

December 06, 1972

**AGREEMENT BETWEEN THE GOVERNMENT OF INDIA AND
THE GOVERNMENT OF THE KINGDOM OF NORWAY ON TECHNICAL CO-OPERATION**

New Delhi

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

DESIRING to continue their technical cooperation and thereby to strengthen the friendly relations existing between Norway and India

HAVE AGREED as follows:

Article I

The Government of Norway shall within the framework of the present Agreement grant technical assistance to the Government of India on the basis of equal partnership. The Government of Norway shall :

1. In response to requests from the Government of India provide expert personnel, hereinafter called "experts", and supply such articles of equipment as may be required for these personnel;
2. Pay the salaries and insurance premia for the experts;
3. Bear the travel expenses of the experts to and from India;
4. Grant fellowships for professional or technical training in Norway to personnel sponsored by the Government of India and approved by the Government of Norway for fellowships according to the

regulations in force from time to time for the Norwegian fellowship programme.

Article II

The Government of India shall

1. provide to the experts office accommodation and services of Indian personnel for secretarial and interpretation purposes, where possible;
2. Bear travel expenses and pay per diem allowance for official journey and tours within India in respect of the experts as admissible to Grade I officers of the Government of India;
3. permit each expert to take leave during his service in India according to the Government of Norway's staff regulations concerning personnel serving abroad.

Article III

The Government of India shall establish procedures whereby the Government of Norway will not have to bear taxes, duties and other fiscal charges normally imposed in India on equipments brought into India by the latter in connection with activities under the present Agreement.

Article IV

The Government of India shall grant the following privileges to the experts assigned to duties in India under the present Agreement :

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. 25.00 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 the experts at his headquarters in India, it will continue to be paid to him while on tour, sick leave or ordinary leave;
2. free medical attendance on the same scale as is admissible for Grade I officers of the Government of India;
3. the necessary entry and exit visas requested by the Government of Norway or their representatives in India for the experts and members of their families free of charge;
4. identify certificates which will ensure the assistance of Indian authorities for the experts in the accomplishment of their tasks;
5. immunity from national service obligations;
6. the same privileges in respect of exchange facilities as are accorded to the officials of comparable rank forming part of diplomatic missions to India;
7. together with their spouses and dependents repatriation facilities in time of international crisis;
8. in the event of arrest or detention of an expert, his spouse or dependents, or of criminal proceedings being instituted against them, the Embassy of Norway in New Delhi shall be notified without delay;

I. tax and duty rights of the experts as defined in Annex to this Agreement.

Article V

1. The Government of India shall have the right to request the recall of any expert whose work or conduct is unsatisfactory. Before exercising this right the Government of India shall consult with the Government of Norway.
2. The Government of Norway shall have the right to recall any expert at any time. before exercising this right, the Government of Norway shall unless exceptional circumstances warrant otherwise, consult with the Government of India. In any case of recall, the Government of Norway will make every effort to obtain a replacement for the recalled expert if the Government of India so requests.

Article VI

If, in pursuance of or in connection with his duties carried out under the present Agreement, an expert causes damage to a third party, the Government of India will be liable for this damage in his place. The Government of India shall be entitled to a refund from the expert of the compensation paid by it, if the expert has acted with premeditation or gross negligence. The Government of Norway shall render all possible administrative assistance to the Government of India for the enforcement of claims for reimbursement.

Article VII

1. The Norwegian Agency for International Development (NORAD) shall be competent to represent the Government of Norway for the implementation of the present Agreement. The Ministry of Finance, Department of Economic Affairs shall be competent to represent the Government of India for the implementation of the present Agreement.
2. The representatives of the two governments will meet periodically in order to analyse the results of the activities undertaken in accordance with the present Agreement.

Article VIII

1. The present Agreement shall be provisionally applied from October 19, 1972 and shall enter into force when the two governments have notified each other that the Agreement has been approved in conformity with their Constitutional requirements.
2. The present Agreement shall remain in force until 31st March 1977.
3. The present Agreement may be terminated at any time by either government by giving six month's notice in writing to the other government.

IN WITNESS WHEREOF, the undersigned, being duly authorized hereto by their respective Governments, have signed the present Agreement.

DONE in New Delhi in two originals on the 6th day of December, 1972 in the English language.

Sd/-
J R HIREMATH
For the Government of the Republic of India

Sd/-
R K ANDRESEN
For the Government of the Kingdom of
Norway

ANNEX

The Government of India shall accord to the experts :

1. exemption from the Indian income-tax on the salaries and allowances paid to the experts by the Norwegian Government,
2. duty free concessions available under the Passenger's (non-tourist) Baggage Rules and under the Transfer of Residence Rules in respect of those experts whose stay in India is to last at least 12 months,
3. duty free import of the following personal and household effects brought by the experts provided they have not been imported under the Passenger's (non-tourist) Baggage Rules or the Transfer of Residence Rules :
 - I. one personal motor car 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 appliances and accessories
 - VI. professional equipment and gadgets,

on the condition that these articles shall be re-exported when the experts leave India on completion of their assignments. If any of these articles are to be sold or disposed of in India, the 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 custom duties as required by the applicable regulations,

4. if the serviceability of these articles or parts thereof is substantially affected, 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,
5. duty free import of consumer articles upto the following monetary ceilings :
 - Rs. 4500 per year if the expert is single.
 - Rs. 7500 per year if the expert is accompanied by family (irrespective of the number of children).

Should an expert stay less than a year in India, the aforementioned amounts shall be recalculated. These imports shall be permitted subject to such conditions as maybe prescribed by the Government of India.

EXCHANGE OF LETTERS
J.R. HIREMATH
Joint Secretary
MINISTRY OF FINANCE
DEPARTMENT OF ECONOMIC AFFAIRS
New Delhi, 6th December 1972

Dear Mr CHRISTIANSEN,

I write to acknowledge receipt of your letter of 6th December 1972 reading as follows :

"Referring to Article 1(d) of the Agreement on Technical Cooperation between the Government of the Kingdom of Norway and the Government of the Republic of India, signed on 6th December 1972. The Government of the Kingdom of Norway will cover :

1. Travel expenses between India and Norway,
2. Internal travel expenses in Norway in connection with the training programmes of the personnel,
3. living expenses, social insurance fees and other allowances in Norway for personnel sponsored by the Government of India and accepted by the Norwegian Agency for International Development as outlined in the latter's annual announcements of fellowships.

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

Yours sincerely,

Sd/-
J R HIREMATH
HIS EXCELLENCY
Mr Torbjorn Christiansen
Ambassador of Norway
New Delhi

J.R. HIREMATH
Joint Secretary
MINISTRY OF FINANCE
DEPARTMENT OF ECONOMIC AFFAIRS
New Delhi, 6th December 1972

Dear Mr CHRISTIANSEN,

I write to acknowledge receipt of your letter of 6th December 1972 reading as follows :

"I have the honour to refer to Article 1(a) of the Agreement on Technical Cooperation between the Government of the Kingdom of Norway and the Government of the Republic of India, signed on 6th

December 1972 stating inter alia that Norwegian expert personnel shall be provided by the Government of Norway in response to request from the Government of India.

It is the understanding of my Government that the Government of India shall provide personal as counterparts wherever considered necessary in order to ensure that the Norwegian experts will be replaced by qualified Indian nationals after a reasonable period of time.

Kindly confirm that the Government of India is in Agreement with the above.”

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

Yours sincerely,

Sd/-

J R HIREMATH

HIS EXCELLENCY

Mr Torbjorn Christiansen

Ambassador of Norway

New Delhi