

No. 11589

**DENMARK
and
MALAWI**

**Agreement on technical co-operation. Signed at Blantyre
on 2 March 1971**

Authentic text: English.

Registered by Denmark on 11 February 1972.

**DANEMARK
et
MALAWI**

**Accord de coopération technique. Signé à Blantyre le
2 mars 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
MALAWI

The Government of the Kingdom of Denmark and the Government of the Republic of Malawi,

Desirous of strengthening the legal and institutional framework of their technical co-operation,

have agreed as follows:

Article 1

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

Article 2

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

(a) "Operational personnel" are officers who are recruited on behalf of the Government of Malawi through the Danish International Development Agency (DANIDA) to fill established staff posts in the Malawi Public Service or in quasi-governmental bodies. Contracts of service shall be concluded between the individual operational officer and the Government of Malawi or quasi-government body, as appropriate, and such appropriate employing authority shall pay normal Malawi salaries to the operational personnel. The content of each contract shall be communicated in advance to the Danish Government. The Danish Government (represented by the Danish International Development Agency) shall subsidize the salaries paid by the Malawi

¹ Came into force on 2 March 1971 by signature, in accordance with article 13 (1).

employing authorities and contracts shall also be concluded between the Danish Government and the individual operational officer.

(b) "Fully-funded personnel" are officers recruited through the Danish International Development Agency whose salaries are paid in full by the Danish Government.

(c) In the following provisions of this Agreement, the term "officer" is used for both categories of personnel.

Article 3

(1) The Malawi Government shall in each case provide the Danish International Development Agency 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.

The Danish International Development Agency shall provide the Malawi Government with all information necessary for the appraisal of the candidates, such as training and previous professional experience.

(2) The assignment of each officer or group of officers and each training project provided by the Government of Denmark to the Government of Malawi shall be covered by separate letters, or an exchange of diplomatic Notes, between representatives of the two Governments.

(3) 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 letters or Notes as are referred to in the preceding paragraph.

Article 4

The two Governments shall bear the financial costs of the technical co-operation as indicated by the provisions of the present Agreement.

Article 5

The Government of Denmark shall pay:

- (1) the cost of international travel to and from Malawi for officers. Travel expenses will also be paid for the families of officers assigned for six months or more;
- (2) the cost of transportation to and from Malawi of personal effects belonging to officers assigned for less than six months and personal and household effects belonging to officers assigned for six months or more, and their families;
- (3)(a) for fully-funded personnel:
all salaries and allowances accruing to fully-funded personnel for services in Malawi under this Agreement, other than the allowances provided for in Article 6;
- (b) for operational personnel:
allowances in addition to salaries and other emoluments paid by the Government of Malawi under Article 6 (1).

Article 6

(1) Malawi shall pay to operational personnel the same salary as would be earned by Malawians of equivalent grade and seniority.

(2) Malawi shall provide:

- (a) for operational personnel, accommodation adequate for the family needs of each officer and of a standard appropriate to a Malawian officer of comparable rank. Such accommodation shall contain basic hard furnishings. Each officer will be required, in the case of accommodation in a flat or house, to pay rent at subsidized rates and to pay for telephone and any other service charges;
- (b) for fully-funded personnel, free accommodation, but not board, in an hotel, hostel, flat or house as may be agreed between the Danish and Malawi Governments as being appropriate. If the officer is accommodated in a flat or house, it will contain basic hard furnishings and no rent will be chargeable to him, but he will be required to pay for telephone and any other service charges.

(3) The basic hard furnishing referred to in paragraphs (a) and (b) of sub-Article (2) above shall include bedroom furniture and mattresses, living room and dining room furniture, and a kitchen stove.

(4) Malawi shall provide:

- (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 Malawian officers 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 Malawian officers;
- (c) transport from the point of entry to the duty station on arrival in Malawi 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 six months or more, 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 six months or more, also for his family to the same extent as provided for an expatriate officer of the Government of Malawi and his family;
- (e) detention of subsistence allowances for the officer during official travel away from his duty station at rates payable in similar circumstances in respect of expatriate officers of comparable rank.

Article 7

(1) The terms of reference of each assignment for which an officer is provided under the terms of this Agreement shall be specified in the Notes or letters referred to in Article 3.

If agreed upon between the Danish International Development Agency and the competent Malawian Authorities, an officer may be transferred from one appointment to another during the period of assignment.

