periodic exchanges of views for the purpose of ensuring the effective application of this Agreement.

To this end they shall decide to set up a Mixed Commission composed of Congolese and Danish representatives nominated by their respective Governments.

It shall be the duty of the Commission to report to them periodically on the application of this Agreement and to give its opinion on any question which may arise in connexion with or because of its application.

The Mixed Commission shall be convened when one of the Governments so requests. When such a request is made, it shall be convened within eight days of the date of the request.

*Article 10*

1. This Agreement is concluded for a period of five years.

2. It shall enter into force on 1 June 1968, following notification by each of the Contracting Parties that the formalities required by its constitution for the entry into force of the present Agreement have been completed.

*Article 11*

1. This Agreement, together with any further arrangements concluded in application of its provisions, may be modified by mutual agreement between the two Governments.

2. Each of the two Governments may denounce this Agreement. Notice of denunciation shall be given to the other Government by the Government which has decided to do so and shall take effect ninety days after the date of such notice.

*Article 12*

The Agreement of 21 April 1963 between the two Governments on the establishment and operation of a national medical training hospital at Kinshasa shall be abrogated upon the entry into force of this Agreement.

IN WITNESS WHEREOF, the undersigned, duly authorized representatives of their respective Governments, have signed this Agreement in duplicate in the French language.

DONE at Kinshasa, on 25 May 1968.

For the Government of the Kingdom of Denmark :

Henning HALCK

For the Government of the Democratic Republic of the Congo :

Justin-Marie BOMBOKO

Thomas LWANGO

Minister of Health, a.i.

## EXCHANGE OF NOTES

## I

## ROYAL EMBASSY OF DENMARK

Kinshasa, 25 May 1968

Sir,

I have the honour to refer to the Agreement concluded to-day between the Government of the Kingdom of Denmark and the Government of the Democratic Republic of the Congo regarding technical co-operation in the field of public health.

With a view to establishing close co-operation between our two countries in the application of this Agreement and in order to assist in the forthcoming enlargement of the Training Hospital at Kinshasa, I have the honour to propose that the following measures and provisions be put into effect :

## I. EDUCATION

A. The personnel mentioned in article 3 (1) (f) shall be trained by the hospital in pursuance of Ordinance No. 67/230 of 11 May 1967 embodying measures to implement Ordinance-Law No. 66-299 of 14 May 1966 concerning technical medical and para-medical education.

The students shall be chosen by the selection committee mentioned in article 3 (1) (g).

The Danish members of the committee shall include the medical director of the hospital, the principal of the school and the matron of the hospital.

The Congolese members of the committee shall include :

the Secretary-General of the Ministry of Public Health or his representative;

the Inspector of Medical Education or his representative;

the Director of the Institute of Medical Education or his representative.

If it is desired, a representative of the World Health Organization may also serve on the committee.

B. At the request of the Ministry of Health, the Red Cross Training Hospital shall be placed at the disposal of the Institute of Medical Education for the provision of the following training :

1. The hospital shall continue to accept trainees from the schools of the Institute, including : male and female trainee nurses, male and female trainee nursing aides and hospital management trainees.

2. The hospital shall provide post-school training in the following specialities :

a. anaesthesia

b. paediatrics

c. operating block services

d. management of Head Nurse's department.

Regulations for these courses shall be established jointly by the Ministry of Public Health and the hospital, in accordance with the instructions of the Ministry of National Education. The number of students shall be determined by the hospital on the basis of its capacity.

3. The hospital shall be prepared to provide other post-school courses at a later date by mutual agreement with the Ministry of Public Health.

4. The hospital shall establish a school for male and female nursing aides, second year, option 3, pursuant to Ordinance-Law No. 66/299 of 14 May 1966 and Implementing Ordinance No. 67/230 of 11 May 1967.

The following regulations shall apply to the training mentioned in sub-paragraphs 1 to 4 :

Having passed the final examination, the students attending each professional course shall obtain the Congolese Government diploma.

The students shall be granted scholarships and travel expenses in accordance with the regulations of the Congolese Government.

The selection committee shall be authorized, when the hospital management so proposes, to reject students who are unsuitable for the courses.

C. As part of a paediatrics service, which shall be organized, and its mobile clinic, the hospital shall organize instruction for parents on such subjects and nutrition and vaccinations.

D. Study tours shall be organized by the Danish authorities for the medical, paramedical and administrative personnel, either in Denmark or in third countries.

## II. COUNTERPARTS

In accordance with article 3 (1) (g), the selection committee shall, as and when the development of the project permits, also appoint Congolese counterparts for the following personnel :

medical director . . . . .	2
doctors . . . . .	3
matron . . . . .	1
school principal . . . . .	1
head nurse (male or female) . . . . .	2
certified nurses . . . . .	5
midwives . . . . .	2
laboratory workers . . . . .	2
secretaries . . . . .	3

Should circumstances so require, the committee may, on the proposal of the hospital management, recommend an alteration in the counterpart arrangements envisaged in article 3 (1) (c).

## III. PERSONNEL

1. By virtue of article 2 (1) (a) the Danish Government shall undertake, in cooperation with the Danish Red Cross and as and when the development of the project permits, to engage and remunerate the following personnel :



- 13 doctors
- 28 nurses
- 3 nurse tutors
- 1 domestic science teacher
- 4 midwives
- 4 laboratory workers
- 1 physiotherapist
- 1 pharmacy assistant
- 1 teacher
- 1 chief of administration
- 2 administrative employees
- 7 secretaries
- 1 stockroom clerk
- 2 chief mechanics
- 2 manual workers

The Danish Government shall submit the names of the Danish medical and para-medical candidates for the approval of the Congolese Government.

