

No. 3890

**DENMARK
and
INDIA**

Agreement on the continuation and expansion of the technical cooperation project at Shivaragudda Vidyapeeth, Mandya District, Mysore State. Signed at New Delhi, on 15 May 1963

Official text: English.

Registered by Denmark on 1 January 1968.

**DANEMARK
et
INDE**

Accord relatif à la continuation et à l'expansion du projet de coopération technique à Shivaragudda Vidyapeeth, dans le district de Mandya (État de Mysore). Signé à New Delhi, le 15 mai 1963

Texte officiel anglais.

Enregistré par le Danemark le 1^{er} janvier 1968.

No. 8890. AGREEMENT¹ BETWEEN THE GOVERNMENT OF DENMARK AND THE GOVERNMENT OF INDIA ON THE CONTINUATION AND EXPANSION OF THE TECHNICAL COOPERATION PROJECT AT SHIVARAGUDDA VIDYAPEETH, MANDYA DISTRICT, MYSORE STATE. SIGNED AT NEW DELHI, ON 15 MAY 1963

The Government of Denmark and the Government of India

Noting that Mellemfolkeligt Samvirke of Denmark and the Mysore State Adult Education Council have been engaged in a cooperative educational effort since 1959, and

Noting that the two organizations wish to continue and expand the activities of the Shivaragudda Vidyapeeth in Mandya District, Mysore State, and to create a model institution in the field of Rural Education, hereinafter called the "Shivaragudda Project",

Have agreed as follows :

Article I

The Shivaragudda Project will comprise the following activities :

- a) A construction programme consisting of a main building, workshops and other necessary premises which may be agreed upon between Mellemfolkeligt Samvirke and the Mysore State Adult Education Council and including the supply by the former of modern equipment and furniture.
- b) Expansion and operation of the existing poultry centre and dairy farm at the Shivaragudda Vidyapeeth.
- c) Experimental and demonstration work in the field of agriculture and animal husbandry and participation in the teaching provided at the Shivaragudda Vidyapeeth.

Article II

The Government of Denmark will, in collaboration with Mellemfolkeligt Samvirke, provide the services of two experts and cover all costs in this connection. The duties of the experts will be as follows :

- i) To plan and supervise the construction programme mentioned in Article I.

¹ Came into force on 15 May 1963 by signature, in accordance with article VIII.

- ii) To advise and assist the Mysore State Adult Education Council in the expansion and operation of the poultry centre and dairy farm, and
- iii) To perform experimental and demonstration work in the field of agriculture and animal husbandry and participate in the teaching provided at the Shivaragudda Vidyapeeth.

In addition, the Government of Denmark will make available for a short period one expert in rural construction.

Article III

The Government of Denmark will, in collaboration with Mellemfolkeligt Samvirke, cover the entire cost of the construction work and will, free of cost to the Government of India, deliver the necessary machinery and equipment at the Indian port of destination. The Government of Denmark will, in collaboration with Mellemfolkeligt Samvirke, also cover the cost of, the operation, net of sales proceeds, of the poultry centre and the dairy farm.

Article IV

All property, material and equipment supplied by the Danish side shall, on the termination of this Agreement, become the property of the Government of India and shall be placed at the disposal of the Mysore State Adult Education Council.

Article V

The Government of India will arrange to pay the salaries of the Indian nationals employed in connection with the Shivaragudda Project.

Article VI

The Government of India will grant the following privileges to each Danish expert assigned to duties in India in connection with this Agreement :

a) Exemption from payment of Indian Income-tax on the salaries and allowances paid to them during their stay in India by the Danish Organization from out of the funds contributed to the Organization by the Danish Government; provided however that in cases where the salaries and allowances are not covered by this stipulation, procedures will be established whereby the incidence of such income tax will not fall on the Danish personnel concerned.

b) Duty free import of personal and household effects brought by the Danish experts and covered by the Passengers (non-tourist) Baggage Rules, and

the Transfer of Residence Rules if their stay in India extends over at least 12 months.

c) Duty free import of the following articles for the personal use of the experts if not already covered by item (b) above :

- (i) Professional equipment and apparatus,
- (ii) One motor car or motor cycle,
- (iii) One refrigerator or one homefreezer,
- (iv) Minor electrical appliances,
- (v) One radio or radio gramophone, and
- (vi) One air-conditioner,

on condition that these articles shall be reexported when the Danish experts leave India on completion of their assignments. If any of them wishes to sell or dispose of any of these articles, he shall obtain the prior permission of the Government of India which may be given subject to such conditions as may be imposed and subject to payment to the appropriate Indian authorities of any duty chargeable on the articles concerned.

d) Free medical attendance to the same extent as given by the Government of India to its officers of comparable grade.

e) Free housing accommodation, or if that is not possible, a rent allowance of Rs. 15 per day.

Article VII

The Government of India will establish procedures whereby :

- a) the import of all machinery, equipment, approved strains of cattle, poultry and eggs, and specialized types of vehicles to be used in connection with the Shivaragudda Project and personal effects of Danish personnel will be allowed free of Customs Duty; and
- b) the Shivaragudda Project will not have to bear sales tax on its purchases.

Article VIII

This Agreement shall come into force on the date of its signature and shall remain in force until the 31st of March, 1966, unless terminated earlier as provided in Article IX below.

Article IX

Either party may terminate this Agreement before the date of expiry mentioned in Article VIII by giving one year's notice in writing to the other party of its intention to terminate the Agreement.

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

DONE at New Delhi on the 15th May, 1963, in two originals.

For the Government of Denmark :

Bøgh ANDERSEN

For the Government of India :

KRISHNAMURTI