

No. 11231

**DENMARK
and
KENYA**

Agreement on the establishment and operation of an industrial training centre in Kenya. Signed at Nairobi on 22 October 1970

Authentic text : English.

Registered by Denmark on 24 July 1971.

**DANEMARK
et
KENYA**

Accord relatif à la création et au fonctionnement d'un centre de formation industrielle au Kenya. Signé à Nairobi le 22 octobre 1970

Texte authentique : anglais.

Enregistré par le Danemark le 24 juillet 1971.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF KENYA
AND THE GOVERNMENT OF DENMARK ON THE
ESTABLISHMENT AND OPERATION OF AN INDUS-
TRIAL TRAINING CENTRE IN KENYA

The Government of Kenya and the Government of Denmark, being desirous of continuing their fruitful co-operation for the promotion of economic and technical development in Kenya, particularly in the field of education and training, have agreed as follows :

Article 1

The two Governments will jointly establish and operate an industrial training centre (hereinafter referred to as "the Centre"). The purpose of the Centre will be to provide Kenyans and Kenyan industries with facilities for :

- (a) industrial training
- (b) consultative services
- (c) technical information service for industries of importance to the development of Kenya.

Article 2

The activities of the Centre will include :

- (a) Initially after its establishment and in conjunction with Kenya's existing consultancy and other training institutions :
 - (i) the holding of training courses of short duration for workers employed in industries in Kenya;
 - (ii) special training courses for management and technical staff to introduce new methods in existing industries or to introduce new industrial techniques, needed in the country;
 - (iii) a consultative service and a technical information service for Kenya industries.
- (b) In due course also :
vocational training courses for apprentices in accordance with Schemes of Training made under Kenya's Industrial Training Act.

¹ Came into force on 22 October 1970 by signature, in accordance with article 11 (a).

- (c) The detailed curricula for the training courses referred to above as well as the guiding principles for the selection of trainees will be worked out in co-operation between the Kenyan authorities for industrial training and the Danish authorities.
- (d) As a means of ensuring that all training courses undertaken at the Centre are in accordance with Kenya's overall National Industrial Vocational Training Centre plan the Project Manager will be invited to participate in all meetings of the National Industrial Vocational Training Council set up under the Industrial Training Act.

Article 3

The Government of Denmark shall ensure :

- (a) The recruitment of the Danish staff referred to in Article 5 as well as payment of its salaries, insurance and international travel expenses.
- (b) Payments, within the limits of funds allocated for :
 - (i) the erection of buildings required at the Centre for teaching and administrative purposes, and furniture and equipment for these buildings;
 - (ii) the erection and furnishing of a hostel for 60 trainees;
 - (iii) the provision of teaching equipment, tools and machines, furniture, office equipment and supplies, and technical literature to the Centre;
 - (iv) the erection of 12 dwellings for the Project Manager and other Danish staff;
 - (v) the provision of supplementary training in Denmark for the Kenya counterparts.

Article 4

The Government of Kenya shall ensure:

- (a) the procurement of a suitable site for the Centre;
- (b) the provision of and payment for public utilities such as water, electricity, sewage, roads, footpaths and telephone installations, except for domestic purposes;
- (c) the procurement of a suitable site for the dwellings referred to in Article 3 (b) (iv), and of furniture for these dwellings of a standard equal to that which applies to employees of the Government of Kenya;

- (d) the provision of suitable accommodation for the Kenyan counterparts referred to in Article 5 (b) as well as provision of suitable accommodation for the additional Kenyan staff in accordance with the existing Kenya Government regulations;
- (e) the provision of [a] motor vehicle for official use;
- (f) the recruitment and payment of salaries and other expenses for the Kenyan staff referred to in Article 5 (b) in accordance with the existing Kenya Government Procedure;
- (g) all incidental expenses concerning trainees to the same extent as that which is provided for trainees attending the National Industrial Vocational Training Centre, Nairobi;
- (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, expenses for postage and freight inside Kenya and official telephone expenses, maintenance of the Centre, maintenance, cleaning and insurance of the Centre's equipment, and maintenance of the dwellings of the Danish and Kenyan staff, and of all equipment, etc., supplied by Denmark;
- (i) in consultation with the Government of Denmark to facilitate the erection at the expense of Denmark, of the buildings to be used for teaching referred to in Article 3 (b) (i)-(ii) and the dwellings for Danish staff referred to in Article 3 (b) (iv);
- (j) to exempt :
 - (i) all supplies, equipment, materials, etc., supplied by the Government of Denmark for the Centre in pursuance of Article 3 (b) (i)-(iv) from import duties;
 - (ii) the site, the buildings of the Centre and the dwellings for the Danish staff from any property tax and other charges, or to pay such charges itself.

