

No. 13100

**DENMARK
and
SWAZILAND**

**Agreement on technical co-operation. Signed at Mbabane
on 12 June 1973**

Authentic text: English.

Registered by Denmark on 27 February 1974.

**DANEMARK
et
SOUAZILAND**

**Accord de coopération technique. Signé à Mbabane le 12
juin 1973**

Texte authentique : anglais.

Enregistré par le Danemark le 27 février 1974.

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

PREAMBLE

The Government of the Kingdom of Denmark and the Government of the Kingdom of Swaziland, desirous of strengthening the legal and institutional framework of their technical co-operation, have made the following Agreement.

Article I. UNDERTAKINGS BY THE CONTRACTING PARTIES

The Government of Denmark will make available to the Government of the Kingdom of Swaziland—or by joint decision of the Contracting Parties to private agencies or organizations—such personnel, material resources and training opportunities as shall in each case be determined by the two Parties. The Government of Swaziland will ensure the effective utilization of the said personnel, resources and opportunities.

Separate agreements concerning specific projects may be concluded.

Article II. STATUS AND UTILIZATION OF PERSONNEL

1. Personnel serving under this Agreement will comprise two categories, defined as follows:

- a. Advisory personnel who shall be officers recruited through the Danish International Development Agency (hereinafter referred to as DANIDA) to fill supernumerary positions either on short-term or long-term assignments and whose salaries are paid in full by the Danish Government.
- b. Operational personnel who shall be officers who are recruited through DANIDA, appointed and paid by the Government of Swaziland represented by the Permanent Secretary, Ministry of Finance, to fill an established staff post in public or semi-public agencies, and whose salaries are subsidized by the Danish Government. Contracts of service shall be concluded between the Government of Swaziland and the individual operational officer. The content of each contract shall be communicated in advance to the Danish Government. Contracts shall also be concluded between the Danish Government (represented by DANIDA) and the individual operational officer.

In the following provisions of this Agreement the term “officer” is used for both categories of personnel.

2. The Competent Authorities of Swaziland will in each case provide DANIDA 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.

3. DANIDA will provide the Competent Authorities of Swaziland with all information necessary for the appraisal of the candidate such as training and previous professional experience.

4. The Competent Authorities will jointly decide in which cases counterparts shall be assigned by the Government of Swaziland to personnel made available by the Danish Government within the framework of this Agreement or other measures to be devised in order to achieve the desired objectives.

¹ Came into force on 12 June 1973 by signature, in accordance with article XI.
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5. In carrying out his assignment every officer will be subject to the instruction and such laws of the Government of Swaziland as are not inconsistent with the provisions of this Agreement.

6. Officers shall be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity.

7. *a.* Except in cases of wilful misconduct or gross negligence the Government of Swaziland shall bear all risks and claims resulting from, occurring in the course of, or otherwise connected with any operation covered by this Agreement. Without restricting the generality of the preceding sentence the Government of Swaziland shall indemnify and hold harmless the Danish Government and the officers made available by the Danish Government against any and all liability, suits, actions, demands, damages, costs or fees on account of death or injury to persons or property or any other losses resulting from or connected with any act or omission performed in the course of operations covered by this Agreement

b. The Government of Swaziland shall ensure that all officers and their families shall enjoy the full protection of the law. In the event of detention for any reason of an officer made available by the Danish Government (or spouses or dependants of such officers) or of criminal proceedings being instituted against them the Danish diplomatic mission shall be notified immediately.

8. The Government of Swaziland shall have the right to request the recall of any officer whose work or conduct is unsatisfactory; before exercising such right the Government of Swaziland undertakes to consult with the Government of Denmark.

The Government of Denmark shall have the right to recall any officer at any time; before exercising such right the Government of Denmark will, unless exceptional circumstances demand that such personnel be recalled immediately, consult with the Government of Swaziland for that purpose as well as on arrangements for securing rapid replacement of such personnel.

9. If agreed upon between DANIDA and the Competent Authorities of Swaziland an officer may be transferred from one post to another during the period of assignment.

10. The Government of Swaziland shall permit the officers to take such leave during their assignment as shall be agreed upon and specified in the notes or letters to the assignment.

Article III

The two Governments will jointly bear the financial costs of the technical cooperation carried on under the provisions of this Agreement.

Article IV. OBLIGATIONS OF THE GOVERNMENT OF DENMARK

The Danish Government will pay:

1. The cost of travel to and from the duty station in Swaziland for officers. Travel expenses will also be paid for the families of officers assigned for more than 6 months.
2. The cost of transportation to and from the duty station in Swaziland of personal effects belonging to officers assigned for less than 6 months and personal and household effects belonging to officers assigned for more than 6 months, and their families.
3. Insurance to cover medical and hospital expenses.
4. *a. For advisory personnel:* All salaries and allowances accruing to officers for services in Swaziland under this Agreement.

- b. *For operational personnel*: An expatriate allowance in addition to the salary and other emoluments paid by the Government of Swaziland under article V, A.

