

No. 17246

**UNITED STATES OF AMERICA
and
BANGLADESH**

Project Agreement relating to the cholera research laboratory (with annexes). Signed at Dacca on 24 November 1976

Authentic text: English.

Registered by the United States of America on 24 November 1978.

**ÉTATS-UNIS D'AMÉRIQUE
et
BANGLADESH**

Accord de projet relatif à un projet de laboratoire de recherches sur le choléra (avec annexes). Signé à Dacca le 24 novembre 1976

Texte authentique : anglais.

Enregistré par les États-Unis d'Amérique le 24 novembre 1978.

PROJECT AGREEMENT¹ BETWEEN THE DEPARTMENT OF STATE, AGENCY FOR INTERNATIONAL DEVELOPMENT (AID), AN AGENCY OF THE GOVERNMENT OF THE UNITED STATES OF AMERICA, AND THE MINISTRY OF HEALTH, POPULATION CONTROL, LABOR AND SOCIAL WELFARE, AN AGENCY OF THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH

<p>The above-named Parties hereby mutually agree to carry out a project in accordance with the terms set forth herein and the terms set forth in any annexes attached hereto, as checked below:</p> <p><input checked="" type="checkbox"/> PROJECT DESCRIPTION, ANNEX A</p> <p><input type="checkbox"/> FOREIGN CURRENCY STANDARD PROVISIONS, ANNEX</p> <p><input checked="" type="checkbox"/> STANDARD PROVISIONS, ANNEX²</p> <p><input type="checkbox"/> SPECIAL LOAN PROVISIONS, ANNEX</p>	1. Project/Activity No.: 498-11-510-020																					
	2. Agreement No.: 77-1	3. <input checked="" type="checkbox"/> Original or Revision No. _____																				
<p>This Project Agreement is further subject to the terms of the following Agreement between the two Governments as modified and supplemented:</p> <p><input checked="" type="checkbox"/> GENERAL AGREEMENT FOR TECHNICAL COOPERATION DATE: May 21, 1974³</p> <p><input checked="" type="checkbox"/> ECONOMIC COOPERATION AGREEMENT DATE: May 21, 1974</p> <p><input type="checkbox"/> (OTHER) DATE: Sept. 12, 1973 Annex B outline for operation of CRL</p>	4. Project/Activity Title: Cholera Research Laboratory																					
	5. Project Description and Explanation: (See annex A attached)																					
	6. AID Appropriation Symbol: 72-11X1024	7. AID Allotment Symbol: 424-60-388-00-69-71																				
8. AID Financing:																						
<input checked="" type="checkbox"/> DOLLARS	<input type="checkbox"/> LOCAL CURRENCY																					
		<table border="1"> <thead> <tr> <th style="text-align: left;">Previous total (A)</th> <th style="text-align: left;">Increase (B)</th> <th style="text-align: left;">Decrease (C)</th> <th style="text-align: left;">Total to date (D)</th> </tr> </thead> <tbody> <tr> <td>(a) Total</td> <td>\$1,700,000</td> <td></td> <td>\$1,700,000</td> </tr> <tr> <td>(b) Contract services</td> <td>753,115</td> <td></td> <td>753,115</td> </tr> <tr> <td>(c) Commodities</td> <td></td> <td></td> <td></td> </tr> <tr> <td>(d) Other costs (local costs)</td> <td>946,885</td> <td></td> <td>946,885</td> </tr> </tbody> </table>	Previous total (A)	Increase (B)	Decrease (C)	Total to date (D)	(a) Total	\$1,700,000		\$1,700,000	(b) Contract services	753,115		753,115	(c) Commodities				(d) Other costs (local costs)	946,885		946,885
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¹ Came into force on 24 November 1976 by signature, in accordance with paragraph VI (1) of annex A.

² Not published herein. For the text of the annex, see United Nations, *Treaty Series*, vol. 1084, p. 111.

³ *Ibid.*, vol. 961, p. 59.

9. Cooperating Agency

Financing—Dollar

Equivalent:

\$1.00 = Tk 16

(a) Total	Tk 840,000	Tk 840,000
(b) Technical and other services		
(c) Commodities		
(d) Other costs (local costs)	Tk 840,000	Tk 840,000

10. Special Provisions (*use additional continuation sheets, if necessary*):

BDG 76/77.¹ The total project activities and all other provisions of the original Project Agreement No. 74-1 signed May 15, 1974, and as amended by Revision No. 2 of Project Agreement No. 76-1 remain unchanged by this Agreement.

