

**No. 14482**

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**DENMARK  
and  
ZAIRE**

**Agreement regarding technical co-operation in the field of  
public health (with protocol and annexes). Signed at  
Kinshasa on 9 June 1973**

*Authentic text: French.*

*Registered by Denmark on 23 December 1975.*

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**DANEMARK  
et  
ZAÏRE**

**Accord de coopération technique dans le domaine de la  
santé publique (avec protocole et annexes). Signé à  
Kinshasa le 9 juin 1973**

*Texte authentique : français.*

*Enregistré par le Danemark le 23 décembre 1975.*

## [TRANSLATION—TRADUCTION]

**AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE KINGDOM OF DENMARK AND THE NATIONAL EXECUTIVE COUNCIL OF THE REPUBLIC OF ZAIRE REGARDING TECHNICAL CO-OPERATION IN THE FIELD OF PUBLIC HEALTH**

The Government of the Kingdom of Denmark (hereinafter referred to as “the Danish Party”) and the National Executive Council of the Republic of Zaire (hereinafter referred to as “the Zairian Party”), desiring to continue the technical co-operation in the field of public health established between the two countries by the Agreement of 21 April 1963 on the establishment of a training hospital and extended by the Agreement of 25 May 1968<sup>2</sup> regarding technical co-operation in the field of public health, have concluded this Agreement in a spirit of mutual understanding and friendship.

*Article 1*

1. For the purpose of training personnel employed by the Zairian Public Health Department, the two Contracting Parties shall continue to collaborate in operating the hospital known as the Clinique Kinoisé and in the related training activities.

2. During the period of validity of this Agreement, the management of the Clinique Kinoisé shall gradually be transferred to the Zairian Party in accordance with this Agreement and the Protocol thereto.

*Article 2. OBLIGATIONS OF THE DANISH PARTY*

1. The Danish Party shall, pursuant to the provisions of this Agreement, assume responsibility for payment of the annual subsidies, fixed in section I, A, of the Protocol, allocated for the operation of the Clinique Kinoisé. These subsidies shall be assigned, within the limits of the amounts indicated, to the following purposes:

- (a) remuneration of non-Zairian personnel, engaged under Danish contract, in the medical, paramedical, technical and administrative categories, in accordance with annex I to the Protocol;
- (b) payment of the cost of travel by such personnel to and from Zaire;
- (c) payment of the costs of any other travel by such personnel in the performance of their duties during their stay in Zaire;
- (d) contribution to the supply to the Clinique Kinoisé of medicaments, the necessary supplies and equipment, such as dressings, films for x-ray examinations, medical instruments and apparatus and teaching materials, and to other costs essential to the functioning of the Clinique Kinoisé.

2. The furniture, equipment and supplies provided by the Danish Party shall be the property of the Zairian Party and shall remain at the disposal of the Clinique Kinoisé.

<sup>1</sup> Came into force on 23 July 1974, date of the final notification of the completion of the required formalities, in accordance with article 10.

<sup>2</sup> United Nations, *Treaty Series*, vol. 649, p. 103, and p. 396 of this volume.

