

# Agreement concerning Institute of Technology

June 07, 1966

## AGREEMENT BETWEEN THE GOVERNMENT OF INDIA AND THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY CONCERNING ESTABLISHMENT OF AN INSTITUTE OF TECHNOLOGY

### New Delhi

IN PURSUANCE of the Agreement of 28th March, 1966 between the Government of the Federal Republic of Germany and the Government of India concerning Technical Co-operation;  
IN MUTUAL recognition of the contributions made under the Agreement of 7 August, 1958 between the Government of the Federal Republic of Germany and the Government of India regarding the Establishment of an Institute of Technology in India;  
MOVED by the desire to continue consolidating the technical co-operation between their two countries;  
INTENDING to promote further development and extension of the Indian Institute of Technology, Madras (hereinafter referred to as "the Institute"), in the fields of engineering, technology, and applied sciences, taking into account the experience of the Federal Republic of Germany in field of technical education;  
HAVE agreed as follows :

### Article 1

1. To the extent possible, the Government of the Federal Republic of Germany shall, at its own expense, provide the following German personnel :
  - I. Teachers, with teaching or industrial experience, who shall be assigned to the laboratories mentioned in Annexes 1 A and 1 B to the present Agreement as professors of technological disciplines for a period of up to 5 years;

- II. Senior scientific assistants for a period of upto 5 years;
- III. Visiting professors (on a short-term basis);
- IV. One lecturer for the German language for a period of up to 5 years;
- V. Foremen for a period of up to 5 years;
- VI. One secretary (female) for the German staff.

2. . The number of persons of various categories and the individuals to be provided will be settled mutually between the two Governments or the agencies designated by them from time to time.

## Article 2

1. The Government of the Federal Republic of Germany shall provide at its own expense, c.i.f. to the port of disembarkation, Madras :
  - I. equipment to complete the laboratories listed in Annex IA to the present Agreement in accordance with the plans prepared under the aforementioned Agreement of 7 August, 1958;
  - II. beyond what is provided in. paragraph 1 above, in accordance with German plans;
  - III. supplementary equipment for the laboratories listed in Annex IA to the present Agreement;
  - IV. equipment for additional laboratories according to Annex 1B to the present Agreement;
  - V. equipment for various laboratory workshops, including an electronic workshop for the maintenance and repair of the electronic appliances of all laboratories;
  - VI. for a period of 5 years from the provisions of the laboratories with equipment, the replacements for the equipment provided by it;
  - VII. books and periodicals for the central library and various Section libraries of the Institute.
2. The details of the equipment and books to be provided shall be settled by the Government of the Federal Republic of Germany in consultation with the Government of India or by the agencies designated by them from time to time.
3. The equipment supplied under this Article shall become the property of the Institute at the time of its installation.
4. The Government of India shall take effective measures to protect the equipment from loss or damage.

## Article 3

1. The Government of India shall bear the running expenses for the operation and maintenance of the Institute. In particular, it shall provide at its expense and in good time
  - I. The necessary land and buildings.  
The Planning of the buildings for the laboratories and workshops fitted with German equipment shall be carried out in consultation with the Government of the Federal Republic of Germany;

- II. sufficient supply of water and electric power;
- III. adequate office equipment, furniture, general non-technical equipment as required ;
- IV. the requisite technical equipment to the extent that it is not provided by the Government of Federal Republic of Germany under the provisions of Article 2 of the present Agreement.

2. The Government of India shall :

- I. ensure the importation of the equipment to be supplied by the Government of the Federal Republic of Germany under Article 2 of the present Agreement by issuing import licences in good time;
- II. provide at its own expense transportation for this equipment from the port of disembarkation to the place of installation. -

3. The Government of India shall at its expense provide the installation material required for the purposes of the Institute and shall at its expense install, test and put into operation the equipment in good time and with due regard to the pertinent safety regulations.

#### Article 4

The Government of India shall provide at its expense :

1. the necessary Indian teachers and technicians; .
2. the necessary local administrative and auxiliary staff including one Indian typist for each laboratory;
3. one draftsman for every German teacher at his request.

#### Article 5

1. I. The Government of the Federal Republic of Germany shall within five years grant up to sixty scholarships to such Indian teachers and technicians as are already working at the Institute or agree to do so on completion of their period of scholarship, preferably in the laboratories and workshops of the Institute established with the assistance of the Government of the Federal Republic of Germany. The period for which the scholarship will be granted in each individual case shall be specifically determined by mutual consultation between the Contracting Parties or agencies designated by them. The Scholarship shall cover the cost of passage both ways and will provide for an appropriate maintenance allowance and other expenses in the Federal Republic of Germany.
- II. The Institute shall select suitable candidates and forward their particulars to the Government of the Federal Republic of Germany or the agencies designated by it. For this purpose, a selection committee shall be appointed which will consists of both Indian and German representatives.