11. Date of Original Agreement:	12. Date of this Revision:	13. Estimated Final Contribution Date: Sept. 30, 1978
14. For the Cooperating Government or Agency: [Signed] <i>Signature:</i> Dr. K. A. KHALEQUE <i>Date:</i> Nov. 24, 1976 <i>Title:</i> Secretary, Health Division		15. For the Agency for International Development: [Signed] <i>Signature:</i> EDWARD E. MASTERS <i>Date:</i> Nov. 24, 1976 <i>Title:</i> American Ambassador

[ANNEX A]

I. PROJECT DESCRIPTION

The goal of this project is to develop, improve, and demonstrate methods for the treatment, prevention and control of cholera through the implementation of a cooperative program of cholera research between the Government of the People's Republic of Bangladesh (hereinafter BDG) and the Government of the United States (hereinafter USG) acting through the Agency for International Development (hereinafter AID) and the National Institutes of Health (hereinafter NIH) of the Department of Health, Education and Welfare (hereinafter DHEW).

The Planning Commission of the BDG and AID of the USG agree that the CRL established in 1960 in the Institute of Public Health in Dacca shall be operated as an autonomous body and shall serve as the institution for the implementation of this cooperative program of cholera research.

The participation of United Nations organizations, other nations, private and public organizations and agencies in the activities of the CRL will be welcomed. However, funds, personnel, contributions in kind, etc., provided by interested nations, organizations and agencies, for general or specific use in expanding the scope of cholera and/or other research will be in accordance with agreements between the contributing party and the BDG after consultation with the concerned agencies of the USG.

II. ACTIVITY TARGETS

1. Development and demonstration of improved techniques for the treatment, prevention and control of cholera;
2. Field testing of cholera vaccines and cholera toxoids;
3. Development of research programs to study diarrheal diseases in general, and other health problems of the area.

¹ Not published herein. For the text of the annex, see United Nations, *Treaty Series*, vol. 1084, p. 111.

III. PROGRESS TO DATE

Simplified methods for the intravenous and oral treatment of cholera have been developed and tested at the CRL.

Research conducted in the United States under the auspices of the NIH has resulted in the development of a cholera toxoid which will soon be ready for field testing. The CRL field trial area located at Matlab Bazaar, where a population of 220,000 is under intensive surveillance throughout the year, offers an unexcelled area for field testing of the cholera toxoid.

IV. FUNDING REQUIREMENTS

The CRL and its facilities for clinical research and treatment and field trials will be financed from:

1. Funds provided to the NIH of the DHEW by A.I.D. by the use of a Participating Agency Service Agreement (PASA) between these agencies. The amount to be provided during FY 1974 is listed under Block 8(b) Contract Services of the Face Sheet. These funds will be used for the payment of commitments of the CRL research program such as the payment of salaries of scientists and other personnel who are not citizens of Bangladesh; the purchase of materials, supplies and equipment to be imported into Bangladesh; transportation of things and travel of personnel; and for the payment of such other requirements that cannot be paid for in local currency.

2. United States dollars which will be provided by A.I.D. to purchase the local currency equivalent of the A.I.D. contribution. The amount to be provided during FY 1974 is listed under Block 8(d) Other Costs of the Face Sheet. The local currency purchased will be utilized to finance the local currency costs incurred by the CRL in the implementation of this cooperative program of cholera research, including the initiation of new research protocols. The local currency provided may be used for all types of local currency expenditures necessary to the implementation of the CRL research program, including the purchase in the open market of locally available supplies and materials.

3. Local currency to be provided by the BDG listed under Block 9(d) Other Costs may be used for all types of local currency expenditures necessary to the implementation of the CRL research program, including the purchase in the open market of locally available supplies and materials.

4. The levels of contributions for FY 1975 and beyond will be the subject of revisions of this Project Agreement.

V. COURSE OF ACTION

The "Outline for the Operation of the Cholera Research Laboratory" developed in consultation with personnel of the BDG, AID and NIH describes in detail the major actions required to achieve the project goal and the interrelationship between the BDG and the USG in the implementation of this cooperative program of cholera research. The "Outline" as agreed to and accepted by an exchange of letters between the Coordinator, Relief and Rehabilitation Office, United States Agency for International Development, Dacca, and the Deputy Secretary, Planning Commission, Government of Bangladesh, dated 7 September 1973 and 15 September 1973, respectively, is attached as annex B, and is hereby made a part of this Agreement.