### Article 3. OBLIGATIONS OF THE ZAIRIAN PARTY

1. By virtue of the provisions of this Agreement, the Zairian Party undertakes:

- (a) to continue to make available for co-operation the Clinique Kinoisé, with its grounds and buildings;
- (b) to provide, in addition to the items listed in article 2, 2, any additional furniture, equipment and supplies necessary for the proper functioning of the Clinique Kinoisé;
- (c) to make available free of charge to the Danish Party accommodation for the non-Zairian staff mentioned in article 2, 1 (a), and to assume responsibility for the maintenance of such accommodation (see section II, E, of the Protocol);
- (d) to assume responsibility for such obligations and costs necessary to the functioning of the Clinique Kinoisé as are not covered by the subsidy granted by the Danish Party by virtue of article 2, 1, including the engagement and remuneration of medical, paramedical, administrative, technical and other personnel in addition to the personnel mentioned in article 2, 1 (a);
- (e) to appoint persons as counterparts in accordance with section II, D, of the Protocol and to assure such persons of adequate tenure of service with a view to the gradual transfer of the management of the Clinique Kinoisé to the Zairian Party. Appointment of such counterparts shall be carried out in accordance with the rules laid down in section II, D, of the Protocol;
- (f) to help to recruit students from all regions of Zaire to attend the courses organized by the Clinique Kinoisé, and to appoint the members of a selection committee, composed of representatives of the two Parties, to be responsible for the final selection of a number of qualified students within the categories provided for in section IV, paragraphs A and B, of the Protocol;
- (g) to pay the cost of travel by all categories of students mentioned in section IV of the Protocol between their homes and the Clinique Kinoisé, and to grant scholarships in accordance with the regulations in force;
- (h) to help to select Zairian collaborators at the Clinique Kinoisé who are particularly qualified to receive advanced and specialized training, either within or outside Zaire, in order to fill future posts as instructors at the Clinique Kinoisé, and to ensure that these persons receive such training and are subsequently appointed to posts at the Clinique Kinoisé;
- (i) to authorize the free and uninterrupted use of telecommunications for the business of the Clinique;
- (j) to exempt from customs duties and all other taxes the supplies and equipment provided for the Clinique Kinoisé by the Danish Party under the Clinique's supply and equipment programme, as established by neutral agreement between the Contracting Parties.

### Article 4

1. The Medical Director shall be responsible for the Clinique Kinoisé. He shall be appointed by the Danish Party until responsibility for the Clinique Kinoisé has been fully transferred to the Zairian Party upon agreement between the Contracting Parties. The Zairian Party shall appoint the Deputy Medical Director.

2. The Danish and Zairian administrations shall be merged on the date of entry into force of the Agreement and from that date responsibility for the administration of the Clinique Kinois shall devolve jointly on both Parties.

The joint administration shall be supervised by the Medical Director of the Clinique Kinois and be subject to the control of the management committee mentioned in article 9.

3. Administration of the non-Zairian personnel engaged by the Danish Party shall, in respect of wages, pensions and other contractual provisions, be the responsibility of the Danish Medical Mission. However, in the performance of their professional duties, the non-Zairian personnel shall be governed by the rules of the regular hierarchy of the Clinique.

#### *Article 5*

1. The non-Zairian medical, paramedical, administrative and technical personnel engaged by the Danish Party and sent to the Republic of Zaire in accordance with this Agreement and any supplementary provisions made hereunder, shall, during their stay in Zairian territory, be governed by the following rules:

- (a) the Zairian Party shall exempt from all customs duties, other import or export charges, prohibitions and restrictions, and from any other type of fiscal charge the motor vehicles, furniture and personal effects brought into Zairian territory by the personnel sent from Denmark and by members of their families, provided that such motor vehicles, furniture and effects remain their property;
- (b) the non-Zairian personnel shall be exempt in Zaire from any tax on that part of their salaries which is paid by the Danish Government;
- (c) the non-Zairian personnel shall be immune from legal process for any act performed by them in the exercise of their functions.

2. (a) The Zairian Party undertakes to assume full responsibility for any damage caused by the co-operating personnel in the exercise of their functions.

(b) However, in the case of intentional acts or gross negligence, the Danish Party undertakes to assume full responsibility for any damage caused by the co-operating personnel in the exercise of their functions.

(c) The two Parties shall, in every case, hold consultations to make appropriate arrangements.

(d) Nevertheless and without prejudice to the foregoing, the Zairian Authorities, in collaboration with the representatives of the Danish Authorities, shall take all necessary measures to protect the health of patients and to safeguard the interests of any victims.

#### *Article 6*

1. The two Parties shall refrain from requiring the non-Zairian personnel mentioned in article 2, 1 (a), of this Agreement to perform any activity or service other than the functions for which they were appointed.

2. The non-Zairian personnel mentioned in this Agreement shall be subject to the laws of the Republic of Zaire and to the service instructions issued by the competent Zairian Authorities.

### Article 7

1. The Zairian Party undertakes to adopt all necessary measures to ensure the safety of the persons and property of the non-Zairian personnel.

2. The Zairian Party shall do everything in its power to facilitate the work done by the non-Zairian personnel in the course of their duties and to provide them with the services and facilities they require to do that work successfully.

