

March 15, 1973

**AGREEMENT BETWEEN THE GOVERNMENT OF INDIA AND THE GOVERNMENT OF
THE KINGDOM OF NORWAY REGARDING DEVELOPMENT OF
FISHERIES IN INDIA**

New Delhi

WHEREAS by virtue of an agreement dated 17th March 1967 between

The Government of the Kingdom of Norway (hereinafter referred to as Norway) and The Government of the Republic of INDIA (hereinafter referred to as India),

The two Governments agreed to collaborate towards the development of fisheries in India;

WHEREAS the said agreement expired on 31st March 1972; and

WHEREAS Norway and India desire to continue their collaboration in order to realize the aims and objects set out in the aforesaid agreement;

NOW THEREFORE, Norway and India

HAVE AGREED as follows :

Article I

OBLIGATION OF NORWAY

1. Norway shall deliver to India machinery, fishing equipment and other articles including shore installations (hereinafter called "the equipment") for the promotion of the fishery industry of India. Norway will for this purpose allocate a sum not exceeding N. Kr. 3 million which shall be spent for the purchase, transport and insurance of the said equipment.
2. Norway shall ensure that such matters as the quantity and type of equipment, the time schedules for the despatch of such equipment and the ports of delivery of each consignment are undertaken in pursuance of the plans of operations as agreed upon between Norway and India.
3. Norway shall notify India of the estimated date of arrival of each consignment of equipment immediately upon despatch of vessel from a Norwegian port and shall also forward shipping documents, invoices and other related information.
4. Norway shall in accordance with standard marine insurance terms and conditions, take out an all inclusive insurance policy for each consignment for any damage or loss to equipment during the transport.

Norway shall bear no responsibility in respect of claims arising from the transport of the equipment not covered by the insurance.

Article II

OBLIGATIONS OF INDIA

1. With respect to the delivery of equipment to an Indian port, India shall :
 - I. notify Norway of the name/names of the import clearance agents to be used by India and of the type of documentation required for customs clearance;
 - II. promptly issue import licences, after receipt of all required documents and particulars and compliance with formalities;
 - III. take all appropriate steps to ensure swift berthing and clearance of vessels and quick and safe reception of cargo;
 - IV. take appropriate measures for storage, and early onward transportation;
 - V. defray all costs and fees, such as customs duties and harbour fees pertaining to the entry of equipment into India, its storage and onward transportation in India;
 - VI. take on its account as consignee with respect to any consignment such demurrage and despatch as may accrue at ports of delivery;
 - VII. take all appropriate measures and institute any proceedings that may be required with regard to claims for loss or damage, whether partial or total, of any consignment of equipment, and Norway will render all assistance therefor.
2. India shall place any proceeds from sales of the equipment to the credit of the General Revenue of the Government of India towards meeting expenditures on development projects and other schemes included in the Five Year Plan.

Article III

IMPLEMENTATION

1. The Norwegian Agency for International Development (NORAD) shall be authorised to represent Norway as to the implementation of this Agreement.
2. The Ministry of Agriculture (the Ministry) shall be authorised to represent India as to the implementation of this Agreement. The Ministry shall notify NORAD if any delegation of functions is made.
3. The Parties shall cooperate fully to ensure the efficient implementation of this Agreement and shall from time to time agree on plans of operation as referred to in Article 1, 2.

Article IV

ENTRY INTO FORCE, TERMINATION

This Agreement shall enter into force on the date of its signature. It shall terminate on the date upon which both Parties have fulfilled all obligations arising from it or on 31st December 1974, whichever is the earlier date.

IN WITNESS WHEREOF, the undersigned, being duly authorised thereto by their respective Governments, have agreed the present Agreement.

DONE in two originals in the English language this 15th day of March 1973 at New Delhi

For the Government of the Republic of India

Sd/-

T P SINGH

Secretary to the Government of India

Ministry of Agriculture

New Delhi

**For the Government of the Kingdom of
Norway**

Sd/-

TORBJORN CHRISTIANSEN

Ambassador Extraordinary and

Plenipotentiary

Royal Norwegian Embassy

New Delhi

EXCHANGE OF LETTERS

T P SINGH

Secretary (Agriculture)

D.O. No. 16-6/72-Fy(B&A)

Government of India

Ministry of Agriculture

(Department of Agriculture)

New Delhi

15th March 1973

Your EXCELLENCY,

I write to acknowledge your letter of 15th March 1973 which reads as follows :

"Referring to the Agreement concerning the Development of Fisheries in India of today's date between the Government of Norway and the Government of India (hereinafter referred to as the Agreement), I have the honour to propose the following :

1. Of the sum mentioned in Article I, 1 of the said agreement, approximately Norwegian Kroner 200.00 shall be set aside for procurement of spare parts and other articles for the maintenance of machinery and installations at the units of the former Indo-Norwegian Project. If necessary, this requirement may be reviewed later.
2. Whenever the Director of the Integrated Fisheries Project desires to import goods of the kind referred to above, he shall send applications to NORAD in that regard, defining the quantity and type of equipment required. Upon approval of such applications, NORAD shall accordingly notify the Director of the above mentioned project and shall as soon as possible forward the approved articles to the Integrated Fisheries Project.
3. The provisions of the said Agreement shall apply correspondingly to all shipments to the Integrated Fisheries Project in accordance with the proceedings sets out in paras 1 and 2 above.

If the foregoing proposal is acceptable to the Government of India, I have the honour to suggest that the present letter, together with your reply to that effect should be regarded as constituting an agreement between our two Governments in that matter."

I confirm that the contents of the above letter are acceptable to the Government of India.

Yours sincerely,

Sd/-

T.P. SINGH

H.E. Mr TORBJORN CHRISTIANSEN

Ambassador

Norwegian Embassy

Kautilya Marg

Chanakyapuri

New Delhi