

**AGREEMENT¹ BETWEEN THE GOVERNMENT OF
INDIA AND THE GOVERNMENT OF DENMARK
REGARDING HEALTH CARE AND
FAMILY WELFARE
New Delhi, 1 November 1980**

The Government of INDIA

AND

The Government of DENMARK,

DESIRING to strengthen the friendly relations between the two countries and their peoples,

RECOGNIZING their mutual interest in promoting their economic, technical and social development, particularly by providing facilities for further improving the conditions of life among the rural population of India, and in implementation of the Agreement² of 16 February 1970 between the Government of India and the Government of Denmark concerning technical co-operation,

HAVE agreed as follows :

Article 1

The Government of Denmark, acting through the Danish International Development Agency (in the following referred to as "DANIDA"), undertakes to assist the Government of India in strengthening the health care and family welfare status in the following seven selected districts of Madhya Pradesh :

Bhind
Guna
Gwalior (including Datia)
Morena
Sagar
Shivpuri
Tikamgarh

1. Came into force on 1 November 1980.

2. IBTA Vol. 6 Doc. No. 415.

Article 2

In order to improve the health and family welfare status of the rural population in the Project Area, especially taking into account the needs of the weaker sections, the objectives of the Project are :

- improvement of the efficiency and utilization of the existing health and family welfare system especially in relation to the services needed by the weaker sections of the rural population;
- strengthening of the health and family welfare infrastructure coverage through extension of the Primary Health Centre and Sub Health Centre Services;
- encouragement and stepping up of mobilization of community self-help activities especially among the weaker sections of the rural population in the context of health and family welfare;
- intersectoral co-ordination of development activities at village level to achieve the above-mentioned objectives.

The implementation of the Project activities will be based on detailed Annual District Plans. These plans will be in accordance with the principles and strategies described in the Project Document "Strengthening Health Care and Family Welfare in seven Districts in Madhya Pradesh, 1980". (hereinafter called "the Project Document").

Any change in the scope of objectives of the Project as described in this Agreement or the Project Document will be effected only after mutual agreement between the two Parties. In pursuing the said objectives the following key principles, as described in detail in the Project Document, shall serve as guidelines in the implementation of the Project: The target group approach, the participative approach and community involvement, the multi-sectoral approach, decentralization and flexibility.

The "Model Plan for Creation of Facilities and Provision of Services under Area Programme" (April 1979) will be normative for the Project.

The Family Welfare Programme in the Project Area as in the rest of India shall be carried out in accordance with the policies of the Government of India under which there is no room for compulsion, coercion or pressures of any sort.

Article 3

The commitments of the Government of Denmark under this

Agreement shall be, upto Danish Kroner 126 million, to finance the following activities according to the Project Document.

- (a) Renovation and construction of Sub Health Centres, Primary Health Centres, Rural Family Welfare Centres, Lady Health Visitor Facilities, Training Centres/Community Halls and Residences for the staff.
- (b) Maintenance of the above centres.
- (c) Organization at State and District level, including Engineering Cells.
- (d) Additional Manpower for Service Delivery.
- (e) In-service Training and Manpower Development.
- (f) Logistics, Drugs and Equipment.
- (g) Drinking Water and Sanitation.
- (h) Nutrition and Nutrition Education.
- (i) Alternative Health and Family Welfare Activities (Innovative Schemes).
- (j) Short Term Visits and Training.
- (k) Education, Information and Communication and Community Mobilization.
- (l) Community Contingency Fund.
- (m) Evaluation and Monitoring.

Article 4

The commitments of the Government of India under this Agreement shall be :

- (a) To provide adequate funds as necessary and in accordance with the annual budget for the Project.
- (b) To provide necessary building sites free of cost to the Project for Sub Health Centres, training facilities and staff quarters, and to ensure that the location of new health facilities, and all construction, renovation and expansion works will be made in accordance with the provisions of the Project Document.
- (c) To ensure, as far as personnel is concerned :
 - (i) that the staff necessary for implementation and

- operation of the Project is appointed urgently and on priority according to the annual plans;
- (ii) that all staff appointed for the Project possess the requisite qualifications and experience for their respective jobs as referred to in the Project Document;
 - (iii) that all staff upto and including the Project Director are full time employees of the Government;
 - (iv) that the staff is appointed for a minimum 3-year period and not transferred outside the Project Area within this period except when it is absolutely unavoidable.
- (d) To take all steps otherwise necessary for implementing the Project.

