No. 10957

DENMARK and MOROCCO

- Agreement on the establishment and operation of an odontological centre at Rabat. Signed at Rabat on 23 February 1966
- Exchange of notes constituting an agreement prolonging the above-mentioned Agreement. Rabat, 18 February 1969
- Exchange of notes constituting an agreement amending and further prolonging the above-mentioned Agreement of 23 February 1966. Rabat, 12 June 1970

Authentic texts: French.

Registered by Denmark on 25 February 1971.

DANEMARK et MAROC

- Accord sur la création et le fonctionnement d'un centre odontologique à Rabat. Signé à Rabat le 23 février 1966
- Échange de notes constituant un accord reconduisant l'Accord susmentionné. Rabat, 18 février 1969
- Échange de notes constituant un accord modifiant et reconduisant à nouveau l'Accord susmentionné du 23 février 1966. Rabat, 12 juin 1970

Textes authentiques : français.

Enregistrés par le Danemark le 25 février 1971.

[Translation — Traduction]

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE KING-DOM OF DENMARK AND THE GOVERNMENT OF THE KING-DOM OF MOROCCO ON THE ESTABLISHMENT AND OPERA-TION OF AN ODONTOLOGICAL CENTRE AT RABAT

The Government of the Kingdom of Denmark and the Government of the Kingdom of Morocco, desiring to consolidate and strengthen the friendly relations and to fortify the ties between the two countries, have agreed as follows:

Article I

The Government of the Kingdom of Denmark and the Government of the Kingdom of Morocco have resolved to establish, within the Faculty of Medicine, an odontological centre for the further development of dental hygiene in Morocco, particularly in order to prevent dental diseases in children and to complete the training of dental surgeons and auxiliary personnel.

A Supervisory Council, composed of an equal number of representatives of the two Governments and the chairman of which shall be the Moroccan Minister for National Education or his representative, shall supervise the implementation of this Agreement.

Article II

OBJECTIVES AND SPHERE OF ACTIVITIES OF THE CENTRE

The objectives of this project are the following:

- To develop the scope of public dental service through the presence of Danish consultant experts who shall apply preventive measures, to combat dental diseases and to develop good dental hygiene in Morocco, particularly among children.
- (2) To formulate and develop a practical dental hygiene project for the school children of the Prefecture of Rabat-Salé.

To this effect, in co-operation with the Central School Health Service, there shall be established, for the maximum number of school children at Rabat, a permanent dental hygiene teaching and training programme, based on modern educational and psychological principles.

^{·1} Came into force on 23 February 1966 by signature, in accordance with article XI.

Inter alia, prophylactic oral rinsings with a weak fluoride solution shall be carried out regularly.

Furthermore, the school hygiene project shall include systematic inspections to detect and treat painful dental complications which reduce the possibilities for the school children of developing a sound dental structure, or which interfere with dental health. They shall be carried out by mobile inspectors or arranged at the Centre. They shall be conducted in stages, starting with the youngest classes.

The project shall also serve as a demonstration for public authorities, doctors, dental surgeons, teachers, etc., by showing the value of modern preventive care and its practical application.

The project shall also be implemented with a view to providing supplementary training for Moroccan dental surgeons and auxiliary personnel.

(3) To function as an in-service training centre in child dental care for a limited number of Moroccan dental surgeons. Training shall be given in the form of practical demonstrations, training courses at the Centre, work programmes and seminars on selected subjects, particularly regarding modern principles of dentistry.

By their participation and co-operation in the school hygiene programme, Moroccan dental surgeons shall thus have the opportunity to become informed regarding the organization and administration of general prophylactic programmes, so as to be able to apply them in their region.

- (4) To function as a training centre for Moroccan para-medical personnel, to enable them to participate in the treatment given at the clinic and in hygieno-prophylactic activities.
- (5) To give systematic dental care to a limited number of school children from Rabat-Salé in so far as the supplementary training of the Moroccan dental surgeons and personnel shall permit.
- (6) To function as an odontological centre for Morocco:
 - by stimulating and encouraging odontological research, particularly epidemiological examinations;
 - by noting treatment needs;
 - by formulating programmes of preventive measures for Morocco;
 - by establishing and building up as much as possible a collection of odontological educational and teaching material, of books, periodicals, etc., which shall eventually be transferred to a Moroccan school of dentistry;

- by reviewing the possibilities of study in Denmark and of visits to that country by young Moroccan dental surgeons, so that they may increase their knowledge of child dental care, etc.
- by organizing conferences and practical courses for dental surgeons working in Morocco, in so far as the other tasks and the capacities of the Centre shall permit.

