No. 8892

DENMARK and INDIA

Agreement on volunteers from Denmark. Signed at New Delhi, on 1 August 1967

Official text: English.

Registered by Denmark on 1 January 1968.

DANEMARK et INDE

Accord relatif aux volontaires danois. Signé à New Delhi, le 1^{er} août 1967

Texte officiel anglais.

Enregistré par le Danemark le 1^{er} janvier 1968.

No. 8892. AGREEMENT¹ BETWEEN THE ROYAL DANISH GOVERNMENT AND THE GOVERNMENT OF INDIA ON VOLUNTEERS FROM DENMARK. SIGNED AT NEW DELHI, ON 1 AUGUST 1967

The Royal Danish Government and the Government of India desirous of collaborating in the development of India and of placing at the disposal of the Government of India Danish Volunteer Service and inspired with the desire to conclude an agreement to this end have agreed as follows :

Article 1

The Government of Denmark, represented by the Danish Association for International Co-operation (hereinafter called the Association), will furnish such Danish volunteers as may be agreed upon by the Government of India and the Association to perform mutually agreed tasks in India.

The number of Danish volunteers as well as their assignments in India are to be agreed upon by separate exchange of letters between the agencies nominated by the Government of India and the Association.

Article 2

The Danish volunteers will work under the supervision of Government of India or other institutions in India as agreed upon by the two parties.

Article 3

The volunteers will serve in India for a period of two years unless otherwise agreed. During their assignment the volunteers will be entitled to 3 weeks' annual leave.

Article 4

The Government of India is ready to receive a Regional Director of the Association and such other staff as may be deemed necessary by the Government of India and the Association for the discharge of the Association's responsibilities under this Agreement.

¹ Came into force on 1 August 1967 by signature, in accordance with article 11.

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Article 5

The Association undertakes to :

- a. provide introductory training of the volunteers before their arrival in India,
- b. cover the transportation costs for the volunteers, the regional director, and staff members between Denmark and India,
- c. cover their emoluments during their assignment in India, which will include living allowance, leave allowance, and outfit allowance,
- d. provide equipment, materials and supplies necessary to carry out the programmes and projects of the Association,
- e. cover their insurance expenditures, which will include health, public liability, and accident.

Article 6

The Government of India undertakes to :

- a. provide the volunteers, the regional director, and staff members with the necessary visas, entry permits, and permits allowing them to work in India,
- b. accord equitable treatment of the volunteers, the regional director, and staff members, and their property and grant them a treatment no less favourable than that granted to other non-Indian citizens residing in India and fulfilling similar tasks,
- c. in consultation with the regional director, coordinate and prepare adequately agreed placements of the volunteers and ensure loyal support from the institutions or projects to which the volunteers are agreed to be assigned,
- d. exempt the volunteers, the regional director, and staff members from all personal and graduated taxes, hospital tax, or any other taxes which may be imposed in India, on emoluments received from Danish Government sources inside or outside India,
- e. exempt them from customs duty on used personal belongings and household effects imported in connection with their arrival in India, and on all new items up to a limit of Rs. 2250/---per Volunteer,
- f. exempt equipment, materials and supplies furnished or financed by the Royal Danish Government and used in connection with the programmes and projects of the Association's volunteers, from customs duties and local taxes. The disposal of equipment, materials and supplies thus imported will be governed by the rules as may be prescribed by the Government of India,

- g. provide free of charge suitable accommodation and basic furniture for the volunteers and make it available for them at the time of the initiation of their assignments. By suitable accommodation is understood at least one room per volunteer,
- h. cover directly or through the project authorities the costs of all duty travel undertaken by the volunteers within the project area.

Article 7

The Government of India shall have the right to demand a recall of any volunteer whose work or conduct is unsatisfactory in the eyes of the Government of India and will in such case consult the regional director with a view to arranging for the repatriation of the volunteer.

Article 8

The Association will have the right to recall any volunteer after consultation with the Government of India.

Article 9

In accordance with the contract between the volunteer and the Association, the volunteer shall have the right to resign from service after having consulted the regional director and given the institution to which he is assigned a reasonable notice.

Article 10

It is understood that the local expenditures of the Danish volunteer programme payable by the Association according to the contents of this agreement to the extent possible shall be covered by the rupees accruing to the Government of Denmark from repayments of principal and payments of interest on the Danish Government Loan to India as set out in article 4 of the Agreement of 30th May, 1963 hereon between the Government of India and the Government of Denmark.¹

Article 11

This agreement shall enter into force on the day of its signature and shall remain valid until 90 days after the date of the written notification from either Government to the other of the intention to terminate it.

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¹See p. 3 of this volume.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto, have signed the present agreement.

DONE in New Delhi on the 1st of August, 1967 in 2 copies in English.

For the Royal Danish Government : L. BLINKENBERG

For the Government of India : A. T. BAMBAWALE