

No. 12609

**INTERNATIONAL DEVELOPMENT ASSOCIATION,
SWEDEN and STATE OF MYSORE**

**Mysore Agreement—*Population Project* (with schedules).
Signed at Washington on 14 June 1972**

Authentic text: English.

Registered by the International Development Association on 14 June 1973.

**ASSOCIATION INTERNATIONALE DE
DÉVELOPPEMENT, SUÈDE et ÉTAT DU MYSORE**

**Contrat relatif au Mysore — *Projet démographique* (avec
annexes). Signé à Washington le 14 juin 1972**

Texte authentique : anglais.

Enregistré par l'Association internationale de développement le 14 juin 1973.

MYSORE AGREEMENT¹

AGREEMENT, dated June 14, 1972, between the KINGDOM OF SWEDEN (hereinafter called Sweden), THE STATE OF MYSORE (hereinafter called Mysore) and the INTERNATIONAL DEVELOPMENT ASSOCIATION (hereinafter called the Association).

WHEREAS by an agreement of even date herewith² between India and Sweden, Sweden has agreed to make available to India a grant (hereinafter called the Swedish Grant) in a principal amount of fifty one million Swedish Kronor (SKr 51,000,000) equivalent at the rate of exchange between the Swedish Kronor and the US Dollar of 4.81:1 to approximately ten million six hundred thousand (\$10,600,000), for the purpose of assisting in the financing of the Project described in Schedule 1 to the Joint Financing Agreement of even date³ between India, Sweden and the Association for said Project;

WHEREAS by an agreement of even date herewith⁴ (hereinafter called the Association Credit Agreement) between India and the Association, the Association has agreed to make available to India a credit (hereinafter called the Association Credit) in a principal amount in various currencies equivalent to twenty-one million two hundred thousand dollars (\$21,200,000), for the same purpose;

WHEREAS Sweden and the Association have agreed to make the Swedish Grant and the Association Credit, respectively, only on condition, *inter alia*, that Mysore agrees to undertake such obligations toward Sweden and the Association as hereinafter set forth;

WHEREAS India shall make available to Mysore part of the proceeds of the above-mentioned grant and credit; and

WHEREAS Mysore, in consideration of Sweden and the Association entering into the hereinabove referred to agreements with India, has agreed to undertake the obligations hereinafter set forth;

NOW THEREFORE the parties hereto hereby agree as follows:

Article I. DEFINITIONS

Section 1.01. Wherever used in this Agreement, unless the context shall otherwise require, the several terms defined in the Association Credit Agreement and in the General Conditions (as so defined) have the respective meanings therein set forth and the term "Mysore Project" means the part of the Project described in paragraph 2.1 of Schedule 1 to the Joint Financing Agreement.

Article II. PARTICULAR COVENANTS

Section 2.01. Mysore shall carry out the Mysore Project, or cause the Mysore Project to be carried out, with due diligence and efficiency and in conformity with sound administrative, financial and technical practices, and shall provide, or cause to be provided, promptly as needed, the funds, facilities, services and other resources required for the purpose.

Section 2.02. Except as India, Sweden and the Association shall otherwise agree, Mysore shall:

¹ Came into force on 9 May 1973, upon notification by the Association to the Parties concerned.

² See p. 51 of this volume.

³ United Nations, *Treaty Series*, vol. 878, p. 207.

⁴ *Ibid.*, p. 191.

- (a) establish and maintain a Governing Board to administer, execute and evaluate the Mysore Project. The members of said Governing Board shall include: the Chief Secretary, the Secretary of Health, a representative of the Central Department of Family Planning, the Director of State Health Services, the State Architect, the Chief Engineer, the Director of the Population Center referred to in Section 2.03 hereof, the Project Coordinator, who will serve as its secretary, the Mysore Project Family Planning Officer, and the head of the Mysore Project Construction Unit;
- (b) create and fill the following positions: (i) a Mysore Project Coordinator, to be attached to the Office of the Secretary of Health, supported with adequate staff, who will have overall responsibility for coordinating the execution of the Mysore Project; (ii) a Mysore Project Family Planning Officer, in the Directorate of Health Services, to be responsible for the progress of the family planning component of the Mysore Project, provided that said officer shall be of approximately the same level as the State Family Planning Officer; and (iii) a Mysore Project Nutrition Officer, supported with adequate staff, to be responsible for the progress of the nutrition component of the Mysore Project, provided that said officer shall be of approximately the same level as the State Nutrition Officer; provided that the three above-mentioned positions shall have suitable rank, powers and responsibilities, and provided further that appointments from time to time to those positions shall be made in accordance with the provisions set forth in Schedule 2 to this Agreement.