### Article 8

For the purpose of ensuring the effective application of this Agreement, the representatives of the two Parties shall meet at least once a year.

### Article 9

1. The two Parties shall appoint the members of a Danish-Zairian management committee for the Clinique Kinois (hereinafter referred to as the management committee). It shall be the duty of that committee to report at regular intervals, and at least twice a year, to the two Parties on the application of this Agreement and to give its opinion on any questions which may arise in that connexion.

2. The management committee shall meet when convened by its Chairman.

3. The chairmanship of the management committee shall be held alternatively by the Parties for a period of one year.

Furthermore, the management committee shall meet whenever one of the Parties so requests. In such case the meeting shall be convened within two weeks of the date of the request.

4. The management committee shall, before 1 May each year, approve the budget prepared by the management of the Clinique Kinois, including the expenses relating to the non-Zairian personnel (see article 2, 1 (a), (b) and (c)). The management accounts of the Clinique Kinois shall also be submitted for approval each year to the management committee within the six months following the closure of the financial year.

### Article 10

This Agreement is concluded for a period of six years.

It shall enter into force on expiry of the Agreement of 25 May 1968, following final notification that the formalities required for the entry into force of the present Agreement have been completed.

### Article 11

This Agreement and the Protocol thereto, together with any relevant provisions, may be modified by mutual agreement between the two Parties.

Each of the two Parties may denounce this Agreement. A Party taking a decision to that effect shall notify the other Party of that decision in writing. The denunciation shall take effect 90 days after the date of notification.

### Article 12

The Agreement of 25 May 1968<sup>1</sup> regarding technical co-operation in the field of public health shall be abrogated upon the entry into force of this Agreement.

IN WITNESS WHEREOF, the undersigned, duly authorized representatives of their respective authorities, have signed this Agreement in duplicate in the French language.

DONE at Kinshasa, on 9 June 1973.

For the Kingdom of Denmark:

BENGT JOHNS

Ambassador of Denmark

For the Republic of Zaire:

A. B. IDZUMBUIR

Director for International Co-operation

### PROTOCOL

The following measures and provisions shall be put into effect in respect of the reciprocal obligations deriving from the Agreement signed this day between the Government of the Kingdom of Denmark and the National Executive Council of the Republic of Zaire:

#### I. OBLIGATIONS OF THE DANISH PARTY

A. The total amount of the subsidy to be paid by the Danish Party to the Clinique Kinois (see article 2, 1) is hereby fixed at a maximum of 42,000,000 Danish kroner, to be divided into the following indicative annual portions during the period of validity of the Agreement:

- 1st year 73/74: 9,500,000 Danish kroner;
- 2nd year 74/75: 8,700,000 Danish kroner;
- 3rd year 75/76: 7,600,000 Danish kroner;
- 4th year 76/77: 6,300,000 Danish kroner;
- 5th year 77/78: 5,500,000 Danish kroner;
- 6th year 78/79: 4,400,000 Danish kroner.

Out of these amounts the Danish Party shall pay the costs of the recruitment, engagement, remuneration and travel of the personnel mentioned in annex I to this Protocol for the periods indicated. The difference between the total expenses in connexion with (a), (b) and (c) of article 2, 1, of the Agreement and the total subsidy paid by the aforementioned Danish Party shall be deposited at quarterly intervals in the bank account of the Clinique Kinois at Kinshasa, for the purposes listed in (d) of the said article.

B. The obligation of the Danish Party to make personnel available to the Clinique Kinois is specified in annex I to this Protocol.

C. Where any of the posts listed in annex I to this Protocol falls vacant, the Medical Director of the Clinique Kinois shall contact the Zairian authorities so that the post may be filled by a qualified Zairian candidate.

<sup>1</sup> See p. 396 of this volume.

D. The Danish Party shall, for its part, take the necessary measures to ensure that the Danish and Zairian administrations of the Clinique Kinois are merged, in accordance with article 4, 2, of the Agreement.