VI. PERIOD OF THE AGREEMENT

1. This Agreement will become effective when signed by representatives of the BDG and USG.

2. This Agreement may be modified, altered or amended by mutual agreement of the Parties in writing at any time. Unless otherwise agreed to, subject to the availability of funds and legislative authority, this Agreement and future amendments shall continue through 30 June 1977. Consideration for extending the present Agreement beyond June 1977 will begin not later than June 1976, based on recommendations of the Directing Council.

VII. INITIAL MEETING OF THE DIRECTING COUNCIL

It is proposed that the initial meeting of the Directing Council be called within thirty days after this Agreement enters into force by the Director of the CRL in consultation with the BDG and USG.

ANNEX B

OUTLINE FOR THE OPERATION OF THE CHOLERA RESEARCH LABORATORY

The Government of the People's Republic of Bangladesh (hereinafter BDG), and the Government of the United States of America (hereinafter USG), recognizing that cholera remains a major diarrheal disease problem in Bangladesh, as well as in large areas of the world, and being desirous of continuing and strengthening the research into the pathogenesis, the treatment and the prevention of cholera now in progress at the Cholera Research Laboratory (hereinafter CRL) established in 1960 in the Institute of Public Health in Dacca, agree that the CRL be operated as an autonomous body which will serve as the institution for the implementation of a cooperative program of cholera research between the BDG and the USG acting through the Agency for International Development (hereinafter A.I.D.) and the National Institutes of Health (hereinafter NIH) of the Department of Health, Education and Welfare (hereinafter DHEW).

In this cooperative program the participation of United Nations organizations, such as the World Health Organization, other nations, private and public organizations and agencies in the activities of the CRL will be welcomed. However, funds, personnel or contributions in kind provided by interested nations, organizations and agencies, for general or specific use in expanding the scope of cholera, and/or other research and investigations, will be in accordance with agreements between the contributing party and the BDG, after consultation with the concerned agencies of the USG.

A. Objectives

The broad objectives of the cooperative research program of the CRL are to determine the pathogenesis of cholera and to develop, improve and demonstrate methods for the treatment, prevention, and the eventual eradication of cholera. In addition, it is visualized that the facilities and resources of the laboratory may be expanded to develop research programs to study diarrheal diseases in general, and other health problems of the area.

B. Background

1. The CRL is established at the Institute of Public Health, Mahakhali, Dacca, Bangladesh. Facilities for treating patients and laboratories to support diagnosis and treatment, facilities for clinical investigations in man and experimental animals in the study of intestinal physiology, and the development of new techniques applicable to man are available in Dacca. A center for the field evaluation of methods of cholera prevention, including the testing of cholera vaccines, has been established at Matlab Bazaar, where a population of 22,000 people is under intensive surveillance throughout the year. A treatment center, with a speedboat ambulance service, to support field trials is in operation at Matlab Bazaar, while the ancillary services of statistics, immunology and bacteriology are located in Dacca.

2. The CRL is also capable, through the use of its cadre of trained and skilled Bengali professional, technical and supporting personnel, of conducting formal training courses in the epidemiology and therapy of cholera, including practical experience in the hospitals in Dacca and Matlab Bazaar, and mounting therapy and epidemiological teams to send to afflicted areas to demonstrate and assist in carrying out treatment and practical control procedures.

3. The facilities and resources of the laboratory offer unique opportunities for carrying out clinical trials of new preventive and therapeutic measures to determine their efficacy and practicability; and research on other enteric pathogens, in parasitology, in nutrition, in the growth and development of infants and children, in reproductive physiology, and in demography.

4. The Laboratory shall not be construed as a “shop”, or “commercial establishment”, or “factory”, or “industrial establishment”, or “industry” within the meaning of any law for the time being in force.

C. Implementation of the Cooperative Research Program

1. *Directing Council.* In implementing the Cooperative Research Program the affairs of the CRL will be managed by a Directing Council (hereinafter DC).

The membership of the DC will be made up of a Chairman, two members from the BDG, two members from the USG, and one member from each other participating nation or organization nominated by their respective governments or organizations, provided that whenever any member/members from other participating nations/organizations is/are nominated to the Council, on the basis of their contribution, an equal number of Bengali member/members shall be appointed to the Directing Council.

The Chairman of the DC will be the Director of Health Services (Preventive) of the BDG. The Director of the CRL (Ref C.2.) will serve as the Secretary of the DC, and be a non-voting member *ex officio*.

It is desirable that the members of the DC be resident in Bangladesh, but normally not be members of the CRL staff.

