

No. 8891

**DENMARK
and
INDIA**

**Agreement on Leprosy Control Work. Signed at New Delhi,
on 15 May 1963**

**Supplement to the above-mentioned Agreement (with ex-
change of letters). Signed at New Delhi, on 2 August 1966**

Official text: English.

Registered by Denmark on 1 January 1968.

**DANEMARK
et
INDE**

**Accord relatif à la lutte contre la lèpre. Signé à New Delhi,
le 15 mai 1963**

**Supplément à l'Accord susmentionné (avec échange de lettres).
Signé à New Delhi, le 2 août 1966**

Texte officiel anglais.

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

No. 8891. AGREEMENT¹ BETWEEN THE GOVERNMENT OF DENMARK AND THE GOVERNMENT OF INDIA ON LEPROSY CONTROL WORK. SIGNED AT NEW DELHI, ON 15 MAY 1963

The Government of Denmark and the Government of India :

Considering the importance of the participation of the Danish Save the Children Organization in the National Leprosy Control Programme undertaken by the Government of India in collaboration with the World Health Organization (WHO) and the International Children's Emergency Fund (UNICEF) of the United Nations,

Have agreed as follows :

Article I

The Danish Save the Children Organization will operate in the Srikakulam District of Andhra Pradesh and proposes, initially, to take up a programme intended to cover a population of approximately 600,000 in three Taluks of the Districts where the incidence of leprosy is estimated to be high (30 per thousand or more). The Danish Organization will conduct a case-finding and treatment programme for all leprosy patients in the area (within the policy agreed by the Government of India) under the control of the Director of Medical Services of the Andhra Pradesh Government.

Subject to the availability of funds the Danish Organization will undertake in the same area a Child Health Programme which will include examination of pre-school and school children, their follow-up treatment and supply of diet supplements such as skimmed milk powder, vitamins, etc., as necessary.

Article II

The Danish Organization, which started its Leprosy Control Programme in February 1962, will operate an Anti-Leprosy Centre from Pogiri near Rajam in the Palakonda Taluk of the Srikakulam District. The Leprosy Control Work will be directed by a medical officer who will be assisted by the necessary public health nursing and trained para-medical personnel and will be provided with hospital and transport facilities. The methodology of this programme will follow the policy of the Control Programme of the Government of India already agreed with the WHO.

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

The Child Health Programme will commence as soon as the necessary funds and the personnel can be made available.

Article III

All expenses—both recurring and non-recurring—connected with the Programme other than assistance provided by WHO and UNICEF, will be borne by the Danish Organization which receives contributions from public (i. e. Government) funds in Denmark, initially for a period of five years.

Article IV

The Danish Organization will employ the following personnel :

- I. Medical officers,
- II. Public health nurses,
- III. Para-medical workers,
- IV. Drivers, etc.,
- V. One administrative officer,
- VI. Clerical staff.

At least three fully qualified nurses will be provided by the Danish Organization. The para-medical and other necessary auxiliary health personnel as well as the clerical staff will be recruited by the Organization from Indian personnel at salaries approved by the Government of India.

An Administrative Officer representing the Organization will be provided by the Danish Organization.

Article V

The Programme will be administered by the Danish Save the Children Organization and the Government of Denmark in close co-operation with the Government of India. The Organization will seek the concurrence of the Government of India on matters of policy before implementing any part of the Programme.

Article VI

The Danish Organization will provide funds to the Anti-Leprosy Centre for the purchase of or the payment of rent for the necessary land in the Srikakulam District or for the construction of or the payment of rent for appropriate buildings for the Programme. The estimated cost of this, including equipment, will be about Rs. 6 lakhs during the period of five years envisaged.

As far as possible, local labour and locally made equipment will be utilized in connection with the Programme, but the Danish Organization shall be entitled to import duty-free into India the following equipment, accessories, etc. :

1) 10 vehicles plus spare parts and accessories and replacement vehicles as necessary, with the approval of the Government of India, during the operation of this Project.

