

September 27, 1966

**AGREEMENT BETWEEN THE GOVERNMENT OF INDIA AND THE GOVERNMENT OF SWITZERLAND ON  
TECHNICAL AND SCIENTIFIC CO-OPERATION**

**New Delhi**

The Swiss Federal Council and the Government of India,  
WISHING to strengthen the ties of friendship existing between their  
two countries and with a view to developing their technical cooperation,  
HAVE agreed as follows :

**Article 1**

The Swiss Government and the Government of India pledge themselves to promote as far as possible the technical cooperation between the two countries in the fields of technology and science.

**Article 2**

The provisions of the present Agreement apply to all projects of technical cooperation which are or will be the object of the agreement between the two Governments.

**Article 3**

In the frame of their national legislation and in accordance with International Law and practice in use, the two Governments shall, by mutual agreement, establish programmes covering specified projects of technical cooperation.

**Article 4**

On receipt of requests from the Government of India, the Swiss Government will examine the possibility of sending experts and collaborators to India to aid the country in its development programme.

## **Article 5**

The Swiss Government will, within the frame of its possibilities, grant scholarships for studies, and professional or technical training to candidates sponsored by the Government of India. The Government of India on their part will endeavour to employ the trained personnel after their return to India in posts which will enable them to make full use of the proficiency gained in Switzerland.

## **Article 6**

The projects of technical cooperation and their implementation will be the object of agreements to be concluded by the Delegate of the Swiss Federal Council for Technical Cooperation, on the Swiss side, and a representative of the Government of India.

## **Article 7**

In the framework of technical cooperation projects each party will bear a reasonable part of the expenses incurred, whereby, as a general rule, expenses in Indian currency will be paid by the Government of India.

The two Governments agree :

### 1. On the Swiss side :

- I. to pay the salaries and the insurance premiums of the staff provided by the Swiss Government;
- II. to bear the travel expenses of the Swiss 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 Switzerland, as well as the return fare from Switzerland to India of Indian citizens who are sponsored by the Government of India and accepted by the Swiss Government within the frame of technical cooperation. The question as to who bears the fare to Switzerland will be decided, if necessary, by the competent authorities of the Government of India and the Swiss Government.

### 2. On the Indian side :

- I. to pay the salaries of the Indian counterpart personnel;
- II. to provide material and equipment which can be obtained from the indigenous sources;
- III. to provide office accommodation and services of Indian personnel for secretariat and interpretation purposes, where possible.
- IV. to bear travel expenses and pay per diem allowances for official journeys and tours within India in respect of the Swiss Experts as admissible to Grade I Officers of the Government of India;
- V. 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;
- VI. to pay the salaries of beneficiaries of scholarships and trainees invited to Switzerland, within the framework of the technical cooperation, to their families, should the occasion arise.

## Article 8

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

## Article 9

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

1. free accommodation suitable for families, 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 Swiss 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 Swiss Government;
3. duty free concessions available under the Passengers' (Non-tourist) Baggage Rules and the Transfer of Residence Rules in respect of these Swiss Experts whose stay in India is to last at least 12 months;
4. duty free import of the following personal and household effects brought by the Swiss 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 Swiss Experts leave India on completion of their assignments. If any of these articles are to be sold or disposed of in India, the Swiss 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;

5. duty free import of consumer articles upto the following monetary ceilings :
  - I. Rs. 3,000-per year If the expert is single and
  - II. Rs. 5,000-per year in the case of those experts who are accompanied by families (irrespective of the number of children).These imports will be permitted subject to such conditions as may be prescribed by the Government of India.

6. free medical attendance on the same scale as is admissible to Grade I Officers of the Government of India;
7. the necessary entry and exit visas requested by the Swiss authorities or their representatives in India for the experts and members of their families free of charge;
8. identity certificate which will ensure the assistance of Indian authorities for the Swiss Experts in the accomplishment of their tasks.

#### **Article 10**

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

#### **Article 11**

The representatives of the two Governments will meet periodically in order to analyse the results obtained in the implementation of the projects of cooperation which are the object of the present Agreement.

#### **Article 12**

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.

DONE at New Delhi on 27th September, 1966 in six original copies in Hindi, French and English languages, all the texts being equally authentic. In case of dispute, the English text shall prevail.

For the Swiss Federal Council

Sd /-

ETTIENNE SERRA

For the Government of India

Sd /-

S.G. RAMACHANDRAN