

**No. 9393**

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**DENMARK  
and  
KENYA**

**Agreement covering the dispatch of Danish Volunteers to  
Kenya. Signed at Nairobi on 28 June 1968**

*Authentic text: English.*

*Registered by Denmark on 24 January 1969.*

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**DANEMARK  
et  
KENYA**

**Accord relatif à l'envoi de volontaires danois au Kenya.  
Signé à Nairobi le 28 juin 1968**

*Texte authentique: anglais.*

*Enregistré par le Danemark le 24 janvier 1969.*

AGREEMENT<sup>1</sup> BETWEEN THE ROYAL DANISH GOVERNMENT AND THE GOVERNMENT OF THE REPUBLIC OF KENYA COVERING THE DISPATCH OF DANISH VOLUNTEERS TO KENYA

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The Royal Danish Government and the Government of the Republic of Kenya in their desire to cooperate in the development of Kenya by the exchange of knowledge and professional skills have agreed as follows:

*Article I*

(a) The Government of Denmark shall, at the request and in agreement with the Government of Kenya, and subject to the availability of funds, dispatch volunteers of the Danish Association for International Co-operation (hereafter referred to as the Association) to serve on specific projects selected for support in Kenya. The number of volunteers and the details of their assignments in Kenya will be agreed upon by separate exchanges of letters between the Government of Kenya and the Association.

(b) Volunteers shall be made available on the conditions specified in this Agreement and in accordance with any special arrangements to be agreed upon as the need arises. Any contingency not provided for in this Agreement shall be the subject of a separate exchange of notes.

*Article II*

(a) The Government of Kenya shall afford the volunteers all the assistance they may require for the satisfactory performance of their duties, and shall ensure that they are given the same protection for their persons and property as that afforded to citizens of Kenya.

(b) During the period of their stay in Kenya volunteers shall be subject to the laws and regulations in force in Kenya and to the supervision of the Government Departments or other organizations to which they have been seconded.

(c) Volunteers will serve in Kenya for a period of 2 years unless otherwise agreed upon between the two parties. During their assignments they will be entitled to three weeks annual leave.

(d) Subject to prior consultation with, and the agreement of, the Government of Kenya, representatives of the Danish Government or of the Association may observe how work is progressing on specific projects undertaken in pursuance of the Agreement.

<sup>1</sup> Came into force on 28 June 1968 by signature, in accordance with article XII (a).

*Article III*

To enable the Association to discharge effectively its responsibilities in Kenya under this programme, the Government of Kenya is ready to receive a Resident Representative (and supporting staff) from the Association.

*Article IV*

The Association shall:

(a) Be responsible for the pre-assignment training of volunteers prior to their arrival in Kenya.

(b) Meet the cost of social insurance, allowances and international transportation in respect of each volunteer.

(c) Furnish the volunteers with such personal and professional equipment, including motor vehicles and motor cycles, as is deemed necessary for the affective execution of the projects to which the volunteers are assigned. Agreement shall be reached beforehand between the two Governments in respect of the volume of these consignments and the manner in which they are to be delivered. The equipment in question shall remain the property of the Association unless by mutual agreement its ownership is vested in the Government of Kenya.

*Article V*

The Government of Kenya shall:

(a) Exempt the volunteers from the payment of direct taxes and social security contribution in respect of any emoluments received by them from Danish sources for their services under the present Agreement.

(b) Exempt from the payment of customs duties the new or used personal effects imported by the volunteers within three months of their first arrival in Kenya.

(c) Exempt from all import and export duties and other public charges the funds, equipment, materials and supplies provided by the Association in connection with the successful implementation of the project to which volunteers have been assigned.

(d) Permit the exchange of funds referred to under paragraph (a) and (c) of this Article at the highest rate permitted under existing Kenyan legislation.

(e) Be responsible for the clearance and temporary storage at the port of arrival in Kenya of the equipment made available by the Association and also for the insurance and transportation of such equipment from the port of arrival to the duty station of the volunteers for whom the equipment is intended.