Section 2.03. Mysore shall establish and maintain a Population Center with such organization, functions, powers and authority and staff as are set forth in Schedule 1 to this Agreement, as the same shall be amended from time to time by agreement between India, Sweden and the Association.

Section 2.04. Except as India, Sweden and the Association shall otherwise agree, Mysore shall, within sixty days after this Agreement becomes effective, engage the services of the Administrative Staff College in Hyderabad under terms and conditions which shall include, *inter alia*, those set forth in Schedule 3 to this Agreement, and after consultation with the Association, to assist in initiating and to provide advisory support to the Population Center referred to in Section 2.03 hereof, on a continuing basis during the execution of the Mysore Project.

Section 2.05. Except as India, Sweden and the Association shall otherwise agree, Mysore shall, in the Project Area:

- (a) sanction such additional positions for field personnel as shall be required to implement the Program according to the designed ratio of staff: population;
- (b) cause the Regional Family Training Center in Bangalore to give reasonable priority to training and retraining of family planning workers;
- (c) train nurse-midwives and cause them to be employed as supervisors of ANM students in rural health practice at Primary Health Centers, to the extent such positions cannot be filled with public health nurses; and
- (d) provide adequate medical and other supplies to all Project health facilities.

Section 2.06. Mysore shall acquire all land and rights in respect of land, and shall develop said land, as shall be necessary to carry out the Mysore Project.

Section 2.07. Mysore shall consult the Chief Architect of the Central Public Works Department in accordance with the provisions set forth in Schedule 4 to this Agreement, in matters related to the implementation of design, programming and construction of the facilities under the Mysore Project.

Section 2.08. Mysore shall establish a Mysore Project Construction Unit in the Ministry of Health, to be headed by a Superintending Engineer assisted by the necessary technical, clerical and field staff, to supervise the construction of the facilities under the Mysore Project.

Section 2.09. Except as India, Sweden and the Association shall otherwise agree, Mysore shall, within sixty days after this Agreement becomes effective, engage the services of the National Institute of Nutrition at Hyderabad on terms and conditions to be settled in consultation with Sweden and the Association, to assist Mysore in planning and evaluating the nutrition component of the Mysore Project.

Section 2.10. Except as India, Sweden and the Association shall otherwise agree, Mysore shall: (i) within the first three years after the date of this Agreement, carry out Part D of the Project (i.e., the nutrition component of the Mysore Project) in two blocks, and (ii) during the third such year, decide jointly with Sweden and the Association, on the basis of a review of such Part D carried out jointly by India, Sweden and the Association, on the desirability and method of expanding it to a district-wide basis.

Section 2.11. Except as India, Sweden and the Association shall otherwise agree, the goods and services (other than services of consultants) required for the Mysore Project and to be financed out of the proceeds of the Swedish Grant and the Association Credit, shall be procured in accordance with the procedures referred to in Section 3.02 of the Joint Financing Agreement.

Section 2.12. (a) Mysore undertakes to insure, or make adequate provision for the insurance of, the imported goods to be financed out of the proceeds of the Swedish Grant and the Association Credit made available to it by India against hazards incident to the acquisition, transportation and delivery thereof to the place of use or installation, and for such insurance any indemnity shall be payable in a currency freely usable by Mysore to replace or repair such goods.

(b) Except as India, Sweden and the Association shall otherwise agree, Mysore shall cause all goods and services financed out of the proceeds of the Swedish Grant and the Association Credit made available to it by India to be used exclusively for the Mysore Project.