2) Hospital equipment (including equipment for operating theatre, laboratory and X-ray units, microscopes, special lamps, operating tables, special instruments for disinfection, medical tools and one air conditioner) valued at approximately Rs. 70,000.

3) Office equipment consisting of 2 projectors for films and for slide, one film camera and one photo camera valued at approximately Rs. 10,000.

4) Drugs, diet supplements, vitamins as necessary, valued at approximately Rs. 50,000.

5) Four refrigerators or deep-freezers for the use of the Organization.

6) The Danish Organization will also be allowed to import one refrigerator for each of its Danish personnel, provided that they (the Danish personnel) do not themselves import refrigerators under Article VII (c) (iii).

After the termination of this Agreement the supplies and equipment furnished by the Danish Organization and to which the Organization has retained title shall be transferred to the Government of India.

Article VII

The Government of India will grant the following privileges to each of the Danish personnel assigned to duties in India under 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 (b) above :

- (i) Professional equipment and apparatus;
- (ii) One motor car or motor cycle;
- (iii) One refrigerator or one home freezer subject to the provisions of Article VI (6) above;
- (iv) Minor electrical appliances;
- (v) One radio or radio grammophone; 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 VIII

The Government of India will establish procedures whereby :

- (a) The import of office equipment (referred to in Article VI (3)) and personal effects of Danish personnel will be allowed free of customs duty; and
- (b) The Centre will not have to bear sales tax on purchases made by it for the hospital.

Article IX

This Agreement shall come into force on the date of its signature and shall remain in force for a period of five years unless terminated earlier as provided in Article X below. It may be extended beyond this period or amended by agreement between the two Governments.

Article X

Either party may terminate this Agreement before the expiry of the period mentioned in Article IX, 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

SUPPLEMENT¹ TO THE AGREEMENT OF MAY 15, 1963,²
BETWEEN THE GOVERNMENT OF DENMARK AND
THE GOVERNMENT OF INDIA ON LEPROSY CONTROL
WORK. SIGNED AT NEW DELHI, ON 2 AUGUST 1966

The Government of Denmark and the Government of India :

Considering the important results achieved in the Leprosy Control work carried out under the Agreement executed between the two Governments on the 15th May, 1963,

Desirous of extending this co-operation by enlarging the scope of the anti-leprosy activities carried out in India by the Danish Save the Children Organisation,

Have agreed as follows :

Article I

The Government of India welcomes the offer made by the Danish Organisation to start an anti-leprosy campaign in the State of Orissa and assures its full co-operation in achieving the objectives of controlling and eventually eradicating leprosy within the area of operation of the Danish Organisation.

Article II

The Danish Organisation will conduct its work in accordance with the principles laid down in the Agreement executed on the 15th May, 1963, between the Government of Denmark and the Government of India on Leprosy Control Work. The terms and conditions laid down in the said Agreement shall apply also to the work agreed to be carried out in Orissa by the Danish Organisation.

Article III

The Danish Organisation will operate in the Ganjam District, an area in which leprosy is endemic. The Danish Organisation will cover the population of the area, approximately 1,000,000, in which it is expected to find approximately 20,000 cases of leprosy. The Headquarters of the Organisation will be at Aska. In addition to training its own personnel for anti-leprosy work, the Danish Organisation will endeavour to conduct a training programme for paramedical workers and supervisors to be posted to other leprosy control units and S. E. T. centres of the State.

¹ Came into force on 2 August 1966 by signature, in accordance with article VIII.

² See p. 50 of this volume.

The Danish Organisation will conduct its work under the control of the Director of Health Services, Orissa.

Article IV

The Danish Organisation has estimated the cost of the scheme, covering a period of five years, to be as follows :

1. Non-recurring expenses (approx.)	Rs. 600,000.00
2. Recurring expenses (approx.)	Rs. 1,600,000.00
	Rs. 2,200,000.00

The Danish Organisation will arrange for meeting and bearing the expenses mentioned above by voluntary donations or otherwise.

