

No. 14770

**DENMARK
and
BOTSWANA**

**Agreement on volunteers from Denmark (with annex).
Signed at Gaborone on 29 April 1975**

Authentic text of the Agreement: English.

Authentic text of the annex: Danish.

Registered by Denmark on 24 May 1976.

**DANEMARK
et
BOTSWANA**

**Accord relatif aux volontaires danois (avec annexe). Signé à
Gaborone le 29 avril 1975**

Texte authentique de l'Accord : anglais.

Texte authentique de l'annexe : danois.

Enregistré par le Danemark le 24 mai 1976.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE REPUBLIC OF BOTSWANA AND THE GOVERNMENT OF THE KINGDOM OF DENMARK ON VOLUNTEERS FROM DENMARK

PREAMBLE

The Government of the Republic of Botswana and the Government of the Kingdom of Denmark, desirous of collaborating in the development of Botswana and of placing at the disposal of the Botswana Government Danish volunteers within the framework of the Danish Development Volunteer Service and inspired with the desire to conclude an agreement to this end, have agreed as follows:

Article I. The Government of Denmark, represented by the Danish Association for International Co-operation (hereunder called the Association), will furnish such Danish volunteers as may be agreed upon by the Government of Botswana and the Association to perform mutually agreed tasks in Botswana.

The number of Danish volunteers as well as their assignments in Botswana are to be agreed upon by separate exchange of letters between the Government of Botswana and the Association.

Article II. The Danish volunteers will work under the supervision of governmental or other institutions in Botswana as agreed upon by the two parties. During service in Botswana the Danish volunteers employed in the Civil Service will be subject to the Botswana General Orders for civil servants in so far as these are not contrary to the present Agreement or to the contract of service between the Association and the volunteers. A specimen copy of the contract of service is attached as an annex to this Agreement. In respect of volunteers employed as teachers, the regulations of the Teaching Service Law shall apply, and in respect of personnel working in non-governmental agencies, such rules and regulations which govern these agencies shall apply in so far as these are not contrary to the present Agreement or to the contract of service between the Association and the volunteers.

Article III. The volunteers will serve in Botswana for a period of two years unless otherwise agreed. During their assignment the volunteers will be entitled to three weeks annual leave.

Article IV. To enable the Association to discharge its responsibilities in Botswana under this programme, the Government is ready to receive a resident representative of the Association and necessary staff.

It is agreed that the resident representative may also handle the administration of Danish volunteers in Lesotho and Swaziland.

Article V. The Association undertakes to:

- (a) Provide introductory training for the volunteers before their arrival in Botswana.
- (b) Pay the transportation costs for the volunteers, the Resident Representative and members of the staff between Denmark and Botswana.

¹ Came into force on 29 April 1975 by signature, in accordance with article XIV.

- (c) Pay the emoluments of volunteers during their assignment in Botswana, including living allowance, leave allowance and outfit allowance.
- (d) Provide a limited number of motor vehicles, including motor cycles as needed to enable the volunteers, the Resident Representative and members of his staff to perform their duties. The Association will cover the maintenance of the above vehicles which will remain the property of the Association.
- (e) Cover the insurance expenditure of the volunteers.

Article VI. The Government of Botswana undertakes to:

