

No. 9932

**DENMARK
and
UGANDA**

**Agreement on the establishment of a School for Public
Health Dental Assistants. Signed at Entebbe on
20 June 1969**

Authentic text : English.

Registered by Denmark on 3 October 1969.

**DANEMARK
et
OUGANDA**

**Accord en vue de la création d'une école d'assistants
dentistes de la santé publique. Signé à Entebbe le
20 juin 1969**

Texte authentique : anglais.

Enregistré par le Danemark le 3 octobre 1969.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF DENMARK AND THE GOVERNMENT OF THE REPUBLIC OF UGANDA ON THE ESTABLISHMENT OF A SCHOOL FOR PUBLIC HEALTH DENTAL ASSISTANTS

The Government of Denmark and the Government of the Republic of Uganda being desirous of further strengthening the friendly relations between their people and recognising the mutual interest in the economic and technical development of their countries have agreed as follows :

Article 1

The two governments will jointly establish and operate a school for training of public health dental assistants (hereinafter referred to as "the School"). The purpose of the School will be to provide Uganda with facilities of training of auxiliary dental personnel in order to improve the dental health in Uganda.

Article 2

(a) When the School is fully established its teaching capacity shall be sufficient for 70 trainees and an annual production of 25 public health dental assistants.

(b) The training shall comprise two years of theoretical teaching and practical exercises at the School followed by one year of practical work in the field. Final examination shall take place at the School after the 3rd year.

(c) The curriculum will be laid down jointly by the Government of Denmark and the Government of the Republic of Uganda and in consultation with the World Health Organisation (WHO).

Article 3

The Government of Denmark shall ensure :

(a) Recruitment of Danish staff, referred to in Article 5, as well as payment of its salaries, insurance, and international travel expenses ;

¹ Came into force on 20 June 1969 by signature, in accordance with article 12.

(b) payment within the limits of funds allocated, for :

- (i) designs and lay-outs necessary for the construction of the School as well as the transport of equipment from Denmark to the site;
- (ii) the erection of a school building with class rooms, laboratories and office facilities all including equipment, furniture and fittings;
- (iii) the erection and furnishing of a hostel for 70 students including five flats for the Danish junior staff;
- (iv) the erection of four staff houses for the Danish senior teachers including the director;
- (v) the provision of a complete stock of materials for the training;

(c) all the items mentioned in Article 3 (b), (ii) (iii) and (iv) shall form part of the buildings of the School. The title to the land on which the said buildings will stand shall belong to the Government of Uganda or its nominee;

(d) the standard of the items mentioned in Article 3 (b) shall be in conformity with the standards laid down by World Health Organisation and the law of Uganda;

(e) within the limits of funds allocated for this purpose to cover:

- (i) in the first three years after the establishment of the School all expenses required for the proper operation of the training, i.e. the replenishment of training and office supplies and maintenance of the school building and equipment;
- (ii) in the fourth year 50 per cent and in the fifth year 25 per cent of the expenses referred to in item (c) (i) of this Article.

Article 4

The Government of Uganda shall ensure :

(a) the procurement of a suitable site for the school near the Mulago Hospital;

(b) the provision of and payment for public utilities such as water, electric power, gas, lighting, sewage, and telephone installations;

(c) the procurement of a suitable site for the dwellings referred to in Article 3 (b) (iv) and of hard furniture for these dwellings of a standard equal

to that which applies to employees of the Government of the Republic of Uganda being of comparable status and entitled to housing under their terms of appointment;

(*d*) the erection of suitable dwellings for the Ugandan staff referred to in Article 5 (*b*) (*i*);

(*e*) the recruitment of Ugandan staff and payment of salaries and all other expenses for this staff;

(*f*) all other expenses which are required for the proper operation of the School and which are not listed among Denmark's commitments under Article 3, including all fuels used by the School, expenses for postage and freight inside Uganda, and official telephone expenses, insurance of the buildings and the equipment of the School in accordance with separate agreement, and maintenance of the dwellings of the Danish and Ugandan staff;

(*g*) in the fourth year after the establishment of the school to cover 50 per cent and in the fifth year 75 per cent of the expenses listed in Article 3 (*c*) (*i*);

