

No. 29897

DENMARK
and
BURKINA FASO

Exchange of letters constituting an agreement concerning support for the Pan African festival of cinema and television at Ouagadougou (with annexes). Copenhagen, 31 July and 7 August 1992

Authentic text: French.

Authentic text of annex I: English.

Registered by Denmark on 15 April 1993.

DANEMARK
et
BURKINA FASO

Échange de lettres constituant un accord relatif à un appui pour le festival panafricain du cinéma et de la télévision de Ouagadougou (avec annexes). Copenhague, 31 juillet et 7 août 1992

Texte authentique : français.

Texte authentique de l'annexe I : anglais.

Enregistré par le Danemark le 15 avril 1993.

[TRANSLATION — TRADUCTION]

EXCHANGE OF LETTERS CONSTITUTING AN AGREEMENT¹ BETWEEN DENMARK AND BURKINA FASO CONCERNING SUPPORT FOR THE PAN AFRICAN FESTIVAL OF CINEMA AND TELEVISION AT OUAGADOUGOU

I

31 July 1992

S8 104.Burkina Faso.2

Madam,

Further to the request made by the Ministry of Foreign Affairs of Burkina Faso to the Danish Development Cooperation Office on 14 May 1992, I have the honour to inform you that the Government of Denmark is prepared to support the Pan African Festival of Cinema and Television at Ouagadougou (FESPACO) for the organization of FESPACO 93.

I have the honour to suggest that this cooperation should be implemented in accordance with the arrangements outlined in this exchange of letters and its annexes.

Article 1

DEFINITIONS

1.1. For the purposes of this Agreement, unless otherwise stated, “competent authorities” shall mean, in the case of the Government of Denmark, the Ministry of Foreign Affairs (Danish International Development Agency (DANIDA)) and, in the case of the Government of Burkina Faso, the Ministry of Finance and Planning or, for both parties, any other authority empowered to perform the functions currently exercised by the said authorities.

Article 2

OBJECTIVES OF COOPERATION

2.1. The long-term objectives of cooperation shall be:

To encourage the dissemination of all African cinematographic works and, hence, the promotion of contacts and exchanges of ideas among film-makers;

To contribute to the growth and development of the African cinema as a means of expression, education and consciousness-raising.

2.2. The immediate objective of cooperation shall be:

To improve the organization and management of the festival.

¹ Came into force on 7 August 1992 by the exchange of the said letters.

Article 3

EXPECTED RESULTS

3.1. For the purpose of attaining the objectives outlined above, cooperation shall be aimed at achieving the following results:

- Formulation and implementation of a marketing and public relations strategy for FESPACO 93;
- Formulation and implementation of a reliable system for reception, accommodation and programming;
- Consolidation of MICA with the objective of improving the delivery of services;
- Formulation and implementation of a strategy and schedule for the work of the press and information;
- Formulation of an information network and training of information service personnel in the installation and maintenance of the system.

Article 4

PLAN OF OPERATION

4.1. The plan of operation is contained in annex 1 to this Agreement. This plan shall be reviewed and updated as required.

Article 5

SERVICES TO BE PROVIDED BY THE GOVERNMENT OF BURKINA FASO

5.1. Within the framework of this Agreement, the Government of Burkina Faso shall:

- Designate the necessary counterparts to work with the Danish advisers;
- Ensure that the permanent secretariat of FESPACO receives the necessary support to achieve its long-term objective;
- Strive to ensure decentralization of decision-making and fiscal responsibility.

Article 6

SERVICES TO BE PROVIDED BY THE GOVERNMENT OF DENMARK

6.1. The Government of Denmark undertakes to provide the following services for the effective implementation of the cooperation programme:

	<i>DKr</i>
Technical assistance	1,470,000
Supply of materials	400,000
Strengthening of the permanent secretariat of FESPACO	100,000
Promotional campaign	100,000
Purchase of copies and film rights	500,000
Participation of women in the symposium on cinema and freedom	100,000

Management training of the organizers of FESPACO 93	100,000
Audit of accounts	<u>30,000</u>
GRAND TOTAL	2,800,000

6.2. Any proposal to include additional components or make reallocations among the existing components shall be subject to the approval of the two parties.

6.3. Technical and material assistance shall be provided under a contract concluded between DANIDA and DANICOM. The funds intended for strengthening the permanent secretariat, the promotional campaign, the symposium, management training and auditing may be transferred directly to the secretariat.

Article 7

MARITIME TRANSPORT

7.1. All maritime transport of the capital goods envisaged in this Agreement must take place in accordance with the principle of the free participation of vessels in international trade under the regime of free and honest competition.

Article 8

IMPORTS, IMPORT DUTIES AND OTHER PUBLIC CHARGES

8.1. The Government of Burkina Faso shall handle the formalities for the importation of the capital goods covered by this Agreement and for their clearance through customs.

8.2. The funds granted by the Danish Government may not be used for the payment of import duties, taxes, national charges or any other public charges such as import surcharges, duties to compensate for indirect taxation, or charges or deposits in connection with the issuance of payments and of licenses, including, in particular, import licenses for all equipment, materials, supplies and spare parts delivered by Denmark for the purposes of carrying out the agreed activities, regardless of whether such goods are imported into Burkina Faso or acquired in the territory of Burkina Faso.

Article 9

CUSTOMS AND RESIDENCE FACILITIES FOR TECHNICAL ASSISTANCE PERSONNEL

9.1. The Government of Burkina Faso shall ensure that advisers are exempt from:

- (a) All taxes and charges or any remuneration coming from Denmark;
- (b) All duties and charges on imports and exports of new or used personal effects and of equipment imported by advisers for their use during their mission in Burkina Faso.

9.2. The Government of Burkina Faso shall issue multiple entry and exit visas, work permits and residence permits to advisers.

*Article 10*ORGANIZATION AND IMPLEMENTATION
OF THE COOPERATION PROGRAMME

10.1. The activities for the organization and implementation of cooperation shall be carried out by the permanent secretariat of FESPACF.

Article 11

INFORMATION, FOLLOW-UP AND EVALUATION

11.1. The two Parties agree to collaborate fully for the achievement of the objectives of this Agreement. To this end, they shall exchange views on questions relating to cooperation and shall provide each other with any information which may be requested. The two Parties shall jointly undertake a review of the implementation of the programme in the event that either Party so requests.

11.2. DANIDA may, if required, undertake any technical or financial mission it deems necessary to monitor the implementation of the programme. The Government of Burkina Faso shall provide the persons responsible for such a mission with all necessary assistance, information and documentation.

11.3. An evaluation of this cooperation programme, carried out jointly, preferably by DANIDA and the Government of Burkina Faso, may be undertaken at the request of either of the Parties.

11.4. DANIDA may undertake follow-up and ex-post-facto evaluation activities.

Article 12

DURATION OF THE COOPERATION PROGRAMME

12.1. The technical assistance from DANICOM shall be provided up to the end of FESPACO 1993.

Article 13

REPORTS

13.1. At the end of the festival, the permanent secretariat of FESPACO shall provide a detailed report on the proceedings of the festival in general and the use of the Danish funds granted to FESPACO 93 in particular.

Article 14

TRANSFER OF OWNERSHIP

14.1. The materials supplied by the Government of Denmark shall become the property of the permanent secretariat of FESPACO unless the two Parties agree otherwise.