

**No. 10794**

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**DENMARK  
and  
ZAMBIA**

**Agreement on technical co-operation. Signed at Copenhagen  
on 11 July 1968**

*Authentic text: English.*

*Registered by Denmark on 19 October 1970.*

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**DANEMARK  
et  
ZAMBIE**

**Accord de coopération technique. Signé à Copenhague le  
11 juillet 1968**

*Texte authentique : anglais.*

*Enregistré par le Danemark le 19 octobre 1970.*

AGREEMENT<sup>1</sup> ON TECHNICAL CO-OPERATION BETWEEN  
THE GOVERNMENT OF DENMARK AND THE  
GOVERNMENT OF THE REPUBLIC OF ZAMBIA

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*Preamble*

This Agreement sets out the general terms and conditions on which the Government of Denmark will provide personnel, training and other technical assistance to the Government of the Republic of Zambia.

*Article I*

Danish personnel serving under this Agreement will comprise two categories, defined as follows:

“Operational personnel” are officers who are recruited through the Danish Secretariat for Technical Co-operation appointed and paid by the Government of the Republic of Zambia to fill an established staff post in public or semipublic agencies, and whose salaries are subsidised by the Danish Government. Contracts of service shall be concluded between the Government of Zambia and the individual operational officer. The content of each contract shall be communicated in advance to the Danish Government.

Contracts shall also be concluded between the Danish Government (represented by the Danish Government (represented by the Danish Secretariat for Technical Co-operation) and the individual operational officer.

“Experts” are officers recruited through the Danish Secretariat for Technical Co-operation whose salaries are paid in full by the Danish Government.

In the following provisions of this Agreement the term “officer” is used for both categories of personnel.

*Article II*

1. The assignment of each officer or group of officers and each training project provided by the Government of Denmark to the Govern-

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<sup>1</sup> Came into force on 11 July 1968 by signature, in accordance with article XI, section (1).

ment of the Republic of Zambia shall be covered by a separate exchange of notes or letters between representatives of the two Governments.

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

### *Article III*

The Government of Denmark will pay:

1. the cost of international travel to and from Zambia for officers. Travel expenses will also be paid for the families of officers assigned for more than 6 months;
2. the cost of transportation to and from Zambia of personal effects belonging to officers assigned for less than 6 months and personal and household effects belonging to officers assigned for more than 6 months and their families;
3. (a) for experts:  
all salaries and allowances accruing to experts for services in Zambia under this Agreement, other than the allowances provided for in Article IV;
- (b) for operational personnel:  
allowances in addition to salaries and other emoluments paid by the Government of Zambia under Article IV, A.

### *Article IV*

The Government of the Republic of Zambia will pay:

- A. salaries as specified below:  
operational personnel  
salaries and related emoluments not less than the amounts which officers of the Republic of Zambia of comparable rank would receive.
- B. accommodation as specified below:  
(a) experts assigned for more than 6 months  
housing with hard furnishings for experts and their families; housing and furnishing to be of the same standard as that provided for officers of the Government of the Republic of Zambia of comparable status whose terms of appointment specify an entitlement to housing on payment of a 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 Zambia will fulfill its

obligation 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 standards which an officer of the Government of the Republic of Zambia of comparable status might reasonably expect; subsistence allowances during official journeys will be paid at the same rates as for officers of the Government of the Republic of Zambia of comparable rank;

(b) experts assigned for less than 6 months

such accommodation as may be agreed between the two parties as being appropriate for the length and nature of the expert's assignment; if the expert is housed in a hotel, the Government of the Republic of Zambia will fulfill its obligation 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 Zambia of comparable status might reasonably expect; if the expert is housed in fully furnished quarters or in a Government hostel, 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 Zambia of comparable rank;

(c) operational personnel

accommodation of the same type as for other expatriate contract officers; rent to be charged the officer at the rates in force for such officers of comparable status.