## II. OBLIGATIONS OF THE ZAIRIAN PARTY

A. The Zairian Party shall (see article 3) assume responsibility for all the expenses and commitments necessary to the proper functioning of the Clinique Kinois, with the exception of the points listed in article 2 of the Agreement. It shall make the necessary quarterly payments into the bank account of the Clinique Kinois in Kinshasa to cover the aforementioned operating costs. The amount of such payments shall be determined annually at the time of approval of the integrated budget of the Clinique Kinois (see article 9, 4, of the Agreement).

B. The Zairian Party shall engage and remunerate the Zairian personnel listed in annex II to this Protocol.

C. The Zairian Party shall, for its part, take the necessary measures to ensure that the Danish and Zairian administrations of the Clinique Kinois are merged, in accordance with article 4, 2, of the Agreement.

D. The Zairian Party shall, upon the entry into force of the Agreement, appoint a deputy to the Medical Director and to the Administrator and, as soon as possible, on the basis of the recommendations of the management committee, deputies to the matron of the hospital, the head of training programmes and other persons holding responsible posts.

E. The Zairian Party shall (see article 3, 1 (c)) make available free of charge to the Danish Party accommodation for the non-Zairian personnel engaged in accordance with article 2, 1 (a), and listed in annex I to this Protocol.

In fulfilment of this obligation, the Zairian Party shall continue to make available to the Danish Party the "Ex-Semois" building.

## III. MANAGEMENT COMMITTEE

Upon the entry into force of the Agreement, the management committee mentioned in article 9 shall be constituted.

Each of the two Parties shall appoint three representatives to this committee. Furthermore, the two Parties may obtain the assistance of a representative of the World Health Organization. The Deputy Medical Director, the Danish Administrator and his Deputy shall participate in the meetings of the management committee.

The management committee shall, upon the entry into force of the Agreement, approve regulations concerning the administration and operation of the Clinique Kinois. The regulations shall be prepared by the Medical Director in agreement with the competent Zairian Authorities.

## IV. EDUCATION

A. The training of the personnel mentioned in article 3, 1 (f), shall be the responsibility of the school, by virtue of Presidential Ordinance No. 67/230 of 11 May 1967, making provision for the implementation of Ordinance-Law No. 66/299 of 14 May 1966, concerning technical and paramedical education.

The students shall be selected by the selection committee mentioned in article 3, 1 (f).

Each Party shall appoint three members to serve on the committee.

Furthermore, a representative of the World Health Organization may serve on the committee.

B. In accordance with the requests made by the competent Zairian authorities, the Clinique Kinois:

1. shall continue, in accordance with article A, to train male and female nursing aides, second year, option 3, in accordance with the conditions laid down in that article;
2. shall continue to accept trainees from the Institute of Medical Education.

C. The Clinique Kinois shall, together with the competent Zairian authorities, establish the appropriate procedures for collaboration as regards the training of male and female general instructors and male and female instructors for schools, and practical hospital training.

It shall continue to accept for practical vocational training students in hospital administration and management and medical students, in so far as is possible and in accordance with the Clinique's capacity.

D. The Clinique Kinois shall continue the parent education programmes in nutrition, vaccinations, etc., through its mobile services and the public health courses for the personnel.

## ANNEX I

### DECREASING COMPLEMENT OF NON-ZAIRIAN STAFF AT THE CLINIQUE KINOISE

<i>Hospital + school</i>	<i>First year 73/74</i>	<i>Second year 74/75</i>	<i>Third year 75/76</i>	<i>Fourth year 76/77</i>	<i>Fifth year 77/78</i>	<i>Sixth year 78/79</i>
Chief of Danish Medical Mission=Medical Director . . . . .	1	1	1	1	1	1
Medical chiefs of service . . . . .	7	6	5	4	3	2
Assistant medical officers . . . . .	4	4	3	2	1	0
Medical officer/public health adviser . . . . .	1	1	1	1	1	1
Matron of the hospital . . . . .	1	1	1	1	1	1
School principal . . . . .	1	1	1	1	1	1
Head nurses . . . . .	2	2	2	1	1	0
Instructors (female) . . . . .	5	5	5	3	3	3
Public health instructors (female) . . . . .	2	2	2	2	2	1
Heads of nursing services . . . . .	6	6	6	6	4	2
Certified nurses . . . . .	6	4	2	0	0	0
Midwives . . . . .	2	2	2	1	0	0
Kinesitherapist . . . . .	1	1	1	1	1	1
Pharmacy assistant . . . . .	1	1	1	1	1	0
Laboratory workers (male or female) . . . . .	3	3	3	2	2	1
Medical secretary . . . . .	1	1	1	0	0	0
Administrator . . . . .	1	1	1	1	1	1
Deputy administrator . . . . .	1	1	0	0	0	0
Supervisors . . . . .	2	2	1	1	1	0
Bookkeeper . . . . .	1	1	1	1	1	1
Cashier . . . . .	1	1	1	1	1	1
Administrative secretaries . . . . .	3	3	3	3	3	3
Chief technician . . . . .	1	1	1	1	1	1
Deputy chief technician . . . . .	1	1	0	0	0	0
<b>TOTAL . . . . .</b>	<b>55</b>	<b>52</b>	<b>45</b>	<b>35</b>	<b>30</b>	<b>21</b>

