

No. 8889

DENMARK
and
INDIA

Agreement on the establishment of an agricultural technical co-operation project in Mysore (with annexed letter). Signed at New Delhi, on 15 May 1963

Protocol concerning the above-mentioned Agreement (with exchange of letters). Signed at New Delhi, on 1 June 1964

Official text: English.

Registered by Denmark on 1 January 1968.

DANEMARK
et
INDE

Accord concernant la mise en œuvre dans le Mysore d'un projet de coopération technique dans le domaine agricole (avec lettre en annexe). Signé à New Delhi, le 15 mai 1963

Protocole relatif à l'Accord susmentionné (avec échange de lettres). Signé à New Delhi, le 1^{er} juin 1964

Texte officiel anglais.

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

No. 8889. AGREEMENT¹ BETWEEN THE GOVERNMENT OF INDIA AND THE GOVERNMENT OF DENMARK ON THE ESTABLISHMENT OF AN AGRICULTURAL TECHNICAL CO-OPERATION PROJECT IN MYSORE. SIGNED AT NEW DELHI, ON 15 MAY 1963

The Government of Denmark and the Government of India :

Considering that the people of their two countries have a common interest in economic progress and that their joint efforts to exchange technical knowledge and skills will assist in achieving that objective.

Recognizing the importance of the participation of the Committee for the Danish National Fund Raising Campaign for Developing Countries in achieving the said objective, and

In furtherance of the objectives of the Freedom from Hunger Campaign initiated by the Food and Agricultural Organisation of the United Nations,

Have agreed as follows :

Article I

The Government of Denmark will cooperate with the Government of India in the establishment and operation of an agricultural project of technical co-operation in Mysore State hereinafter called " the Project ".

Article II

The objective of the Project is to establish, as a Danish-Indian joint venture, a dairy cattle centre, which will serve experimental and training purposes.

Article III

The Government of Denmark undertakes, for the period of validity of this Agreement, to cover, with the exceptions specified in Article IV, the entire cost of the establishment and operation of the Project, including the salaries of the Danish experts and the expenditure on their travelling expenses and subsistence allowances payable to them while on travel to and from India.

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

Article IV

1. The Government of India agree to provide at their expense :
 - (a) the required land cleared, ploughed and fenced;
 - (b) buildings and services such as roads, water supply and electricity necessary for the Project.
2. The financial arrangements regarding the sharing of expenditure on the salaries and allowances of the Indian personnel will be determined by mutual agreement between the two Governments.

Article V

The Government of India will establish procedures whereby (a) the import of all machinery, equipment and specialised types of vehicles to be used in connection with the Project will be allowed free of customs duty, and (b) the Project will not have to bear sales tax on its purchases.

Article VI

The Government of India will grant the following privileges to each of the Danish experts and technicians assigned to duties in India under this Agreement :

- (a) Exemption from payment of Indian Income-tax on the salaries and allowances paid to them by the Government of Denmark during their stay in India;
- (b) Duty-free import of personal and household effects brought by the Danish experts and technicians 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 Danish experts and technicians 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) One radio or radio gramophone;
 - (v) Minor electrical appliances;
 - (vi) One air-conditioner;

on condition that these articles shall be reexported when the Danish experts and technicians leave India on the 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 and, if that is not possible, a rent allowance of Rs. 15 per day.

Article VII

The Project will be managed in the spirit of a joint venture of the Government of Denmark and the Government of India :

(a) The management of the Danish-Indian dairy cattle centre will be entrusted jointly to a Danish Director and an Indian Director according to the distribution of duties and responsibilities to be agreed upon by the two Governments. Financial arrangements will be valid only if they carry the signatures of both;

(b) the Directors will be under the general control of a Board composed of a representative of the Government of India as Chairman, a representative of the Government of Mysore and a Danish representative appointed by the Danish Ambassador to India.

Article VIII

All property, material and equipment supplied by the Government of Denmark shall become the property of the Government of India on the termination of this Agreement.

Article IX

This Agreement shall come into force on the date of its signature and shall remain in force until the 31st of March, 1970, 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 date of expiry 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

ANNEXED LETTER

MINISTRY OF FINANCE

DEPARTMENT OF ECONOMIC AFFAIRS

15th May, 1963

Dear Mr. Ambassador,

In pursuance of the Agreement between the Government of Denmark and the Government of India on the establishment of an Agricultural Technical Co-operation Project in Mysore signed today, I write to confirm that concerning Article VII of the Agreement, the understanding is that the members of the Board will in a spirit of co-operation always endeavour to take, in the interest of the joint enterprise, decisions based on concurrence of views and if, on any question of importance, there is no complete agreement in the Board, a reference will be made on Governmental level.

