

No. 1987

**INTERNATIONAL CIVIL AVIATION
ORGANIZATION
and
INDIA**

**Agreement for the provision of technical assistance (with
annex). Signed at Montreal, on 29 April 1952**

Official text: English.

Registered by the International Civil Aviation Organization on 12 December 1952.

**ORGANISATION DE L'AVIATION
CIVILE INTERNATIONALE
et
INDE**

**Accord relatif à la fourniture d'une assistance technique
(avec annexe). Signé à Montréal, le 29 avril 1952**

Texte officiel anglais.

Enregistré par l'Organisation de l'aviation civile internationale le 12 décembre 1952.

No. 1987. AGREEMENT¹ BETWEEN THE INTERNATIONAL CIVIL AVIATION ORGANIZATION AND THE GOVERNMENT OF INDIA FOR THE PROVISION OF TECHNICAL ASSISTANCE. SIGNED AT MONTREAL, ON 29 APRIL 1952

The International Civil Aviation Organization (hereinafter referred to as "the Organization") and the Government of India (hereinafter referred to as "the Government"),

Considering the recommendations of the Economic and Social Council of the United Nations made in its resolution number 222 (IX) of 15 August 1949;² and

Desiring to give effect to the resolutions respectively of the General Assembly of the United Nations and of the International Civil Aviation Organization Assembly on an expanded programme of technical assistance for economic development of under-developed countries, which approved the observations and guiding principles set out in Annex 1³ to part "A" of that resolution, and the arrangements made by the Council for the administration of the programme;

Considering further that the Organization and the Government desire that their mutual responsibilities shall be fulfilled in a spirit of friendly cooperation;

Have agreed as follows :

Article I

(a) The Organization shall, subject to the provisions of the present Agreement and, so far as relevant, in accordance with the "Observations on and Guiding Principles of an Expanded Programme of Technical Assistance for Economic Development," set out in Annex I to Part "A" of Resolution 222 (IX) of the Economic and Social Council of the United Nations (a copy of which annex is attached hereto),³ render such technical assistance to the Government as is set out in Article III below and in such supplementary agreements or arrangements as may be made between the Organization and the Government from time to time.

(b) The Organization shall consult with the Government in connection with the appointment of any experts under the present Agreement.

¹ Came into force on 29 April 1952, upon signature, in accordance with article VII (a).

² United Nations document E/1553.

³ United Nations, *Treaty Series*, Vol. 76, p. 132.

(c) Such experts shall be responsible to, and under the supervision and direction of the Organization.

(d) Such experts shall, in the course of their work, make every effort to instruct any technical staff of the Government who may be associated with them, in the methods, techniques and practices of that work and in the principles upon which these are based, and the Government shall, wherever practicable, attach technical staff to the experts for this purpose.

(e) The Government shall take all practicable measures to facilitate the activities of the Organization, and to assist the personnel in obtaining such services and facilities as may be required to carry out these activities.

(f) The Organization shall, in connection with any fellowship or scholarships awarded to nominees of the Government, provide such fellowships and scholarships in accordance with the administrative and other arrangements which have been drawn up by the Organization for its programme.

(g) The Organization shall, with respect to any technical equipment or supplies which may be furnished by it under this Agreement, retain title thereto until such time as title may be transferred on terms and conditions to be agreed upon between the Organization and the Government.

(h) The Organization may, as part of the technical assistance furnished under this Agreement, make arrangements for the carrying out of laboratory or other tests, experiments or research, outside of the country.

(i) The Organization and the technical assistance personnel shall be allowed to convert other currencies into Indian currency at the most favourable legal rate of exchange prevailing at the time of the conversion, as long as such conversion be made in carrying out the functions provided for in this Agreement. This benefit shall apply also to the conversion of any part of the salaries of the technical assistance personnel.

Article II

Any act (the word "act" for the purpose of this Article is also deemed to include the word "omission") performed by the Organization, its experts or other agents or employees in pursuance of the terms of the Agreement is for the exclusive benefit of the Government and in recognition of all such acts being performed for the exclusive benefit of the Government, the Government hereby undertakes to bear all risks connected with the performance of any such acts. Without restricting the generality of the preceding sentence the Government hereby indemnifies and holds harmless the Organization and its agents and employees in respect of any and all claims for damages, for death or personal injury or for damages to property both real and personal or for damages for any other reason whatsoever which any entity at any time may have or bring against the Organization or its agents or employees in respect of acts performed by them in pursuance of the terms of this Agreement.

Article III

The Organization shall provide, as soon hereafter as practicable, and subject to the provisions of this Agreement, the services of experts, to advise the Government as set forth in Annex I to this Agreement and such other annexes as may be agreed from time to time.