Article III

PROCEDURE

- (1) The Parties agree to carry out the work and to employ the methods and procedures recommended by the Danish dental surgeons sent to Morocco, and to follow the directives of the Supervisory Council.
- (2) The Minister for Public Health of Morocco, with the agreement of the Minister for National Education of Morocco, shall appoint the following personnel from among the possible candidates:
- (a) the dental surgeons and the auxiliaries who will participate in the supplementary training courses, referred to in article II, paragraphs 3 and 4:
- (b) the Moroccan dental surgeon who, in accordance with article IV, paragraph 3, will undergo a course of study in Denmark;
- (c) the para-medical personnel who will be permanently attached to the Centre.

Article IV

WORK SCHEDULE

The schedule of work shall be established as follows:

- (1) The Moroccan Government shall make available to the Centre premises situated in the buildings of the Faculty of Medicine at Rabat;
- (2) Immediately after the entry into force of this Agreement, the Danish Government shall send to Morocco a Danish dental surgeon, who shall be an expert in the planning of public dental clinics, and a Danish specialist engineer; they shall draw up, in agreement with the competent Moroccan services, a detailed plan and designs for the lay-out of the Centre and for supplying it with teaching materials and odontological equipment, using the equipment stored at Oued-Zem, which will be completed as required by Danish equipment;

- (3) The Moroccan dental surgeon, whom it is desired to attach permanently to the Centre, shall be sent, immediately after the entry into force of this Agreement, to Denmark, to undergo a course of study there, so as to become informed regarding odontological activities carried out in Denmark and to take part in the preparation, in the Arabic and French languages, of the teaching materials and the documentation required for the administration and operation of the Centre;
- (4) The Moroccan Government shall ensure that the premises of the Centre and the technical and sanitary installations shall be fitted in accordance with the detailed plan and designs referred to in paragraph 2 of this article;
- (5) The Danish equipment shall arrive when the premises of the Centre and the technical and sanitary installations are ready for use and after the final lay-out has been completed. The Centre's technical equipment shall be installed by a Danish mechanic under the direction of a Danish dentist sent on mission to Morocco. The other members of the Danish staff shall arrive as soon as the Centre is operative.

Article V

For the purposes of technical assistance, the Danish Government shall make available to the Moroccan Government and shall assume responsibility, during the period covered by this Agreement, for the following:

- (1) Clinical equipment and spare parts in addition to the equipment stored at Oued-Zem; equipment for at least four treatment rooms, including a demonstration clinic, and for auxiliary premises enabling the Clinic Section of the Centre to function as a modern dental clinic equipped for the care of children; mobile equipment, apparatus and material to be used in school hygiene work, including a transport vehicle;
- (2) Office and other furniture, laboratory equipment and the necessary teaching materials; radiographic and photographic materials;
- (3) Modern apparatus etc., for use in the Centre's clinics and for teaching;
- (4) Articles and products including equipment, recognized as necessary for the Centre's operation, by the competent Moroccan services.

The Danish Government shall be responsible for the installation, maintenance and possible replacement of the above-mentioned equipment, including the equipment stored at Oued-Zem and used in connexion with the project.

This equipment, upon delivery, shall become the property of the Moroccan Government, for the sole use of the Centre.

Article VI

The Danish Government further undertakes:

- (1) To make the following persons available to the Centre:
 - (a) 1st year: 2 dental surgeons, 1 clinic assistant;
 - (b) 2nd year: 2 dental surgeons;
 - (c) 3rd year: 1 dental surgeon;
- (2) To pay the remuneration of the staff referred to in the preceding paragraph;
- (3) To pay the travelling expenses—round-trip—of this same staff;
- (4) To pay the travelling expenses—round-trip—and the cost of the stay in Morocco of experts responsible for planning and equipping the Centre.
- (5) To pay the travelling expenses—round trip—and the cost of the stay in Denmark of the Moroccan dental surgeon who will be permanently attached to the Centre;
- (6) To pay the travelling expenses—round-trip—and the cost of the stay in Morocco of the Danish experts who will give odontology courses.

Article VII

The expenses connected with the obligations incumbent on the Danish Government under this Agreement are estimated at a maximum of 900,000 Danish kroner and the financial obligations of the Danish Government shall be limited to that amount.