Section 2.13. (a) Mysore shall furnish to Sweden and the Association, as they shall reasonably request, the plans, specifications, reports, contract documents and construction, work and procurement schedules relevant to the Mysore Project, and any material modifications thereof or additions thereto.

(b) Mysore: (i) shall maintain records adequate to record the progress of the Mysore Project (including the cost thereof) and to identify the goods and services financed out of the proceeds of the Swedish Grant and the Association Credit made available to it by India, and to disclose the use thereof in the Mysore Project; and (ii) shall furnish to Sweden and the Association all such information as Sweden and the Association shall reasonably request concerning the Mysore Project, the expenditure of the proceeds of the Swedish Grant and the Association Credit so made available to it and the goods and services financed out of such proceeds.

Article III. CONSULTATION, INFORMATION AND EXAMINATION

Section 3.01. Sweden, Mysore and the Association shall cooperate fully to assure that the purposes of the Swedish Grant and the Association Credit will be accomplished. To that end, Sweden, Mysore and the Association shall from time to time, at the request of either party, exchange views through their representatives with regard to the perform-

ance of their respective obligations under this Agreement, and other matters relating to the purpose of the Swedish Grant and the Association Credit.

Section 3.02. Sweden, Mysore and the Association shall promptly inform each other of any condition which interferes with, or threatens to interfere with, the accomplishment of the purposes of the Swedish Grant and the Association Credit, or the performance by any of them of its obligations under this Agreement.

Section 3.03. Mysore shall enable the representatives of Sweden and the Association to examine all the facilities under the Mysore Project and any relevant records and documents.

Article IV. EFFECTIVE DATE; TERMINATION; CANCELLATION AND SUSPENSION

Section 4.01. This Agreement shall come into force and effect on the date upon which the Joint Financing Agreement becomes effective with respect to the Mysore Project.

Section 4.02. (a) This Agreement and all obligations of Sweden, Mysore and the Association thereunder shall terminate on the earlier of the following two dates:

- (i) the date on which the Joint Financing Agreement shall terminate in accordance with its terms; or
- (ii) a date fifteen years after the date of this Agreement.

(b) If either the Swedish Grant Agreement or the Association Credit Agreement terminates in accordance with its terms before the date specified in paragraph (a) (ii) of this Section, Sweden or the Association, as the case may be, shall promptly notify Mysore of this event and, upon the giving of such notice, this Agreement and all obligations of the parties thereunder with respect to Sweden or the Association, as the case may be, shall forthwith terminate.

Section 4.03. All the provisions of this Agreement shall continue in full force and effect notwithstanding any cancellation or suspension under the Swedish Grant Agreement or the Association Credit Agreement.

Article V. MISCELLANEOUS PROVISIONS

Section 5.01. Any notice or request required or permitted to be given or made under this Agreement and any agreement between the parties contemplated by this Agreement shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand or by mail, telegram, cable, telex or radiogram to the party to which it is required or permitted to be given or made at such party's address hereinafter specified or at such other address as such party shall have designated by notice to the party giving such notice or making such request. The addresses so specified are:

For Sweden:

Swedish International Development Authority
S-10525 Stockholm 1
Sweden

Cable address:

SIDA
Stockholm

For Mysore:

Chief Secretary
Government of Mysore
Vidhan Soudha
Bangalore, India

Cable address:

Chiefsec
Bangalore

For the Association:

International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Cable address:

Indevas
Washington, D.C.

Section 5.02. Any action required or permitted to be taken, and any documents required or permitted to be executed, under this Agreement on behalf of Mysore may be taken or executed by the Secretary to the Government of Mysore or such other person or persons as Mysore shall designate in writing.

Section 5.03. Mysore shall furnish to Sweden and the Association sufficient evidence of the authority and the authenticated specimen signature of the person or persons who will, on behalf of Mysore, take any action or execute any documents required or permitted to be taken or executed by Mysore pursuant to any of the provisions of this Agreement.

Section 5.04. This Agreement may be executed in several counterparts, each of which shall be an original, and all collectively but one instrument.

Section 5.05. Unless otherwise notified to Mysore, the Association shall represent Sweden in all matters relating to the implementation of, including amendments to, this Agreement.