Article 5

The Centre shall be staffed as follows :

- (a) Danish staff :
 - (i) as soon as this Agreement enters into force, a Project Manager shall be recruited in order to start the detailed planning of the Centre;
 - (ii) as soon as the Centre is established, two consultants and up to six instructors; from the second year a third consultant will be assigned;

(iii) in the first year and with the possibility of prolongation for a second year one managerial advisor will be assigned to co-operate with the Kenyan managerial officer mentioned in item (b) (i) of this Article on the administration of the establishment of the Centre.

(b) Kenyan staff :

- (i) one managerial officer to co-operate with the Danish managerial advisor as mentioned in item (a) (iii) of this Article;
- (ii) clerks, storeman (supplies officer), caretaker, etc., will be assigned to the centre as soon as it is established;
- (iii) as soon as the Centre is in operation Kenyan counterparts will be appointed by the Kenyan Government in agreement with the Danish Government and will after a period of training in Denmark be assigned to the Centre.

Article 6

(a) The Government of Kenya 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 Kenya by other countries.

(b) The legal position of the Danish personnel shall be in accordance with the general terms for expatriate advisers in Kenya until an agreement between the Government of Denmark and the Government of Kenya on technical co-operation has been signed. Hereafter the legal position of the said personnel shall be in accordance with that agreement.

(c) The Government of Kenya undertakes that the Danish staff shall :

- (i) be exempt, together with their spouses and dependants, from immigration restrictions and alien registration;
- (ii) be provided by the Government of Kenya with a document identifying them and promising them full assistance by appropriate national authorities in the performance of the tasks assigned to them.

(d) The Government of Kenya undertakes to 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 Kenya 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

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

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

- (i) Representatives from each of the following Kenyan Government Departments :
 - Ministry of Labour
 - Ministry of Education
 - Ministry of Finance and Economic Planning.
- (ii) A representative of local Government.
 - Two representatives of industrial management.
 - Two representatives of industrial labour.
- (iii) Representatives of the Danish Government :
 - The Danish Ambassador to Kenya or his representative, to attend as required.
 - A representative from the Danish Ministry of Foreign Affairs, to attend as required.
 - The Project Manager.
 - A representative of an administering institution, appointed by the Government of Denmark (cfr. Art. 9), to attend as required.

(b) The Chairman of the Advisory Committee shall be appointed by the Government of Kenya. The Vice-Chairman shall be appointed by the Government of Denmark.

(c) The Advisory Committee shall meet not less than once a year to discuss an annual report on the activities and the finances of the Centre, which shall be prepared by the Project Manager, in conjunction with the Director of the National Industrial Vocational Training. The Project Manager shall also present a statement on plans for future activities and a budget. The Advisory Committee may make recommendations on the activities and operations of the Centre. Meeting may, as needed, be called by the Chairman. The Advisory Committee may set up working groups to consider special questions.

Article 8

Subject to the laws and regulations of Kenya regarding educational and vocational training the Project Manager or his representative will be responsible for the functions and activities of the Centre.

Article 9

The Danish Government may delegate authority for the establishment and operation of the Centre to a Danish institution having the necessary qualifications.

Article 10

(a) On expiry of this Agreement, the buildings of the Centre and all supplies, equipment, and material shall become property of the Government of Kenya.

(b) The Government of Kenya will then on its own account carry on the activities of the Centre.

Article 11

(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.

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

DONE at Nairobi on the 22nd day of October, 1970, in the English language.

For the Government of the Republic of Kenya :

MWAI KIBAKI

For the Government of the Kingdom of Denmark :

KAI JOHANSEN