- (a) Provide the volunteers, the Resident Representative and members of the staff with the necessary visas, entry permits and permits allowing them to work in Botswana.
- (b) Provide such in-country orientation for the volunteers as might be deemed necessary by the Botswana Government.
- (c) Accord equitable treatment to the volunteers, the Resident Representative and members of the staff and their property and grant them treatment no less favourable than that granted any other non-Botswana citizen residing in Botswana and fulfilling similar tasks.
- (d) Coordinate and prepare adequately in consultation with the Resident Representative the agreed placements of the volunteers and ensure support from the agreed institutions or projects to which the volunteers are assigned.
- (e) Exempt the volunteers, the Resident Representative and members of the staff from all personal and graduated taxes or any other taxes which may be imposed in Botswana, on emoluments received from Danish sources outside Botswana.
- (f) Exempt volunteers, the Resident Representative and members of the staff from customs duties on all their used personal and household effects, excluding motor-vehicles, imported into Botswana within 6 months of the arrival of the volunteers in Botswana.
- (g) Exempt the Association from all taxes, fees and customs duties on the equipment and supplies, imported into Botswana by the Association.
- (h) Accord the Association duty free importation into Botswana or duty free purchase of up to 5 motor vehicles and up to 5 motor cycles for the use of the Resident Representative and his staff.
- (i) Provide free of rent suitable accommodation and basic furniture for the volunteers. While volunteers are waiting to be allocated suitable accommodation, the Government will pay for their accommodation in a hotel or provide some other suitable accommodation.
- (j) Provide suitable housing for the Resident Representative and his family and the Danish members of his staff and their families at the rental applicable to civil servants who are so entitled.
- (k) Provide 4 offices or the equivalent free of charge for the Resident Representative's Office in Gaborone.
- (l) Pay the costs of travel undertaken by the volunteers while on official duty and during in-country orientation which might be deemed necessary by the Government, in accordance with General Orders.
- (m) Provide ordinary Medical Services and facilities for the volunteers to the same extent as those accorded other volunteers in the service of the Botswana Government.

- (n) Keep the Association informed of any serious disagreement arising between a volunteer and the institution to which he is assigned.
- (o) Allow the Resident Representative and his deputy to visit and observe the activities of the volunteers.

Article VII. The Government of Botswana shall have the right to demand the recall of any volunteer whose work or conduct is unsatisfactory in the eyes of the Government of Botswana and will in such a case consult with the Resident Representative with a view to arranging the repatriation of the volunteer in accordance with Article V (b) and for a possible replacement.

Article VIII. Similarly, the Association will have the right to recall any volunteer after consultation with the Government of Botswana.

Article IX. In accordance with the contract between the volunteer and the Association, the volunteer will have the right to resign from service after having consulted the Resident Representative and after having given reasonable notice.

Article X. It is understood by the Government of Botswana that the provision of volunteers from the Association is subject to the availability of funds in Denmark.

Article XI. The Government of Botswana shall bear all risks and claims resulting from or 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 Botswana shall indemnify and hold harmless the Danish Personnel against any and all liability suits, actions, demands, damages, costs or fees, on account of death, injury to person 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. In the event of gross negligence or wilful intention giving rise to any such claim, the personnel will remain liable to indemnify the Government of the Republic of Botswana.

Article XII. The Government of the Republic of Botswana undertakes that the Resident Representative, members of his staff and the volunteers shall be exempted from legal process in respect of words spoken or written and all acts performed by them in their official capacity.

Article XIII. In the event of arrest or detention of a volunteer, his spouse or dependants, or of criminal proceedings being instituted against them, the Resident Representative shall be notified immediately.

Article XIV. This Agreement shall enter into force on the day of its signature and shall remain valid until 90 days after the date of a written notification from either Government to the other of the intention to terminate it.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto, have signed the present Agreement.

DONE in Gaborone on the 29th day of April 1975 in two copies in English.

For the Government of the Republic of Botswana:
F. G. MOGAE

For the Government of the Kingdom of Denmark:
WINTHER SCHMIDT

For a two-year period as a development volunteer.

Country of service:

Term: , including a training period at the Association training centre of weeks and training in the host country for weeks before/after the assistance work

Joint placement with born on with whom the volunteer lives and wishes to continue to live throughout the period of service as a development volunteer.

Special provisions:

Place date

Copenhagen, (date)

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Volunteer

Danish Association
for International
Co-operation

SERVICE CONTRACT FOR A DEVELOPMENT VOLUNTEER

Conditions of service approved by the administration of the Association

1. *Objectives*

The volunteer shall make his services available to a developing country with a view to supporting its efforts to achieve economic development, social equality and political independence.

The volunteer is expected to contribute his knowledge and experience to domestic information work on the developing countries.

2. *Training*

The volunteer shall undergo the training assigned by the Association.

An intensive language course and the main course shall be given abroad, normally at the Association training centre, before the commencement of the assistance work. Instruction, as well as board and lodging, shall be provided free of charge and the Association shall pay a sum to cover the volunteer's personal needs.