Article V. OBLIGATIONS OF THE GOVERNMENT OF SWAZILAND

1. The following benefits shall be accorded to the officers:

A. Salaries as specified below:

For operational personnel: Salaries and related emoluments not less than the amount which officers of Swaziland of comparable rank would receive.

B. Accommodations as specified below:

- (a) *For advisory personnel*: housing with hard furnishings for advisory personnel and their families, housing and furnishing to be of the same standard as that provided for officers of the Government of Swaziland whose terms of appointment specify an entitlement to housing on payment of a subsidized rent. Water, telephone and electricity charges in respect of such housing will be the responsibility of the adviser.

- (b) *For operational personnel*: accommodation of the same type as for other expatriate contract officers; rent to be charged the officer at the rates in force for such officers of comparable status. If the officer initially resides in a hotel, the Government of Swaziland will fulfil its obligations by refunding to the officer an amount equivalent to the full hotel bill (board and lodging but excluding any extras, such as laundry, etc.) for a period of 14 days after which the conditions of General Order 912 (a)* shall apply; provided that the rate paid at the hotel is reasonable according to prevailing local rates and that the hotel and particular accommodation therein occupied by the officer are not above standards which an officer of the Government of Swaziland of comparable status might reasonably expect.

C. Other facilities:

(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 other assistance, and free postage and telecommunications for official purposes.

(b) Local transport for official journeys of the officer to the same extent as provided for offices of the Government of Swaziland 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 officers of the Government of Swaziland.

2. The Government of Swaziland undertakes that officers shall:

- (a) be immune from national service and military obligations;
- (b) be accorded the same privileges in respect of exchange control facilities as are accorded to technical personnel of other countries serving in Swaziland.

3. The Government of Swaziland will make provision for the exemption of officers from:

- (a) all taxes in respect of any emolument paid to them from Danish sources;
- (b) all duties and taxes imposed on the import and export of durable furniture and personal effects imported by the officers and their families for their exclusive use within 6 months after their arrival subject to re-export on completion of

* By Note No. 8 of the 30th of May, 1973, The Department of Foreign Affairs of the Kingdom of Swaziland has advised that as far as the Agreement with Denmark is concerned General Order 912 (a) has been replaced by General Order A 290 (S), General Order A 414 (1), General Order A 414 (4) and General Order A 414 (5).

tour of duty or payment of customs if sold locally. The term “personal effects” shall include *inter alia* for each household: one refrigerator, one deep freezer, one radio, one record player, one tape recorder, one television set, minor electrical appliances, one set of photographic and cine-equipment and air conditioning unit;

(c) all duties and taxes imposed on the import and export of a motor vehicle, for personal use of the officers, or the purchase of such a motor vehicle in Swaziland out of duty free stock, provided that a motor vehicle imported under these privileges shall be liable for such duties and taxes if resold to a person in Swaziland, unless resold to a person entitled to the same privileges.

4. The Government of Swaziland shall give assistance in clearance through customs of effects mentioned under 3 *b.* and *c.* above.

5. The Government of Swaziland shall ensure that no currency or foreign exchange controls be imposed on funds brought into Swaziland by DANIDA for purposes entered into in accordance with this Agreement, provided that bank accounts for such funds shall be used exclusively for such purposes, and that balances on such accounts shall be fully transferable into Danish or any other convertible currency.

Article VI

The provisions of the present Agreement shall apply equally to Danish officers who are already carrying out their activity in Swaziland under the technical cooperation between the two Governments, as well as to their families.

Article VII. MATERIAL RESOURCES

The Government of Swaziland shall give exemption from all customs duties and other fiscal charges for all equipment, materials, supplies and spare parts supplied by Denmark to the activities agreed upon and shall give assistance in clearance through customs of such goods.

Article VIII. STUDENT TRAINING

1. Fellowships for post graduate studies in Denmark will be available for candidates duly nominated and selected by the Government of Swaziland.

2. For each trainee who is a citizen of Swaziland and for whom the Government of Denmark undertakes to provide training in Denmark under this Agreement, the Government of Denmark will 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, subsistence allowance and allowance for winter clothing.

3. For each trainee for whom the Government of Denmark undertakes to provide training in Denmark under this Agreement, the Government of Swaziland will pay:

- a.* internal travel costs between the trainee’s duty station and the point of departure and the corresponding costs on his return to Swaziland;
- b.* that portion of the trainee’s salary allowed to him under current regulations to enable him to continue to meet his financial obligations in Swaziland

Article IX. EVALUATION

Upon completion of any project of technical co-operation the Contracting Parties may consult each other in order to analyse its results.

Article X. AMENDMENT

This Agreement may be amended or supplemented by mutual consent of the Contracting Parties by an exchange of letters.

Article XI. ENTRY INTO FORCE AND TERMINATION

This Agreement shall enter 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 6 months before the expiry of the then current year.

DONE in Mbabane on this the 12th day of June, 1973 in two originals in the English language, both texts being equally authentic.

For the Government of the Kingdom of Denmark:

J. O. STEPHENSEN
Acting Consul-General

For the Government of the Kingdom of Swaziland:

M. S. MATSEBULA
Minister for Foreign Affairs
