

No. 9463

DENMARK
and
THAILAND

**Agreement concerning technical co-operation in the field of
marine biology (with annex). Signed at Bangkok on
16 October 1968**

Authentic text: English.

Registered by Denmark on 10 March 1969.

DANEMARK
et
THAÏLANDE

**Accord concernant la coopération technique dans le domaine
de la biologie marine (avec annexe). Signé à Bangkok
le 16 octobre 1968**

Texte authentique: anglais.

Enregistré par le Danemark le 10 mars 1969.

AGREEMENT¹ BETWEEN THE ROYAL DANISH GOVERNMENT AND THE ROYAL THAI GOVERNMENT CONCERNING TECHNICAL CO-OPERATION IN THE FIELD OF MARINE BIOLOGY

The Royal Danish Government and the Royal Thai Government, desirous of strengthening the friendly relations between the two countries and their people, and recognizing their mutual interest in the economic and technical development of their countries, have agreed as follows :

Article 1

The object of the co-operation under this Agreement is

- (a) to promote the training and education of students and young scientists in the field of marine biology; and
- (b) to carry out research and investigation in the field of marine science including fishery biology,

with the aim of developing and furthering the knowledge of the marine biology of the coastal waters of Thailand to such an extent that it may eventually be used in the development and conservation of the living resources of these waters to the benefit of future generations.

Article 2

To further the objectives mentioned in Article 1 the two Governments will jointly undertake to establish on Phuket Island, South Thailand, a Marine Biological Center with the following functions :

- (a) To train biologists assigned to the Center by the Department of Fisheries of Thailand in specialized fields of marine biology;
- (b) To supervise and promote research work on marine biology at the Center by selected graduate students from universities in Thailand;
- (c) To conduct short-termed courses in marine biology for students of biology from these universities;
- (d) To conduct studies of the flora and fauna of the coastal waters around Phuket and adjacent waters;

¹ Came into force on 16 October by signature, in accordance with article 11.

- (e) To encourage foreign marine biologists in accordance with the pertaining rules and regulations of the Thai Government, to participate temporarily in the scientific and educational work of the Center; and
- (f) To undertake such other activities as may be determined by the Commission to be set up in accordance with Article 8.

Article 3

The Thai Government will :

- (a) provide a suitable area of land for the site of the Center and bear the cost in connection with the clearing, levelling, fencing and draining, etc. of the area, as well as the necessary road and pier construction, and supply of fresh-water, electricity, etc.;
- (b) cover the cost of construction of the buildings necessary for the Center such as laboratories, accommodation for the permanent staff, and quarters for visitors including dormitories and other facilities for students;
- (c) place at the disposal of the Center a research vessel; the engine and scientific and technical equipment will be provided by the Danish Government as stipulated in Article 4 (c); and
- (d) ensure that a specially selected protected area (as indicated in the accompanying Map 1)¹ to be established as natural reservation adjacent to the Center so that a virgin flora and fauna may be preserved as a basis for its scientific work. No fishing and collecting will be permitted in the waters and no passage allowed along the coast and in the tidal zone of the protected area, and the Thai Government will do its best to prevent the pollution of waters of this area by new established industries or sewer-outlets from towns.

Article 4

The Danish Government will, as specified in Annex A :

- (a) provide the necessary laboratory and teaching equipment, microscopes, photographic equipment, office machinery, etc.;
- (b) supply air-conditioning, installation of equipment for saltwater intake, including pipes and pumps, concrete aquaria, and a motor vehicle;
- (c) cover the cost of two small boats and the engine for the vessel referred to in Article 3 (c), and also the scientific and technical equipment for this vessel; and

¹ With the consent of the Contracting Parties, the map annexed to the present Agreement is not reproduced herein for technical reasons. However, a copy thereof has been included in the documentation submitted for registration and deposited with the Secretariat as an integral part of the Agreement so registered.

- (d) establish a library for the Center and assist in the establishment of a regional reference collection.

Article 5

The Thai Government will :

- (a) select and pay for two or three English speaking junior biologists, among the officers of the Thai Department of Fisheries and/or of the universities in Thailand to join the scientific staff of the Center; the qualifications of the personnel to be assigned to the Center should be at the level of B.Sc. degree in biology or fishery science or higher;
- (b) during the first five years select five to ten junior biologists in consultation with the Management of the Center to be sent to Denmark on the fellowships for further training in Marine Biology in accordance with Article 6 (b);
- (c) with the exceptions indicated in Article 6 (a), provide and pay for the personnel and service staff of the Center, including an English speaking clerical assistant, ship's crew, gardeners, watchmen, etc.; and
- (d) pay for the cost of the normal current operations of the Center.

Article 6

The Danish Government will :

- (a) provide and pay for two experts in marine biology for a period of 5 years and one technical assistant for a period of 2 years. These persons will be employed by the Danish Government without expenses to the Thai Government. The Danish Government will also pay their travel expenses to and from Thailand, including those of their families, and transport costs for their private furniture, household-goods, etc.; and
- (b) during a period of five years, grant one or more fellowships every year for further training in marine biology in Denmark of Thai nationals to be selected in accordance with Article 5 (b). These fellowships, which should be of not less than 12 month's duration, will cover all costs in connection with the training in Denmark, such as travel to and from Denmark, tuition fees, insurance, board and lodging, pocket money.