## ANNEX II

## INDICATIVE LIST OF ZAIRIAN PERSONNEL FOR THE CLINIQUE KINOISE

<i>Personnel categories</i>	<i>First year 73/74</i>	<i>Second year 74/75</i>	<i>Third year 75/76</i>	<i>Fourth year 76/77</i>	<i>Fifth year 77/78</i>	<i>Sixth year 78/79</i>
Medical Director . . . . .	0	0	0	0	0	0
Deputy Medical Director . . . . .	1	1	1	1	1	1
Medical chiefs of service . . . . .	0	1	2	3	4	5
Assistant medical officers . . . . .	4	4	5	6	7	8
Medical officer/public health adviser . . . . .	0	0	0	0	0	0
Matron of the hospital . . . . .	0	0	0	0	0	0
Deputy matron . . . . .	1	1	1	1	1	1
School principal . . . . .	0	0	0	0	0	0
Deputy principal . . . . .	1	1	1	1	1	1
Head nurses . . . . .	0	0	0	1	1	2
Deputy head nurses . . . . .	2	2	2	2	2	2
Instructors (female) . . . . .	3	3	3	5	5	5
Public health instructors (female) . . . . .	0	0	0	0	0	1
Heads of nursing services (male or female) . . . . .	4	4	4	4	6	8
Certified nurses (male or female) . . . . .	45	47	49	51	51	51
Nursing aides (male or female) . . . . .	66	66	66	66	66	66
Nursing aides (male or female), health option . . . . .	2	2	2	2	2	2
Midwives . . . . .	0	0	0	1	2	2
Assistant midwives . . . . .	26	26	26	26	26	26
Kinesitherapist . . . . .	0	0	0	0	0	0
Pharmacist . . . . .	1	1	1	1	1	1
Pharmacy assistant . . . . .	0	0	0	0	0	1
Laboratory workers (male or female) . . . . .	2	2	2	3	3	4
Medical secretaries (male or female) . . . . .	13	13	13	14	14	14
Administrator . . . . .	1	1	1	1	1	1
Deputy administrators . . . . .	2	2	3	3	3	3
Supervisors . . . . .	0	0	1	1	1	2
Bookkeeper . . . . .	1	1	1	1	1	1
Cashier . . . . .	1	1	1	1	1	1
Other administrative personnel (including administrative secretaries) . . . . .	36	36	36	36	36	36
Technician . . . . .	0	0	0	0	0	0
Deputy chief technician . . . . .	0	0	1	1	1	1
Manual workers (joiners, mechanics, plumbers, electricians, etc.) . . . . .	17	17	17	17	17	17
Drivers . . . . .	9	9	9	9	9	9
Switchboard operators . . . . .	8	8	8	8	8	8
Guards . . . . .	16	16	16	16	16	16
Orderlies (male) . . . . .	76	76	76	76	76	76
Orderlies (female) . . . . .	25	25	25	25	25	25
Kitchen helpers . . . . .	22	22	22	22	22	22
Laundry workers . . . . .	12	12	12	12	12	12
Food distribution workers . . . . .	10	10	10	10	10	10
Gardeners . . . . .	5	5	5	5	5	5
TOTAL . . . . .	412	415	422	432	437	446