After completion of the main course, the volunteer shall participate in supplementary training, the length, location and content of which shall be agreed upon by the Association and the authorities of the host country. During the supplementary training, the volunteer shall receive the usual emoluments.

3. *Labour conditions*

The period of work shall be 24 months, not including the time spent on supplementary training.

For the purpose of work-related matters, the volunteer shall be attached to his place of work and shall thus refer to the local authorities on the same footing as local and foreign colleagues.

If the authorities of the host country or the Association find it necessary, the volunteer may, after consultation on the subject, be transferred, if appropriate, to another developing country to which the Association assigns volunteers.

The volunteer may request that decisions concerning a transfer should be discussed in the local industrial council.

4. *General provisions*

During the training and assistance period, the volunteer may not take part in any political, commercial or other activity incompatible with his function as a volunteer. His conduct and attitude shall conform to the principles governing the assignment.

The volunteer shall be required to comply with the laws and regulations in force in the host country. During the assignment, the volunteer shall exercise the necessary discretion. The volunteer shall, for example, be responsible for ensuring that Denmark's and the Association's relations with the host country are not damaged by the disclosure of information received during the assignment.

In addition to his emoluments, the volunteer may not receive any payment for work or receive any other income in the host country or make a profit on the sale of transport used in the host country. Any such profits shall be paid into the account of the volunteer programme to support volunteer projects in the host country.

Fees for articles and illustrations for newspapers and magazines in Denmark and the host country may be accepted, however, if they are not part of payment for an employment relationship. Such fees shall be paid to the Association, which shall deposit the amount in a suspense account for release together with the volunteer's separation pay.

During both the training and the assistance period, the volunteer shall abide by the rules and instructions laid down by the Association. Through representation on the local industrial council, the volunteer shall be ensured influence on the Association's local assistance work and the administration thereof. In the event of disagreement between the Association and the volunteer on labour and contractual conditions, the volunteer may request that the question be discussed in the local industrial council, which, in accordance with specific regulations, may deliver an opinion for final decision by the Association.

5. *Leave*

The volunteer shall be entitled to three weeks' leave during each working year.

If the regulations on leave at the place of work provide an opportunity for longer leave, the volunteer may, by agreement with his superiors, follow those regulations.

Leave in connection with the expiry of the contract may be taken only by agreement with the place of work and the Association.

6. *Reporting*

During the assignment, the volunteer shall report to the Association in accordance with specific instructions. The volunteer shall immediately report any major health, personal or work problems.

On completion of the contract, the volunteer shall submit a written report to the Association giving an account of and evaluation of the assignment.

The Association shall be entitled to use the reports in its information activities for applicants and departing volunteers provided that the volunteer has not expressly requested that it not be so used. Other releases of such information may be allowed subject to consultation with the volunteer.

7. *Emoluments and other benefits*

(a) During the assistance assignment, accommodation shall be made available free of charge in accordance with the Association's regulations and in consultation with the authorities of the host country.

(b) To cover expenditure on food and other personal needs, a monthly allowance shall be provided. The amount shall be determined by the Minister for Foreign Affairs on the recommendation of the Association. Adjustments shall be made twice a year on the basis of information on price changes in the host country.

(c) To cover special expenditure on clothing before departure from Denmark and the arrangements for accommodation at the beginning of the assistance assignment, the volunteer shall be paid a lump sum grant.

(d) For the personal transport of the volunteer, the Association shall provide a small motorcycle. This may be converted into a monthly transport subsidy enabling the volunteer to fulfil the transport obligation which the Association has towards the host country. In accordance with specific regulations, a loan may be provided for the purchase of a car.

(e) When the volunteer has completed the main preparatory training course, during the remainder of the assignment a monthly separation allowance, to be determined by the Association, shall be paid. The amount shall be index-regulated in accordance with the rules in force in Denmark for the remuneration of civil servants. It shall be deposited in a suspense account in Denmark for withdrawal after the assignment period.

(f) In conjunction with leave, an extra month's pay shall be provided for each year of work.

(g) The volunteer shall be entitled to free travel from his last place of residence in Denmark to the place where the training is to take place and to the place of work and back to Denmark after completion of the assignment.

