

**No. 11194**

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**DENMARK, FINLAND, NORWAY and SWEDEN,  
and  
KENYA**

**Agreement on co-operative assistance to Kenya (with annex  
and memorandum of understanding). Signed at Nairobi  
on 16 August 1967**

**Subsidiary Agreement to the above-mentioned Agreement.  
Signed at Nairobi on 11 September 1970**

*Authentic texts: English.*

*Registered by Denmark on 6 July 1971.*

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**DANEMARK, FINLANDE NORVÈGE et SUÈDE,  
et  
KENYA**

**Accord concernant l'aide au Kenya dans le domaine des  
coopératives (avec annexe et mémorandum d'accord).  
Signé à Nairobi le 16 août 1967**

**Accord subsidiaire de l'Accord susmentionné. Signé à Nairobi  
le 11 septembre 1970**

*Textes authentiques: anglais.*

*Enregistrés par le Danemark le 6 juillet 1971.*

AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE  
REPUBLIC OF KENYA AND THE GOVERNMENTS OF  
DENMARK, FINLAND, NORWAY AND SWEDEN ON  
CO-OPERATIVE ASSISTANCE TO KENYA

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The Government of Kenya on the one hand, and the Governments of Denmark, Finland, Norway and Sweden (hereinafter referred to as "The Nordic Governments") on the other hand, have agreed on a programme of technical co-operation for the promotion and strengthening of co-operatives in Kenya. The terms of the Agreement are the following:

PART I

OBJECTIVES

*Article 1*

There will be established a National Institute for Co-operative Education and Training in Kenya, which will be known as the Co-operative College of Kenya.

The purpose of the Co-operative College shall be to offer advanced co-operative education and training at the national level for co-operative personnel and co-operative leaders. The Co-operative College shall also serve as headquarters for a Co-operative Correspondence Institute and a Production Unit for co-operative education and extension material.

*Article 2*

There will be established up to six Provincial Training Centres for co-operative education and training in Kenya, which shall constitute, co-operative wings to existing Farmers' Training Centres in Kenya.

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<sup>1</sup> Came into force on 16 August 1967 by signature, in accordance with article 16.

The purpose of the Co-operative Training Centres shall be to provide short courses for co-operative personnel and co-operative leaders and to act as centres for the education of members of co-operatives in their respective provinces.

### *Article 3*

An appropriate number of Co-operative Field Advisers will be stationed in the various districts of Kenya for the purpose of supporting the personnel of the Department for Co-operative Development in its efforts towards improved management and operation of the co-operative organisations and better information of their members.

### *Article 4*

Co-operative Specialist Assistance will be provided to Kenya for the purpose of strengthening the central office to the Department of Co-operative Development within areas to be agreed upon.

## PART II

## CONTRIBUTIONS

### *Article 5*

The Nordic Governments shall supply the principal and two teachers for the Co-operative College, one instructor for each of the Provincial Co-operative Training Centres and the Co-operative Personnel referred to in Articles 3 and 4 above.

The Nordic Personnel shall be employed on contract terms by the Nordic Governments, who shall bear the cost of salaries and allowances, international passages to and from Kenya, shipping to and from Kenya of household goods and personal effects, social security and related benefits, including leave.

### *Article 6*

Any capital costs connected with the programme envisaged in this Agreement shall, at the request of any of the two Parties, be covered in accordance with subsidiary agreements<sup>1</sup> as envisaged in Article 17 below.

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<sup>1</sup> See p. 124 of this volume.

*Article 7*

The Kenya Government shall cover all operational, administrative and related costs and expenditures not provided for in the contributions to be made by the Nordic Governments in accordance with Articles 5 and 6 above.

The Government of Kenya shall make available the following facilities to the Nordic Personnel and their families on the same basis as is applicable to technical assistance personnel from other countries whose salaries and international transportation expenses are borne by the donor government:

- (a) free Government housing;
- (b) housing allowance in cases where Government housing is not available;
- (c) payment of 50 per cent of the full hotel bills in cases where the Nordic Personnel are initially compelled to reside in hotels until alternative Government housing is granted or housing allowance paid;
- (d) provisions of necessary office facilities and equipment;
- (e) provision of transportation facilities or payment of travelling allowance in lieu thereof when the Personnel are involved in the performance of their official duties;
- (f) such other assistance as is deemed essential to facilitate the better carrying out of their official duties.

## PART III

## ADMINISTRATION AND ORGANISATION

*Article 8*

The Nordic Governments shall appoint a Nordic Board to be set up and to operate in the Nordic Countries with full power to carry out the functions, duties and responsibilities of the Nordic Governments according to this Agreement.

*Article 9*

There shall be a Joint Standing Committee consisting of representatives of the Nordic Governments and of the Kenya Government, to be set up in Kenya by mutual agreement between the two Parties.

*Article 10*

In accordance with procedures to be mutually agreed upon, the Joint Standing Committee shall submit proposals to the two Parties for annual plans of operation with budgets. The Committee shall furthermore act as an advisory body to the two Parties as far as the activities under the Agreement are concerned and submit regular reports to the Parties on these activities.

