

**No. 18261**

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**DENMARK  
and  
SRI LANKA**

**Agreement on technical co-operation. Signed at Stockholm  
on 5 July 1979**

*Authentic text: English.*

*Registered by Denmark on 30 January 1980.*

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**DANEMARK  
et  
SRI LANKA**

**Accord de coopération technique. Signé à Stockholm le  
5 juillet 1979**

*Texte authentique : anglais.*

*Enregistré par le Danemark le 30 janvier 1980.*

AGREEMENT<sup>1</sup> ON TECHNICAL CO-OPERATION BETWEEN THE  
GOVERNMENT OF THE KINGDOM OF DENMARK AND THE  
GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC  
OF SRI LANKA

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PREAMBLE

The Government of the Kingdom of Denmark and the Government of the Democratic Socialist Republic of Sri Lanka, desirous of strengthening the legal and institutional framework of their technical co-operation, have agreed as follows:

*Article I.* UNDERTAKINGS BY THE CONTRACTING PARTIES

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

*Article II.* STATUS AND UTILIZATION OF PERSONNEL

1. Personnel serving under this Agreement will comprise advisory personnel who shall be officers recruited through the Danish International Development Agency (hereinafter referred to as DANIDA) to serve in an advisory capacity either on short-term or long-term assignments and whose salaries are paid in full by the Danish Government.

2. The Government of Sri Lanka 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 the Government of Sri Lanka with all information necessary for the appraisal of the candidate such as training and previous professional experience.

4. The Competent Authorities of Sri Lanka and DANIDA will jointly decide in which cases counterparts shall be assigned by the Government of Sri Lanka to personnel made available by the Danish Government within the framework of this Agreement or other measures to be mutually agreed upon in order to achieve the desired objectives.

5. *a)* The Government of Sri Lanka shall indemnify the Danish Government and officers recruited through DANIDA against civil liability for acts directly arising out of the execution of their duties under this Agreement other than such acts as are criminal or fraudulent.

*b)* The Government of Sri Lanka shall ensure that all such 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 Consulate General shall be notified immediately.

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<sup>1</sup> Came into force on 5 July 1979 by signature, in accordance with article IX.

6. The Government of Sri Lanka shall have the right to request the recall of any officer whose work or conduct is unsatisfactory; before exercising such right the Government of Sri Lanka 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 shall consult with the Government of Sri Lanka for that purpose as well as on arrangements for securing rapid replacement of such personnel.

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

8. The Government of Sri Lanka 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. OBLIGATIONS OF THE GOVERNMENT OF DENMARK*

The Danish Government will pay:

1. The cost of travel to and from the duty station in Sri Lanka 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 Sri Lanka 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. All salaries and allowances accruing to officers for services in Sri Lanka under this Agreement.

### *Article IV. OBLIGATIONS OF THE GOVERNMENT OF SRI LANKA*

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

A. Accommodations as specified below:

—In lieu of actual housing and hard furnishings for advisory personnel and their families, an allowance will be provided in accordance with the Colombo Plan rate for experts. Water, telephone and electricity charges in respect of such housing will be the responsibility of the officer;

B. 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) An allowance will be provided for advisory personnel to use their own motor car or hiring car in accordance with the conditions and rates payable to Colombo Plan experts; if circumstances require the officer to use his personal motor car for official journeys, he shall be entitled to mileage allowance on the same conditions and rates as those available to officers of comparable rank of the Government of Sri Lanka.

2. The Government of Sri Lanka undertakes that officers shall:

- (a) Be immune from national services and military obligations;
- (b) Be accorded the same privileges in respect of exchange control facilities as are accorded to Colombo Plan experts serving in Sri Lanka.

3. The Government of Sri Lanka will:

- (a) Make provision for the exemption of officers from all taxes in respect of any emoluments paid to them from Danish sources;
- (b) Permit officers and their families to import articles within the duration of their stay, on the same basis as applicable to Colombo Plan Experts; motor vehicles and durable household goods imported should not be sold except with the permission of the Government of Sri Lanka;
- (c) Ensure that no currency or foreign exchange controls be imposed on funds brought into Sri Lanka by DANIDA for purposes entered into in accordance with this Agreement, provided that bank accounts for such funds shall be used exclusively for such purpose and that balance on such accounts shall be fully transferable into Danish or any other convertible currency.

#### *Article V*

The provisions of the present Agreement shall apply equally to officers recruited by DANIDA, who are already carrying out their activity in Sri Lanka under the technical co-operation between the two Governments, as well as to their families.

#### *Article VI. STUDENT TRAINING*

1. Fellowships for postgraduate studies in Denmark will be available for candidates duly nominated and selected by the Government of Sri Lanka.

2. For each trainee who is a citizen of Sri Lanka 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, provided the study period in Denmark is of at least three months' duration;
- (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 Sri Lanka 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 Sri Lanka;
- (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 Sri Lanka.

#### *Article VII. EVALUATION*

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

*Article VIII.* AMENDMENT

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

*Article IX.* 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 Stockholm on this the 5th day of July 1979 in two originals in the English language, both texts being equally authentic.

For the Government of the Kingdom of Denmark:

H. HJORTH-NIELSEN

For the Government of the Democratic Socialist  
Republic of Sri Lanka:

ABDUL CADER SHAHUL HAMEED