Article VIII

The Moroccan Government undertakes:

- (1) To make available to the Centre premises in the Faculty of Medicine at Rabat;
- (2) To pay all the expenses for the transformation and restoration of the premises referred to in the preceding paragraph, in accordance with the plan and designs decided upon by mutual agreement between the two Parties. The transformation and restoration must be completed within six months from the completion of the plan and designs;
- (3) To supervise the normal operation of the Centre and defray the relevant expenses;

- (4) To pay, in accordance with the Moroccan regulations in force, the transport expenses and travel allowances of the Centre's Danish and Moroccan staff members during their travel in Morocco in connexion with the activities of the Centre, except as regards activities connected with the school hygiene project referred to in article II, paragraph 2;
- (5) To make available to the Centre, and to ensure remuneration of, the following personnel:
 - 1 Moroccan dental surgeon,
 - 4 Moroccan assistants with para-medical training,
 - 1 secretarial staff member;
- (6) To ensure the transportation of the equipment stored at Oued-Zem;
- (7) To appoint the Moroccan dental surgeons and the health personnel who will follow the courses and the practical training programme at the Centre;
- (8) To provide assistance for the implementation in the schools of the school hygiene programme referred to in article II, paragraph 2, by giving school principals instructions designed to facilitate the activities of the Centre's staff members who are called upon to treat the children, in co-operation with the teaching staff and the Central School Health Service.
- (9) To give Danish staff working at the odontological Centre a monthly lump sum remuneration of 1,100 dirhams.
- (10) To grant those same staff members exemption from all taxes, charges and other duties on:
 - (a) the emoluments which are not defrayed by the Moroccan Government and may be paid to them in their own country during their period of employment at the Centre;
 - (b) their household and personal effects, those of their spouse and dependent children, and those on a motor vehicle, on first taking up their posts in Morocco;
 - (c) equipment, materials, apparatus and the articles and products mentioned in article V, paragraph 4, the importation of which is required for the use of the Centre;
- (11) The Danish staff made available to the Centre shall be subject to all the laws and regulations defining the official duties and service obligations of their Moroccan counterparts.

Article IX

ADMINISTRATION

During the period covered by this Agreement the direction of the Centre shall be assumed by a Danish expert, under the authority of the Supervisory Council.

Article X

Consultations on the application and proper implementation of this Agreement, and on any changes to be made in it, shall be conducted through the diplomatic channel.

Article XI

This Agreement is concluded for a period of three years and shall come into force on the date of its signature.

Done in two original copies, in the French language, at Rabat, on 23 February 1966.

For the Government of the Kingdom of Denmark:

For the Government of the Kingdom of Morocco:

[Signed]

[Signed]

Viggo Jensen

Abdelhadi Chraïby

Ambassador Extraordinary and Plenipotentiary of Denmark to Morocco Ambassador Director of Cultural Relations at the Ministry of Foreign Affairs EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹
BETWEEN THE GOVERNMENT OF DENMARK AND
THE GOVERNMENT OF MOROCCO PROLONGING THE
AGREEMENT OF 23 FEBRUARY 1966² ON THE ESTABLISHMENT AND OPERATION OF AN ODONTOLOGICAL
CENTRE AT RABAT

I

KINGDOM OF MOROCCO MINISTRY OF FOREIGN AFFAIRS

The Minister

12/524

18 February 1969

Sir,

Under the Agreement on the establishment and operation of an odon-tological centre at Rabat signed on 23 February 1966² between the Government of the Kingdom of Morocco and the Government of the Kingdom of Denmark, and in pursuance of article X of the said Agreement, I have the honour to inform you of my Government's desire to prolong the abovementioned Agreement for a new period of one year from 24 February 1969 onwards.

I would be grateful if you would kindly confirm your Government's approval of this proposal.

This note and your Excellency's note in reply thereto shall constitute a renewal agreement between our two Governments.

Accept, Sir, etc.

[MOHAMED GIJILMASSI]

His Excellency Mr. Viggo Jensen Ambassador of the Kingdom of Denmark

¹ Came into force on 24 February 1969, in accordance with the provisions of the said notes.

² See p. 139 of this volume.

II

ROYAL DANISH EMBASSY

Rabat, 18 February 1969

No. 28/69

Sir,

I have the honour to acknowledge receipt of your Excellency's note of today's date which reads as follows:

[See note I]

In reply, I have the honour, in accordance with authorization received, to confirm that my Government agrees that the Agreement shall be prolonged as proposed and that your Excellency's note and this reply shall constitute a renewal agreement between our two Governments.

Accept, Sir, etc.

