

## **Agreement on Technical Co-operation**

December 31, 1971

### **AGREEMENT BETWEEN THE GOVERNMENT OF INDIA AND THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY CONCERNING TECHNICAL CO-OPERATION**

#### **New Delhi**

The Government of INDIA and The Government of the Federal Republic of Germany,

On the basis of the friendly relations existing between the two countries and their peoples,

DESIRING to intensify those relations,

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

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

HAVE AGREED as follows:

#### **Article 1**

1. The Government of the Federal Republic of Germany shall, within the framework of the present Agreement, grant technical assistance to the Government of India on a 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 organizations if the Contracting Parties so agree.

#### **Article 2**

1. In order to attain the aims of the present Agreement the Government of the Federal Republic of Germany shall endeavour to assist the Government of India by the following measures :
  - I. The promotion of specialized institutes, organizations and training centers as well as pilot projects in the Indian development sectors by sending experts, by undertaking the training of Indian nationals, and by providing equipment including, if necessary, replacements and supplementary equipment as well as spare parts.
  - II. The dispatch of consultants to prepare studies on individual projects.
  - III. Co-operation between the two countries in the field of education and training.
  - IV. Co-operation between scientific institutions in the two countries by dispatching or arranging for the dispatch of scientific personnel and by providing equipment.
  - V. The provision of scholarships and training facilities for Indian nationals in the Federal Republic of Germany or in the another country, or in institutions which receive assistance under German technical assistance programmes in Indian.
2. All personnel to be dispatched by the Government of the Federal Republic of Germany shall hereinafter be referred to as "experts."

### **Article 3**

1. The Government of India shall :

- I. Provide at its expense the land and buildings required for the various projects as well as the equipment which is not supplied by the Government of the Federal Republic of Germany;
- II. Bear the cost of harbour-dues, import duties, taxes or other public charges levied in India in respect of the equipment supplied under paragraph 1(a) of Article 2 of this Agreement on behalf of the Government of the Federal Republic of Germany, and bear the cost of transport in India; steps shall be taken to ensure that such equipment which may urgently required for projects and is delivered to India by air is promptly released by the competent Indian authorities;
- III. Assure any taxes including sales tax on articles of equipment, replacements and spare parts procured in India at the expense of the Federal Republic of Germany;
- IV. Bear the running and maintenance costs incurred in execution of the project;
- V. Provide the experts with air-conditioned offices with telephones as well as transport for duty trips undertaken locally or in the project area, if necessary;
- VI. Provide at its expense Indian technical and auxiliary personnel, as well as interpreters and typists as required for the various projects;
- VII. Ensure that the experts will be replaced by qualified Indian nationals after a reasonable period of time. In so far as such personnel are undergoing training in the Federal Republic of Germany or in another country it shall in good time put forward enough candidates for such training.

It shall ensure that after completing their training, the Indian nationals will be employed with the institutions or projects receiving assistance for at least five years and that appropriate consideration is given to their respective levels of training.

2. The Contracting Parties shall upon or immediately after the conclusion of the appropriate arrangement under paragraph 2 of Article 1 of this Agreement define precisely in writing which articles of equipment shall be provided by each Contracting Party. If subsequent changes in the equipment to be mutually agreed upon sufficiently in time before actual shipment.

3. The articles supplied on behalf of the Federal Republic of Germany shall upon arrival in Indian Territory become the property of the Government of India on condition that they remain at the unrestricted disposal of the experts for the purpose and duration of their assignment under the present Agreement.

### **Article 4**

1. The Government of India shall

- I. pay in respect of every expert who is employed in India for longer than three months for the duration of his assignment a fixed allowance of Rs. 1000 per month for the renting of an adequate, furnished dwelling for himself and his family and to cover the cost of any duty trips in India; such fixed allowance shall continue to be paid while the experts is on tour, sick leave or ordinary leave as well as for the month in which the expert has left India after concluding his assignment; it shall pay the fixed allowance for the three months at a time into an account to be named by the Embassy of the Federal Republic of Germany; it shall assist the experts in obtaining suitable dwellings;

II. exempt the experts from taxation in the respect of the emoluments paid to them by the Government of the Federal Republic of Germany and guarantee that they shall not be required to fiscal charges, if any, payable on emoluments received by them from the Federal Republic of Germany or incidental to their professional duties in India.

2.

