No. 13548

DENMARK and INDIA

Agreement on the establishment of a Centre for Foot and Mouth Disease Vaccine Production at Bangalore, Mysore State (with annexes). Signed at New Delhi on 24 September 1973

Authentic text: English.

Registered by Denmark on 19 September 1974.

DANEMARK et INDE

Accord relatif à la création d'un Centre de production de vaccin antiaphteux à Bangalore (État du Mysore) [avec annexes]. Signé à New Delhi le 24 septembre 1973

Texte authentique: anglais.

Enregistré par le Danemark le 19 septembre 1974.

AGREEMENT' BETWEEN THE GOVERNMENT OF DEN-MARK AND THE GOVERNMENT OF INDIA ON THE ESTABLISHMENT OF A CENTRE FOR FOOT AND MOUTH DISEASE VACCINE PRODUCTION AT BAN-GALORE, MYSORE STATE

The Government of Denmark and the Government of India, being desirous of continuing and strengthening the friendly relations between the two countries and their populations, and recognizing their mutual interest in promoting their economic and technical development, and in implementation of the Agreement of February 16, 1970,2 between the Government of Denmark and the Government of India concerning technical co-operation, have agreed as follows:

Article I. The two Governments will co-operate in establishing a Centre for Foot and Mouth Disease Vaccine Production in Bangalore, Mysore State (hereinafter called "the Project").

Article II. The main objectives of the Project are:

- (a) Production on a large scale of a safe vaccine against the types of foot and mouth disease, which occur in India.
- (b) Supply of the vaccine produced to owners and keepers of animals susceptible to foot and mouth disease, in India, on a non-profit basis.

Article III. The Project will be a project of co-operation between the Government of Denmark and the Government of India on the following lines:

- (a) The Government of India will be responsible for the management and operation of the project and the maintenance of equipment supplied by the Government of Denmark under the Agreement.
- (b) Until the expiry of this Agreement, the day-to-day management of the Project will be entrusted to an Indian Director, who will function in consultation with the Danish expert and consultants mentioned in article IV of this Agreement.
- (c) The management of the Project shall be under the general control of a Project Committee consisting of four members. The Government of Denmark and the Government of India shall nominate two members each to this Committee, the Chairman of which will be the Director-General, Indian Council of Agricultural Research and the Secretary to the Government of India. The Project Committee shall meet quarterly during the period of implementation. When the stage of large-scale production has been reached, the Committee shall meet bi-annually. The management of the Project shall prepare comprehensive reports on the activities of the Centre for use at the meeting of the Project Committee.

² United Nations. Treaty Series, vol. 745, p. 219.

¹ Came into force on 24 September 1973 by signature, in accordance with article X.

(d) The implementation of the Project will take place in accordance with stipulations to be laid down in a Plan of Operation agreed upon by the two parties.

Article IV. The commitments of the Government of Denmark under this Agreement are:

- (a) To supply and install equipment for the safe and efficient production of the vaccine, and to supply chemicals in accordance with the specifications contained in annex I.
- (b) To recruit and provide one expert for one year, whose main task shall be to supervise the installation of the equipment for production and the running-in of the production plant, and to recruit and provide consultants who shall guide the management of the Project in the operation of the Centre through correspondence and occasional visits to the Project during the period of the Agreement. The expert and the consultants will be nominated in co-operation with the Danish State Veterinary Institute for Virus Research.
- (c) To grant fellowships, including travel costs, to officers attached to the Centre, viz. four fellowships of approximately five months' duration each, for training at the Danish State Veterinary Institute for Virus Research and brief study tours to similar institutes outside Denmark.
- (d) To bear the international travel costs and the expenses abroad (in accordance with rules for Danish Government officers of equal status) in connection with two study tours for the Director of the Centre. The tours will be planned in co-operation with the Danish International Development Agency.
- (e) To bear the costs of two evaluations of the Project.

The total cost of the above mentioned commitments shall not exceed an amount of D.Kr. 9.0 million.

Article V. The commitments of the Government of India under this Agreement are:

- (a) To provide developed land, roads, buildings and locally available equipment in accordance with the specifications contained in annex II.
- (b) To recruit sufficient and adequately trained local staff.
- (c) To supply raw materials, chemicals, glassware etc. for the efficient operation of production units and laboratories.
- (d) To purchase adequate numbers of large and small test animals and be responsible for the upkeep of such animals.
- (e) To pay all other expenses required for the establishment and operation of the Project which are not listed above and not mentioned under the commitments of the Government of Denmark.
- Article VI. 1. The Government of India shall make arrangements for the issuance of import licences and customs clearance of the equipment supplied by the Government of Denmark, and shall ensure a speedy release of the equipment by the port and customs authorities of the port of arrival.
 - 2. Procedures will be set up by the Government of India whereby import

duties and other fiscal charges, if any, on all the equipment including spare parts and materials for the Project to be supplied by the Government of Denmark in pursuance of article IV of the Agreement, are not payable by the Government of Denmark.

