

No. 9466

**DENMARK
and
UGANDA**

**Agreement on technical co-operation. Signed at Kampala
on 3 July 1968**

Authentic text: English.

Registered by Denmark on 14 March 1969.

**DANEMARK
et
OUGANDA**

**Accord de coopération technique. Signé à Kampala le
3 juillet 1968**

Texte authentique: anglais.

Enregistré par le Danemark le 14 mars 1969.

AGREEMENT¹ ON TECHNICAL COOPERATION BETWEEN
THE GOVERNMENT OF DENMARK AND THE
GOVERNMENT OF THE REPUBLIC OF UGANDA

Preamble

This Agreement provides for the general terms and conditions on which the Government of Denmark will provide experts, training and other technical assistance to the Government of the Republic of Uganda.

Article 1

1. The assignment of each expert or group of experts and each training project provided by the Government of Denmark to the Government of the Republic of Uganda shall be covered by separate exchange of notes or letters between representatives of the two Governments.

2. In this Agreement, references to the provision of experts, training, or service, under this Agreement, are references to such experts and training who or which are the subject of such notes or letters as are referred to in the preceding paragraph.

Article 2

LONG-TERM EXPERTS

1. A long-term expert is one who is to stay in Uganda for such a period, normally over six months, that he would reasonably expect to establish a home in Uganda and to be accompanied by his family.

2. For each long-term expert provided under this Agreement the Government of Denmark shall provide for :

- (a) all salary (including leave salary) and allowances accruing to the expert as a consequence of his service in Uganda under this Agreement, other than those allowances provided for in paragraph 3 of this article;
- (b) the cost of international travel to and from Uganda for the expert and his family;
- (c) the cost of shipping to and from Uganda the personal and household effects of the expert and his family, or a soft furnishing allowance to enable the expert to establish a residence in Uganda.

¹ Came into force on 3 July 1968 by signature, in accordance with article 10.

3. For each long-term expert provided under this Agreement the Government of the Republic of Uganda shall provide for :

- (a) housing with hard furnishings for the expert and his family; housing and furnishing will be of the same standard as that provided for the officers of the Government of the Republic of Uganda of comparable status whose terms of appointment specify an entitlement to housing, on payment of subsidised rent. Water, telephone and electricity charges in respect of such housing will be the responsibility of the expert. If the expert initially resides in a hotel, the Government of the Republic of Uganda shall fulfil its obligation by refunding to the expert an amount equivalent to 50 per cent of the full hotel bill (boarding and lodging but excluding any extras, such as laundry, etc., provided that the rate paid at the hotel is reasonable according to prevailing local rates and that the hotel and particular accommodation therein occupied by the expert are not above the standards which an officer of comparable status might reasonably expect. Subsistence allowance during official journeys will be paid at the same rates as for officers of the Government of the Republic of Uganda;
- (b) local support for the work of the expert, including office and/or laboratory space with all the normal facilities thereof, secretarial services and/or laboratory assistance, and free postage and telecommunications for official purposes;
- (c) local transport for official journeys of the expert to the same extent as provided for officers of the Government of the Republic of Uganda of comparable status. For official journeys performed by the expert in his personal motor car, mileage allowance will be paid at the same rates as are paid to officers of the Government of the Republic of Uganda;
- (d) transport from the point of entry to the duty station on arrival in Uganda and from the duty station to the point of departure at the end of the assignment for the expert, his personal belongings, his family and their personal and household effects;
- (e) medical services and facilities for the expert and his family to the same extent as provided for officers of the Government of the Republic of Uganda and their families;
- (f) the assistance of the Commissioner of Customs and Excise, in clearance through customs of the personal and household effects of the expert to the same extent as is provided for technical assistance personnel of other countries serving in Uganda.

4. The Government of the Republic of Uganda shall permit each expert to take such leave during his service in the Republic as shall be agreed and specified in the notes or letters relating to his assignment.

Article 3

SHORT-TERM EXPERTS

1. A short-term expert is one who is to stay in Uganda for such a period, normally less than six months, that he could not reasonably expect to establish a home in Uganda or to be accompanied by his family.

2. For each short-term expert provided under this Agreement the Government of Denmark shall provide for :

- (a) all salary and allowances accruing to the expert as a consequence of his service in Uganda under the terms of this Agreement, other than those allowances provided for in paragraph 3 of this article;
- (b) the cost of international travel to and from Uganda for the expert and his personal effects.

3. For each short-term expert provided under this Agreement the Government of the Republic of Uganda shall provide for :

- (a) such accommodation as may be agreed between the two parties as being appropriate for the length and nature of the experts assignment. If the expert is housed in a hotel, the Government of the Republic of Uganda shall fulfil its obligations by refunding to the expert an amount equivalent to 50 per cent of the full hotel bill (board and lodging but excluding any extras such as laundry, etc.) provided that the rate paid at the hotel is reasonable according to prevailing local rates and that the hotel and particular accommodation therein occupied by the expert are not above the standard which an officer of the Government of the Republic of Uganda of comparable status might reasonably expect. If the expert is housed in fully furnished quarters or in a Government hotel, subsidised rent shall be chargeable to the expert. Water, telephone and electricity charges in respect of such quarters will be the responsibility of the expert. Subsistence allowances during official journeys will be paid at the same rates as for officers of the Government of Uganda;
- (b) local support for the work of the expert, including office and/or laboratory space with all the normal facilities thereof, secretarial services and/or laboratory assistance, and free postage and telecommunications for official purposes;
- (c) local transport for official journeys of the expert to the same extent as provided for officers of the Government of Uganda. For official journeys performed by the expert in his personal motor car, mileage allowance will be paid at the same rates as paid to officers of the Government of Uganda;