Article 5

In implementing the Project the Government of India and the Government of Denmark agree as follows :

- (a) The Government of India shall be responsible for the implementation of the Project and shall enter into mutual arrangements for this purpose with the Government of the State of Madhya Pradesh.
- (b) To ensure that the Project is implemented in accordance with its key principles and to establish necessary co-ordination with development programmes within other sectors the various committees and teams at the National, State, District, Block and Village levels shall be set up as described in the Project Document.
- (c) The functions of the National Level Project Advisory Committee shall be overall co-ordination and monitoring and evaluation of Project implementation activities. The National Project Advisory Committee will consist of representatives of the Government of India, the Government of Madhya Pradesh and DANIDA.

The National Project Advisory Committee shall meet at least once a year.

- (d) The functions of the State Project Co-ordinating Committee shall *inter alia* be with the approval of State Project Plans and Budgets, as well as District Project Implementation Plans.

The State Project Co-ordinating Committee will consist of

representatives of the Government of India, the Government of Madhya Pradesh and DANIDA.

The members and functions of the committees and teams at the various levels will be in accordance with the Project Document.

- (e) A Monitoring and Evaluation Group (MEG) will be appointed by the two governments as described in the Project Document.
- (f) A Training Advisory Committee (TAC) will be appointed by the Government of India as described in the Project Document.
- (g) The implementation of the Project activities will be based on detailed Annual District Plans and Budgets. These plans and budgets will be prepared by the District Project Teams in accordance with the Guidelines for Annual District Planning.
- (h) For the implementation of the Project an organization will be set up under the Project Director as envisaged in the Project Document.

Article 6

The following provisions shall govern the purchase of equipment for the Project :

- (a) Equipment will be purchased in accordance with the approved Annual District Plans.
- (b) Equipment purchased out of the Danish grant and imported into India shall become the property of the Government of India upon its arrival in Indian territory. Equipment purchased in India out of the Danish grant shall become the property of the Government of India at the time of purchase.
- (c) Taxes, fiscal charges, import duties and demurrage charges, if any, levied on equipment and supplies imported for the Project shall not be payable by the Government of Denmark.
- (d) The Government of India shall ensure that the equipment donated by the Government of Denmark will be used for the intended purpose and not be transferred out of the Project Area during the Project period.

Article 7

The procedures for accounting and reporting with respect to the Project shall be :

- (a) Within nine months of the expiry of the Indian financial year, certified accounts shall be submitted to the Government of Denmark. At the same time or prior to that reports approved by the Central Project Advisory Committee on the overall progress of the Project Activities in the year under review shall be submitted to the Government of Denmark.
- (b) Detailed procedures for transfer of funds, accounting and reporting will be worked out and agreed upon by the two parties (Plan of Operation).
- (c) The Indian authorities will provide such data to the Danish authorities as may be required for assessing the progress of the Project Representatives of the Government of Denmark, short term consultants appointed by DANIDA for the purposes of the Project and members of the Monitoring and Evaluation Group shall, at any time during the currency of this Agreement, have free access to all activities under the Project and be permitted to inspect all relevant works, records and documents regarding this Project.

Article 8

Monitoring and evaluation being an integrated part of the various Project activities shall reflect the key principles of the Project, as described in the Project Document. The Monitoring and Evaluation Group will decide upon the scope and content of monitoring and evaluation activities and the institutions for carrying these out in agreement with the Government of India.

Article 9

Not later than three months after the date of this Agreement a Plan of Operation for implementation of the Project will be mutually agreed upon by the Government of India (in consultation with the Government of Madhya Pradesh) and DANIDA.

Article 10

This Agreement shall enter into force on the date of its signature and remain in force for five years or until it may be terminated at any time by either Party giving six months notice in advance to the

other Party. The Agreement may be amended or extended by an exchange of letters.

IN WITNESS WHEREOF, the undersigned have signed this Agreement.

DONE in duplicate in the English language at New Delhi this 1st day of November, 1980.

For the Government of India

For the Government of Denmark

Sd/-

INDIRA GANDHI
Prime Minister of India

Sd/-

ANKER JORGENSEN
Prime Minister of Denmark