(h) The volunteer's spouse shall normally be placed with the volunteer. If no suitable placement can be found, in accordance with the specific regulations, a grant for the assignment shall be provided, on condition that the spouse undergoes the Association's selection and training process. A special contract for the purpose shall be signed.

(i) For each child under the age of 18 who lives with the volunteer and for whose maintenance [he is] responsible, a supplement to the benefits referred to in subparagraphs (b), (c) and (f) shall be paid. The child shall be entitled to free travel in accordance with subparagraph (g).

(k) A volunteer with maintenance obligations in respect of children in Denmark shall be paid a grant by the Association, which at most shall correspond to the standard allowance during the period of assignment.

(l) The Association may, in addition to the benefits paid under subparagraphs (a) to (k), provide the volunteer with a special grant and reimbursement of expenses in accordance with specific regulations.

A description of rates and reimbursement arrangements will be found on the reverse of the signature page.

The volunteer shall be required to keep a careful account of amounts expended on account and shall also be responsible for articles distributed by the Association, which shall be returned upon request. If material received is damaged or lost, the volunteer shall be responsible for replacing it in accordance with the provisions of Danish law.

8. Insurance

The Association shall take out an insurance policy covering the volunteer throughout the entire period including the outward and return journeys.

It shall cover:

- Sickness and transport home if necessary
- Accident, death, disability
- Liability—persons and things
- Furniture and luggage.

The Association shall also take out a group life insurance policy for persons with dependents.

Details of the conditions laid down by the insurance companies are attached.

The Association shall pay any expenses incurred by the volunteer for sickness where the insurance does not cover them. Upon his return home, the volunteer shall, on his own

initiative, undergo a medical examination to detect any diseases contracted during the assignment. The examination shall be paid for by the Association in cases where it is not covered by the sickness insurance.

9. *Supporting funds*

In accordance with specific regulations, the Association may, through the local industrial council, grant funds for work equipment or for activities at the volunteer's place of work or in the area in which the volunteer works. Such grants shall be justified in terms of assistance effects in the local community in which they are used.

10. *Extension of the contract*

The contract may be extended on the basis of a further agreement between the volunteer and the Association. The extension shall normally be for one year and shall be subject to the condition that the authorities of the host country desire the extension and that it is otherwise compatible with the objectives of the volunteer programme.

In the event of an extension of the period of assistance work for a full 12 months, the volunteer shall be entitled to a paid visit to Denmark of one month's duration, including travel time.

In that month, a subsistence allowance according to Danish rates shall be paid instead of the benefits mentioned in paragraph 7, subparagraphs (b), (d), (e), (f), (h) and (i).

Where considerations of the volunteer's assistance work make it advisable, an extension beyond the three years may be allowed, but without entitlement to a paid journey home before the third and fourth contract years.

11. *Termination of the contract*

The Association may decide that the training or assistance work shall be discontinued, if necessary without notice, where the Association finds that the volunteer's health, personal, work or other situation, including Denmark's relations with the host country, make it inadvisable for the person concerned to continue as a volunteer.

If the contract is terminated, the Association shall decide whether the volunteer shall pay, in full or in part, the expenses of his journey home to Denmark and whether the person concerned shall pay back any allowances received for clothing, installation and work equipment. In deciding the matter, account shall be taken of such considerations as whether the termination is due to the volunteer's own circumstances or not.

The volunteer may apply to the Association for termination of the contract if his health, work or personal situation gives substantial grounds for so doing.

12. *Arbitration*

Any dispute between the Association and the volunteer concerning the interpretation of this contract or concerning contractual relations in general shall be adjudicated on the basis of Danish law, but may not be brought before the courts.

Disputes shall be settled by an arbitral tribunal consisting of two members and a chairman, who shall also be arbitrator. The Association and the volunteer shall each select one member of the arbitral tribunal and jointly appoint the chairman. If agreement cannot be reached on a chairman, the latter shall be appointed by the chairman of the Industrial Court.

The chairman shall direct the proceedings of the arbitral tribunal. The chairman shall meet the requirements laid down in the Administration of Justice Act in respect of judges.