No. 9306

DENMARK and ZAMBIA

Agreement on Volunteers from Denmark. Signed at Copenhagen, on 11 July 1968

Official text: English. Registered by Denmark on 19 November 1968.

DANEMARK et ZAMBIE

Accord relatif aux volontaires danois. Signé à Copenhague, le 11 juillet 1968

Texte officiel anglais.

Enregistré par le Danemark le 19 novembre 1968.

No. 9306. AGREEMENT ¹ BETWEEN THE GOVERNMENT OF THE REPUBLIC OF ZAMBIA AND THE ROYAL DANISH GOVERNMENT ON VOLUNTEERS FROM DEN-MARK. SIGNED AT COPENHAGEN, ON 11 JULY 1968

Preamble

The Government of the Republic of Zambia and the Royal Danish Government desirous of collaborating in the development of Zambia and of placing at the disposal of the Zambian Government Danish Volunteers within the framework of the Danish Development Volunteer Service and inspired with the desire to conclude an agreement to this end have agreed as follows:

Article I

The Government of Denmark, represented by the Danish Association for International Co-operation (hereinafter called the Association), will furnish such Danish volunteers as may be agreed upon by the Government of Zambia and the Association to perform mutually agreed tasks in Zambia.

The number of Danish volunteers as well as their assignments in Zambia are to be agreed upon by separate exchange of letters between the Government of Zambia and the Association.

Article II

The Danish volunteers will work under the supervision of governmental or other institutions in Zambia as agreed upon by the two parties.

Article III

The volunteers will serve in Zambia for a period of two years unless otherwise agreed. During their assignment the volunteers will be entitled to 3 weeks annual leave.

¹ Came into force on 11 July 1968 by signature, in accordance with article XII.

Article IV

To enable the Association to discharge its responsibilities in Zambia under this programme the Government of Zambia is ready to receive a resident representative of the Association and necessary staff.

Article V

The Association undertakes to:

- (a) provide introductory training of the volunteers before their arrival in Zambia,
- (b) cover the transportation costs for the volunteers, the resident representative and members of the staff, between Denmark and Zambia,
- (c) cover their emoluments during their assignment in Zambia, including living allowance, leave allowance, and outfit allowance,
- (d) provide a limited number of motor vehicles, including motor cycles as needed to enable the volunteers, the resident representative and members of the staff to perform their duties.

The Association will cover maintenance of the above vehicles. The vehicles will remain the property of the Association.

(e) cover their insurance expenditures, including health, public liability, and accident.

Article VI

The Government of Zambia undertakes to:

- (a) provide the volunteers, the resident representative and members of the staff with the necessary visas, entry permits, and permits allowing them to work in Zambia,
- (b) provide such in-country orientation for the volunteers as might be deemed necessary,
- (c) accord equitable treatment of the volunteers, the resident representative and members of the staff, and their property and grant them a treatment no less favourable than that granted any other non-Zambian citizen residing in Zambia and fulfilling similar tasks,
- (d) co-ordinate and prepare adequately in consultation with the resident representative the agreed placements of the volunteers and ensure support from the institutions or projects to which the volunteers are agreed to be assigned,
- (e) exempt the volunteers, the resident representative and members of the staff from all personal and graduated taxes, or any other taxes

which may be imposed in Zambia, on emoluments received from Danish sources outside Zambia,

- (f) exempt them from customs duty on all personal belongings and household effects imported in connection with their arrival in Zambia,
- (g) exempt the Association from all taxes, fees, and customs duties on the equipment, supplies, necessary for its operations, imported into Zambia by the Association.
- (h) accord the Association free importation into Zambia or duty-free purchase in Zambia of the motor vehicles, including motor cycles mentioned in Article V (d),
- (i) provide free of charge suitable accommodation and basic furniture for the volunteers and make it available for them at the time of the initiation of their assignments.
 If no Government housing is available, the Government of Zambia will pay half of the cost of accommodation in a boarding house of reasonably good standard,
- (j) provide equitable housing for the resident representative, his family, at Government rate being paid by civil servants,
- (k) cover the costs of all duty travel undertaken by the volunteers, including travel costs in connection with any in-country orientation which might be deemed necessary. If duty travel has to be undertaken by motor vehicle belonging to the Association, the expenses are to be reimbursed by the Government of Zambia at the same rate as for the Government officers of the same rank,
- (l) keep the Association informed of any disagreement arising between a volunteer and the institution to which he is assigned,
- (m) allow the resident representative and his staff to visit and observe the activities of the volunteers.

Article VII

The Government of Zambia shall have the right to demand the recall of any volunteer whose work or conduct is unsatisfactory in the eyes of the Government of Zambia and will in such case consult the resident representative with a view to arranging for the repatriation of the volunteer and any possible replacement.

Article VIII

Similarly, the Association will have the right to recall any volunteer after consultation with the Government of Zambia.

Article IX

In accordance with the contract between the volunteer and the Association, the volunteer shall have the right to resign from service — after having consulted the resident representative and the Government of Zambia and after having given a reasonable notice.

Article X

It is understood by the Government of Zambia that the provision of volunteers from the Association is subject to the availability of funds in Denmark.

Article XI

The Government of the Republic of Zambia will:

indemnify the Danish Government and officers serving in Zambia in accordance with this Agreement and hold these harmless against any liability actions, demands, damages, cost or fees on account of death, injury to person or property, or any other losses resulting from or connected with any act or omission performed or made in the course of their duties. In the event of gross negligence or wilful intention giving rise to any such claim the personnel will remain liable to indemnify the Government of the Republic of Zambia.

Article XII

This Agreement shall enter into force on the day of its signature and shall remain valid until 90 days after the date of a written notification from either Government to the other of the intention to terminate it.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto, have signed the present Agreement.

DONE in Copenhagen, on the eleventh day of July, 1968, in two copies in English.

For the Government of the Republic of Zambia : K. D. KAUNDA For the Royal Danish Government :

K. Helveg Petersen