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No. 9885✓

FRANCE
and
INDIA

Agreement concerning cultural, scientific and technical co-operation (with protocol and exchange of letters). Signed at Paris on 7 June 1966

Authentic texts: French, Hindi and English.

Registered by France on 11 September 1969.

FRANCE
et
INDE

Accord de coopération culturelle, scientifique et technique (avec protocole et échange de lettres). Signé à Paris le 7 juin 1966

Textes authentiques: français, hindi et anglais.

Enregistré par la France le 11 septembre 1969.

AGREEMENT¹ CONCERNING CULTURAL, SCIENTIFIC
AND TECHNICAL COOPERATION BETWEEN THE
GOVERNMENT OF THE FRENCH REPUBLIC AND
THE GOVERNMENT OF INDIA

The Government of the French Republic and the Government of India,

Desirous of facilitating and developing exchanges between the two States in the fields of education, letters, science, and arts,

Determined to work out the means necessary for a better mutual knowledge of each other's languages and civilisation,

Desirous of setting up, on the basis of equality between the Contracting Parties, the general framework of their cooperation in the scientific and technical field, with a view to promoting economic and social development,

Have agreed as follows:

PART I

CULTURAL COOPERATION

Article I

The Contracting Parties will endeavour, subject to the availability of funds, to develop their cooperation in the fields of culture, education, arts, as well as science and technical cooperation.

Article II

The Contracting Parties will reciprocally promote the teaching of each other's language, literature and civilisation in their Universities and to the extent possible, in their post-graduate institutions, higher secondary schools and in their technical, industrial and commercial institutions.

They will endeavour, to the extent possible, to give a special place to this teaching by selecting well qualified teachers, by allotting suitable time to this teaching and by keeping high the standards of examination.

¹ Came into force on 7 July 1966, i.e., thirty days after the date of signature, in accordance with article XVII.

Article III

The Contracting Parties, recognising the importance of the training of staff entrusted with the teaching of the language and civilisation of each other's country, will afford mutual help in this behalf; they will, in particular, organise, to the extent possible, the training of teachers and provide lecturers for the purpose.

Article IV

Each Contracting Party will facilitate the setting up and functioning in its territory of cultural or scientific institutions, such as cultural institutes, centres, associations, research centres and teaching establishments, sponsored by the other country. These institutions will enjoy the maximum facilities for their functioning within the framework of the laws of the respective countries.

Article V

The Contracting Parties will organise, to the extent possible, the supply or exchange of professors and other university teachers, students, research workers and university as well as non-university cultural groups.

Article VI

In order to implement the exchanges mentioned in Article V above, each Contracting Party will try to expand the grant of scholarships to students and research workers of the other Party desirous of carrying on studies or obtaining advanced training in its territory. The selection of scholars will be made through a Selection Committee on which the Government of the other country will be represented by a nominee.

Article VII

The Contracting Parties will endeavour to find the means of granting to the studies carried out, to examinations, competitive or otherwise, passed and to the degrees and diplomas thus obtained in the territory of either party partial or full equivalence.

Article VIII

The Contracting Parties will try to extend all possible facilities to each other for holding of concerts, exhibitions, theatrical performances and cultural functions meant for increasing the knowledge of their respective cultures.

Article IX

The Contracting Parties will, in accordance with the prevailing laws of each country, reciprocally facilitate the entry and distribution in their respective territories of the following:

- (a) cinematographic, musical (scores or recordings), radio and television material; and
- (b) works of art and their reproductions.

They will, to the extent possible, give assistance to cultural performances and exchanges organised in this field.

Article X

Each Contracting Party will endeavour to facilitate a wider distribution of scientific, technical, literary and artistic books and catalogues concerning these publications and periodicals of the other country through commercial means as well as in the form of exchanges and gifts.

PART II

SCIENTIFIC AND TECHNICAL COOPERATION

Article XI

The Contracting Parties decide to organise technical cooperation between the two States in the fields of administration, education, science and technology, *inter alia* through training and research missions.

Article XII

In order to carry out such cooperation, each Government will try, at the request of the other Government,

- (a) to place at its disposal experts for teaching or technical advice on specific problems or organising training courses;
- (b) to help in the realisation of programmes of scientific and technical research, both fundamental and applied, specially through the assistance of institutions or bodies specialised in these fields;
- (c) to grant scholarships and arrange advanced training and refresher courses;

- (d) to ensure the participation of nationals of the other party in academic courses and vocational training;
- (e) to invite its representatives to participate in scientific conferences, symposia, etc.; and
- (f) to supply literature and arrange lectures, presentation of films or other means of propagation of technical information.

