

No. 18312

**DENMARK
and
ZAIRE**

**Exchange of notes constituting an agreement concerning
Danish assistance to the Clinique Kinois in Kinshasa.
Kinshasa, 7 March 1979**

Authentic text: French.

Registered by Denmark on 22 February 1980.

**DANEMARK
et
ZAÏRE**

**Échange de notes constituant un accord concernant une
assistance du Gouvernement danois pour la Clinique
Kinoise à Kinshasa. Kinshasa, 7 mars 1979**

Texte authentique : français.

Enregistré par le Danemark le 22 février 1980.

[TRANSLATION — TRADUCTION]

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹
BETWEEN THE GOVERNMENT OF THE KINGDOM OF DEN-
MARK AND THE GOVERNMENT OF THE REPUBLIC OF
ZAIRE CONCERNING DANISH ASSISTANCE TO THE CLI-
NIQUE KINOISE IN KINSHASA

I

THE ROYAL EMBASSY OF DENMARK
KINSHASA

Kinshasa, 7 March 1979

The Government of the Kingdom of Denmark takes this opportunity to convey to the Executive Council of the Republic of Zaire the renewed assurances of its highest consideration and to refer to the negotiations held at Kinshasa on 9 February 1979 on the operation of the Clinique Kinoise after the resumption of management of the said Clinique and the related training activities by the Government of Zaire on 1 June 1979, pursuant to the Agreement concluded between the Government of the Kingdom of Denmark and the Republic of Zaire regarding co-operation in the field of public health in 1963, which was extended in 1968,² renewed in 1973³ and expires on 31 May 1979.⁴

In order to ensure future operation of the Clinique Kinoise after the resumption of its management and the related training activities by the Government of Zaire on 1 June 1979, the Danish Party undertakes during the period 1 June 1979 to 31 May 1981:

1. To grant financial assistance in the amount of 3.5 million Danish kroner, on an annual basis, for the purchase in Denmark of the medicaments, equipment and spare parts necessary for the functioning of the Clinique Kinoise;
2. To pay the remuneration of four Danish experts, including a Head of Administration, and the costs incurred in engaging the experts under the DANIDA regulations (travel expenses, moving expenses, expatriation grants, etc.).

OBLIGATIONS OF THE ZAIRIAN PARTY

I. Concerning the operation of the Clinique Kinoise:

1. The Zairian Party undertakes to make available to the Clinique Kinoise the funds required for the efficient functioning of the said Clinique after full resumption of the administration by the Zairian Party.

2. In its instructions to the Clinique Kinoise, the Zairian Party shall pay particular attention to the maintenance of the fee policy aimed at ensuring that underprivileged inhabitants of the city of Kinshasa may benefit from it.

¹ Came into force on 7 March 1979, the date of the note in reply, in accordance with the provisions of the said notes.

² United Nations, *Treaty Series*, vol. 649, p. 103.

³ *Ibid.*, vol. 990, p. 347.

⁴ *Ibid.*, p. 396.

II. Concerning delivery of medicaments, equipment, etc., from Denmark:

1. The Zairian Party shall exempt from all customs duties and all other taxes the supplies and equipment provided by the Danish Party.

2. The Zairian Party undertakes to ensure that the supplies and equipment provided by the Danish Party to the Clinique Kinois are used solely for the functioning of the said Clinique so that the patients may benefit from them.

III. Concerning experts sent:

1. The Zairian Party undertakes to provide DANIDA with details of the duties of each expert to be recruited and the qualifications and experience that the candidate should have.

2. The Zairian Party undertakes to make available free of charge to the experts sent under Danish contracts furnished accommodation in the Ex-Semois building, except for the Head of Administration, at whose disposal the apartment on the sixth floor of the Clinique Kinois will be placed, and to assume responsibility for the maintenance of the said accommodation.

3. The Zairian Party undertakes to 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 members of their families, provided that such motor vehicles, furniture and effects remain their property.

4. The experts shall be exempt in Zaire from any tax on that part of their salaries which is paid by the Danish Government.

5. Non-Zairian experts shall be immune from legal process for any act connected with the exercise of their functions.

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

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.

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

6. The Zairian Party undertakes to ensure that the Danish experts and their families will always be treated in a manner no less favourable than that enjoyed by other technical co-operation experts working in Zaire.

7. In the event of the arrest or detention of an expert or any member of his family, or in the case of criminal proceedings against a Danish expert or a member of his family, the Embassy of Denmark shall be informed immediately.

I have the honour to propose that, if the conditions listed above are acceptable to the Zairian Government, this note and your reply to it shall constitute an agreement which shall enter into force on the date of your reply.

K.-A. ELIASSEN
Ambassador

Department of Foreign Affairs
and International Co-operation
of the Republic of Zaire
Kinshasa

II

Popular revolutionary movement

REPUBLIC OF ZAIRE
DEPARTMENT OF FOREIGN AFFAIRS AND INTERNATIONAL CO-OPERATION

Kinshasa, 7 March 1979

No. 134.1/001815/79

Sir,

I have the honour to acknowledge receipt of your note dated 7 March 1979, which reads as follows:

[See note I]

In reply, I have the honour to inform you, Sir, that the National Executive Council of the Republic of Zaire accepts the proposal made in the note reproduced above and that it regards this note and the present reply as constituting an agreement between the two countries.

Accept, Sir, etc.

[Signed]

ASAL B. IDZUMBUIR
Secretary of State
Ambassador

His Excellency Mr. K.-A. Eliassen
Ambassador of the Kingdom of Denmark
Kinshasa
