

No. 9414

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**DENMARK**  
and  
**MALAWI**

**Agreement on the establishment of a Technical  
Training Centre in Malawi. Signed at Blantyre on  
3 September 1968**

*Authentic text : English.*

*Registered by Denmark on 19 February 1969.*

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**DANEMARK**  
et  
**MALAWI**

**Accord concernant la création d'un Centre technique  
de formation au Malawi. Signé à Blantyre le  
3 septembre 1968**

*Texte authentique : anglais.*

*Enregistré par le Danemark le 19 février 1969.*

AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF DENMARK AND THE GOVERNMENT OF MALAWI ON THE ESTABLISHMENT OF A TECHNICAL TRAINING CENTRE IN MALAWI

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The Government of Denmark and the Government of Malawi, being desirous of strengthening the friendly relations between the two countries and their populations and recognising their mutual interest in promoting their economic and technical development, particularly by providing means for education and training, have agreed as follows :

*Article 1*

The two Governments will jointly establish a training centre for Malawians, to be known as " the Denmark-Malawi Technical Training Centre", hereinafter referred to as the " Centre ". The object of the Centre is to hold practical courses of 1-9 months' duration designed to provide basic training for Malawians in trades of special importance to the development of Malawi. Initially, teaching programmes will be concentrated on metal, building and construction trades.

*Article 2*

The activities of the Centre will be organised as follows :

(a) In the first year after its establishment the Centre will arrange courses in the following fields of activity :

- (i) courses of about three months' duration in house and road building ;
- (ii) similar courses in forging and engineering work ;
- (iii) pre-apprenticeship courses of about six months' duration for prospective apprentices ;

(b) From and after its second year, the Centre may, to such extent as may be feasible with the available equipment and teaching staff, establish a second stream to the existing courses and hold *ad hoc* courses on the recommendation of the authorities of Malawi ;

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<sup>1</sup> Came into force on 3 September 1968 by signature, in accordance with article 12.

(c) When the Centre is fully established, as indicated in Article 5, its teaching capacity will be sufficient for 72 trainees. For up to three months a year, an additional 12 trainees will be able to follow *ad hoc* courses ;

(d) The Centre will be organised with a view to attaining optimal flexibility in the subjects taught and the forms of training offered.

### Article 3

Denmark's commitments under this Agreement comprise :

- (a) recruitment, payment of international travel expenses, salaries and insurance for the Danish staff referred to in Article 5 (a) ;
- (b) payment of up to M. £ 50,570 for the buildings required at the Centre for teaching purposes and furniture and equipment for these buildings ;
- (c) provision to the Centre of teaching equipment, transport, office equipment and supplies, technical literature, and a generator for the Centre's electricity supply, up to the value of M. £ 52,145 ;
- (d) payment of up to M. £ 27,200 for construction of dwellings for 5 families in the Blantyre-Limbe area for the Danish Project Manager and for the four permanent Danish Instructors.

### Article 4

Malawi's commitments under this Agreement comprise :

- (a) procurement of a suitable site for the Centre at Nasawa ;
- (b) in the interim period between the arrival of the first Danish instructor and the completion of the buildings to be used for the Centre's teaching activities provision of premises suitable for teaching ;
- (c) the provision and payment of water supplies to the Centre ;
- (d) procurement of a suitable site in the Blantyre-Limbe area for the dwellings for five families of the Danish staff referred to in Article 3 (d) ; and of furniture for these dwellings of a standard equal to that which applies to employees of the Government of Malawi being of equal status and entitled to housing under their terms of appointment ;