(2) The Government of Malawi shall have the right to require the recall of any officer whose work or conduct is unsatisfactory; normally before exercising such right, the Government of Malawi undertakes to consult with the Government of Denmark.

The Government of Denmark shall have the right to recall any officer at any time; normally before exercising such right, the Government of Denmark shall consult with the Government of Malawi. In case of recall, the Government of Denmark will make every effort to obtain a replacement for the recalled officer if the Government of Malawi so requests.

(3) In carrying out his assignment, every officer will be subject to the instructions of the employing authority and to such laws of the Government of Malawi as are not inconsistent with the provisions of this Agreement.

(4) The employing authority shall permit officers to take such leave during their assignments as shall be agreed and specified in the Notes or letters to the assignment.

Article 8

The Government of Malawi shall ensure that its treatment of officers and their families shall always be in a manner no less favourable than that enjoyed by technical assistance personnel assigned to Malawi by other countries.

Article 9

The Government of Malawi shall:

- (a) indemnify the Danish Government and officers against civil liability and grant officers immunity from criminal prosecution in respect of words written or spoken or acts performed by them in the course of official duties. Indemnity shall not extend to an officer's intentional wrongs or gross negligence.

The immunity of Danish personnel from criminal prosecution may be waived by the Government of Denmark;

- (b) exempt officers from national service obligation;
- (c) accord officers the same privileges in respect of exchange control facilities as are accorded to technical assistance personnel of other countries of comparable rank serving in Malawi;

- (d) exempt the emoluments and allowances paid to officers by the Danish Government from income tax or any other tax on, or calculated in relation to, income which is payable under Malawi legislation;
- (e) exempt from import duties all equipment, materials, or supplies imported by the Danish Government with the approval of the Malawi Government for the use of officers provided under this Agreement in the performance of their duties, or in connection with training projects approved in accordance with Article 3 (2), or for use by the Malawi Government or employing authority; provided that if any of the equipment (including vehicles) which is imported into Malawi under these concessions, is sold or disposed of in Malawi other than by the Malawi Government, within two years from the original date of importation, import duty thereon shall be paid by the Danish Government in accordance with the Customs Tariff;
- (f) allow members of the Danish personnel entering Malawi for the first time to take up assignments, free of duty importation of their personal and household effects (including one motor vehicle), whether new or used, provided that such effects were owned or ordered by them prior to their arrival in Malawi, are imported within six months of their arrival or within such further period as the Controller of Customs and Excise may allow, and are not intended for sale or disposal. Personal and household effects shall be interpreted as including one radio, one record player, one tape recorder, one refrigerator, minor electrical appliances, photographic and cine equipment;
- (g) permit the exportation duty-free of the equipment, materials and effects referred to in paragraphs (e) and (f) of this Article upon the termination of the assignment of each officer;
- (h) notify the Danish Consulate as soon as possible in the event of arrest or detention, or of criminal proceedings being instituted against the officer, his spouse or dependents.

Article 10

The provisions of the present Agreement shall apply equally to Danish officers who are already carrying out their assignments in Malawi as well as to their families.

Article 11

The Danish and Malawi Governments will jointly assess the results of any technical co-operation activity upon its completion.

Article 12

(1) Fellowships for studies in Denmark will be made available for trainees duly nominated and selected by the Government of Malawi.

(2) For each trainee for whom the Government of Denmark undertakes to provide training in Denmark under this Agreement, the Government of Denmark shall 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 and subsistence allowance.

(3) For each trainee for whom the Government of Denmark undertakes to provide training in Denmark under this Agreement, Malawi shall, in accordance with its standard regulations, pay:

- (a) internal travel costs between the trainee's duty station and the point of departure and the corresponding costs on his return to Malawi;
- (b) the appropriate allowance for the maintenance of eligible dependents in Malawi;
- (c) a clothing allowance.

Article 13

(1) This Agreement shall apply as from the date of signature and remain in force until terminated by either Party after giving six months' notice in writing to the other Party.

(2) Notwithstanding the termination of this Agreement, every assignment shall be completed under the provisions of this Agreement as if the Agreement were still in force.

IN WITNESS WHEREOF the undersigned, duly authorized thereto by their respective Governments, have signed the present Agreement.

DONE at Blantyre on this 2nd day of March, 1971, in two originals, in the English language, both texts being equally authentic.

For the Government of the Kingdom of Denmark:

KAI JOHANSEN

For the Government of the Republic of Malawi:

ALEKE K. BANDA