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Article VII. The expert mentioned under article IV of the Agreement will be granted the privileges mentioned in the Agreement on technical cooperation between the Government of India and the Government of Denmark signed on February 16, 1970.

Article VIII. The equipment provided by the Government of Denmark in accordance with the provisions of article IV of the Agreement will become the property of the Government of India upon its arrival in the Indian territory on the condition that it remains at the disposal of the experts during the period of their assignment and for the purposes thereof under the present Agreement.

The Government of India will ensure that the equipment donated by the Government of Denmark, will continue to be used for the purpose for which it was originally intended, after the expiry of the Agreement.

Article IX. During the period of validity of the Agreement, the Project shall undergo two evaluations.

The first evaluation shall take place at the end of the third year at which time a full production is expected to be obtained.

The second evaluation shall take place immediately prior to the expiry of the Agreement.

The evaluation team shall consist of three members. The Government of Denmark and the Government of India shall nominate one member each for the team. The third member shall be selected from the European Committee for Control of Foot and Mouth Disease Research and shall be nominated jointly by the two Governments.

Article X. The present Agreement shall enter into force on the date of its signature and shall remain in force for a period of five years. The Agreement may be terminated at any time by either party giving six months' notice in writing to the other party.

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

DONE in duplicate in English in New Delhi on this twenty-fourth day of September, 1973.

For the Government of Denmark:

HENNING HALCK

Ambassador Extraordinary and Plenipotentiary of Denmark to India

For the Government of India:

M. S. SWAMINATHAN

Secretary to the Government of India and Director-General, Indian Council of Agricultural Research

ANNEXI

DANISH COMMITMENTS ACCORDING TO ARTICLE IV, SUB-SECTION (a)

SUPPLIES AND EQUIPMENT

1st Year 73/74:

Two oil-fired steam generators (4 kg) sq-cm; 400 kg steam/h.

Four water stills (MANESTY type 3B)

One storage tank for distilled water

One pump and pressure vessel for distilled water

One storage tank (stainless steel, insulated, electrically heated)

One pump and pressure vessel

Two 50-litres steam-heated, stainless steel vessels

Two 700-litres stainless steel tanks

One ORION filter 40 × 40

One steam generator for super clean steam

Two platforms

One work bench for sampling

Spare parts for fermentors

Seven titrators for pH control

Seven sets fittings for electrodes

Ten combination electrodes

Thirteen peristaltic pumps
Two 700-litres stainless steel tanks

One ORION filter 40×40

One hermetic centrifuge

Four 1000-litres stainless steel tanks

Temperature control equipment for tanks

Pipes, fittings, valves and pumps (stainless steel)

Two autoclaves

Two hundred 30-litres storage containers for vaccine

Two dry sterilizers with accessories and spare parts

One washing machine, electrically heated

One centrifuge

One centrifuge for serum production

One liquid nitrogen plant

Three liquid nitrogen containers

Two centrifuges (M.S.E.)

Three pH meters

Two spectrophotometers

Scales, microscopes, water baths, tube rolling equipment, magnetic stirrers etc.

Ice water production unit

Cold store for serum

Air conditioning unit complete

One ton Alhydrogel

Chemicals for cell and virus production

Cold store for Alhydrogel and untested vaccine

Two cold rooms (ground floor and first floor)

?nd year 74/75:

One 100-litres and five 300-litres fermentors Two compressors and air cooling aggregate Nine tons Alhydrogel Chemicals for cell and virus production

3rd year 75/76:

Forty tons Alhydrogel Chemicals for cell and virus production

ANNEX II

INDIAN COMMITMENTS ACCORDING TO ARTICLE V, SUB-SECTION (a)

1. Land and existing buildings

Seven acres of land and the existing buildings/installations at Hebbal, Bangalore, as site for the production centre.

One hundred and twelve acres of land at Yellahanga, Bangalore District, at which place one vaccine testing unit will be accommodated.

2. Constructions

Additions to envisaged production centre

Separate building for bath and changing rooms

Building for bottle sterilization, bottle filling, bottle storage and laundering Boiler house with facilities for water distillation and treatment of effluent water

Water tower (50,000 litres) with cooling tank and borewells

Sewerage

Modifications to existing stores

Addition to existing administrative block (library, conference room)

Accommodation for small animal breeding unit

Staff quarters

Guest house

Isolation units

Ancillary facilities (perimeter walls/fences, internal walls/fences)

Roads

Drainage

Electricity

Water

Telephone

Land levelling

3. Equipment

Refrigerators

Deep freeze cabinets

Autoclaves

Hot air oven

Incubators

Centrifuges

Water baths

Vacuum pumps

Magnetic stirrers

Electrophoresis equipment

Stand-by generators

Voltage stabilizers

Transformer

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Gas plant with gas burners Incinerators Workshop equipment
Bottle washing machine
Cold store for vaccine (to be issued) Laboratory equipment
Agricultural implements
Equipment for packing and despatch of vaccine.