- (e) erection, in the immediate vicinity of the Centre, of suitable dwellings for the Malawian instructors referred to in Article 5 (b) and provision of suitable dwellings for other Malawian staff ;
- (f) recruitment and payment of salaries and other expenses for the Malawian personnel referred to in Article 5 (b) ;
- (g) all expenses incidental to the selection, transportation, board and lodging, clothing, pocket money, etc. of trainees and medical and social services and facilities to the same extent as that which is provided for trainees of similar institutions operated by the Government of Malawi ;
- (h) all other expenses which are required for the proper operation of the Centre and which are not listed among Denmark's commitments under Article 3, including replenishment of teaching and office supplies used for Centre activities, all fuels used by the Centre including fuel for its generator and vehicles, expenses for postage and freight inside Malawi, and official telephone expenses, maintenance and clearing of the Centre's building and equipment, and maintenance of the dwellings of Danish and Malawian staff and of all equipment, etc. supplied by Denmark ;
- (i) all bulk supplies under item (h) above needed for the current operations and maintenance of the Centre except such supplies as are purchased from Denmark, by Danish funds, shall be purchased by the Malawi Young Pioneers. Such items and services as are not provided by the Malawi Young Pioneers may be purchased by the Danish Project Manager out of contingency funds provided to him by the Malawi Young Pioneer Organisation. The Danish Project Manager will account twice yearly to the Malawi Young Pioneer Organisation for the expenditure of these contingency funds ;
- (j) in consultation with the Government of Denmark to arrange for the erection at the expense of Denmark, of the buildings to be used for teaching referred to in Article 3 (b) and the dwellings for Danish staff referred to in Article 3 (d), as soon as possible after the signing of this Agreement. The construction will be governed by the same rules that apply to public building operations in Malawi ;
- (k) to exempt :
  - (i) all supplies, equipment, vehicles, materials, etc., supplied by the Government of Denmark in pursuance of Article 3 (c) for the project, from all import duties and other charges ;

- (ii) and the dwellings, site and buildings for the Danish staff from any property tax and other charges, or pay such charges itself.

#### *Article 5*

The Centre will be staffed in accordance with the following arrangements :

(a) The regular staff of the Centre will initially consist of a Danish Project Manager and two Danish instructors. During the first two project years two more Danish instructors will be added when the scope of the teaching activities renders this addition necessary.

In the first project year, a Danish clerical assistant will be assigned to the project to be in charge of day to day administration of the Centre in collaboration with a Malawan assistant who is to be trained to take over this work alone after the end of the first project year.

A Danish instructor for the *ad hoc* courses will be assigned to the project from and after the second project year, insofar as his services are needed.

(b) The Centre's Malawian staff will initially comprise four assistant instructors, a clerical assistant, a driver and one stationhand.

In the course of the period covered by this Agreement the Malawian staff will be increased so as to number up to six assistant instructors. In the course of the third and fourth project years it is intended to promote four assistant instructors to the rank of instructor. Before the end of the second project year the Malawian staff will be increased by one more stationhand.

It is intended that during the course of the first two project years a suitable counterpart will be selected for supplementary training, on the completion of which he will take over the management of the Centre on the expiry of this Agreement. It is intended that he should be appointed assistant project manager by the end of the fourth project year. All Malawian staff will be selected by the Malawi Young Pioneer Organisation in consultation with the Danish Project Manager.

#### *Article 6*

The Government of Malawi will ensure that Danish staff at the Centre will always be treated in a manner no less favourable than that enjoyed by technical assistance personnel assigned to Malawi by other countries. In particular the Government of Malawi will :

- (a) pay subsistence allowances to Danish staff under the same regulations as those which apply to staff of comparable status employed by the

Government of Malawi, during journeys undertaken in connection with Centre activities or by special arrangement with Malawi authorities ;

- (b) pay mileage allowances during such journeys under the regulations indicated in item (a) above, if a staff member is travelling in his own vehicle ;
- (c) provide free out-patient and subsidised in-patient medical facilities, and limited free dental facilities to the same extent as are provided to expatriate civil servants ;
- (d) grant immunity from legal process for Danish staff in respect of words spoken or written and all acts performed by the staff in the exercise of its official duties ;
- (e) assume all responsibilities for damage caused by the Danish staff in the exercise of its official duties ;
- (f) hold harmless the Government of Denmark against any and all liability from damage caused in connection with assistance provided. In the event that the Government of Malawi shall make any payment under the terms of this clause the said Government shall be entitled to exercise all the rights, claims and immunities which Denmark could have exercised against third parties. This clause shall not apply with respect to any claim against Denmark for injuries incurred by Danish staff members.