.The Government of India shall permit the experts to import free of duty their professional equipment and personnel effects within a period of four months after the person concerned has first entered the country. This period shall be extended if the arrival of the families of the German experts and other members or of articles in India is delayed for special reasons.

I. The term "personal effects" shall include for each households one motor vehicle, one refrigerator and one deep-freezer, one radio or radio-gramophone, one television set, one tape-recorder, two air conditioners, minor electrical appliances, as well as cine and photographic equipment.

II. If, in individual cases, differences of opinion arise as to whether an article falls within the category of personal effects, such article may also be imported free of duty up to a maximum dutiable value of one thousand Indian Rupees.

III. Duty and tax-free importation shall be granted on condition that such articles are re-exported as soon as the expert concerned leaves India upon completion of his activities within the framework of the present Agreement. Such exportation shall not be subject to any restriction.

IV. If such an article is disposed of in India, the permission of the Government of India shall be obtained prior to the sale. Customs duty shall be paid under applicable Indian regulations. The sale shall be subject to such terms and conditions as may be imposed by the Government of India. The sales proceeds shall be freely transferable.

V. If the serviceability of these articles or parts thereof is substantially affected, replacements or spare parts of similar type and quality may be imported free of duty up to a reasonable limit as may be mutually decided from time to time.

3. The Government of India shall permit the experts to import, free of duty and taxes, articles for their personal use, in which case the following annual maximum values, based on the invoice value of the imported articles, shall apply :

.two thousand seven hundred and fifty German Marks for experts not having families in India,

I. four thousand five hundred German Marks for experts having their families in India .

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 up to a maximum value of five hundred German Marks per year. Steps shall be taken to ensure that such medicaments which may be urgently required and are delivered by air are promptly released by the competent Indian authorities.

4. The Government of India shall permit the experts, their families and other members of their households to enter or leave the country free of charge at any time and grant free of charge work and residence permits as required.

5. The experts shall be accorded free medical care to the same extent as it is accorded to First Grade Officers of the Government of India

6. The Government of India shall issue to the experts a document of identification will assist them in the performance of their duties.

#### **Article 5**

1. The Government of India shall have the right to request the Government of the Federal Republic of Germany to have experts recalled if their personal conduct so justifies or their work is not up to the required professional standard; however, it shall consult the appropriate German mission before making such request. The Government of the Federal Republic of Germany after consultation with the Government of India shall have the right to recall experts employed within the framework of this Agreement at any time. In order not to impair the agreed project, it shall replace such recalled as soon as possible.

2. In respect of any damage to a third party caused by an expert in connection with the execution of a task assigned to him under the present Agreement, the Government of India shall be liable in his place. Any claim against the expert shall to that extent be precluded.

3. The Government of India may not assert any claim for compensation against the expert, irrespective of any legal foundation of such claim, except in the case of deliberate intention or gross negligence. The Government of the Federal Republic of Germany shall render all possible administrative assistance to the Indian authorities competent for the enforcement of claims for reimbursement.

#### **Article 6**

The present Agreement shall also apply to Land Berlin, provided that the Government of the Federal Republic of Germany does not make a contrary declaration to the Government of India within three months of the date of entry into force of the present Agreement.

#### **Article 7**

All correspondence relating to matters connected with the implementation of the present Agreement shall be conducted in the English Language.

#### **Article 8**

1. The present Agreement shall enter into force on the date of signature there of and shall remain in force for a period of five years provided that it can be terminated by either party giving three months notice, and provided further that it can be modified by mutual consent

2. After the expiring of the five-year-period mentioned in paragraph (1) above, the present Agreement shall be tacitly extended for successive periods of twelve months unless either of the Contracting Parties denounces it three months prior to the expiry of any such period.

3. The present Agreement shall also be apply to projects agreed upon prior to the entry into force of the Agreement of 28th March, 1966 and within the framework of that Agreement, between the Contracting Parties concerning Technical Co-operation.

4. All projects of technical co-operation already started shall, after the expiration of this Agreement, remain subject to its provisions until the completion of the said projects

DONE at New Delhi on 31st December 1971.

In six originals, two each in Hindi, German and English languages. In the event of difficulties regarding the interpretation of the present Agreement, the English text shall prevail.

**Sd/-**  
**For the Government of the Of India**

**Sd/-**  
**For the Government Federal Republic of  
Germany**