

No. 9289

DENMARK
and
CONGO (DEMOCRATIC REPUBLIC OF)

**Agreement regarding technical co-operation in the field of
Public Health (with exchange of notes). Signed at Kin-
shasa, on 25 May 1968**

Official text: French.

Registered by Denmark on 23 October 1968.

DANEMARK
et
CONGO (RÉPUBLIQUE DÉMOCRATIQUE DU)

**Accord sur la coopération technique dans le domaine de la
santé publique (avec échange de notes). Signé à Kin-
shasa, le 25 mai 1968**

Texte officiel français.

Enregistré par le Danemark le 23 octobre 1968.

[TRANSLATION — TRADUCTION]

NO. 9289. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE KINGDOM OF DENMARK AND THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF THE CONGO REGARDING TECHNICAL CO-OPERATION IN THE FIELD OF PUBLIC HEALTH. SIGNED AT KINSHASA, ON 25 MAY 1968

The Government of the Kingdom of Denmark (hereinafter called “ the Danish Government ”) and the Government of the Democratic Republic of the Congo (hereinafter called “ the Congolese Government ”), desiring to continue the technical co-operation in the field of public health established between their countries by the Agreement of 21 April 1963 on the establishment of a training hospital, have concluded this Agreement in a spirit of mutual understanding and friendship.

Article 1

For the purpose of training personnel employed by the Congolese Public Health Department the two Governments shall collaborate in operating the National Medical Training Hospital at Kinshasa.

Article 2

OBLIGATIONS OF THE DANISH GOVERNMENT

1. The Danish Government shall assume wholly or partly and in accordance with the decisions to be made on this subject the following responsibilities :

- (a) engagement and remuneration of the Danish medical, paramedical, technical and administrative personnel;
- (b) payment of the travel costs of such personnel to and from the Congo;
- (c) payment of the costs of any other travel in the Congo by such personnel in the performance of their duties;
- (d) construction on the Hospital grounds of the buildings required for the proposed training activities;
- (e) supplying the necessary furniture and equipment for these buildings;

¹ Came into force on 5 July 1968, i.e., the day on which the conditions specified in article 10 (2) for its entry into force had been fulfilled.

(f) providing the Hospital with the following supplies and equipment :
medicaments, dressings, films for X-ray examinations, teaching materials, and medical instruments and apparatus;

(g) payment of the transport costs of such supplies and equipment;

(h) payment of the costs of repairing and maintaining the supplies and equipment mentioned in (f) above.

2. The buildings to be constructed pursuant to paragraph 1 (d) of this article shall be the property of the Congolese Government and shall form part of the "Institute of Medical Education".

3. The furniture, supplies and equipment mentioned in paragraph 1 (e) and (f) of this article shall remain the property of the Danish Government until they are transferred by virtue of an Agreement.

4. The Danish Government shall be responsible for the treatment of patients and for training in the Hospital. To this end, it shall appoint the Medical Director of the Hospital.

5. The conditions and manner in which the above provisions are to be implemented shall be the subject of an exchange of letters between the Contracting Parties.

Article 3

OBLIGATIONS OF THE CONGOLESE GOVERNMENT

1. The Congolese Government shall participate in the execution of the project to the following extent :

(a) by making available the "Red Cross Training Hospital" in Kinshasa, with its grounds and the buildings constructed by virtue of article 2 (1) (d).

(b) by providing accommodation free of charge for the Danish personnel of the Hospital;

(c) by paying for the maintenance of the buildings mentioned in subparagraphs (a) and (b), which are the property of the Congolese Government;

(d) by engaging and paying the Congolese medical, paramedical, administrative, technical and other personnel required for the proper functioning of the Hospital;

(e) by making available and paying medical, paramedical, administrative and technical personnel as counterparts, with a view to the eventual transfer to the Congolese Government of responsibility for the operation of the Hospital and its training activities;

- (f) by helping to designate a number of qualified students from all provinces of the Congo and by granting State scholarships to them, so that the portion of such scholarships which covers the cost of board and lodging is paid to the Hospital;
- (g) by participating in the designation of the counterparts and students mentioned above in a selection committee composed of representatives of the two Contracting Parties;
- (h) by being responsible for the purchase and maintenance of equipment, other than that mentioned in article 2 (1) (f), required for the proper functioning of the Hospital;
- (i) by paying all expenses necessary for the proper functioning of the Hospital which are not covered by virtue of article 2 (1);
- (j) by paying the patients' food costs;
- (k) by authorizing the free and uninterrupted use of telecommunications for the business of the Hospital.

2. The conditions and the manner in which the above provisions are to be implemented shall be the subject of an exchange of letters between the Contracting Parties.

Article 4

1. The following provisions shall apply, during their stay in Congolese territory, to the Danish medical, paramedical, administrative, technical and other personnel sent to the Congo by virtue of this Agreement and of any subsequent arrangements :

- (a) the Congolese Government 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 Congolese territory by such personnel and members of their families, provided that such furniture and effects remain their property;
- (b) the personnel shall be exempt in the Congo from any tax on that part of their salaries which is paid by the Danish Government;
- (c) the personnel covered by this Agreement shall be immune from legal process for any act performed by them in the exercise of their functions.

2. Should the Danish Government put in the care of or supply to the Congolese Government, or to institutions or bodies designated by mutual agreement, machines, instruments or equipment, the Congolese Government shall permit the import of such articles and shall exempt them from customs duty, from other import or export charges, prohibitions and restrictions, and from any type of fiscal charge.

3. The Congolese Government undertakes to assume full responsibility for any damage caused by the Danish personnel in the exercise of their functions.

Article 5

1. The Danish Government and the Congolese Government shall refrain from requiring the Danish personnel mentioned in this Agreement to undertake any activity or service other than the functions for which they were appointed.

2. The Danish personnel mentioned in this Agreement shall be subject to the laws and regulations of the Democratic Republic of the Congo and to hierarchial power of the Congolese administrative authority under which they are placed.

Article 6

The Congolese Government undertakes to adopt all the necessary measures to ensure the safety of the persons and property of the Danish personnel and to provide them with the professional and other facilities they require for the performance of their functions.

Article 7

The Congolese Government shall do everything in its power to facilitate the work performed by the Danish personnel by virtue of this Agreement and to provide them with the services and facilities they require to perform that work successfully.

Article 8

For the purpose of applying this Agreement, the Danish Government shall be represented by the Head of the Danish Medical Mission to the Congo and the Congolese Government by the Minister of Public Health.

Article 9

The two Governments, or their representatives, shall have periodic exchanges of views for the purpose of ensuring the effective application of this Agreement.

To this end they shall decide to set up a Mixed Commission composed of Congolese and Danish representatives nominated by their respective Governments.

It shall be the duty of the Commission to report to them periodically on the application of this Agreement and to give its opinion on any question which may arise in connexion with or because of its application.