Yours sincerely,

S.KRISHNAMURTI

H.E. Mr. Arne Bøgh Andersen
Ambassador Extraordinary and Plenipotentiary of Denmark
New Delhi

PROTOCOL¹ CONCERNING THE AGREEMENT BETWEEN THE GOVERNMENT OF INDIA AND THE GOVERNMENT OF DENMARK ON THE ESTABLISHMENT OF AN AGRICULTURAL TECHNICAL CO-OPERATION PROJECT IN MYSORE, SIGNED IN NEW DELHI ON THE 15TH MAY, 1963. SIGNED AT NEW DELHI, ON 1 JUNE 1964

Re Article III

The Danish Government shall provide one director, one veterinarian and at least three more experts. These shall all be graduates of the Danish University of Agriculture — or have equivalent theoretical training. The Indian Government shall provide counterparts for the Danish experts.

Re Article IV

1. The Indian Government shall provide the area of approximately 450 acres of land shown on the attached map.

The buildings should comprise at least the following :

Stables for 200 cows, heifers, and bulls,
Stable for 100 calves,
House for storage and cooling of milk,
Storage room for fodder crops,
Workshops,
Shed for generators,
2 silos for fodder crops,
Laboratories (agronomists' and veterinarians'),
Office building,
Training center for 30 students,
Living quarters for 5 Danish experts,
Living quarters for 5 Indian counterparts,
Living quarters for 4 clerks and 30 labourers,
Guesthouse, 2 guests.

The living quarters for the Danish Experts will be on the scale prescribed for Grade I Officers of the Mysore Government.

¹ Came into force on 1 June 1964 by signature.

2. Distribution of current net expenditures :

| | <i>Denmark</i> <i>pc.</i> | <i>India</i> <i>pc.</i> |
|---------------------------------------|------------------------------|----------------------------|
| 1964-65 | 100 | 0 |
| 1965-66 | 100 | 0 |
| 1966-67 | 100 | 0 |
| 1967-68 | 75 | 25 |
| 1968-69 | 50 | 50 |
| 1969-70 | 25 | 75 |
| 1970-71 and following years | 0 | 100 |

Current expenditure (apart from salaries, travels, etc. for Danish experts) after deduction of sales' proceeds will be incurred by the Mysore Government and get reimbursed according to the shares of the Governments of Denmark and India in the proportions indicated above.

Re Article VII

It is laid down in Article VII of the agreement that the project shall be managed jointly by a Danish Director and an Indian Director, and that the distribution of responsibilities and duties between them is to be agreed upon by the two Governments.

It is now suggested that the two Governments agree to a further clarification and specification along the following lines :

The day-to-day management, administration and representation of the joint project will be undertaken jointly by the two Directors. In the case of sickness, absence, leave, etc. of one of the Directors, his responsibilities shall be delegated to the other Director. In the event of any difference in opinion arising, the matter will be referred for decision to the Board (art. VII (b)).

Re Article VIII

On the termination of the Agreement, the project shall be handed over to the Indian Government with buildings, watering plant, machinery, implements and tools in normal usable condition and with the livestock to be continued as a dairy cattle farm and training centre.

Subject to the approval of the Danish appropriation authorities.

June 1st, 1964

For the Government of Denmark :
Bøgh ANDERSEN

For the Government of India :
S. KRISHNAMURTI

EXCHANGE OF LETTERS

I

MINISTRY OF FINANCE
DEPARTMENT OF ECONOMIC AFFAIRS

New Delhi, 1st June, 1964

Excellency :

With reference to sub-clause (2) Article IV of the Agreement signed between the Government of India and the Government of Denmark, on the establishment of the Agricultural Technical Cooperation Project in Mysore on the 15th May 1963, I write to say, that it is proposed that the sharing of the balance of current expenditure and receipts (exclusive of salaries etc. for the Danish staff) will be as shown under clause (2) *Re* Article IV of the Protocol signed today.

Yours sincerely,

S. KRISHNAMURTI

His Excellency A. Bøgh Andersen
Ambassador, Royal Danish Embassy
New Delhi

II

Ref. No. 104. Dan. 4.c.

1st June, 1964

Dear Shri Krishnamurti,

May I acknowledge the receipt of your letter of today which reads as follows :

[*See letter I*]

I confirm that your letter correctly states the agreement reached between us.

Yours sincerely,

A. Bøgh ANDERSEN

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