Ambassador of Denmark

His Excellency Dr. Ahmed Laraki Minister for Foreign Affairs Rabat EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT BETWEEN THE GOVERNMENT OF DENMARK AND THE GOVERNMENT OF MOROCCO AMENDING AND FURTHER PROLONGING THE AGREEMENT OF 23 FEBRUARY 19662 ON THE ESTABLISHMENT AND OPERATION OF AN ODONTOLOGICAL CENTRE AT RABAT

Ι

KINGDOM OF MOROCCO MINISTRY OF FOREIGN AFFAIRS

Rabat, 12 June 1970

Sir,

I have the honour to refer to the Agreement on the establishment and operation of an odontological centre at Rabat, signed on 23 February 1966² between the Government of the Kingdom of Morocco and the Government of the Kingdom of Denmark, renewed on 24 February 1969,³ and in pursuance of article X of the said agreement, I have the honour to inform you of my Government's desire once more to prolong the above-mentioned Agreement for a further one-year period, from 25 February 1970 onwards.

During that period the main objectives of the project shall be to pursue, with the continued assistance of the School Hygiene Institute, its programme of dental prophylactic hygiene for the school children of the Prefecture of Rabat-Salé, and to organize course in prophylactic dental hygiene in cooperation with the Moroccan authorities.

For the said period, the Danish Government undertakes to make available to the Centre and to ensure payment of the remuneration of three dental surgeons, one dental hygienist, one clinic assistant and one part-time secretary. The Danish Government shall defray the costs of supply of articles and products required for the operation of the Centre, namely: materials for the school hygiene programme, materials for the courses, office equipment, etc.

The expenses connected with the obligations incumbent on the Danish Government during the year of prolongation of the Agreement are estimated at a maximum of 860 000 Danish kroner and the financial obligations of the Danish Government shall be limited to that amount.

¹ Came into force on 12 June 1970, with retroactive effect from 25 February 1970, in accordance with the provisions of the said notes.

² See p. 139 of this volume.

³ See p. 153 of this volume.

The Moroccan Government undertakes to employ and to pay the remuneration of four para-medical assistants, two cleaning women and one bilingual French/Arabic secretary as well as two driver-messengers, and shall defray all the expenses which are required to attain the objectives of the Centre and which are not the explicit responsibility of the Danish Government.

Regarding the brochures and other printed materials necessary for the operation of the Centre, the Danish Government shall be responsible for the purchase of paper and the Moroccan Government shall be responsible for the printing.

From 1 July 1970 onwards, the Moroccan Government shall make available to the Centre one dental surgeon so that he may carry out his national service at the Centre.

The Danish Government agrees that the monthly lump-sum payment of 1,100 dirhams laid down in article VIII, paragraph 9, of the Agreement shall not be paid by the Moroccan authorities during the year of prolongation.

The two Parties agree in principle that after the period of prolongation the Moroccan Government shall be responsible for the expenses of the project and shall guarantee that the Centre's capacities are maintained. The two Governments shall enter into negotiations in the month of November 1970 at the latest, so as to reach agreement on possible cooperation during the period of transition.

The rules applicable to officials of the Moroccan State regarding liability shall also be applicable to the Danish experts. In the event of their being held personally liable for damages caused in the performance of their duties or in connexion therewith, they shall be entitled to aid and counsel from the Government of the Kingdom of Morocco.

During the period of prolongation, the Moroccan Government shall grant the staff in question the same exemption from taxes, duties and other charges, and all other privileges granted to the other foreign experts working in Morocco under a bilateral agreement for technical co-operation.

I would be grateful if you would kindly confirm your Government's approval of this proposal.

This note and your Excellency's note in reply shall constitute a renewal agreement between our two Governments.

Accept, Sir, etc.

ABDELHADI BOUTALEB Minister for Foreign Affairs

His Excellency Hans V. Bertelsen Ambassador of Denmark Rabat \mathbf{II}

ROYAL DANISH EMBASSY

Rabat 12 June 1970

Sir,

I have the honour to acknowledge receipt of your Excellency's note of today's date, which reads as follows:

[See note I]

In reply, I have the honour, in accordance with authorization received, to confirm that my Government agrees that the Agreement shall be renewed as proposed and that your Excellency's note and this reply shall constitute a renewal agreement between our two Governments.

Accept, Sir, etc.

HANS BERTELSEN Ambassador of Denmark

His Excellency Mr. Abdelhadi Boutaleb Minister of Foreign Affairs Rabat

Nº 10957