The Danish Organisation shall, in case it will not be able to maintain Anti-Leprosy Centre during the full five year period, give one year's notice in writing to that effect and on the expiry of the said period shall transfer to the Government of India the supplies and equipments furnished and land purchased and building constructed thereon by the Danish Organisation. The Government of Orissa, will, on receipt of such notice by the Government of India and after transfer in pursuance thereof of the supplies and equipments and land and building as aforesaid to the Government of India, endeavour to continue the leprosy control work of the Centre for the remainder of the five-year period, to the extent practicable.

Article V

The Danish Organisation has negotiated with regard to the purchase of the necessary land at Balnapur village near Aska, Ganjam District, covering an area of 10 acres. The Government of Orissa will assist the Danish Organisation in acquiring the said land and in securing building materials such as cement for construction of the buildings of the Centre. The State Public Works Department will offer the Danish Organisation technical advice and assist in checking the bills of the contractors. The Danish Organisation will provide funds to the Anti-Leprosy Centre for the purchase of the land and the construction of the appropriate building thereon.

Article VI

As far as possible, the Government of India will arrange for assistance from UNICEF and WHO in the supply of vehicles, equipment, drugs, scholarships, and allowances of students undergoing training under the above project of the Danish Organisation, on the same principles as those applied to other Govern-

ment Institutions in the State and as laid down in the "Plan of Operation for Leprosy Control in India" signed on September 1, 1961, by the Government of India, UNICEF and WHO. However to the extent it is not possible for the Government of India to arrange for such assistance, all the items shall be procured by the Danish Organisation but such items may be imported free of duty according to the procedures established under Article VIII of the Agreement of May 15, 1963, between the Government of Denmark and the Government of India.

After the termination of this Agreement the supplies and equipment furnished by the Danish Organisation and to which the Organisation has retained title shall be transferred to the Government of India.

Article VII

The Government of Orissa will assign to the Danish Organisation one medical officer and two qualified nurses for the purpose of training and for assisting the teaching staff of the Danish Organisation for a period of 6-12 months by rotation. The Danish Organisation will pay the salaries, and other remuneration of the staff thus assigned to the Training Centre.

Article VIII

This Supplementary Agreement shall come into force on the date of its signature and shall remain in force for a period of five years unless terminated earlier as provided in Article IX below. It may be extended beyond this period or amended by agreement between the two Governments.

Article IX

Either Party may terminate this Agreement before the expiry of the period 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 authorised by their respective Governments, have signed this Agreement.

DONE at New Delhi on the 2nd Day of August, 1966 in two originals.

For the Government of Denmark :

E. BARTELS

For the Government of India :

S. G. RAMACHANDRAN

EXCHANGE OF LETTERS

I

Ref. 28.K.2

August 2, 1966

Dear Shri Ramachandran,

As you know, it was agreed upon to omit the sentence "properly supplemented by grants from the State Government and the Government of India" in Article IV of the agreement on the Orissa Project signed today.

I understand that this change should not imply any change in the substance of the agreement and that the aid from the Indian side will be identical to that to be given to recognised Indian organisations.

Yours sincerely,

E. BARTELS
Ambassador of Denmark

Shri S. G. Ramachandran
Joint Secretary
Ministry of Finance, Department of Economic Affairs
Government of India
New Delhi

II

MINISTRY OF FINANCE
DEPARTMENT OF ECONOMIC AFFAIRS

New Delhi, 2nd August, 1966

My dear Ambassador,

This will acknowledge with thanks your letter of today reading as follows :

[See letter I]

I wish to confirm that this understanding corresponds with the views of the Government of India.

Yours sincerely,

S. G. RAMACHANDRAN

His Excellency Mr. E. Bartels
Ambassador of Denmark
Royal Danish Embassy
New Delhi