(f) Make provision for the duty-free importation by the Association or the purchase from bond of a limited number of motor vehicles as needed to enable the volunteers, the Resident Representative and staff members to perform their

duties. The implementation of this concession shall be discussed in each case between the Government of Kenya and the authorised representative of the Association. Where this concession is extended by mutual agreement the vehicle must be owned, taxed and insured by the Association which will also undertake the responsibility for its maintenance and repair. If the vehicle is sold in East Africa duty will be payable at the appropriate rates at the time of the sale unless re-sold to a person or an organisation similarly privileged.

(g) In consultation with the Resident Representative of the Association coordinate and prepare adequately the assignments of the volunteers giving particular attention to the local support facilities necessary to ensure the success of any particular project.

#### *Article VI*

The Government of Kenya shall grant the volunteers:

(a) The entry, working and residence permits free of charge as and whenever required in connection with the implementation of the programme.

(b) Rent free housing with basic furniture at places where they are to perform their duties. Alternatively, the Government of Kenya agrees to pay each volunteer a straightforward allowance of Shs 300/- per month if suitable housing is not available from Government sources.

(c) The same medical facilities as are extended to Kenya Government civil servants.

(d) Transportation when on duty or the payment of a mileage allowance at the same rates as are applicable from time to time for Government officers travelling on duty.

(e) Internal transportation from their point of entry and departure in Kenya to their duty stations.

#### *Article VII*

(a) In respect of any damage to a third party caused by a volunteer in connection with the performance of a task assigned to him or her under the present Agreement, the Republic of Kenya shall be liable in his or her place. Any claim against the volunteer shall to that extent be precluded.

(b) A claim for reimbursement, irrespective of its legal foundation, shall not be preferred by the Republic of Kenya against a volunteer except in the event of his or her deliberate intention or gross negligence.

(c) In the event of an undertaking to meet any claim on behalf of a volunteer, in accordance with the provisions of this article, the Government of Kenya shall be entitled to exercise and enforce the benefit of any right of set-off, counterclaim, indemnity, contribution, guarantee, defence or insurance to which such volunteer is entitled.

(d) The Government of Denmark shall place at the disposal of the Government of Kenya any information or other assistance required for the handling of any case to which the provision of this Article relates.

#### *Article VIII*

In the event of arrest or detention of a volunteer, his spouse or dependants, or of criminal proceedings being instituted against them, the Ambassador of Denmark and the Resident Representative of the Association shall be notified immediately.

#### *Article IX*

(a) The Government of Kenya shall have the right to demand the recall of any volunteer whose work or conduct is unsatisfactory in the eyes of the Government of Kenya and will in such case consult the Resident Representative of the Association with a view to arranging for the repatriation of the volunteer.

(b) Similarly, the Association will have the right to recall any volunteer after consultation with the Government of Kenya.

(c) 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 of the Association and given the institution to which he is assigned a reasonable notice.

#### *Article X*

The provisions of the present Agreement shall also apply when volunteers are dispatched to the University College, Nairobi, or to other quasi Government or private organizations subject to mutual agreement between the Government of Kenya and the Association.

#### *Article XI*

The provisions and concessions contained in paragraph (a), (b), (d) and (f) of Article V and in paragraph (a) of Article VI of the present Agreement shall equally apply to the Resident Representative of the Association in Kenya and to two of his administrative assistants recruited from overseas.

#### *Article XII*

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

(b) This Agreement shall also apply to volunteers already working in Kenya at the time of signature.

(c) The parties shall be relieved from the obligations of this Agreement in case of force majeure. It shall be interpreted to mean the operation of unforeseen circumstances not connected with and beyond the control of either of the parties, making it materially impossible for them to perform their obligations under this Agreement.

Such circumstances may include an Act of God, blockade, war or other similar occurrences.

DONE at Nairobi this 28th day of June Nineteen Hundred and Sixty Eight in duplicate in the English language.

For the Government of the Republic of Kenya:

T. J. MBOYA

For the Royal Danish Government:

K. Helveg PETERSEN

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