No. 3146

SWEDEN and PAKISTAN

Agreement (with exchange of letters) for technical assistance in the field of vocational training. Signed at Karachi, on 4 June 1955

Official text: English.

Registered by Sweden on 3 February 1956.

SUÈDE et PAKISTAN

Accord (avec échange de lettres) relatif à l'assistance technique dans le domaine de la formation professionnelle. Signé à Karachi, le 4 juin 1955

Texte officiel anglais.

Enregistré par la Suède le 3 février 1956.

No. 3146. AGREEMENT¹ BETWEEN THE ROYAL SWEDISH GOVERNMENT AND THE GOVERNMENT OF PAKISTAN FOR TECHNICAL ASSISTANCE IN THE FIELD OF VOCATIONAL TRAINING. SIGNED AT KARACHI, ON 4 JUNE 1955

The Royal Swedish Government and the Government of Pakistan have agreed as follows:

Article I

- 1. There shall be established, in the Landhi area near Karachi, the Swedish-Pakistani Institute of Technology, hereafter called "the Institute", under joint Pakistani and Swedish direction.
- 2. (i) The objectives of the Institute shall be to further the development of small-scale industry in Pakistan by training future foremen, instructors and small-scale entrepreneurs in selected fields of importance.

(ii) The Institute shall consist of a number of divisions working along

pedagogical and commercial lines.

- (iii) In order to achieve the said objectives the trainees shall be given adequate technical and managerial training and knowledge of productive economics.
- (iv) The Institute shall also, within the scope of its activities and in so far as possible, render consultative and advisory services to existing units and to units which may have been set up as a result of the training programme, and may also arrange short courses for craftsmen and small entrepreneurs already engaged in production in the fields covered by the project.
- 3. The activities of the Institute, as well as any other activities developed under this Agreement, shall be coordinated with the regular educational and technical training programme of the Government of Pakistan, and shall not conflict with any other agreements for technical cooperation entered into by the Government of Pakistan.

Article II

- 1. For the purposes stated in Article I, the Royal Swedish Government undertakes to provide the following personnel:
 - (a) One Director of the Institute,

¹ Came into force on 4 June 1955, upon signature, in accordance with article XI.

- (b) Two qualified instructors for the Carpentry Division,
- (c) Three qualified instructors for the Tailoring Division,
- (d) Two qualified mechanics,
- (e) One qualified secretary.
- 2. The Director of the Institute shall take up his duties within ten weeks from the day when this Agreement has come into force; the personnel mentioned under 1 (b) and (c) shall take up their duties within ten weeks after admission of qualified students in classes in which they are to give instruction; and the personnel mentioned under 1 (d) and (e) shall take up their duties within ten weeks after the establishment of buildings and provision of equipment by the Government of Pakistan: provided, that the Director of the Institute may, for an initial period of not more than three months, perform his duties in Sweden, in so far as this is deemed necessary by the Swedish Government for the provision of such equipment as is mentioned in Article III.
- 3. The personnel mentioned in this Article shall be provided until the expiration of this Agreement; provided however, that the Special Representatives mentioned in Article XVI shall have power to modify, by mutual consent, the terms of service and to replace posts mentioned here with other posts which they may find, on consideration, to be more necessary for the proper working of the Institute.
- 4. The Royal Swedish Government shall be responsible, in respect of all personnel provided under this Article, for salaries and related emoluments; cost of travel, when first taking up their duties, to Karachi and back on the termination of their assignment; and travel *per diem* when travelling within Pakistan on the business of the Institute.

Article III

The Royal Swedish Government further undertakes to provide:

- (a) Equipment, up to a cost not exceeding 205.000 Swedish Kronor, for the Carpentry Division,
- (b) Equipment, up to a cost not exceeding 200.000 Swedish Kronor, for the Tailoring Division,
 - (c) Necessary equipment for the administrative offices of the Institute,
 - (d) One motor-car for the use of the Institute,
- (e) An amount of 60.000 Swedish Kronor annually to be placed at the disposal of the Board of Governors of the Institute to cover part of the internal expenditure for construction work, drainage, electrification or purchases of raw materials required for the operation of the Institute.