#### *Article 7*

The Malawi Young Pioneer Organisation will be in charge of all questions relating to board and lodging for trainees and matters relating to activities taking place outside working hours. An officer responsible for these questions will be appointed by the Malawi Young Pioneer Organisation.

The Danish Project Manager will be in charge of teaching methods, curriculum and other educational matters at the Centre. Questions relations to trainees' discipline during teaching periods will be decided jointly by the above mentioned Malawi Young Pioneer officer and the Danish Project Manager.

#### *Article 8*

Trainees will be selected jointly by the Office of the President and the Danish Project Manager as follows :

- (a) For the courses referred to in Article 2 (a) (i) and (ii) particularly suited trainees will be selected. The selection should be made with a view to

the fact that the trainees after having completed their training at the Centre should be qualified to participate in resettlement projects as farmers or professional tradesmen ;

(b) For the course referred to in Article 2 (a) (iii) trainees will be selected who meet the requirements for access to technical schools, in consultation with the Malawi Apprenticeship Board ;

(c) Additional training activities, other than those mentioned in Article 2 (a), and the selection procedure for trainees for such activities, may be agreed upon from time to time by the Governments of the two countries.

### Article 9

As soon as possible after the signing of this Agreement a Consultative Committee shall be set up for the Centre.

(a) The Consultative Committee shall be composed as follows :

- (i) representatives from each of the following Malawi Government Departments—
- Office of the President and Cabinet
  - Office of the President and Cabinet (Establishments)
  - Ministry of Education
  - Ministry of Labour
  - Ministry of Finance
  - Ministry of Works and Supplies ;
- (ii) representatives of the Malawi Young Pioneers Organisation ;
- (iii) the Malawian Assistant Project Manager, when appointed ;
- (iv) representatives of the Danish Government who will be—
- The Danish Ambassador to Malawi
  - The Danish Consul in Blantyre
  - The Danish Project Manager
  - A person appointed by the Government of Denmark *ad hoc*.

(b) The Chairman of the Consultative Committee shall be appointed by the Government of Malawi.

(c) The Consultative Committee shall meet not less than once a year to discuss an annual report on the activities of the Centre, which shall be prepared by the Danish Project Manager. It may make recommendations on the objectives and operations of the Centre. Meetings may, as needed, be called by the Chairman. The Consultative Committee may set up working groups to consider special questions.

*Article 10*

The items provided by Denmark will become the property of the Malawi Government in accordance with the following arrangements :—

(a) The buildings of the Centre to be erected by Denmark shall become the property of the Malawi Government upon their completion ;

(b) The equipment, materials and supplies, to be provided by Denmark, shall become the property of the Malawi Government upon their arrival in Malawi ;

(c) The dwellings for the Danish staff shall become the property of the Malawi Government upon the expiry of this Agreement.

All the buildings, equipment, materials and supplies mentioned above shall remain available without restriction for the purposes of the Centre.

*Article 11*

Matters relating to the implementation of this Agreement shall, if needed, be stipulated in a Protocol to be attached to this Agreement.

*Article 12*

(a) This Agreement shall enter into force on the date of its signature and shall remain in force for five years from the day of signature. It may be terminated before the end of the five year period by either party, subject to six months' notice of termination in writing addressed to the other party.

(b) This Agreement may be amended by an exchange of letters between the two Governments.

(c) The two Governments shall consult on any matter concerning this Agreement, at the request of either Government.

DONE at Blantyre on the 3rd September, 1968, in the English language.

For the Government  
of the Kingdom of Denmark :

Bent PONTOPPIDAN  
Assistant Head of Department,  
Ministry of Foreign Affairs

For the Government  
of the Republic of Malawi :

J. Z. U. TEMBO  
Minister of Finance