

No. 9393

**DENMARK
and
KENYA**

**Agreement covering the dispatch of Danish Volunteers to
Kenya. Signed at Nairobi on 28 June 1968**

Authentic text: English.

Registered by Denmark on 24 January 1969.

**DANEMARK
et
KENYA**

**Accord relatif à l'envoi de volontaires danois au Kenya.
Signé à Nairobi le 28 juin 1968**

Texte authentique: anglais.

Enregistré par le Danemark le 24 janvier 1969.

AGREEMENT¹ BETWEEN THE ROYAL DANISH GOVERNMENT AND THE GOVERNMENT OF THE REPUBLIC OF KENYA COVERING THE DISPATCH OF DANISH VOLUNTEERS TO KENYA

The Royal Danish Government and the Government of the Republic of Kenya in their desire to cooperate in the development of Kenya by the exchange of knowledge and professional skills have agreed as follows:

Article I

(a) The Government of Denmark shall, at the request and in agreement with the Government of Kenya, and subject to the availability of funds, dispatch volunteers of the Danish Association for International Co-operation (hereafter referred to as the Association) to serve on specific projects selected for support in Kenya. The number of volunteers and the details of their assignments in Kenya will be agreed upon by separate exchanges of letters between the Government of Kenya and the Association.

(b) Volunteers shall be made available on the conditions specified in this Agreement and in accordance with any special arrangements to be agreed upon as the need arises. Any contingency not provided for in this Agreement shall be the subject of a separate exchange of notes.

Article II

(a) The Government of Kenya shall afford the volunteers all the assistance they may require for the satisfactory performance of their duties, and shall ensure that they are given the same protection for their persons and property as that afforded to citizens of Kenya.

(b) During the period of their stay in Kenya volunteers shall be subject to the laws and regulations in force in Kenya and to the supervision of the Government Departments or other organizations to which they have been seconded.

(c) Volunteers will serve in Kenya for a period of 2 years unless otherwise agreed upon between the two parties. During their assignments they will be entitled to three weeks annual leave.

(d) Subject to prior consultation with, and the agreement of, the Government of Kenya, representatives of the Danish Government or of the Association may observe how work is progressing on specific projects undertaken in pursuance of the Agreement.

¹ Came into force on 28 June 1968 by signature, in accordance with article XII (a).

Article III

To enable the Association to discharge effectively its responsibilities in Kenya under this programme, the Government of Kenya is ready to receive a Resident Representative (and supporting staff) from the Association.

Article IV

The Association shall:

(a) Be responsible for the pre-assignment training of volunteers prior to their arrival in Kenya.

(b) Meet the cost of social insurance, allowances and international transportation in respect of each volunteer.

(c) Furnish the volunteers with such personal and professional equipment, including motor vehicles and motor cycles, as is deemed necessary for the effective execution of the projects to which the volunteers are assigned. Agreement shall be reached beforehand between the two Governments in respect of the volume of these consignments and the manner in which they are to be delivered. The equipment in question shall remain the property of the Association unless by mutual agreement its ownership is vested in the Government of Kenya.

Article V

The Government of Kenya shall:

(a) Exempt the volunteers from the payment of direct taxes and social security contribution in respect of any emoluments received by them from Danish sources for their services under the present Agreement.

(b) Exempt from the payment of customs duties the new or used personal effects imported by the volunteers within three months of their first arrival in Kenya.

(c) Exempt from all import and export duties and other public charges the funds, equipment, materials and supplies provided by the Association in connection with the successful implementation of the project to which volunteers have been assigned.

(d) Permit the exchange of funds referred to under paragraph (a) and (c) of this Article at the highest rate permitted under existing Kenyan legislation.

(e) Be responsible for the clearance and temporary storage at the port of arrival in Kenya of the equipment made available by the Association and also for the insurance and transportation of such equipment from the port of arrival to the duty station of the volunteers for whom the equipment is intended.

(f) Make provision for the duty-free importation by the Association or the purchase from bond of a limited number of motor vehicles as needed to enable the volunteers, the Resident Representative and staff members to perform their