In the performance of their duties, the experts shall work in close consultation and full cooperation with the competent agencies and officials of the Government and with any associated authorities charged with development projects in the country. They will keep the Organization informed of development plans, proposals and demands, as well as of the progress of any projects undertaken and technical assistance activities pursued in the country.

Article IV

The Government shall, in receiving such technical assistance comply, where applicable, with those provisions of Annex I to Part " A " of the Economic and Social Council Resolution No. 222 (IX) which are set out under the heading of " Participation of Requesting Governments ".

Article V

(a) The Organization shall in respect of the technical assistance provided under this Agreement, defray the following costs :

- (i) the salaries of the experts;
- (ii) subsistence and travel of the experts from their place of recruitment to the place of entry into the country as well as displacement allowance, where applicable;
- (iii) any other necessary travel expenses of the experts outside of the country;
- (iv) insurance of the experts;
- (v) purchase and transportation to the place of entry into the country of any equipment or supplies which may be provided by the Organization for the implementation of any technical assistance;
- (vi) any other expenses incurred outside the country and necessary for the provision of technical assistance.

(b) The Government will assume responsibility for the provision of the following :

- (i) lodging, medical care and hospitalisation of the experts and those immediate dependents who may accompany them while in the country;

- (ii) for days of travel *on duty* within the country involving absences from normal living quarters, a full subsistence allowance for the experts of Rs. 55/- per day;
- (iii) local personnel services, technical and administrative including the necessary local secretarial help, interpreter-translators and related assistance;
- (iv) appropriate offices with facilities, supplies, equipment and other materials needed by the experts for their work, as well as postal, telegraph and telephone communications;
- (v) transportation of personnel, supplies and equipment for official purposes within the country.

(c) For the purpose of meeting the expenses payable by it, the Government may establish a local currency fund or funds in such amounts and under such procedures as may be mutually agreed upon. Where the Organization has the custody of such a fund, account shall be duly rendered and any unused balance shall be returned to the Government.

(d) In appropriate cases, the Government shall also provide such land, labour, equipment, or property as may be required, to be determined as the need arises, in agreement with the Organization concerned.

Article VI

The Government shall, irrespective of whether it may or may not have acceded to the Convention on the Privileges and Immunities of the Specialized Agencies,¹ issue any necessary administrative instructions according to the Organization, its personnel, property and assets in the country all the privileges and immunities which are normally accorded under the provisions of this Convention.

Article VII

(a) This Agreement shall enter into force upon signature.

(b) This Agreement shall be modified by agreement between the Organization and the Government, each of which shall give full and sympathetic consideration to any request by the other for such modification.

(c) This Agreement may be terminated by either the Organization or the Government upon written notice to the other, and shall terminate sixty days after receipt of such notice.

¹ United Nations, *Treaty Series*, Vol. 33, p. 261; Vol. 43, p. 342; Vol. 46, p. 355; Vol. 51, p. 330; Vol. 71, p. 316; Vol. 76, p. 274; Vol. 79, p. 326; Vol. 81, p. 332; Vol. 84, p. 412; Vol. 88, p. 466; Vol. 90, p. 323; Vol. 91, p. 376; Vol. 92, p. 400; Vol. 96, p. 322; Vol. 101, p. 288; Vol. 102, p. 322; Vol. 109, p. 319; Vol. 110, p. 314; Vol. 117, p. 386; Vol. 122, p. 335; Vol. 127, p. 328; Vol. 131, p. 309, and Vol. 136, p. 386.

IN WITNESS WHEREOF the undersigned, duly appointed representatives of the Organization and the Government respectively, have on behalf of the Parties, signed the present Agreement at Montreal this twenty-ninth day of April 1952, in the English language in two copies.

For the International Civil Aviation Organization :
Edward WARNER
President of the Council

For the Government of India :
M. G. PRADHAN
Representative of India to the
International Civil Aviation Organization

A N N E X

TO THE AGREEMENT CONCLUDED BETWEEN THE INTERNATIONAL CIVIL AVIATION ORGANIZATION AND THE GOVERNMENT OF INDIA

Pursuant to Article III of the Agreement concluded between the International Civil Aviation Organization and the Government of India for the provision of Technical Assistance, the Organization undertakes to provide technical assistance as follows :

EXPERTS

- 1) *One aeronautical inspection expert* to advise on the organization of aeronautical inspection, research and development.
Duration of stay: 3 to 6 months.
- 2) *One expert on air lines cost accounting* to advise on the introduction of a common system of operational and financial statistics by air lines and on air transport costing.

Duration of stay: 6 months approximately.

- 3) *One training expert* to advise on training of flying and ground personnel.

Duration of stay: 6 months approximately.

- 4) *One aeronautical communications expert* to advise on the organization and equipment in the field of aeronautical communications.

Duration of stay: 6 months.

For the International Civil Aviation Organization :
Edward WARNER

For the Government of India :
M. G. PRADHAN