

No. 8891

**DENMARK
and
INDIA**

**Agreement on Leprosy Control Work. Signed at New Delhi,
on 15 May 1963**

**Supplement to the above-mentioned Agreement (with ex-
change of letters). Signed at New Delhi, on 2 August 1966**

Official text: English.

Registered by Denmark on 1 January 1968.

**DANEMARK
et
INDE**

**Accord relatif à la lutte contre la lèpre. Signé à New Delhi,
le 15 mai 1963**

**Supplément à l'Accord susmentionné (avec échange de lettres).
Signé à New Delhi, le 2 août 1966**

Texte officiel anglais.

Enregistrés par le Danemark le 1^{er} janvier 1968.

No. 8891. AGREEMENT¹ BETWEEN THE GOVERNMENT OF DENMARK AND THE GOVERNMENT OF INDIA ON LEPROSY CONTROL WORK. SIGNED AT NEW DELHI, ON 15 MAY 1963

The Government of Denmark and the Government of India :

Considering the importance of the participation of the Danish Save the Children Organization in the National Leprosy Control Programme undertaken by the Government of India in collaboration with the World Health Organization (WHO) and the International Children's Emergency Fund (UNICEF) of the United Nations,

Have agreed as follows :

Article I

The Danish Save the Children Organization will operate in the Srikakulam District of Andhra Pradesh and proposes, initially, to take up a programme intended to cover a population of approximately 600,000 in three Taluks of the Districts where the incidence of leprosy is estimated to be high (30 per thousand or more). The Danish Organization will conduct a case-finding and treatment programme for all leprosy patients in the area (within the policy agreed by the Government of India) under the control of the Director of Medical Services of the Andhra Pradesh Government.

Subject to the availability of funds the Danish Organization will undertake in the same area a Child Health Programme which will include examination of pre-school and school children, their follow-up treatment and supply of diet supplements such as skimmed milk powder, vitamins, etc., as necessary.

Article II

The Danish Organization, which started its Leprosy Control Programme in February 1962, will operate an Anti-Leprosy Centre from Pogiri near Rajam in the Palakonda Taluk of the Srikakulam District. The Leprosy Control Work will be directed by a medical officer who will be assisted by the necessary public health nursing and trained para-medical personnel and will be provided with hospital and transport facilities. The methodology of this programme will follow the policy of the Control Programme of the Government of India already agreed with the WHO.

¹ Came into force on 15 May 1963 by signature, in accordance with article IX.

The Child Health Programme will commence as soon as the necessary funds and the personnel can be made available.

Article III

All expenses—both recurring and non-recurring—connected with the Programme other than assistance provided by WHO and UNICEF, will be borne by the Danish Organization which receives contributions from public (i. e. Government) funds in Denmark, initially for a period of five years.

Article IV

The Danish Organization will employ the following personnel :

- I. Medical officers,
- II. Public health nurses,
- III. Para-medical workers,
- IV. Drivers, etc.,
- V. One administrative officer,
- VI. Clerical staff.

At least three fully qualified nurses will be provided by the Danish Organization. The para-medical and other necessary auxiliary health personnel as well as the clerical staff will be recruited by the Organization from Indian personnel at salaries approved by the Government of India.

An Administrative Officer representing the Organization will be provided by the Danish Organization.

Article V

The Programme will be administered by the Danish Save the Children Organization and the Government of Denmark in close co-operation with the Government of India. The Organization will seek the concurrence of the Government of India on matters of policy before implementing any part of the Programme.

Article VI

The Danish Organization will provide funds to the Anti-Leprosy Centre for the purchase of or the payment of rent for the necessary land in the Srikakulam District or for the construction of or the payment of rent for appropriate buildings for the Programme. The estimated cost of this, including equipment, will be about Rs. 6 lakhs during the period of five years envisaged.

As far as possible, local labour and locally made equipment will be utilized in connection with the Programme, but the Danish Organization shall be entitled to import duty-free into India the following equipment, accessories, etc. :

1) 10 vehicles plus spare parts and accessories and replacement vehicles as necessary, with the approval of the Government of India, during the operation of this Project.

2) Hospital equipment (including equipment for operating theatre, laboratory and X-ray units, microscopes, special lamps, operating tables, special instruments for disinfection, medical tools and one air conditioner) valued at approximately Rs. 70,000.

3) Office equipment consisting of 2 projectors for films and for slide, one film camera and one photo camera valued at approximately Rs. 10,000.

4) Drugs, diet supplements, vitamins as necessary, valued at approximately Rs. 50,000.

5) Four refrigerators or deep-freezers for the use of the Organization.

6) The Danish Organization will also be allowed to import one refrigerator for each of its Danish personnel, provided that they (the Danish personnel) do not themselves import refrigerators under Article VII (c) (iii).

After the termination of this Agreement the supplies and equipment furnished by the Danish Organization and to which the Organization has retained title shall be transferred to the Government of India.

Article VII

The Government of India will grant the following privileges to each of the Danish personnel assigned to duties in India under this Agreement :

(a) Exemption from payment of Indian Income-tax on the salaries and allowances paid to them during their stay in India by the Danish Organization from out of the funds contributed to the Organization by the Danish Government; provided, however, that in cases where the salaries and allowances are not covered by this stipulation, procedures will be established whereby the incidence of such income-tax will not fall on the Danish personnel concerned.

(b) Duty-free import of personal and household effects brought by the Danish experts and covered by the Passengers (non-tourist) Baggage Rules, and the Transfer of Residence Rules if their stay in India extends over at least 12 months.

(c) Duty-free import of the following articles for the personal use of the experts, if not already covered by (b) above :

- (i) Professional equipment and apparatus;
- (ii) One motor car or motor cycle;
- (iii) One refrigerator or one home freezer subject to the provisions of Article VI (6) above;
- (iv) Minor electrical appliances;
- (v) One radio or radio grammophone; and
- (vi) One air-conditioner,

on condition that these articles shall be reexported when the Danish experts leave India on completion of their assignments. If any of them wishes to sell or dispose of any of these articles, he shall obtain the prior permission of the Government of India, which may be given subject to such conditions as may be imposed and subject to payment to the appropriate Indian authorities of any duty chargeable on the articles concerned;

(d) Free medical attendance to the same extent as given by the Government of India to its officers of comparable grade;

(e) Free housing accommodation, or if that is not possible, a rent allowance of Rs. 15 per day.

Article VIII

The Government of India will establish procedures whereby :

- (a) The import of office equipment (referred to in Article VI (3)) and personal effects of Danish personnel will be allowed free of customs duty; and
- (b) The Centre will not have to bear sales tax on purchases made by it for the hospital.

Article IX

This Agreement shall come into force on the date of its signature and shall remain in force for a period of five years unless terminated earlier as provided in Article X below. It may be extended beyond this period or amended by agreement between the two Governments.

Article X

Either party may terminate this Agreement before the expiry of the period mentioned in Article IX, by giving one year's notice in writing to the other party of its intention to terminate the Agreement.