*Article 11*

There shall be a Governing Board of the Co-operative College, consisting of representatives appointed by the appropriate Nordic and Kenyan authorities, to be set up by mutual agreement between the two Parties. The Board shall:

- (a) prepare and submit to the Joint Standing Committee proposals for annual plans of operation with budgets for the College;
- (b) be responsible for the administration of the College;
- (c) carry out such other functions as may be mutually agreed upon by the Parties hereto.

## PART IV

## EXEMPTIONS AND PRIVILEGES

*Article 12*

Any supplies, materials or equipment imported into Kenya for the purpose of implementing this Agreement shall be exempt from import restrictions, Customs Duties, and other fiscal charges. The Government of Kenya will take responsibility for meeting all costs connected with the unloading, storage, and insurance of these supplies at the point of arrival in Kenya and for the insurance

and transportation of such supplies from the point of arrival in Kenya to the place of destination. Any equipment to be purchased locally for the implementation of this Agreement may be bought from bonded stocks.

#### *Article 13*

The Government of Kenya guarantees that any funds brought into Kenya by the Nordic Governments in connection with the implementation of this Agreement shall be freely and immediately transferable, subject to authorisation being received from the appropriate Kenya authorities, which authorisation shall not unreasonably be withheld.

#### *Article 14*

The personnel provided by the Nordic Governments in accordance with article 5 above shall be entitled to the privileges set out in the Annex to this Agreement.

Without prejudice to the provisions of the Annex, the Nordic Governments shall ensure that the Nordic Personnel are clearly informed that while they are assigned to Kenya they shall, as resident aliens, be subject to the laws and regulations of Kenya in force from time to time.

#### *Article 15*

All construction made and material and equipment acquired in or brought into Kenya for the purpose of implementing this Agreement (with the exception of the personal belongings of the Nordic Personnel) shall become and remain the property of the Kenya Government. The transfer of ownership shall be effected on dates as may be mutually agreed by the Parties hereto.

### PART V

## ENTRY INTO FORCE, AMENDMENT AND DURATION

#### *Article 16*

This Agreement shall enter into force on the day of its signature and shall

remain in force until 30th June, 1972, unless terminated earlier in accordance with the provisions of article 18 below.

*Article 17*

Within the terms of this Agreement subsidiary and follow-up projects may be agreed upon between the Parties. Such subsidiary agreements shall have periods of validity not extending beyond the period of validity of the present Agreement.

*Article 18*

(a) This Agreement may be terminated by either Party upon serving written notice on the other, such notice to be served not later than three months before the end of the Project Budget Period (calendar year) and the Agreement shall cease to be valid at the expiry of the Project Budget Period in which such notice is served.

(b) If notice is served less than three months before the end of the Project Budget Period the Agreement shall continue to be valid until the expiry of the next following Budget Period.

DONE at Nairobi on the sixteenth day of August, 1967, in five original copies in the English language.

For the Government of the Republic of Kenya:

RONALD G. NGALA

For the Government of the Kingdom of Denmark:

BIRGER ABRAHAMSON

For the Government of Finland:

HENRIK BLOMSTEDT

For the Government of the Kingdom of Norway:

I. RINDAL

For the Government of the Kingdom of Sweden:

C. G. BÉVE

ANNEX

PRIVILEGES OF THE NORDIC PERSONNEL

1. The Kenya Government undertakes to extend to the personnel provided by the

Nordic Governments under this Agreement (hereinafter referred to as the Nordic Personnel) the following privileges and exemptions:

- (a) Exemption from income tax, graduated personal tax, hospital contribution and all other personal taxes on emoluments received from the Nordic Governments;
- (b) The same privileges in respect of exchange facilities on that part of their salary and emoluments paid by the Nordic Governments as are accorded to diplomatic missions, i. e. external account facilities;
- (c) The same privileges in respect of exchange facilities on that part of their emoluments paid by the Government of Kenya as are accorded to officials of the Government of Kenya;
- (d) Exemption from the payment of duty on new and used personal and household effects of the Nordic Personnel and their families which are brought into Kenya or are acquired in Kenya ex bonded warehouse, both within the three months of their first arrival in Kenya. If circumstances so warrant, the Government of Kenya will extend the three months' period;
- (e) Duty-free importation of one motor vehicle into Kenya or the purchase of one from bond in Kenya without the payment of duty, both within three months of their first arrival in Kenya;

provided that if the articles under subparagraphs (d) and (e) above are disposed of to persons not entitled to similar privileges, duty shall be paid at the appropriate rate.

2. The Kenya Government shall:

- (a) Facilitate the granting of visas and entry permits to the Nordic Personnel and their dependants;
- (b) Provide identity documents to enable the Nordic Personnel to receive assistance from the appropriate Kenya Authorities to perform their duties efficiently;
- (c) Provide to the Nordic Personnel and their families such medical and hospital facilities as are available under the Government Code of Regulations to Kenya National Civil Servants of similar and equivalent rank and status against the payment of nominal or sub-economical charges;
- (d) Provide repatriation facilities for the Nordic Personnel and their families in time of international crises;
- (e) Immediately notify the respective Nordic Embassy in the event of arrest or detention or criminal proceedings being instituted against a member of the Nordic Personnel or a member of his family.



