

No. 20788

**DENMARK
and
LESOTHO**

**Exchange of notes constituting an agreement concerning
Danish economic assistance to the health sector in
Lesotho. Copenhagen, 10 and 18 November 1981**

Authentic text: English.

Registered by Denmark on 25 February 1982.

**DANEMARK
et
LESOTHO**

**Échange de notes constituant un accord relatif à une aide
économique danoise en faveur du secteur de la santé au
Lesotho. Copenhague, 10 et 18 novembre 1981**

Texte authentique : anglais.

Enregistré par le Danemark le 25 février 1982.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE GOVERNMENT OF DENMARK AND THE GOVERNMENT OF LESOTHO CONCERNING DANISH ECONOMIC ASSISTANCE TO THE HEALTH SECTOR IN LESOTHO

I

MINISTRY OF FOREIGN AFFAIRS

Copenhagen, November 10, 1981

File No. D.7. 104.Lesotho.9

Sir,

With reference to the Central Planning and Development Office's letter of May 15, 1981 — Ref. GPO/48/03 — concerning Danish grant assistance for the extended Qacha's Nek Hospital Project, I have the honour to inform you that the Government of Denmark is prepared to make available a grant of D.kr. 2.6 million for this project.

I. *Objectives*

The objective of the project is to provide adequate preventive and curative medical services to the population of Qacha's Nek District. The new Qacha's Nek District Hospital will serve as a nucleus for the introduction of a comprehensive Primary Health Care System in Qacha's Nek District in conformity with the Third Five Year Development Plan for the Kingdom of Lesotho.

II. *Implementation*

To assist the Government of Lesotho in the implementation of the project the following expatriate staff will be made available: One District Medical Officer for a 2-year period starting February 1, 1982. One Medical Officer for a 1-year period starting July 1, 1982.

III. *Obligations for the two Parties*

A. The Government of Denmark agrees:

1. To cover the following expenses up to a total of D.kr. 2.6 million:

¹ Came into force on 18 November 1981 by the exchange of the said notes.

	<i>D. kr.</i>
Hospital equipment	810,000
Surgical instruments	160,000
Office and ward furniture	110,000
Miscellaneous equipment	80,000
Books and teaching material	40,000
Contribution towards construction of a District Medical Store in co-operation with Lesotho Dispensary Association	80,000
Equipment for Rural Health Centres	100,000
Project vehicle	120,000
4 staff houses	500,000
	<u>2,000,000</u>
Contingencies	200,000
	<u>2,200,000</u>
Cost overruns — hospital construction	400,000
	<u>2,600,000</u>
	TOTAL 2,600,000

2. To provide 2 experts as mentioned in point II and pay their salary, international travel, etc.
3. To purchase and forward to Lesotho equipment for the project which is not manufactured in Lesotho.
4. To transfer funds for construction purposes as well as for local equipment purchases to the Ministry of Finance.

B. The Government of Lesotho agrees:

1. To ensure that the funds will be used for the purpose intended and to submit to the Danish International Development Agency upon receipt of transfers a duly signed voucher.
2. To finance current expenditures which are not covered in the above budget.
3. To forward to the Danish International Development Agency a detailed statement of accounts duly certified by the Auditor-General of the Government of Lesotho.
4. To permit importation of equipment, building equipment etc. which may not be available locally.
5. To exempt items imported for the use of the project from import duties, fiscal levies, sales tax etc. or pay such charges itself.
6. To ensure that the rights and privileges of the experts and their dependants are in conformity with the provisions of the government agreement on technical co-operation between the Kingdom of Denmark and the Kingdom of Lesotho signed in Maseru on November 1, 1978.¹
7. To ensure that the necessary Basotho personnel will be available for the project including a Junior Medical Officer acting as counterpart for the expatriate doctors mentioned in point II.
8. To allow DANIDA to monitor and evaluate the project.

This Agreement may be amended by exchange of letters.

This Agreement may be terminated at any time by either party giving three months notice in writing to the other party.

If the foregoing is acceptable to the Government of Lesotho, I have the honour to suggest that this note and your reply to that effect be regarded as constituting an Agreement between our two Governments.

¹ United Nations, *Treaty Series*, vol. 1156, p. 311.

Please accept, Your Excellency, the assurances of my highest consideration.

[Signed]

KAJ BAAG

Director of Project Administration

Embassy of the Kingdom of Lesotho
Hellerup

II

EMBASSY OF THE KINGDOM OF LESOTHO

Ref.: LE-C/PR/2

The Embassy of the Kingdom of Lesotho presents its compliments to the Royal Danish Ministry of Foreign Affairs and has the honour to acknowledge receipt of the Note Verbale of the Ministry of Foreign Affairs, Copenhagen, dated November 10, 1981, which reads as follows:

[See note I]

In reply, the Embassy has the honour to state that the Government of the Kingdom of Lesotho accepts the proposal of the Government of Denmark and agrees that the Note Verbale of the Ministry of Foreign Affairs and the present reply shall constitute an agreement between the two Governments.

The Embassy of the Kingdom of Lesotho avails itself of this opportunity to renew to the Royal Danish Ministry of Foreign Affairs the assurances of its highest consideration.

Copenhagen, 18th November, 1981

[Signed]

NTAHLI J. MATETE

Chargé d'Affaires a.i

Embassy of the Kingdom of Lesotho
Copenhagen