Article IV

The Royal Swedish Government also undertakes to provide a total of not more than five scholarships, each of 7.000 Swedish Kronor or such other sum as may be agreed upon between the Special Representatives, including transportation from Karachi to Sweden and back again to Karachi, in order to enable locally recruited Institute personnel to study vocational education in Sweden.

Article V

- 1. The Government of Pakistan undertakes to provide the following personnel:
 - (a) One assistant Director of the Institute,
- (b) Necessary additional instructors for the teaching activities of the Institute, over and above those provided by the Royal Swedish Government in accordance with Article II,
- (c) Necessary assistants and auxiliary personnel for the Institute, including a driver for the motor-car provided under Article III (d).
- 2. The Assistant Director shall take up his duties within one month after the arrival in the field of the Director. The other personnel mentioned in this Article shall take up their duties at times mutually agreed upon between the two Special Representatives mentioned in Article XVI.
- 3. The Government of Pakistan shall be responsible, in respect of all personnel provided under this Article, for salaries and related emoluments, as well as for the cost of travel and *per diem* when travelling on the business of the Institute.

Article VI

The Government of Pakistan further undertakes to provide:

- (a) Suitable site, buildings and premises for the Institute; the buildings being provided with adequate electrical and water installations, as well as an adequate number of telephones;
- (b) Necessary furniture and equipment for the Institute, over and above that provided by the Royal Swedish Government in accordance with Article III (a), (b) and (c);
- (c) Necessary maintenance of the buildings and of all equipment of the Institute, including the motor-car provided under Article III;
- (d) Funds for necessary current expenditure of the Institute, including fuel, etc., for the motor-car provided under Article III (d);
- (e) Suitable and suitably furnished lodgings, or, until these can be provided, a lodging allowance in accordance with that applicable to United Nations

personnel, for the Swedish personnel of the Institute provided in accordance with Article II; the lodgings being equipped with adequate electrical, sanitary and water installations and in the case of the Director, a telephone;

- (f) Necessary transportation for the Swedish personnel of the Institute provided in accordance with Article II when travelling within Pakistan on the business of the Institute;
 - (g) Maintenance costs for the students of the Institute, where necessary;
- (h) Any other facilities necessary for the carrying out of this Agreement, to be mutually agreed upon between the Special Representatives mentioned in Article XVI.

Article VII

The Special Representative of the Royal Swedish Government mentioned in Article XVI may after consultation with the Special Representative of the Government of Pakistan make or cause to be made, at the expense of his Government, such further arrangements on the site and the premises as he deems necessary with regard to certain social welfare activities, or otherwise.

Article VIII

The instruction given in the Institute shall be in the English language.

Article IX

The Government of Sweden shall not be liable for payment of any customs or import duties or other taxes on the materials and equipment which are brought into Pakistan for the specific purposes of implementing any programme or project developed under this Agreement. Likewise, no currency or foreign exchange controls shall be imposed on funds brought into Pakistan by the Government of Sweden for the purposes of this Agreement through any authorized dealer.

Article X

All duly approved Swedish personnel employed by the Institute shall be exempt in Pakistan from Pakistan income tax, and shall, upon first arrival, be exempt from the payment of customs and import duties on personal effects, including household goods and one car for each person, provided that the duties would become payable if any dutiable article after entry is sold or otherwise disposed of in Pakistan.

Article XI

This Agreement shall enter into effect as from the date of signature, and shall remain in effect until 30th June, 1956.

Article XII

This Agreement is automatically extended for one year at a time up to a period of five years, unless terminated in accordance with the provisions of Article XIII. It may be prolonged beyond the period of five years by agreement between the two Governments. It may also at any time be amended by such agreement.

Article XIII

This Agreement may be terminated by either Government by the giving of not less than six months notice in writing to that effect.