Article XIII

Each Contracting Party will take necessary steps to facilitate exchange of students and organisation of refresher and training courses for scientific and technical personnel.

PART III

GENERAL

Article XIV

Each Contracting Party will facilitate, in accordance with its laws, the stay and movement of the nationals of the other country in the performance of the functions as laid in the present Agreement.

Article XV

A Joint Commission, consisting of an equal number of representatives of both Governments and to which experts may be added, will meet in principle every two years by rotation in Paris, under a French Chairman, and in New Delhi, under an Indian Chairman.

The terms of reference of the Commission will be:

- (a) to keep under periodical review the working of the Agreement in the two countries;
- (b) to advise the Governments concerned on the detailed manner of carrying out the Agreement;
- (c) to formulate cultural, scientific, and educational exchange programmes and review their progress;

- (d) to recommend to the Party concerned any items of interest to either Party in the fields within the scope of the Agreement; and
- (e) generally to advise the Governments concerned as to the manner in which the working of the Agreement may be improved upon.

Article XVI

Nothing in this Agreement shall be deemed to affect the provisions of the Treaty of Cession of the French Establishments of Pondicherry, Karikal, Mahe and Yanam of May 28, 1956, and the approved Franco-Indian minutes of March 16, 1963, relating to complementary provisions made thereto.

Article XVII

The present Agreement shall remain in force for a period of five years. Thereafter it will be renewable by tacit agreement unless one of the Contracting Parties terminates it by giving notice of at least six months.

The present Agreement shall come into force 30 days after the date of signature.

IN FAITH WHEREOF, the representatives of the two Governments have signed the present Agreement and have put their respective seals.

DONE at Paris this seventh day of June, one thousand nine hundred and sixty six, in duplicate, one copy meant for the French Government and drafted in French, Hindi and English and the other for the Indian Government in Hindi, French and English, the French and the Hindi texts being equally authentic.

For the Government
of the French Republic:

J. DE BROGLIE
Secretary of State
Foreign Affairs

For the Government
of India:

M. C. CHAGLA
Minister for Education

PROTOCOL OF FINANCIAL TERMS RELATING TO THE AGREEMENT FOR CULTURAL, SCIENTIFIC AND TECHNICAL CO-OPERATION BETWEEN THE GOVERNMENT OF THE FRENCH REPUBLIC AND THE GOVERNMENT OF INDIA SIGNED ON THIS SEVENTH DAY OF JUNE, 1966

The term “ expert ” for the purpose of part I of the present Protocol shall mean technician, specialist, research worker, teacher, professor, scientist and others going to France or to India, with the concurrence of both the Governments and within the scope of the Cultural, Scientific and Technical Co-operation Agreement signed on this day.

The term “ expert ” shall not apply to scholars and trainees sent to the other country and referred to in Article VI of the Agreement.

PART I

COMMON MEASURES APPLICABLE TO EXPERTS

Article I

For missions of six months' or shorter duration, the modalities of financing, unless otherwise specified, shall be as follows:

- (a) The Government of the State which sends the expert shall pay his salary and allowances as well as the cost of return international passage, including transport of luggage, to and from the place of his mission.
- (b) The Government of the receiving country shall meet the expenses on the board and lodging of the expert, and pay a suitable pocket allowance for incidentals.

Article II

For missions of more than six months' duration, the modalities of financing, unless otherwise specified, shall be as follows:

- (a) The Government of the State which sends the expert shall pay his air passage to the place of his mission, as well as luggage transport, including if necessary, excess luggage charges up to 20 kg. by air. The Government of the country which receives the expert shall bear in the same conditions, the totality of the return air fare from the place of his mission to the capital of the country that sent him, including luggage transport (with an excess of 20 kg. by air).

- (b) The Government of the receiving country will pay the expert salary and allowances in local currency equal to those of its own personnel of equivalent rank or performing similar duties.
- (c) In case the expert carries out a mission exceeding one year, the Government of the country which sends him shall also pay one way air passage of his family (wife and children) as well as luggage transport including, if necessary, total excess up to 30 kg. by air. The Government of the receiving country will assume in the same conditions the return air fare and luggage transport of the "expert" and of his family.

