

Agreement on Technical Co-operation

February 16, 1970

AGREEMENT BETWEEN THE GOVERNMENT OF INDIA AND THE GOVERNMENT OF THE KINGDOM OF DENMARK CONCERNING TECHNICAL CO-OPERATION

New Delhi

The Government of India and the Government of Kingdom of Denmark :

ON THE basis of the friendly relations existing between the two countries and their people desiring to intensify those relations :

CONSIDERING their common interest in promoting the technical and economic development of their countries,

RECOGNISING the benefits to be derived by both countries from closer technical co-operation,

HAVE agreed as follows :

Article I

1. The Government of Denmark shall within the framework of the present Agreement grant technical assistance to the Government of India on the basis of equal partnership.
2. The contracting parties shall, on the basis of the present Agreement, conclude arrangements concerning individual projects.
3. Technical assistance may also be granted to certain persons, agencies or organisations by virtue of joint decisions of the contracting parties.

Article II

In order to realise the aims of the present Agreement of the Government of Denmark shall endeavour,

1. to assist the Government of India in various sorts of development projects,
2. to dispatch Danish experts and technicians for the training of Indian Nationals in connection with such projects,
3. to supply such articles of equipment as may be required for such projects and for the work of the experts,
4. to grant scholarships for studies or professional or technical training in Denmark to candidates sponsored by the Government of India.

Article III

The projects of technical co-operation and their implementation will be the object of agreements to be concluded between the authorised representatives of the contracting parties.

Article IV

In the framework of technical co-operation each party will bear a responsible part of the expenses incurred in the implementation of the projects, unless otherwise agreed to in specific cases.

The two Governments agree :

1. On the Danish side :

I. to pay the salaries and the insurance premiums of the experts provided by the Danish Government;

- II.to bear the travel expenses of the Danish experts to and from India;
- III.to bear the cost of purchase and transport to India of materials and other items which are not manufactured in India in the required quality and specification;
- IV.to bear living and medical expenses, fees, cost of essential books and other training and travel expenses within Denmark, as well as the fare from India to Denmark and the return fare from Denmark to India or Indian citizens who are sponsored by the Government of India and accepted by the Government of Denmark within the frame-work of technical cooperation.

2. On the Indian side :

- .to pay the salaries of the Indian counterpart personnel;
- I.to provide material and equipment which can be obtained from the indigenous sources ;
- II.to provide office accommodation and services to Indian personnel for secretarial and interpretation purposes, where possible;
- III.to bear travel expenses and pay per diem allowances for official journeys and tours within India in respect of the Danish expert as admissible to Grade I officers of the Government of India;
- IV.to bear the cost of transport of materials and equipment transferred from one project to another, so long as both are being realised in India;
- V.to pay the salaries of beneficiaries of scholarships and trainees invited to Denmark, within the framework of the technical co-operation, to their families, should the occasion arise.

Article V

The Government of India will establish procedures whereby the Government of Denmark will not have to bear taxes, duties and other fiscal charges normally imposed in India on materials and equipments exported to India by the Government of Denmark in connection with the programmes and projects of technical co-operation.

Article VI

The Government of India will grant the following privileges to the Danish experts assigned to duties in India in connection with technical cooperation programmes and projects;

1. free accommodation suitable for formalities, appropriately furnished on the scale laid down for Grade I officers of the Government of India, or - if that is not possible - pay a contribution towards rent at the rate of Rs.25 per day. Questions of "suitability of accommodation" and "appropriateness of furnishing" are to be decided in each case between the representatives of the two Governments;
when the rent allowance is payable to a Danish expert at his headquarters in India, it will continue to be paid to him while on tour, sick leave or ordinary leave;
2. exemption from payment of Indian Income Tax on the salaries and allowances paid to the experts by the Danish Government;
3. duty free concessions available under the Passengers' (Non-tourist) Baggage Rules and the Transfer of Residence Rules in respect of those Danish experts whose stay in India is to last at least 12 months;

4. duty free import of the following personnel and household effects brought by the Danish experts, provided they have not been imported under the Passengers' (Non-tourist) Baggage Rules and Transfer of Residence Rules :

I. one personal automobile or motor cycle;

II. one radio or radio gramophone or tape recorder,

III. one refrigerator and/or home freezer,

IV. two air conditioners,

V. minor electrical accessories and appliances,

VI. professional equipment and gadgets,

on the condition that these articles shall be re-exported when the Danish experts leave India on completion of their assignments. If any of these articles are to be sold or disposed of in India, the Danish experts shall obtain prior consent of the Government of India, which may be given subject to such conditions as may be imposed and subject to payment of customs duties as required by the applicable regulations;

VII. if the serviceability of these articles or parts thereof is substantially effected, replacements or spare parts of similar types and quality may be imported free of duty upto a reasonable limit as may be mutually decided upon from time to time;

VIII. duty free import of consumer articles upto the following monetary ceilings :

I. Rs. 4500 per year if the expert is single and,

II. Rs. 7000 per year in the case of those experts who are accompanied by families (irrespective of the number of children).

Should an expert stay less than a year in India, the aforementioned amounts shall be recalculated in terms of the corresponding number of months. At the request of one of the contracting parties these amounts may be revised while the present Agreement is in force. In addition, the importation of medicaments will be permitted upto a value limit of Danish Kr. 400 per year.

These imports will be permitted subject to such conditions as may be prescribed by the Government of India.

IX. free medical attendance on the same scale as is admissible to Grade I officers of the Government of India;

X. the necessary entry and exit visas requested by the Danish authorities or their representatives in India for the experts and members of their families free of charge;

XI. identity certificate which will ensure the assistance of Indian authorities for the Danish experts in the accomplishment of their tasks.

Article VII

If, in pursuance of or in connection with his duties carried out under this Agreement, the Danish expert causes damage to a third party, the Government of India will be liable for this damage in place of the Danish expert. The Government of India shall be entitled to a refund from the Danish expert of the compensation paid by it, if the Danish expert has acted with premeditation or gross negligence.

Article VIII

The representatives of the two Governments will meet periodically in order to analyse the results obtained in the implementation of the projects or co-operation, which are the object of the present Agreement.

The present Agreement shall come into force on the date of its signature. It shall remain in force for a period of three years. After that, it shall be renewed by tacit agreement from year to year. This 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 at New Delhi, on the 16th Day of February, 1970.

For the Government of India

For the Royal Danish Government

Sd/-

M G KAUL

Sd/-

H.A. BIERING