3. The Government of Kenya shall ensure that the Nordic Personnel are accorded a treatment no less favourable than that granted to any other citizen of the Nordic Countries or persons employed by those Countries in relation to any current General Agreement on Technical Assistance or Technical Aid Project or Programme Agreement negotiated between the Nordic Countries individually or collectively with the Government of Kenya.

4. Subject to mutual consultations each party will have the right to request the recall of any expert whose work or conduct is unsatisfactory.

### MEMORANDUM OF UNDERSTANDING

The Parties to the Agreement of Nordic Co-operative Assistance to Kenya signed at Nairobi on the sixteenth day of August, 1967, hereby mutually agree to the following understanding and interpretation:

*With reference to Article 13 of the Agreement:*

The appropriate Kenya Authorities shall give authorisation for the free and immediate transfer to any of the Nordic Countries in any Nordic currency of any balances standing to the credit of the Nordic Co-operative Project.

*With reference to Paragraph 3 of the Annex to the Agreement:*

The wording: "any current General Agreement or Technical Assistance or Technical Aid Project or Programme Agreement negotiated between the Nordic Countries individually or collectively with the Government of Kenya" shall be interpreted to refer to any such Agreement, concluded after the 12th December 1963, and in force between Kenya and any of the Nordic Countries at the time of the signing of the aforesaid Agreement.

DONE at Nairobi on the sixteenth day of August, 1967, in five original copies in the English language.

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SUBSIDIARY AGREEMENT<sup>1</sup> TO THE AGREEMENT  
BETWEEN THE GOVERNMENTS OF DENMARK,  
FINLAND, NORWAY AND SWEDEN AND THE GOVERN-  
MENT OF KENYA ON CO-OPERATIVE ASSISTANCE TO  
KENYA SIGNED ON 16TH AUGUST, 1967<sup>2</sup>

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This subsidiary Agreement covers the establishment and interim costs and interim operation of a National Institute for Co-operative Education and Training in Kenya in accordance with Article 6 of the above mentioned Agreement<sup>2</sup> between the Governments of Denmark, Finland, Norway and Sweden (hereinafter referred to as "The Nordic Governments") and the Government of Kenya. The terms of this subsidiary Agreement are the following:

*Article 1*

The Co-operative College will be the National institution responsible for the training of the leaders and personnel of the Co-operative Movement and of the staff of the Co-operative Department of the Ministry of Co-operatives and Social Services. It is planned to accommodate approximately 100 students initially. The plan for construction of the College is to be found as Annex to the Agreement. It has been approved by the Interim Board for the implementation of this Agreement on behalf of the Nordic countries and by the Kenyan Ministry of Works representing the Government of Kenya.

*Article 2*

An Interim College Committee shall be established to be responsible for the operation of the College until such time that a special constitution will have been established providing for the establishment of the Governing Board dealt with in Article 11 of the above mentioned basic agreement.

The tasks of the Interim College Committee are the same as those of the Governing Board as outlined in Article 11.

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<sup>1</sup> Came into force on 11 September 1970 by signature, in accordance with article 6.

<sup>2</sup> See p. 108 of this volume.

The Interim College Committee shall have eight members and be nominated as follows:

- a) Four members shall be nominated by the Minister of Co-operatives, one from the Ministry of Co-operatives who will act as chairman, one from the Ministry of Finance, one from the Ministry of Agriculture and one from University College of Nairobi.
- b) Two members shall be nominated by the Kenya National Federation of Co-operatives.
- c) The Commissioner for Co-operative Development and the Nordic Principal of the College shall be *ex officio* members.

### *Article 3*

The total costs of construction which are estimated at approximately K. £340,000 shall be shared between the Nordic Governments and the Government of Kenya in the way that the former shall pay 80 per cent of the total costs and the latter 20 per cent. Within its 20 per cent share the Republic of Kenya will make available the site for the College, namely a property at Langata, Nairobi (L.R. 5955/7 and L.R. No. 2327/2/2). The value of the site and the present buildings is estimated at K. £8,000.

It is agreed that the whole site shall be available for the Co-operative College and that the present buildings on the site shall be demolished as necessitated under the overall plan.

### *Article 4*

The Government of Kenya shall ensure that the water supply is adequate for the requirements of the College, both in respect to quality and quantity. The Government of Kenya likewise assures that the necessary facilities for the supply of electricity will be available.

### *Article 5*

The College shall be and remain the property of the Republic of Kenya from the 1st day of July, 1972, unless the basic agreement is terminated earlier than this date. The Nordic Governments will pay the maintenance costs until

the College becomes the property of the Republic of Kenya when the Kenya Government will undertake to pay all maintenance and other related costs.

*Article 6*

This Agreement shall enter into force on the date of its signature and shall remain in force until the termination of the Agreement between the Nordic Governments and the Government of Kenya concluded on the 16th August, 1967 as per its Article 17.

DONE at Nairobi on the 11th day of September 1970.

For the Governments of Denmark, Finland,  
Norway and Sweden:

KAI JOHANSEN

For the Government of Kenya:

MASINDE MULIRO

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