C. other facilities for all officers

(a) local support for the work of the officer, including office and/or laboratory space with all the normal facilities thereof, secretarial services and/or laboratory assistants, and free postage and telecommunications for official purposes;

(b) local transport for official journeys of the officer to the same extent as provided for officers of the Government of the Republic of

Zambia of comparable status. If circumstances require the officer to use his personal motor car for official journeys he shall be entitled to mileage allowance at the same rates as those paid to officers of the Government of the Republic of Zambia;

(c) transport from the point of entry to the duty station on arrival in Zambia and from the duty station to the point of departure at the end of the assignment for the officer, his personal belongings, and, in the case of an assignment for more than 6 months, these costs will also be paid for his family and for his personal and household effects;

(d) medical services and facilities for the officer and, in the case of an assignment for more than 6 months, also for his family to the same extent as provided for an officer of the Government of the Republic of Zambia, and his family;

(e) the assistance in clearance through customs of the personal and, in the case of assignment for more than 6 months, household effects of the officer to the same extent as is provided for technical assistance personnel of other countries serving in Zambia.

#### *Article V*

1. The terms of reference of each assignment for which an officer is provided under the terms of this Agreement will be specified in the notes or letters referred to in Article II. 2.

2. The Government of the Republic of Zambia shall have the right to request the recall of any officer whose work or conduct is unsatisfactory; before exercising such right the Government of the Republic of Zambia undertakes to consult with the Government of Denmark.

The Government of Denmark shall have the right to recall any officer at any time; before exercising such right the Government of Denmark will consult with the Government of Zambia. In case of recall, the Government of Denmark will make every effort to obtain a replacement for the recalled officer if the Government of the Republic of Zambia so requests.

3. In carrying out his assignment every officer will be subject to the instructions and to such laws of the Government of the Republic of Zambia as are not inconsistent with the provisions of this Agreement.

4. The Government of the Republic of Zambia shall permit Danish officers to take such leave during their assignment as shall be agreed and specified in the notes or letters relating to the assignment.

#### *Article VI*

The Government of the Republic of Zambia will ensure that Danish

officers and their families will always be treated in a manner no less favourable than that enjoyed by technical assistance personnel assigned to Zambia by other countries.

*Article VII*

1. The Government of the Republic of Zambia undertakes that officers 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) be accorded the same privileges in respect of exchange control facilities as are accorded to technical assistance personnel of other countries of comparable rank serving in Zambia.

2. The Government of the Republic of Zambia will:

- (a) make provision for the exemption from income tax, and any other personal tax, graduated tax, and development tax of officers 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 projects approved in accordance with Article II;
- (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 possession of the officers in their former places of residence, provided that the same are imported into the country within three months of arrival in Zambia of the officer. Personal effects to be deemed to include: radio, photographic equipment, record player, tape recorder, refrigerator, and air conditioning unit;
- (d) exempt 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 Zambia out of duty free stock, provided that a motor vehicle imported under these privileges shall be liable for such duties and taxes if resold to a person in Zambia, unless resold to a person entitled to the same privileges;
- (e) 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;

- (f) ensure that all officers and their families appointed to the Republic of Zambia pursuant to the terms of this Agreement shall enjoy the full protection of the law.

#### *Article VIII*

The provisions of the present Agreement shall apply equally to Danish officers who are already carrying out their activity in Zambia under the technical co-operation between the two Governments, as well as to their families.

#### *Article IX*

Upon completion of any action of technical co-operation the Contracting Parties will consult each other in order to analyse its results.

#### *Article X*

##### Student training

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

2. For each trainee who is a citizen of Zambia and for whom the Government of Denmark undertakes to provide training in Denmark under this Agreement, the Government of Denmark will pay:

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

3. For each trainee for whom the Government of Denmark undertakes to provide training in Denmark under this Agreement, the Government of the Republic of Zambia will pay:

- (a) internal travel costs between the trainee's duty station and the point of departure and the corresponding costs on his return to Zambia;

- (b) that portion of the trainee's salary allowed him under current regulations to enable him to continue to meet his financial obligations in Zambia;
- (c) clothing allowance.

*Article XI*

1. This Agreement shall apply as from the date of its signature and remain in force until terminated by either Party at six months' notice in writing.

2. Any officer having started his service under this Agreement shall complete that service under continued application of the provisions of the Agreement.

IN WITNESS WHEREOF the undersigned, duly authorized by their respective Government, have signed this Agreement.

DONE in duplicate at Copenhagen this eleventh day of July 1968 in the English language.

For the Government of Denmark:

K. HELVEG PETERSEN

For the Government of Zambia:

R. C. KAMANGA

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