2. By virtue of article 3 (1) (d) the Congolese Government shall undertake to remunerate the Congolese personnel working at the training hospital, including the Congolese personnel hitherto paid periodically by the Danish administration. The Congolese Government shall be responsible for engaging the following personnel :

- 3 doctors
- 2 administrators
- 16 administrative employees
- 33 certified nurses (male or female)
- 56 nursing aides (male or female)
- 20 midwives' assistants
- 56 cleaners, excluding :
  
- 10 kitchen helpers
- 10 laundry workers
- 12 food distribution workers
- 5 gardeners
- 3 guards
- 5 manual workers (workshop)
- 3 orderlies
- 1 electrician (workshop)
- 1 plumber
- 3 joiners
- 2 painters
- 2 masons

3. The engagement of the above-mentioned personnel shall be subject to the approval of the management of the training hospital. The management may require the Congolese authorities concerned to dismiss an employee if circumstances so require.

4. The Congolese Government shall provide the above-mentioned Congolese staff with two uniforms each year.

## IV. BUILDINGS

In application of article 2 (1) (d) and (e) and with a view to developing and intensifying the training activities of the hospital, the Danish Government undertakes to erect the following buildings :

a. A residence for approximately 100 pupils with the appropriate common facilities, including kitchen and bathrooms. The students taking post-school courses and those of the school referred to in Section I (B) (2), (3) and (4) of this exchange of letters shall have first claim to accomodation in this residence. Any accomodation remaining shall be placed at the disposal of the female students of the Institute.

The administrative and other regulations of the residence shall be the same as those applied by the Institute.

A board of administration shall be established by mutual agreement with the Ministry of Public Health and shall act as adviser to the Danish Medical Mission, which shall be responsible for the smooth operation of the residence.

b. An assembly hall.

c. A building containing the number of classrooms required.

d. These buildings shall be furnished and equipped by the Danish Government.

The Congolese Government, for its part, shall be responsible for the external and internal maintenance of all these buildings and of the existing hospital buildings. This maintenance obligation shall include the fittings of these buildings and the technical installations.

## V. APARTMENTS FOR THE DANISH PERSONNEL

In application of the provisions of article 3 (1) (b), the Congolese Government undertakes to make the following number of apartments available near the hospital for the Danish personnel :

1 June 1968-31 September 1968 :

35 apartments (for 58 employees and their families)

1 October 1968-31 July 1969 :

38 apartments (for 64 employees with their families)

1 August 1969-31 May 1973 :

42 apartments (for 71 employees and their families).

In fulfilment of this undertaking, the Congolese Government shall continue to make the "Semois" building, among others, available to the Danish personnel.

The Congolese Government shall be responsible for the maintenance of the apartments for those personnel.

## VI. PRIVILEGES OF THE PERSONNEL

The Congolese Government undertakes to extend to the Danish personnel and their families the same privileges as are granted to experts from foreign countries who provide technical assistance in the Congo.

A personal identity card shall be issued to the Danish personnel and their families.

## VII. MIXED COMMISSION

By virtue of article 9, a Mixed Commission, the members of which shall be appointed by the two Governments, shall be established for the purpose of ensuring the effective application of the Agreement and shall meet at least once a year.

The Danish members shall be :

- the ambassador of Denmark in Kinshasa;
- a representative of the Ministry for Foreign Affairs in Copenhagen (if possible);
  
- the head of the Danish Medical Mission in the Congo;
- a senior doctor of the hospital;
- the chief administrator of the Danish Medical Mission in the Congo;
- the matron of the hospital;
- the head of training programmes

The Congolese members shall be :

- the Secretary-General of the Ministry of Public Health or his representative;
- the Inspector of Medical Education;
- the Director of the Institute of Medical Education;
- a representative of the Ministry of Public Administration;
- a representative of the Ministry for Foreign Affairs;
- a representative of the Ministry of National Education;
- a representative of the Ministry of Finance.

These members may be represented by their deputies.

I have the honour to propose that, if the contents of this letter are acceptable to the Congolese Government, this letter and your affirmative reply shall constitute a protocol of agreement between our two Governments.

Accept, Sir, etc.

Henning HALCK  
Royal Ambassador of Denmark

His Excellency Mr. Justin-Marie Bomboko  
Minister for Foreign Affairs  
of the Democratic Republic of the Congo  
Kinshasa

## II

DEMOCRATIC REPUBLIC OF THE CONGO

Central Government

MINISTRY OF FOREIGN AFFAIRS

Kinshasa, 25 May 1968

Sir,

I have the honour to acknowledge your note of today's date, which reads as follows :

[See note I]

I am to inform you, Sir, that your proposal is acceptable to the Government of the Democratic Republic of the Congo and that it agrees that this exchange of notes shall constitute a protocol of agreement between our two Governments.

Accept, Sir, etc.

Justin-Marie BOMBOKO  
Minister for Foreign Affairs and External Trade

His Excellency Mr. Henning Halck  
Ambassador Extraordinary and Plenipotentiary  
of the Kingdom of Denmark  
Kinshasa

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