(*h*) all expenses incidental to the selection, transportation, board, uniform, pocket money etc. of trainees and medical and social services and other facilities to the same extent as that which is provided for trainees of similar institutions operated by the Government of the Republic of Uganda;

(*i*) in consultation with the Government of Denmark to facilitate the erection, at the expense of Denmark, of the buildings to be used for training, referred to in Article 3 (*b*) (*ii-iii*), and the dwellings for the Danish staff, referred to in Article 3 (*b*) (*iv*) as soon as possible after the signing of this Agreement;

(*j*) to exempt :

(*i*) all supplies, equipments, materials, etc. supplied by the Government of Denmark in pursuance of Article 3 (*b*) (*ii-iv*) for the project, from all import duties and other charges;

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

(*k*) the funds referred to in item (*f*) and (*g*) above shall be made available in the form of quarterly advance payments to the Director who shall be responsible for their proper use and submit to both the Government of Uganda and Government of Denmark detailed accounts thereof.

Article 5

The School will be staffed as follows :

(a) Danish staff :

- (i) in the first five years a director, three senior teachers, one chair side assistant, one dental mechanic;
- (ii) in the first three years two junior teachers, and one x-ray operator;

(b) Ugandan staff :

- (i) two junior teachers as soon as they are available;
- (ii) other staff necessary for the proper training and operation of the School such as chair side assistants, x-ray assistants, clerks, care-takers, etc.

(c) After the third year the Government of the Republic of Uganda shall provide the whole staff of junior teachers.

(d) In the third or fourth year counterparts for the Danish staff will be appointed by the Government of the Republic of Uganda and in consultation with the Government of Denmark.

Article 6

The legal status of Danish staff members and their dependents shall be in conformity with the provision of Article 6 in the Agreement of 3rd July, 1968,¹ on Technical Co-operation between the Government of Denmark and the Government of the Republic of Uganda.

Article 7

The Ugandan authorities will be responsible for all questions relating to the extra curricular activities of the trainees. Subject to the laws and regulations of the Republic of Uganda regarding educational training the Director of the School or his representative will be responsible for the teaching at the School and will also be in charge of the discipline of the School.

Article 8

Trainees shall be selected jointly by the Government of the Republic of Uganda and the Director of the School.

The entrance requirements shall be :

1. Cambridge School Certificate or an equivalent education.
2. Satisfactory medical certificate.
3. Satisfactory dental certificate.

¹ United Nations, *Treaty Series*, vol. 660, p. 371

Article 9

As soon as possible after the signing of this Agreement an Advisory Committee shall be set up for the School.

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

(i) One Representative from each of the following Ugandan Government Ministries/Departments and Makerere University College :

1. Health
2. Planning & Economic Development
3. Education
4. Finance
5. Makerere University College.

(ii) Representatives of the Danish Government :

- The Danish Ambassador to Uganda, to attend as required,
A representative from the Danish Ministry of Foreign Affairs, to attend as required,
The Director of the School or his representative,
A Danish citizen appointed by the Government of Denmark.

(b) The chairman of the Advisory Committee shall be appointed by the Government of the Republic of Uganda.

(c) The Advisory Committee shall meet no less than once a year to discuss an annual report on the activities and the finances of the school, which shall be prepared by the Director. It may make recommendations on the objectives and operations of the School. Meetings may, as needed, be called by the Chairman. The Advisory Committee may set up working groups to consider special questions.

Article 10

(a) On expiry of this Agreement the buildings of the School to be erected by Denmark as well as the equipment, materials and supplies to be provided by Denmark shall become the property of the Government of the Republic of Uganda.

(b) The Government of the Republic of Uganda will upon the expiry of this Agreement on its own account carry on the activities of the School.

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 until 5 years after the erection of the School.

It may be terminated before the end of this period by either party subject to 6 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.

IN WITNESS HEREOF the undersigned, duly authorized by their respective Governments, have signed this Agreement.

DONE on 20th June 1969 at Entebbe in the English language.

For the Government of the Kingdom of Denmark :

Birger ABRAHAMSON

For the Government of the Republic of Uganda :

J. W. LWAMAFU