Article 7

The Thai Government will allow the importation of machinery, scientific instruments, laboratory equipment, and other goods to be used by the Center, free of duties and taxes.

The Thai Government will accord to the Danish experts and staff as referred to in Article 6 (a) such privileges as are customarily accorded by the Thai Government to similar experts under a technical co-operation project.

The Thai Government will also facilitate the import and export of preserved biological specimens intended for the reference collection mentioned in Article 4 (d).

Article 8

The joint project will be managed in a spirit of co-operation between the Danish experts and their Thai counterparts. The senior staff member responsible for the management of the Center will be appointed in accordance with Article 9. A Commission of five members, consisting of two Thai representatives, two Danish representatives and a Chairman nominated by the Thai Government, will be set up in Thailand to support and promote the project. The Commission will meet as needed, but at least once a year, to consider the broad aspects of the project. In advance of such meetings the Director of the Center will supply a short report to the members of the Commission on the work and problems of the Center during the preceding period, and he may at any time ask the Commission for assistance in furthering the objectives of the Center.

Article 9

Further details as to the contribution from the Thai Government and the Danish Government, and their respective responsibilities in connection with the establishment and operation of the project may at any time be stipulated in protocols to this Agreement.

Article 10

After five years, the project may, by mutual consent be extended for additional periods. Instruments, equipment, and other supplies provided by the Danish Government for the project will become the property of the Thai Government on the termination of this Agreement.

Article 11

This Agreement will come into force on the date of the signature thereof.

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

DONE at Bangkok in duplicate in English on the 16th October 1968.

For the Royal Danish Government : For the Royal Thai Government :

Albert KØNIGSFELDT

Phra PRAKAS SAHAKORN

ANNEX A

DANISH CONTRIBUTIONS TO THE JOINT THAI-DANISH MARINE BIOLOGICAL CENTER
AT PHUKET, SOUTH THAILAND

While the main total of Kr. 2,980,000 must be considered a fixed maximum, the other amounts listed below are only indicative. Also the category of items and the individual numbers of items are only indicative as the scientists may wish to make adjustments as the planning and purchases go along.

	<i>Kr.</i>
1. <i>Equipment and Instruments :</i>	
Air-conditioning sets	30,000
Automatic equipment for sterilisation of drinking water	3,000
Saltwater aquarium with various accessories	100,000
Boats : 1 Catamaran	10,000
1 Glass fiber boat 6 m. in length	30,000
Diesel engine, winches and equipment for a local fishing cutter 15-20 m. in length to be built by Thailand	80,000
Land Rover	25,000
 <i>Apparatus onboard the vessels :</i>	
Thermometers, including bathythermograph	2,000
Water sampling bottles	2,000
Biological samplers	3,000
Hydrographic instruments	10,000
Glassware	4,000
Bottom grabs	4,000
Plankton nets	5,000
Stainless sieves	2,000
Trawl nets	3,000
Detritus grabs	1,000
Skin-diving equipment	20,000
Echo-sounder	10,000
 <i>Laboratory equipment and instruments :</i>	
Refrigerators	15,000
De-ionizer	1,200
Spectrophotometer	6,000
Autoclaves	1,500
Incubators	3,000
Muffel oven	5,000
Centrifuge	1,000
Airpump (vacuum and pressure)	3,000
Balances	6,000
Microtome	1,500

	<i>Kr.</i>
<i>Workshop equipment :</i>	
Hand tools	2,000
Electrical universal kit	3,000
Tools for bending plastic pipes, etc	5,000
<i>Photographic equipment and darkroom</i>	10,000
<i>Research Microscopes :</i>	
10 Wildt dissecting microscopes	
2 Wildt compound microscopes	
1 Leitz Ortholux photomicroscope	
3 Camera Lucida's	TOTAL 95,000
<i>Classroom Microscopes :</i>	
15 microscopes, including lamps and transformers	20,000
2 compound microscopes	4,000
<i>Glass and plastic articles</i>	
Special preservatives	2,000
<i>Office equipment :</i>	
Typewriters	4,000
Calculating machines	6,000
Duplicator	3,000
Photocopying machine	4,000
Miscellaneous	7,000
<i>Library :</i>	
Handbooks, literature and such facilities as microfilm-reader and diapositives	100,000
Unforeseeable expenses (20 % of total)	130,000
	<u>780,000</u>
	TOTAL CONTRIBUTION
	or approx. US \$ 120,000
2. <i>Salaries, per diems, etc. :</i>	
Salaries for Danish staff	330,000
Running expenses outside the normal current budget	100,000
Local travel expenses for Danish staff	10,000
	<u>440,000</u>
<i>Recapitulation for the First Five-Year Period :</i>	
	Total contribution for establishment 780,000
Salaries, per diems, and other expenses for the first five-year period =	
440,000 × 5 =	<u>2,200,000</u>
	<u>2,980,000</u>
	TOTAL DANISH CONTRIBUTION FOR THE FIRST FIVE YEARS
	or approx. US \$ 450,000