

No. 17141

**DENMARK
and
INDIA**

**Agreement on the establishment of a tool room and training
centre at Calcutta, West Bengal. Signed at New Delhi
on 19 March 1976**

Authentic text: English.

Registered by Denmark on 20 October 1978.

**DANEMARK
et
INDE**

**Accord relatif à l'établissement d'un atelier d'outillage et
d'un centre de formation à Calcutta (Bengale-
Occidental). Signé à New Delhi le 19 mars 1976**

Texte authentique : anglais.

Enregistré par le Danemark le 20 octobre 1978.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF DENMARK AND
THE GOVERNMENT OF INDIA ON THE ESTABLISHMENT OF A
TOOL ROOM AND TRAINING CENTRE AT CALCUTTA, WEST
BENGAL

The Government of Denmark and the Government of India, being desirous of strengthening the friendly relations between the two countries and their populations, and recognizing their mutual interest in promoting their economic and technical development, particularly by providing means for education and training, have agreed as follows:

Article I. The objective of the technical and economic co-operation under this Agreement is to contribute to the development of small-scale industries in India by establishing a Tool Room and Training Centre at Bon Hooghly (P. S. Baranagore), Calcutta, West Bengal State.

Article II. The Centre shall be registered as a society under the Societies Registration Act of 1860. The management of the society shall be entrusted to a governing council, the members of which shall be appointed by the Government of India. However, during the period covered by this Agreement, the Government of Denmark shall be represented in the governing council by one member, appointed by the Government of Denmark.

Article III. The activities of the Calcutta Tool Room and Training Centre will be organised as follows:

- (a) The Tool Room Centre will employ on an average 40 and 60 tool makers, at the initial and final operational stages respectively, in a phased manner. The Centre will contribute, on a self-supporting basis, to the supply of tools, primarily for small-scale industries. The Centre will also extend consultative technical assistance primarily to small-scale industries.
The Tool Room Centre will provide design and common facility service, and recommend measures, processes and components for tools, jigs, fixtures, dies, moulds, etc.
- (b) The Training Centre will comprise three kinds of courses:
- Tool Makers' courses, divided in two lines of training, each of a duration of four years, one for press tools, jigs and fixtures, and one for dies and moulds for plastics and metal.
 - Short-term Tool Makers' courses, of a duration of six months.
 - Part-time evening courses, of a duration of four weeks, in special subjects.

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

- (a) Provision for the Tool Room and Training Centre of equipment and imported raw materials up to a value of 14.5 million Danish Kroner. The equipment and imported raw materials will be delivered at site.

¹ Came into force on 19 March 1976 by signature, in accordance with article XII.

- (b) Provision for installation, including electrification and commissioning of machinery and equipment up to an amount of 0.5 million Danish Kroner. The Danish experts will collaborate in the installation and mounting of machines and equipment.
- (c) Provision for erection of buildings with all installations, including airconditioning, up to a value of 5.0 million Danish Kroner.
- (d) Recruitment, payment of international travel expenses, salaries and insurance for seven experts as follows:
 - One Chief Adviser,
 - Six Technical Experts.

The appointment of the experts shall be subject to the approval of the Indian authorities concerned.

- (e) Up to 25 fellowships for Indian citizens trained or employed at the Centre and willing to serve at the Centre for a period of minimum three years after their training abroad. Around half of these fellowships shall be reserved for the foremost trainees of the Centre's courses. All the above-mentioned fellowships shall be of a duration of up to three months and shall include travel expenses.

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

- (a) Procurement of suitable site, developed in terms of assured water and power supply, and sewage for the Tool Room and Training Centre.
- (b) All operating expenses including salaries for Indian staff members and personnel.
- (c) Payment of 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. Construction of buildings, delivery and installation of equipment, recruitment of Danish and Indian personnel and commencement of activities at the Centre shall take place in accordance with Plans of Operation agreed upon by the two parties.

Article VII. (a) 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.

(b) Procedures will be set up by the Government of India whereby import duties, taxes 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.

Article VIII. The Government of India will accord the Danish experts such privileges as are normally accorded to comparable experts at technical co-operation projects under the rules and regulations of the General Agreement between the Government of Denmark and the Government of India concerning Technical Co-operation of February 16, 1970,¹ as modified from time to time.

¹ United Nations, *Treaty Series*, vol. 745, p. 219.

Article IX. The items provided by the Government of Denmark will become the property of the Government of India upon their arrival at the site.

Article X. The Government of India will ensure that the equipment donated by the Government of Denmark, after the completion of the project, will continue to be used for the purpose for which it was intended.

Article XI. During the period of validity of the Agreement, representatives of the authorities concerned of the two parties shall have free access to the Centre. At the end of each year of the co-operation under the Agreement, a copy of the accounts and a copy of a report on the past year's activities shall be forwarded to the authorities concerned of the two parties by the society governing the Centre.

Two years after the Centre has become operational, the authorities concerned of the two parties will each nominate one representative not connected with the operation at the Centre to inspect and evaluate the activities carried out under the Agreement.

Article XII. The present Agreement shall enter into force on the date of its signature and shall remain in force until 31st March 1983. The Agreement may be terminated at any time by either party giving six months' notice in writing to the other party.

The present Agreement may be amended by an exchange of letters between the two Governments.

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 nineteenth day of March 1976.

For the Government of Denmark:

JØRN KROGBECK
Chargé d'Affaires a.i.
Royal Danish Embassy
New Delhi

For the Government of India:

B. N. JAYASIMHA
Joint Secretary to Government of India
Ministry of Industry and Civil Supplies
Department of Industrial Development