2.
  - I. Applicants possessing the Degree of Master of Technology or Engineering may specialise in their particular subjects at a University in the Federal Republic of Germany. Their programme of studies shall be settled by mutual consultation between the two Contracting Parties or the agencies or persons designated by them.
  - II. Senior Indian teachers at the Institute may take short term visits to the Federal Republic of Germany for purposes to be specified in each individual case.
  - III. Technicians occupying senior positions in the laboratories or workshops of the Institute and preferably those established with the assistance of the Government of the Federal Republic of Germany, may receive advanced specialised training in the Federal Republic of Germany.
3. The grantees shall give to the Government of India an undertaking prior to their departure for the Federal Republic of Germany that they will continue to work or take up employment at the Institute, as the case may be, for at least three years immediately after completion of their training in the Federal Republic of Germany. The Government of India shall take suitable measures to ensure that this obligation is fulfilled.
4. In the case of unsatisfactory progress or disorderly conduct of the grantee, the Government of the Federal Republic of Germany shall inform the Government of India which shall thereupon recall the Indian national in question without delay.

#### **Article 6**

The Government of India and the Government of Federal Republic of Germany shall promote by appropriate measures, cooperation between the Institute and German Institutions of higher learning with a view to creating close links between them.

#### **Article 7**

1. For the purpose of implementation of the present Agreement the Government of the Federal Republic of Germany may depute a special representative whose task shall be to maintain liaison between the Institute and the Government of the Federal Republic of Germany and the agencies designated by it.
2. The special representative shall be entitled to deal with the Government of India and the Institute in all matters concerning the implementation of the present Agreement.

#### **Article 8**

1.
  - I. The German teachers shall be placed in charge of the laboratories of their representative specialisations. They shall direct the scientific work and the technical operation of the laboratories and the workshops attached to them. They shall be responsible to the Head of the Department concerned with their respective laboratories.
  - II. One of the German teachers shall be placed in charge of the practical training of the students in the central workshop and shall be responsible to the Head of the Department concerned. The

German Foremen shall be placed in charge of the appropriate workshops of the central workshop or laboratory workshops as the case may be.

2. The Government of India shall ensure that the laboratories and workshops equipped with German assistance and at present under the management of German personnel will within reasonable time be taken over by qualified Indian personnel. To achieve this, the prospective Indian personnel will be appointed well in time to assure the continuity of operations at the Institute. The German personnel may submit to the Institute proposals in this behalf.
3. The Institute shall make available the necessary Indian staff to assist the German teachers and technicians. To the extent possible, the Institute will arrange for the participation of the German teachers and technicians in the work of the selection committees for appointment of such staff.

## Article 9

1. The German teachers and technicians shall be required to undertake only such work as is connected with their functions at the Institute.
2. The German teachers and technicians shall be enabled to attend meetings which are of interest to the Institute, specially meetings of experts, congresses and symposia held in India. Subject to the exigencies of work at the Institute, the German teachers shall be permitted to participate in such meetings held abroad provided that the Government of India is not called upon to bear the expenditure involved.
3. With the approval of the Institute authorities, the German teachers may make applications to the Deutsche Forschungsgemeinschaft for supporting research projects at the Institute.

## Article 10

1. The Government of India shall ensure that the dwellings provided to German personnel are adequately supplied with electricity for lighting and power and water. It shall maintain the said dwellings.
2. The Government of India shall ensure that the Institute provides assistance for the installation and maintenance of such electric household appliances and air-conditioners used by the German teachers and technicians as may be connected with the installations available at the Institute. The costs for such services rendered shall be borne by the German teachers and technicians.
3. For the period during which living accommodation is not provided, as under paragraph 1 above, the Government of India shall pay to the German teachers and technicians Rs. 25 per day by way of contribution towards rent.

## Article 11

In all other respects the provision contained in the general agreement of 28th March, 1966 mentioned above shall apply.

**Article 12**

The present Agreement shall enter into force on the date of signature thereof and shall terminate on the expiry of five years. 2.It may be denounced in writing by either Contracting Party not later than six months before the end of the Institute's academic session. DONE at New Delhi on 11th June, 1966 in six originals, two each in German, Hindi and English. In the event of difficulties regarding interpretation of present Agreement the English text shall prevail.

Sd /-

G.K. CHANDIRAMANI

For the Government of India.

Sd /-

BARON D. VON MIRBACH

For the Government of the Federal Republic of Germany,

**ANNEX I**

THE AGREEMENT BETWEEN THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY AND THE GOVERNMENT OF INDIA REGARDING FURTHER COLLABORATION IN RESPECT OF THE INDIAN INSTITUTE OF TECHNOLOGY IN MADRAS

**A**

RA-Applied Mathematics

RB-Turbo-Machinery

RC-Physics

RD-Gear - and linkage models

RE-Steam engines and boilers

RF-Metallurgy

RG-Metaljoints

RHH -Process engineering

RI-Internal combustion engines

RK-Hot and Cold Working of Metals

RM-Thermodynamics and Combustion Engineering

RN-Electric Communication High frequency technology

RP-Fluid mechanics

RR-Fundamentals of electric engineering

RS-Electric machines

RT-Electric power engineering

RU-Metrology

RV-Machine tools

RW-Fine Technics Instrument Technology

RX-Machine dynamics, Vibration

**B**

RZ - Machine elements, mechanical handling

RCE - New physical laboratory

RCH - Chemistry

CRA - Hydraulics

CRB - Structures

Comments