

No. 11009

**DENMARK
and
BOTSWANA**

**Agreement of technical co-operation Signed at Copenhagen
on 16 November 1970**

Authentic text : English.

Registered by Denmark on 17 March 1971.

**DANEMARK
et
BOTSWANA**

**Accord de coopération technique. Signé à Copenhague
le 16 novembre 1970**

Texte authentique : anglais.

Enregistré par le Danemark le 17 mars 1971.

AGREEMENT¹ OF TECHNICAL CO-OPERATION BETWEEN
THE GOVERNMENT OF THE KINGDOM OF DENMARK
AND THE GOVERNMENT OF THE REPUBLIC OF BOTS-
WANA

Preamble

The Government of the Kingdom of Denmark and the Government of the Republic of Botswana desirous of strengthening the legal and institutional framework of their technical co-operation have made the following Agreement.

Article I

The Government of Denmark will make available to the Government of Botswana such personnel, material resources and training opportunities as shall in each case be determined by the two Parties. The Government of Botswana will ensure the effective utilization of the said personnel, resources and opportunities.

Article II

In matters relating to the implementation of this Agreement and Specific Agreements subsidiary thereto the Contracting Parties will, unless otherwise provided for, be represented respectively by the Danish International Development Agency (hereinafter referred to as DANIDA) and the Botswana Ministry of Finance and Development Planning.

Article III

Personnel provided by the Danish Government under this Agreement will comprise two categories, defined as follows :

Operational personnel are officers who are recruited through DANIDA appointed and paid by the Government of Botswana to fill an established staff post in the service of the Government of Botswana or in such other services as the two Parties may agree, and whose salaries are subsidised

¹ Came into force on 16 November 1970 by signature, in accordance with article XIII(1).

by the Danish Government. Contracts of service shall be concluded between the Government of Botswana and the individual operational officer. The contents of each contract shall be communicated in advance to the Danish Government.

Contracts shall also be concluded between the Danish Government (represented by DANIDA) and the individual operational officer.

Experts are officers recruited through DANIDA 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 IV

1. The Government of Botswana will in each case provide DANIDA with a complete job description for the officer wanted defining the duties of the post as well as the essential and desirable qualifications of the candidate.

DANIDA will provide the Government of Botswana with all information necessary for the appraisal of the candidates such as training and previous professional experience.

2. The Authorities Competent will decide in which cases counterparts shall be assigned by the Government of Botswana to personnel made available by the Danish Government within the framework of this Agreement or other measures to be devised in order to achieve the desired objectives.

3. The assignment of each officer or group of officers and each training project provided by the Government of Denmark to the Government of Botswana shall be covered by a separate exchange of notes or letters between representatives of the two Governments.

4. 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 V

The two Governments will jointly bear the financial costs of the technical co-operation carried on under the provisions of this Agreement.

Article VI

The Government of Denmark will be responsible for providing :

- 1) the cost of international travel to and from Botswana 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 Botswana 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 Botswana under this Agreement, other than the allowances provided for in Article VII;
- (b) *for operational personnel* :
allowances in addition to salaries and other emoluments paid by the Government of Botswana under Article VII A.

Article VII

The Government of Botswana will be responsible for providing :

A. *Salaries* as specified below :

operational personnel

salaries and related emoluments not less than the amounts which officers of the Government of Botswana of comparable rank would receive;

B. *Accommodation* as specified below :

(a) *for experts*

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 Botswana 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.

(b) *for 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) *for all officers*

If the officer initially resides in a hotel, the Government of Botswana will fulfil its obligation by refunding to the officer 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 officer are not above the standards which an officer of the Government of Botswana of comparable status might reasonably expect.

C. *Other facilities*

- (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 Botswana 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 Botswana;
- (c) transport from the point of entry to the duty station on arrival in Botswana 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 of more than 6 months, also for his family to the same extent as provided for citizens of Botswana;
- (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 Botswana.

Article VIII

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 IV.3.

If agreed upon between DANIDA and the Government of Botswana an officer may be transferred from one post to another during the period of assignment.

2. The Government of Botswana shall have the right to request the recall of any officer whose work or conduct is unsatisfactory; before exercising such right the Government of Botswana will 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 Botswana. In case of recall, the Government of Denmark will make every effort to obtain a replacement for the recalled officer if the Government of Botswana so requests.

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

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

Article IX

1) The Government of Botswana 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 Botswana.

2. The Government of Botswana 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 IV;
- (c) ensure that no currency or foreign exchange controls be imposed on funds brought into Botswana by DANIDA for purposes entered into in accordance with this Agreement, provided that bank accounts for such funds shall be used exclusively for such purposes, and that balances on such accounts shall be fully transferable into Danish or any other convertible currency;
- (d) make provision for the exemption from all import duties and taxes on clothes 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 Botswana of the officer. Personal effects to be deemed to include : radio, television set, photographic and cine equipment, record player, tape recorder, refrigerator, and air conditioning unit;

- (e) make provision for the exportation free of duty of aforementioned goods upon termination of the service period;
- (f) exempt experts from all duties and taxes imposed on the import and export of a motor vehicle, for the personal use of the experts, provided that a motor vehicle imported under these privileges shall be liable for such duties and taxes if resold to a person in Botswana, unless resold to a person entitled to the same privileges;
- (g) indemnify the Danish Government and officers serving in Botswana in accordance with this Agreement and hold these harmless against any liability, suits, 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 Botswana;
- (h) ensure that all officers and their families appointed to Botswana pursuant to the terms of this Agreement shall enjoy the full protection of the law;
- (i) notify the Danish Embassy immediately in the event of arrest or detention of an officer made available by the Danish Government, their spouses or dependants, or if criminal proceedings being instituted against them.

Article X

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

Article XI

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

Article XII

Student training :

1. Fellowships for post graduate studies in Denmark will be available for candidates duly nominated and selected by the Government of Botswana.
2. For each trainee who is a citizen of Botswana 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 allowance, subsistence allowance.

3. For each trainee for whom the Government of Denmark undertakes to provide training in Denmark under this Agreement, the Government of Botswana 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 Botswana;
- (b) that portion of the trainee's salary allowed him under current regulations to enable him to continue to meet his financial obligations in Botswana;
- (c) clothing allowance.

Article XIII

1. This Agreement shall apply as from the date of its signature and remain in force until terminated by either Party at six month's 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 in two copies in the English language at Copenhagen on this sixteenth day of November 1970.

For the Government of Denmark :

H. BAUNSGAARD

For the Government of Botswana :

SERETSE KHAMA