The DC will meet at least quarterly to act upon an agenda prepared jointly by the Chairman of the DC and the Director of the CRL covering administrative and fiscal matters essential to the smooth execution of the program of the CRL.

For the smooth functioning of the CRL the DC will make the necessary rules and by-laws. Decisions of the DC shall be taken by majority vote of the members present and voting.

The DC will prepare an annual report covering the administrative, fiscal, and research activities of the CRL for presentation to the BDG, and each of the other participating governments or organizations.

2. *Director of the Cholera Research Laboratory.* The NIH will have the responsibility for the selection of a qualified scientist to be the Director of the CRL. This selection will be subject to the approval of the BDG.

The Director of the CRL will have the responsibility and authority for the operation of the laboratory subject to the rules and by-laws established by the DC. As authorized by the DC, the Director may, on behalf of the CRL, receive and disburse all funds which are owned by or come under the control of the CRL; acquire and take title to all forms and types of moveable property, including equipment, supplies, motor vehicles and boats; and do all other things necessary to fulfill his responsibilities for the scientific and administrative functions of the CRL.

In all decisions such as the appointment and dismissal of personnel; the determination of salaries and allowances; the negotiation and execution of contracts; major purchases, etc., the Director will be guided by the DC.

3. *Scientific Review and Technical Advisory Committee.* The CRL will have a Scientific Review and Technical Advisory Committee consisting of not less than three or more than five distinguished scientists, including at least one member from Bangladesh. This Committee will be selected and appointed by the Director of NIH from nominations received from each of the participating governments and/or organizations. In addition, the Chairman of the DC and the Director of the CRL will be *ex officio* members of the Committee. The Committee may invite other distinguished scientists to advise on specific problems. The Committee will meet at least once a year at the CRL to review the present, and the proposed research activities of the CRL, and to provide technical guidance to the DC. The Committee shall be responsible for the preparation annually of a detailed commentary and appraisal of the research program of the CRL, which will be submitted to the Director of NIH who will transmit the report with appropriate commentary or recommendations to the BDG, the DC, and circulate it among participating governments or agencies.

4. *Clinical Investigation Committee.* The CRL will have a Clinical Investigation Committee which will review, prior to their initiation, all of the research protocols of the CRL involving human

subjects. This Committee will consist of not less than ten members representing various disciplines, chosen from professional and lay personnel. The Committee will be selected and appointed by the Director of the CRL after consultation with the participating nations and/or organizations, and the Director of the NIH. There should be adequate representation from Bangladesh to assure that the ethics of the country are observed and the rights of citizens protected.

D. *Financing of the Cholera Research Program*

The Laboratory, the facilities for clinical research and treatment, and the field activities of the CRL will be financed from:

1. *Contributions of U.S. dollars.* It is anticipated the A.I.D., DHEW, and NIH will enter into arrangements to provide funds for the salaries of scientists and such other personnel other than citizens of Bangladesh, who are essential to the efficient operation of the CRL and the implementation of its research program, and who are not paid by other agencies. In addition, it is anticipated that dollar funds will be made available for the purchase of supplies and equipment to be imported into Bangladesh, the transportation of things, travel of personnel, and for the payment of such other commitments of the CRL research program that cannot be paid for in local currency.

2. *The CRL General Operating Fund.* The level of local currency contributions by the BDG and A.I.D. to the CRL General Operating Fund for Fiscal Year 1974 and beyond will be the subject of project agreements. The financial responsibilities of the BDG and the USG will not exceed their respective budget provisions. United States dollars will be used to purchase the local currency contribution provided by A.I.D. in such agreements. Local currency provided by such agreements may be used for all types of local currency expenditures necessary to the implementation of the CRL research program, including the purchase in the open market of locally available supplies and materials.

The annual financial report of the Director, Cholera Research Laboratory, will cover not only the status of local currency and dollar support to the Cholera Research Laboratory provided by the BDG and USG, but should give a full picture of all financial, material, and personal support, both direct and indirect, received by the laboratory from all sources including the BDG, and USG.

3. *The Capital Reserve Fund.* This Fund will be created from such unspent or uncommitted monies as remain to the credit of the General Operating Fund at the end of each fiscal year as are approved for transfer to the Capital Reserve Fund by the DC with the consent of, and in accord with, the laws, rules and regulations of the contributing nation, public or private organization; and such other local currency funds as may be contributed by interested nations, international organizations, or agencies or private foundations, to develop facilities for the activities of the CRL. The Capital Reserve Fund may be used by the Director of the CRL to purchase land, to finance construction, remodeling and installation, or modification of facilities deemed necessary by the Director, CRL, and agreed to by unanimous vote of the full membership of the DC and approved by appropriate authorities of the BDG. Any balance remaining in the Capital Reserve Fund at the end of a fiscal year will be carried forward to the next consecutive fiscal year.

