

No. 11588

**DENMARK
and
KENYA**

**Agreement on technical co-operation. Signed at Nairobi
on 25 February 1971**

Authentic text: English.

Registered by Denmark on 11 February 1972.

**DANEMARK
et
KENYA**

**Accord de coopération technique. Signé à Nairobi le 25 fé-
vrier 1971**

Texte authentique: anglais.

Enregistré par le Danemark le 11 février 1972.

AGREEMENT¹ ON TECHNICAL CO-OPERATION BETWEEN
THE GOVERNMENT OF THE KINGDOM OF DENMARK
AND THE GOVERNMENT OF THE REPUBLIC OF
KENYA

Preamble

The Government of the Kingdom of Denmark and the Government of the Republic of Kenya desirous of strengthening the legal and institutional framework of their technical co-operation agree upon the following provisions:

Article I

The contracting parties agree to promote co-operation between the two countries in the technical and scientific fields by establishing, through mutual agreement and within their respective national legislation and in conformity with international law and usual practices, projects relating to specific fields of such technical and scientific co-operation.

Article II

The technical and scientific co-operation shall be undertaken in the following manner:

1. By making available to Kenya qualified and experienced Danish personnel who may be assigned for duty either with the Civil Service or semi-public bodies or Corporations.
2. By granting fellowships and scholarships to citizens of Kenya for studies or professional training in Kenya, Denmark or a third country.
3. By providing equipment and materials for Technical Assistance projects.

¹ Came into force on 25 February 1971 by signature, in accordance with article XVII (1).

Article III

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

1. "Operational personnel", who shall be officers recruited through the Danish International Development Agency (DANIDA) to fill established posts in the Government of Kenya or its semi-public bodies. Contracts of service for Operational personnel shall be concluded between themselves and the Government of Kenya or its public bodies. The contents of each contract shall be communicated to DANIDA before being signed by the officer. In all cases contracts shall also be concluded between the Danish Government (represented by DANIDA) and the individual operational officer.

2. "Advisory personnel", who shall be officers recruited through the DANIDA to fill supernumerary positions either on short-term or long-term assignments.

Article IV

The recruitment of Danish personnel shall be undertaken as follows:

1. The competent Kenya Authorities shall provide DANIDA with a complete job description for each of the officers provided to the Government of Kenya (Article II (1) of this Agreement) defining the duties of the officer as well as the essential and desirable qualifications and experience of the candidate.

2. DANIDA shall provide the competent Kenya Authorities with all the necessary information relating to training and previous professional experience of the candidate for the purpose of appraising his eligibility.

Article V

1. Candidates for fellowships and scholarships falling under Article II (2) above shall be nominated by the Government of Kenya subject to acceptance by the Government of Denmark.

2. The Government of Kenya shall, on the successful completion of such fellowships and scholarships, by the candidates, endeavour to engage the beneficiaries in such employment as will ensure the full use of their knowledge.

Article VI

The terms of reference for the assignment of each officer or group of officers, awarding of fellowships or scholarships shall be covered by exchange of letters, whereas establishment of a project of technical and scientific co-operation shall be the subject of a Project Agreement.

Article VII

The financial arrangements for the assignment of Danish personnel to the Government of Kenya will be as follows:

(a) For Danish operational personnel the Government of Kenya will provide:

1. The salary appropriate to the appointment under Kenya Government regulations for local officers.
2. All the emoluments and allowances normally paid to local officers of similar status and experience.
3. Government house or flat from the Government housing pool with hard furnishings for the officer and his family; the house or flat and furniture will be of the same standard as that provided for Kenyan officers of comparable status, on payment of rent at appropriate Government rate. Water, electricity, telephone and similar charges in respect of such housing will be the responsibility of the officer.
4. If the Government of Kenya can not provide a house or flat from its housing pool a Danish officer may himself rent one in the open market. In such a case the Government of Kenya will pay each officer a flat rate to be agreed upon between the two Governments. This arrangement will apply only to personnel in Government service. In the case of personnel provided for Semi-Government, statutory organizations and Local Government bodies housing arrangements will be the subject of special negotiations.
5. If the officers and their families, on arrival or departure, reside in a hotel the Government shall fulfil its obligations by refunding to the officer an amount equivalent to 50 per cent of the full hotel bill (including boarding

and lodging, but excluding any extras such as laundry etc.) for a period of ten days which may be extended under special circumstances.

(b) For each Danish officer appointed to the Government of Kenya under the terms of (a) above, the Danish Government will pay:

1. A supplement to the salary, emoluments, and allowances provided for in paragraph (a) above as may be considered necessary by the Danish Government.
2. The cost of travel and transportation to and from Kenya, for the officer and his personal effects and, when his mission exceeds a period of 6 months, the cost of travel and transportation for his family and his personal effects.

(c) For Danish advisory personnel the Government of Kenya will provide:

1. Suitable housing with hard furnishings, rent free, of a standard, appropriate to the adviser and family and 50 per cent of the normal hotel bill for the initial period (of 10 days but extendable in special circumstances) during which an adviser and his family have to be accommodated in a hotel before moving into a house or flat. This provision will also apply to a similar period before departure upon the expiry of an adviser's contract.

Housing provided will be of the same standard as that provided to local officers of similar rank.

2. All allowances and facilities mentioned under Article VIII of this Agreement.

(d) For each adviser appointed to the Government of Kenya under the terms of (c) above, the Danish Government will pay:

1. All salary and allowances it will deem appropriate other than those provided for in paragraph (c) above.
2. The cost of travel to and from Kenya, for the adviser and his personal effects and, when his mission exceeds a period of 6 months, the cost of travel for his family and his personal effects.

