

Agreement on the Establishment of a Centre for Foot and Mouth Disease Vaccine Production at Bangalore

September 24, 1973

AGREEMENT BETWEEN THE GOVERNMENT OF INDIA AND THE GOVERNMENT OF DENMARK ON THE ESTABLISHMENT OF A CENTRE FOR FOOT AND MOUTH DISEASE VACCINE PRODUCTION AT BANGALORE

New Delhi

The Government of INDIA and The Government of DENMARK,

BEING desirous of continuing and strengthening the friendly relations between the two countries and their populations,

AND RECOGNISING their mutual interest in promoting their economic and technical development, and in implementation of the Agreement of February 16, 1970, between the Government of India and the Government of Denmark concerning technical co-operation,

HAVE agreed as follows :

Article 1

The two Governments will co-operate in establishing a Centre for Foot and Mouth Disease Vaccine Production in Bangalore, Mysore State (hereinafter called "The Project").

Article II

The main objective of the Project are :

1. Production on a large scale of a safe vaccine against the types of foot and mouth disease, which occur in India.
2. Supply of the vaccine produced to owners and keepers of animals susceptible to foot and mouth disease, in India, on a non-profit basis.

Article III

The project will be a project of co-operation between the Government of India and the Government of Denmark on the following lines :

1. The Government of India will be responsible for the management and operation of the project and the maintenance of equipment supplied by the Government of Denmark under the Agreement.
2. Until the expiry of this Agreement, the day-to-day management of the Project will be entrusted to an Indian Director, who will function in consultation with the Danish expert and consultants mentioned in Article IV of this Agreement.
3. The management of the Project shall be under the general control of a Project Committee consisting of four members. The Government of India and the Government of Denmark shall nominate two members each to this Committee, the Chairman of which will be Director General, Indian Council of Agricultural Research and the Secretary to the Government of India. The Project Committee shall meet biannually. The management of the Project shall prepare comprehensive reports on the activities of the Centre for use at the meeting of the Project Committee.
4. The implementation of the Project will take place in accordance with stipulations to be laid down in a Plan of Operation agreed upon by the two Parties.

Article IV

The Commitments of the Government of Denmark under this Agreement are :

1. To supply and install equipment for the safe and efficient production of the vaccine and to supply chemicals in accordance with the specifications contained in Annex I.
2. To recruit and provide one expert for one year, whose main task shall be to supervise the installation of the equipment for production and the running-in of the production plant, and to recruit and provide consultants who shall guide the management of the Project in the operation of the Centre through correspondence and occasional visits to the Project during the period of the Agreement. The expert and the consultants will be nominated in co-operation with the Danish State Veterinary Institute for Virus Research.

3. To grant fellowships, including travel costs, to officers attached to the Centre, viz. four fellowships of approximately five months duration each, for training at the Danish State aVeterinary Institute for Virus Research and brief study tours to similar institutes outside Denmark.
4. To bear the international travel costs and the expenses abroad (in accordance with rules for Danish Government Officers of equal status) in connection with two study tours for the Director of the Centre. The tours will be planned in co-operation with the Danish International Development Agency.
5. To bear the costs of two evaluations of the Project.

The total cost of the above mentioned commitments shall not exceed an amount of D. Kr. 9 million.

Article V

The Commitment of the Government of India under this Agreement are :

1. To provide developed land, roads, buildings and locally available equipment in accordance with the specifications contained in Annex II.
2. To recruit sufficient and adequately trained local staff.
3. To supply raw materials, chemicals, glassware etc. for the efficient operation of production units and laboratories.
4. To purchase adequate numbers of large and small test animals and be responsible for the upkeep of such animals.
5. To pay all other expenses required for the establishment and operation of the Project which are not listed above and not mentioned under the commitments of the Government of Denmark.

Article VI

1. The Government of India will make arrangements for the issuance of import licences and customs clearance of the equipment supplied by the Government of Denmark, and shall ensure a speedy release of the equipment by the port and customs authorities of the port of arrival.
2. Procedures will be set up by the Government of India, whereby import duties and other fiscal charges, if any, on all the equipment including spare parts and materials for the Project to be supplied by the Government of Denmark in pursuance of Article IV of the Agreement, are not payable by the Government of Denmark.

Article VII

The expert mentioned under Article IV of the Agreement will be granted the privileges mentioned in the Agreement on Technical co-operation between the Government of India and the Government of Denmark signed on February 16, 1970.

Article VIII

The equipment provided by the Government of Denmark in accordance with the provisions of Article IV of the Agreement will become the property of the Government of India upon its arrival in the Indian territory on the condition that it remains at the disposal of the experts during the period of their assignment and for the purposes thereof under the present Agreement.

The Government of India will ensure that the equipment, donated by the Government of Denmark, will continue to be used for the purpose for which it was originally intended, after the expiry of the Agreement.

Article IX

During the period of validity of the Agreement, the Project shall undergo two evaluations.

The first evaluation shall take place at the end of the third year at which time a full scale production is expected to be obtained.

The second evaluation shall take place immediately prior to the expiry of the Agreement.

The evaluation team shall consist of three members.

The Government of India and the Government of Denmark shall nominate one member each for the team. The third member shall be selected from the European Committee for Control of Foot and Mouth Disease Research and shall be nominated jointly by the two Governments.

Article X

The Joint Committee may invite experts to attend its meetings in an advisory capacity.

Article XVII

The present Agreement shall enter into force on the day of its signature and shall remain in force for a period of five years. The Agreement may be terminated at any time by either Party giving six months' notice in writing to the other Party.

IN WITNESS WHEREOF, the undersigned, duly authorised by their respective Governments, have signed this Agreement.

DONE in duplicate in English in New Delhi on this Twenty Fourth day of September 1973.

For the Government of India
Sd/-
M S SWAMINATHAN
Secretary to the Government of India and

For the Government of Denmark
Sd/-
HENNING HALCK

Indian Council of Agricultural Research India

Ambassador Extraordinary and
Plenipotentiary of Denmark to India

Comments