E. *Staffing of the Cholera Research Laboratory*

The staff for the laboratory will be international in character, varying in number and qualifications according to the character of investigations and field trials and/or demonstrations being carried out at any one time.

1. In addition to the Director selected in accordance with article C, paragraph 2, there will be a senior professional scientific staff which may be chosen from BDG scientists, provided by the DHEW, recruited from other countries, or contracted by the CRL through personal service contracts.

2. Visiting scientists from other nations, multilateral and regional organizations and agencies may be invited or accepted by the Director for special studies within the scope of their professional/scientific competency. Such invitations and acceptances are subject to the rules and by-laws of the DC. Scientists so serving shall be subject to the authority of the Director of the CRL.

3. Personnel employed by the BDG who are seconded to the CRL will be protected in all of their rights of seniority and promotion in Government service during their years in the CRL.

4. The salaries of personnel of the CRL will be adjusted to the necessity of having full-time services of the best available staff for research, for field trials and/or demonstrations and for administrative support. Exclusive dedication during the established work week, with a willingness to work wherever needed in Bangladesh will be required. Long tenure is essential because of the specialized nature of the work; provision may be made for periodic reclassification and promotion of those employees who have profited from in-service or formalized training abroad, and who have developed specialized skills during the tenure of their employment, and beyond those possessed at the time of employment. The pay scales and fringe benefits of the Bangladesh employees of the CRL should be in conformity with those afforded the regular employees of the Government of Bangladesh, for similar employment, but due compensation for lack of job security, retirement benefits, and other privileges offered by the BDG should be provided for.

5. Comprehensive training programs will be developed to provide for the training of Bangladesh nationals with requisite qualifications, who within a reasonable period of time will assume direction of the CRL and its scientific programs. The Directing Council will select the individuals to be trained and define the objectives of the training. Expatriate staff will devote their best efforts to assist in on-the-job training to the degree enabled by their experience and research responsibilities.

F. *Responsibilities of the Government of Bangladesh*

The BDG will provide, in addition to financial contributions:

1. The space presently allotted to the CRL in the Institute of Public Health in Dacca and the Health Center in Matlab Bazaar, and such space in other government buildings in Dacca and elsewhere as may be necessary and agreed to by the BDG; maintenance and repair services at Government expense to the space occupied by the CRL; and payment for the operating costs of the utilities installed therein.

2. Exemption from customs duties and taxes for any and all equipment, including automotive vehicles and boats, materials and supplies which are provided to the CRL by the participating countries and brought into Bangladesh for the use of the CRL in the furtherance of its activities.

3. The durable goods brought into Bangladesh as per (2) above shall not be sold or otherwise disposed of without payment of duty and taxes and without prior approval of the National Board of Revenue unless reexported or donated to the Bangladesh Government.

G. *Participation of other nations, international organizations and of private agencies*

The BDG and the USG welcome and encourage other nations and organizations to join as participants in the CRL. The participation of other nations and organizations in the CRL will be the subject of consultation between the interested nations and organizations and the BDG. It is anticipated that the Directing Council will consult with appropriate officials of the interested nation and organization concerning the nature and extent of their participation.

Inasmuch as the cholera problem of Bangladesh is not distinct from the cholera problem of other nations of the world and the final solution must come through a consolidated international effort, every effort is to be made to interest all of the cholera-infected nations and all countries threatened with the invasion of cholera, the United Nations organizations, regional organizations and private and public organizations and agencies in the solution of the problem.

Free interchange of information and direct collaboration wherever possible will be arranged with scientists, investigators and health authorities of other nations and with United Nations organizations, regional organizations, and private and public organizations and agencies.

Private and public organizations and agencies will be encouraged to support special cholera research and field trial projects to be administered by the CRL.

12 September 1973

REVISION NO. 2

IV. FUNDING REQUIREMENTS

5. AID grant funds shall not be used to pay taxes, duties or similar charges. With respect to tax and customs duty exemptions, the provisions of the Bilateral Agreement (“Economic, Technical and Related Assistance Agreement between the Government of the People’s Republic of Bangladesh and the United States of America, dated May 21, 1974”) shall apply. In addition, the Government of Bangladesh agrees to exempt project commodities from demurrage and storage charges, or in the alternative, to pay promptly such charges.