Article VIII

For Danish personnel appointed under Article VII of this Agreement, the Government of Kenya will provide:

1. Local administrative, technical and secretarial facilities of the same kind as made available to officers of the Government of Kenya.
2. Local transport for official journeys to the same extent as is provided for officers of the Government of Kenya. For official journeys made in a personal motor vehicle, mileage allowances will be paid by the Government of Kenya at the same rates as are paid to local officers.
3. Transport for the officer, his family and his personal and household effects within Kenya between his duty station and the points of his entry and departure.
4. Medical services and facilities to the same extent as are provided for officers of the Government of Kenya.

Article IX

The Danish Government will also pay:

1. The cost of international travel to and from Denmark or a third country for fellowship and scholarship holders mentioned in Article II (2).
2. All living costs and training expenses within the country in which the fellowships or scholarships are tenable.
3. The cost of equipment and material falling under Article II (3).
4. The handling and transport cost of such equipment and material from the point of origin to the point of entry into Kenya.

Article X

For the Danish personnel and equipment mentioned under Article II of this Agreement the Government of Kenya shall in accordance with the Privileges and Immunities Act, 1970, allow or make provision for:

1. Free entry and work permits.
2. Exemption from national service obligations.
3. Exemption from income tax, graduated personal tax, development tax and any other personal tax in respect of emoluments paid to an officer by the Danish Government.
4. Freedom of transfer of the officer's personal saving up to $33\frac{1}{3}$ per cent of that part of his monthly salary and emoluments paid by the Kenya Government and, where the period of residence is four years or less, the officer at the end of his tour shall freely transfer up to 50 per cent of his total emoluments paid by the Government of Kenya including any gratuity, less the total of all sums previously remitted.
5. Exemption from foreign exchange controls introduced into Kenya on foreign currency brought into the country from external sources by the officers for their personal use. Bank accounts opened in Kenya by the officers in connection with this Agreement shall remain at their exclusive disposal, and balances on such accounts shall be freely transferable into Danish currency provided that during the period of the officer's stay in Kenya, the accounts shall have been fed exclusively from external sources, otherwise the accounts shall be subject to the usual exchange control formalities.
6. Repatriation facilities in time of international crisis for the officer and his family.
7. The exemption from import and export duties on household and personal effects imported by the personnel and their families into Kenya within three months of first arrival, provided such articles are re-exported from Kenya at the time of departure or within such a period thereafter as may be agreed by the Government of Kenya. Such personal and household effects shall be deemed to include: Radio, television set, photographic and cine equipment, record player, tape recorder, refrigerator, and air conditioning unit.
8. Duty-free importation, or purchase from bond, of one motor vehicle per household within three months of first arrival, provided that if such a motor vehicle is disposed of in East Africa otherwise than to a person entitled to equal or similar privileges, appropriate duty shall be paid thereon at the time of disposal.

9. Exemption from all import and export duties and other public charges in respect of equipment, materials, or supplies provided by the Danish Government in accordance with Article II (3).

Article XI

1. The Government of Kenya will indemnify the Danish Government and personnel and hold them harmless against any liability, suits, actions, demands, damages, costs or fees on account of death, injury to person and property, or any other losses from or connected with any act or omission performed or made in the course of their duties.

2. Provisions of Article XI (1) above will not apply to civil action against the personnel by third parties for damages resulting from accident caused by motor vehicles—other than those of the Government of Kenya—belonging to or driven by such personnel.

3. If claims arise in a case where gross negligence or wilful intention on the part of the personnel has been established to the satisfaction of the Government of Denmark, the Government of Kenya may hold the personnel liable to indemnify the Government of Kenya.

4. In the event of the Government of Kenya agreeing to deal with any claim in accordance with Article XI (1) above, the Government of Kenya will be entitled to exercise and enforce the benefits of any defence or of any right of set-off, counterclaim, insurance, indemnity, contribution or guarantee to which such personnel become entitled.

5. The Danish Government will place at the disposal of the Government of Kenya any information or other assistance required for the handling of any matter to which Article XI (1-4) inclusive relates.

Article XII

The Government of Kenya will ensure that the Danish officers and their families will always be treated in a manner no less favourable than that enjoyed by technical assistance personnel assigned to Kenya by other countries after the date of Kenya's independence.

Article XIII

In the event of arrest or detention of Danish personnel or any member of their families, or in the case of criminal proceeding being instituted against any of them, the Embassy of Denmark shall be informed immediately.

Article XIV

After mutual consultation by the two Contracting Parties the Government of Kenya shall have the right to request the recall or replacement of, and the Government of Denmark shall have the right to replace or recall, any officer whose work, conduct or health is unsatisfactory.

Article XV

The provisions of this Agreement shall apply equally to Danish personnel and their families who are already in Kenya under technical co-operation between the two Governments.

Article XVI

Upon completion of any project of technical co-operation the contracting parties may consult each other in order to assess its results.

Article XVII

1. This Agreement shall come into force on the date of its signature and shall remain in force for five years and thereafter shall continue in force from year to year unless terminated by either of the Contracting Parties by written notice given at least six months before the expiry of the then current year.

2. This Agreement may be amended or supplemented by mutual consent by the Contracting Parties through exchange of notes.

DONE at Nairobi this 25 day of February, 1971, in two English texts.

For the Government of the Kingdom of Denmark:
KAI JOHANSEN

For the Government of the Republic of Kenya:
MWAI KIBAKI