IN WITNESS WHEREOF, the parties hereto, acting through their representatives thereunto duly authorized, have caused this Agreement to be signed in their respective names and delivered in the District of Columbia, United States of America, as of the day and year first above written.

Kingdom of Sweden:

By HUBERT DE BESCHE
Authorized Representative

The State of Mysore:

By L. K. JHA
Authorized Representative

International Development Association:

By J. BURKE KNAPP
Vice President

SCHEDULE 1

POPULATION CENTER

1. *Functions*

The Population Center shall implement a management-information and evaluation system to perform an independent evaluation of said program in particular by designing and collecting more efficiently data relevant to India's population program, undertaking a continuous analysis that will respond to the needs of the administrators of said program, and studying the demand for family planning services.

2. *Staff*

The Director of the Population Center shall have suitable rank, powers and responsibilities, and appointments from time to time to that position shall be made in accordance with the provisions set forth in Schedule 2 to this Agreement. The level of remuneration shall be such as to attract a person who has the qualifications and experience described in said Schedule and shall reflect the temporary nature of the assignment.

Each Division shall be headed by an assistant director, assisted by the necessary supporting staff.

3. *Organization*

Except as India, Sweden and the Association shall otherwise agree, the Population Center shall have the following five divisions:

- (a) Operational and Management Research, with primary responsibility for the experimental design of the Mysore Project and management studies to improve program effectiveness;
- (b) Survey Techniques (and Mathematical Statistics) in charge of undertaking surveys that will supplement program data;
- (c) Demographic Research, in charge of measuring the demographic results of the program;
- (d) Research in the Social Sciences, in charge of investigating the structure of the demand for family planning services; and
- (e) Nutrition, in charge of evaluating the nutrition component of the Project. This Division shall be established not later than three years after the date of this Agreement.

SCHEDULE 2

DUTIES, QUALIFICATIONS AND EXPERIENCE OF PROJECT STAFF

I. Director, Population Center

Duties and Responsibilities:

The director will plan, direct and coordinate the technical and administrative activities of the Population Center, including the establishment and development of such intention and supervision of the overall experimental design in the project areas. He will be a member of the Governing Board and will report quarterly to it on the activities of the Center. He will liaise and establish continuing working arrangements with the Management Institute providing consultative and training services to the Project.

Qualifications and Experience:

1. Age 35 to 55 years;
2. Ph.D or equivalent in Economics/Social Science/Demography;
3. Preferably having held a position of Senior Professor in a University;

4. Experience in research, management and evaluation methodology;
5. Demonstrated administrative qualities for carrying out the objectives and policies related to the Project. Experience as a senior program administrator desirable, although technical competence will take precedence over program experience;
6. Ability to deal with people at the highest level effectively and to negotiate effectively where required.

II. State Project Coordinator

Duties and Responsibilities:

1. He will act as coordinator for the execution of the Project in the State, under the office of the Secretary of Health.
2. He will be responsible for supervising staff that will:
 - (a) maintain financial records and books of account related to the Project;
 - (b) review and check against Project allowance, expenditures and bills of contractors and suppliers;
 - (c) prepare disbursement claims to be presented to the Association for payment, on expenditures incurred by the Project units; and
 - (d) prepare annual accounts and monthly balances.

Qualifications and Experience:

1. University graduate or an adequate combination of university-level training and experience.
2. Five-year experience in responsible administrative/executive positions.
3. Demonstrated leadership and administrative qualities to perform and direct staff.

III. Project Family Planning Officer

Duties and Responsibilities:

He will (a) be responsible for directing and administering the family planning program in the Project area and supervising the family planning personnel working in that area; (b) liaise with the State Family Planning Officer, the Population Center and the State Project Coordinator, for coordinated action; (c) implement the experimental aspects of the Project; (d) participate as required as a member of the Governing Board of the Project; and (e) submit to the said Board quarterly reports of Project progress.

Qualifications and Experience:

1. University degree of bachelor level or an adequate combination of University-level training and experience.
2. A minimum of ten years working experience in an administrative or technical position in the field of Public Health, Family Planning and MCH.
3. Demonstrated administrative qualities to carry out work and direct others in such way as to achieve efficient utilization of skills.
4. General experience and demonstrated interest in the areas of population and family planning.