Article XIV

The Contracting Parties recognize the desirability of extending the activities of the Institute beyond those envisaged in this Agreement, especially by the creation of further Divisions of the Institute and by the establishment of production units collaborating with the Institute. Such extensions may take place on the basis of specific project agreements or arrangements which may remain in force beyond the termination of this Agreement in accordance with such arrangements as may be agreed upon between the two Governments.

Article XV

All property, materials and equipment acquired or employed in Pakistan for the development of projects under this Agreement shall become and remain the property of the Government of Pakistan.

Article XVI

(a) Each one of the two Governments shall appoint, immediately on the signing of this Agreement, a Special Representative with full power to carry out the provisions of the Agreement. The Resident Representative to Pakistan of the United Nations Technical Assistance Board may be invited to be present, in an advisory capacity, at meetings of the Special Representatives. Any difference of opinion between the Special Representatives shall be settled by an exchange of views between the Governments.

(b) The Institute shall be under the direction of a Board of Governors, consisting of the two Special Representatives mentioned under (a), the Resident Representative to Pakistan of the United Nations Technical Assistance Board, the Director and the Assistant Director of the Institute and two nominees of the Government of Pakistan. The secretary of the Board will be the Assistant Director.

Article XVII

The Royal Swedish Government will open an account on the signing of this Agreement to meet the current expenditure of the Institute to be covered according to the foregoing Articles by the Royal Swedish Government. Any sums remaining in the said account at the termination of this Agreement will be repaid to the Royal Swedish Government unless other arrangements have been agreed upon between the two Governments.

DONE at Karachi, in duplicate, this 4th day of June, 1955.

For the Royal
Swedish Government:
R. BAGGE
Envoy Extraordinary
and Minister Plenipotentiary
for Sweden

For the Government
of Pakistan:
SAID HASAN
Secretary to the Government
of Pakistan,
Ministry of Economic Affairs

EXCHANGE OF LETTERS

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Karachi, 4th June, 1955

Sir,

I have the honour to refer to the Agreement between the Royal Swedish Government and the Government of Pakistan for Technical Assistance in the Field of Vocational Training¹ signed in Karachi to-day, and to confirm that, in the course of the negotiations which preceded the signing of this Agreement, it was understood that the facilities extended in Article IX to the Government of Sweden shall apply equally to the Central Committee for technical assistance to less developed areas as acting on behalf of the Swedish Government for the purposes of the Agreement. It is also assumed that under Article IX equipment for the Institute may be shipped by private Swedish or foreign firms as sender direct to the Institute as adressee.

¹ See p. 122 of this volume.

It was also agreed that with regard to the Swedish staff, biographical data should be submitted to you through the Royal Swedish Legation in Karachi as well as through the Pakistan Legation in Stockholm and that a time-limit of one month from the day of submission to the Ministry of Economic Affairs by the Royal Swedish Legation should be set for your clearance of the same. If, however, no comments on these data have been offered by you within the said time-limit to the Royal Swedish Legation in Karachi the person in question shall be considered cleared with you.

I should be grateful if you would be so good as to confirm the understanding reached in the course of the negotiations as set forth above, in which case I would suggest that this Note and your reply thereto be regarded as constituting an Agreement between our two Governments on the points covered.

Accept, Sir, the renewed assurances of my highest consideration.

R. BAGGE

Said Hasan, Esq. Secretary Ministry of Economic Affairs Karachi

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Karachi, the 4th June, 1955

Excellency,

I have the honour to refer to your Excellency's Note dated 4th June 1955 in relation to the Agreement on Technical Assistance between the Royal Swedish Government and the Government of Pakistan dated 4th June, 1955 and to confirm the understandings set forth in the Note for purposes of implementation of the provisions of the Agreement.

I take this opportunity of conveying, through your Excellency, to the Government and people of Sweden, the appreciation of the Government and people of Pakistan, for the technical assistance offered to us for the purpose of the development of our country.

Accept, Excellency, the renewed assurances of my highest consideration.

SAID HASAN Secretary to the Government of Pakistan Ministry of Economic Affairs

His Excellency Mr. R. R. Bagge Envoy Extraordinary and Minister Plenipotentiary for Sweden Karachi