- (d) transport from the point of entry to the duty station on arrival in Uganda and from the duty station to the point of departure at the end of the assignment for the expert and his personal effects;
- (e) medical services and facilities for the expert to the same extent as provided for officers of the Government of the Republic of Uganda;
- (f) the assistance of the Commissioner of Customs and Excise in clearance through customs of the personal effects of the expert to the same extent as is provided for technical assistance personnel of other countries serving in Uganda.

4. A short-term expert will not normally be expected to take any leave during the period of service in Uganda under this Agreement

Article 4

GENERAL

1. The terms of reference of each assignment for which an expert is provided under the terms of this Agreement will be specified in the notes or letters referred to in Article 1.2.

2. The Government of the Republic of Uganda shall have the right to request the recall of any expert whose work or conduct is unsatisfactory; before exercising such right the Government of the Republic of Uganda will undertake to consult with the Government of Denmark. The Government of Denmark shall have the right to recall any expert at any time. In any case of recall, the Government of Denmark will make every effort to obtain a replacement for the recalled expert if the Government of the Republic of Uganda so requests.

3. The Government of Denmark undertakes that the experts who are the subject matter of this Agreement shall obey the Laws of Uganda which are not inconsistent with the terms of this Agreement.

Article 5

STUDENT TRAINING

1. Training in Denmark will be available for Uganda trainees as may be agreed upon by the two Governments.

2. For each trainee who is a citizen of Uganda whom the Government of Denmark accepts responsibility for providing training in Denmark under this Agreement, the Government of Denmark shall provide for:

- (a) the cost of international travel to and from Denmark;
- (b) all costs in the country of training normally associated with the course such as internal travel, tuition and other fees, book allowances, subsistence allowance.

3. For each trainee for whom the Government of Denmark accepts responsibility for providing training in Denmark under this Agreement the Government of the Republic of Uganda shall provide for :

- (a) internal travel costs between the trainee's duty station and the point of departure and similarly on return in Uganda;
- (b) that portion of the trainee's salary allowed him under current regulations to enable him to continue to meet his financial obligations in Uganda.
- (c) clothing allowance.

Article 6

1. The Government of the Republic of Uganda undertakes that the expert shall :

- (a) be exempt from legal process in respect of words spoken or written and all acts performed by them in their official capacity;
- (b) be exempt from national service obligation;
- (c) to exempt together with their spouses and dependents, from immigration restrictions and alien registration;
- (d) be accorded the same privileges in respect of exchange control facilities as are accorded to the technical assistance personnel of other countries of comparable rank serving in Uganda.
- (e) be provided by the Government of the Republic of Uganda with a document identifying them and promising them full assistance by appropriate national authorities in the performance of the tasks assigned to them.

2. The Government of the Republic of Uganda shall hold harmless the Government of Denmark and experts against any and all bona fide liabilities arising out of Clause 1 (a) of this Article. The Government of the Republic of Uganda further undertakes that the experts and their families shall enjoy the full protection of the law.

3. The Government of the Republic of Uganda shall :

- (a) make provisions for the exemption from income tax, graduated tax and development tax of experts in respect of any emolument paid to them from Danish sources;
- (b) make provision for exemption from all import and export duties and other public charges in respect of equipment, materials, or supplies provided by the Danish Government in connection with approved projects;

- (c) make provision for the exemption from all import duties and taxes on wearing apparel and personal and household effects of any kind which were in the experts' personal use in their former places of residence, provided that the same are imported into the country within three months of arrival in Uganda of experts. Personal effects to be deemed to include: radio, photographic equipment, record player, tape recorder, refrigerator, and air conditioning unit.
- (d) make provision to exempt the experts from all duties and taxes imposed on the import and export of a motor vehicle, for the personal use of the experts, or the purchase of such a motor vehicle in Uganda out of duty free stock, provided that the motor vehicle imported under these privileges shall be liable for such duties and taxes if resold to a person in East Africa, unless resold to a person entitled to the same privileges.

Article 7

The provisions of the present Agreement shall apply equally to the Danish experts who are already carrying out their activities in Uganda under auspices of the technical cooperation between the two Governments, as well as to their families.

Article 8

Upon completion of any action of technical cooperation the contracting parties will consult each other in order to analyse its results.

Article 9

Within the scope of the present Agreement, the Government of the Republic of Uganda undertakes to treat the experts and their families in a way which will not be less favourable than that enjoyed by experts of other countries serving in Uganda.

Article 10

This Agreement shall apply as from the date of its signature. It shall remain in force for five years. Thereafter it shall continue in force until terminated by either party giving six months' notice in writing to the other party.

Agreement concluded on 3rd day of July 1968.

For the Royal Danish Government :

K. Helveg PETERSEN

For the Government
of the Republic of Uganda :

J. M. OKAE