IV. Nutrition Officer

Duties and Responsibilities:

He will plan, direct and coordinate the nutrition program under the Mysore Project. He will prepare quarterly reports on the said nutrition program which will be made available to the Governing Board. He will liaise and establish continuing working arrangements with the consulting nutrition institutions.

Qualifications and Experience:

1. Age 30-45.
2. At least five years demonstrated administrative responsibility in operating programs on a District-wide or larger basis.
3. Either (a) MBBS with diploma in Nutrition and experience of 3 years in the field of Nutrition or (b) M.Sc (Home Science) with specialization in Nutrition and 3 years experience in the field of Nutrition or (c) Postgraduate in Sociology with a minimum of 3 years experience in Community Development or social welfare programs.

SCHEDULE 3

ADMINISTRATIVE STAFF COLLEGE OF INDIA, HYDERABAD; FUNCTIONS AND RESPONSIBILITIES

The Administrative Staff College at Hyderabad will provide, on a continuous basis, the following services to the Population Center, Mysore, the details of which will be worked out between the Director of the Population Center and Staff College:

- (a) Technical Assistance;
- (b) On-going institution building guidance and support;
- (c) Training.

Technical Assistance:

The task of the said College will be to assist the staff of the Population Center to:

- (a) develop systems, norms and designs for program evaluation, and management information;
- (b) determine task priorities and work programs;
- (c) design the total Management Information and Evaluation system (specifying the process of generation and collection of information, flow channels, analysis procedures and feed back for program management);
- (d) Design the research directed at experimentation of new program elements and determining critical variables and their influence.

On-going Institution Building:

The task of the Administrative Staff College will be to work together with the staff of the Population Center to develop such Center into a self-functioning and capable organization. To this end, the consulting services will be available in the following areas:

- (a) Developing a suitable organization structure and relationships and an internal management system for the Population Center;
- (b) Planning and management of resources including development of financial and budgeting control systems;

Training:

The task of the said College in this area will be The training and development of staff of the Population Center through job exercises as well as structural training programs, with particular emphasis in the following areas:

- (a) Techniques of analysis and evaluation of program and management systems;
- (b) Techniques of controlled experimentation with program elements;
- (c) Techniques of developing and perfecting management information systems;
- (d) Techniques of interpreting information and research findings for program guidance and control;

(e) Consultancy techniques.

Staff Requirements:

The said College will receive assistance from the Government of India as set forth in Part K of Schedule 1 of the Joint Financing Agreement, to enable the said College to hire 2-3 senior population specialists to comprise the nucleus of the Population Unit, and offer supporting staff including at least 3 research associates. The support to the College will also include fellowships and visiting professors. The said College will lay the groundwork for the possible development of similar population centers in other places in India.

Frequency of Consultation:

The affiliation between the Population Center and the said College will be on a continuous basis. The detailed terms of reference and type of affiliation will be worked out between the Director of the Population Center and the said College; functions and responsibilities other than those listed above may be assigned to the said College by the Director of the Population Center.

Reporting:

The College will report to the Director of the Population Center.

SCHEDULE 4

TERMS OF REFERENCE FOR THE IMPLEMENTATION OF PLANNING, DESIGN AND CONSTRUCTION

1. This Schedule outlines the proposed organization and administration of the construction elements of the Mysore Project.

2. *Schematics and Master Planning*

The State Architect, in consultation with the Chief Architect (CPWD), will take responsibility for the schematics and master planning, including preliminary investigation and preparation of studies of the Mysore Project with recommendations for planned performance and financial justification for the physical requirements, to enable the Governing Board to agree on the general outline and form in which the Mysore Project is to proceed, ensuring that it is feasible functionally, technically and financially.

3. The Chief Architect (CPWD) will serve as a consultant and adviser to the Governing Board for the coordination of the physical and financial elements of the Mysore Project, as described in this Schedule.

4. The State Architect will be responsible for investigations of local conditions and sites and brief the relevant staff of the Project Construction Unit (PCU) to obtain the site surveys and climatic data.

5. Taking into account the planning research study referred to in paragraph 10, the State Architect will establish basic design criteria as they affect daylight, sunlight and ventilation and orientation, weather protection and sound insulation, precautions against fire, structural loading, acoustics, engineering and utility services, heating and thermal insulation, durability and maintenance of both fabric and equipment, precautions against vermin and dirt, and precautions to withstand natural hazards (earthquakes, hurricanes, etc.).

6. He will also plan the overall site layouts of each Project building, preparing a comparative analysis of the merits and costs of alternatives investigated.

7. The State Architect will prepare an operational plan and timetable for the most efficient way to design and prepare procurement documents, and implementation and procurement procedures.

8. The State Architect will be responsible for the preparation of a Master Plan Report in a suitable form for submission to the Governing Board.

9. The following work stages will be undertaken by the State Architect in collaboration with the PCU:

(a) *Sketch Scheme*

Preparation of preliminary calculations, drawings, estimates, outline specifications, schedules and other architectural and engineering documents necessary, with economic and financial justification for the design, to enable the proposals in the Master Plan for the construction of works to be submitted to the Governing Board for approval. This submission should be in the form of a sketch scheme report detailing design analysis, schedules of accommodation, outline specifications, cost estimates and construction timetable.

(b) *Final Design*

Preparation of calculations, drawings, estimates, draft specifications, draft schedules and other architectural and engineering documents necessary to enable the Governing Board to approve the final design and estimates of costs, schedules of equipment and "bid packages" in order of priority with a timetable for implementation.

(c) *Contract Preparation*

Preparation of working drawings, specifications and bills of quantities and contract documents.

(d) *Tender*

Establishing approved tendering procedures for selecting contractors and advising the Governing Board on placing contracts, including preselection of contractors, analysis and adjudication of tenders.

(e) *Contract Mobilization*

Provision of necessary additional information and instructions to enable the Contractor, PCU and all others concerned to make proper preparations before starting work on the site.

10. *Planning Research Study*

The Planning Research Study will be executed as referred to in Section 3.03 of the Development Credit Agreement. The Chief Architect (CPWD) will be associated with the study. This study will include an analysis of the functional, anthropometric and environmental conditions which are necessary for the satisfactory performance of each building, also taking into consideration medical, teaching and physical conditions.

11. The information and recommendations arising from the study will be taken into account for the planning of the standard buildings required by the GOI for Health and Family Planning.

12. *Site Acquisition and Selection*

Location maps, showing position of the sites in relation to the catchment areas, should be prepared, showing access roads and communications generally. The maps should also indicate the nearest neighboring family planning facilities and their relationship with the nearest town or village.

13. The selection of sites should be executed on the basis of reports from the District Family Planning Officer, with the approval of the Project Family Planning Officer on the suitability and, in the urban areas, in consultation with the Town Planning Officer.

14. *Organization*

A Project Construction Unit will be created under the direction of a Superintending Engineer who will be provided with the necessary technical, clerical and field staff to supervise the physical realization.

15. *Supervision of Construction*

The provision of constant on-site supervision during construction to ensure that the architectural and engineering works are executed strictly in accordance with the conditions of the contract

will be the responsibility of the PCU in close liaison with the State Architect. The delegated inspectors will ensure that contractors have all the information needed for the proper execution of the works, including:

- (a) Preparing and supplying further drawings, specifications, schedules, examining and approving contractors' details.
- (b) Issuing written site instructions and variation orders.
- (c) Preparation and issuance of certificates.
- (d) Preparing sets of "as built" drawings and schedules of maintenance.

The PCU will ensure that the conditions of the contract are strictly adhered to, including: inspection and testing of materials when necessary, monitoring progress of works, inspecting and measuring work done, enforcing contract conditions and time schedules and issuing certificates of completion of work.

16. *Completion*

The PCU will ensure the continued provision of on-site supervision to ensure that defects in material and workmanship are corrected after the buildings have settled down. The PCU will take decisions on technical issues and ensure that contractors are in possession of all the information needed for the proper rectification of the works.