Article III

Furniture, personal effects, a vehicle and professional equipment belonging to the expert of either country will get benefit of exemption from duties and taxes in France and India subject to the regulations in force on French and Indian territory.

Article IV

The Government of the receiving country shall bear the expenses of the expert's internal travel in connection with his duties and provide him with the means necessary to accomplish his mission.

Article V

(a) The receiving institutions, organisations, establishments shall provide to the expert benefits like leave, vacation, holidays as laid down under their rules and regulations. They shall also extend to him reasonable facilities such as use of laboratories, libraries, as may be necessary for carrying out his mission.

(b) In case the expert is not able to attend to his duties continuously during a period of at least two months owing to illness, the Government of the sending country shall endeavour to replace him by another expert of equal status and calibre.

PART II

MEASURES APPLICABLE TO PLASTIC ART EXHIBITIONS

Article VI

(a) The expenses connected with the transport back and forth and the insurance of plastic art exhibitions organised within the scope of the present agreement shall be borne by the sending country. The same applies to the travelling costs of the art adviser who may accompany the exhibitions.

(b) The receiving side shall meet all expenses connected with customs clearance, unpacking and repacking, local arrangements, in particular rent of premises, setting up and publicity, internal transport to other places in the country, insurance for the duration of the exhibitions as well as the expenses connected with the stay and travel within the country of the art adviser accompanying the exhibition.

PART III

GENERAL

Article VII

Each contracting party will facilitate as far as possible, the settlement of financial problems raised by the cultural activities or the technical cooperation of the other Government. It will allow in particular, in keeping with normal exchange control regulations in this respect, repatriation to the sending country of reasonable savings from remuneration made to personnel under the present Agreement.

Article VIII

Each contracting party will permit, subject to its internal legislation, duty free import of cultural material and technical equipment supplied by the other Government for the purpose of cultural and technical cooperation within the scope of the Cultural, Scientific and Technical Cooperation Agreement.

Article IX

Each contracting party will, to the extent possible, facilitate the settlement of problems raised by cultural or technical activities that the other Party will perform within the scope of the Cultural, Scientific and Technical Cooperation Agreement.

In application of the Agreement to date and on the basis of its Protocol, complementary arrangements may be concluded between the Parties in view of specifying and harmonising certain modalities of cultural, scientific and technical cooperation.

DONE at Paris this seventh day of June, one thousand nine hundred and sixty-six, in duplicate, one copy meant for the French Government and drafted

in French, Hindi and English and the other for the Indian Government in Hindi, French and English, the French and the Hindi texts being equally authentic.

For the Government
of the French Republic:

J. DE BROGLIE
Secretary of State
Foreign Affairs

For the Government
of India:

M. C. CHAGLA
Minister for Education

EXCHANGE OF LETTERS

I

To Mr. Jean de Broglie, Secretary of State for Foreign Affairs, Paris

Paris, June 7, 1966

Your Excellency,

Referring to the Protocol of Financial Terms relating to the Agreement for Cultural, Scientific and Technical Cooperation between the Government of India and the Government of the French Republic signed on the seventh day of June, 1966, and particularly to its article III, I have the honour to inform Your Excellency that the Government of India agrees to the following measures:

I

French experts on an assignment in India will be able to import, free of customs duty and of all taxes during and according to the duration of their assignment, their personal effects and goods, in accordance with the under-mentioned rules:

- (i) Experts on an assignment of a duration of/ or less than six months will get the benefit of the dispositions at least as favourable as those contained in the Customs Notification No. 225 dated 3rd August 1958¹—Tourist Baggage Rules—as amended by the subsequent texts enclosed with the present letter.
- (ii) Experts on an assignment of a duration longer than six months and less than a year will get the benefit of the dispositions at least as favourable as those contained in the Customs Notification No. 122 dated 19th November 1960¹—Passengers (Non-tourist) Baggage Rules—as amended by the subsequent texts, enclosed with the present letter.
- (iii) Experts on an assignment of a duration of a year or above will get the benefit of the dispositions at least as favourable as those contained in the Customs Notification No. 50 dated 10th April, 1965¹—Transfer of Residence Rules—enclosed with the present letter.

II

Considering besides the Office Memorandum No. 12 (22) 65-UN, Government of India, Ministry of Finance (Department of Economic Affairs) dated 28th May, 1965 concerning import facilities to experts assigned to India under the various Aid Schemes, the Government of India agrees to give the benefit of the following dispositions to the French experts assigned under the Indo-French Agreement for Cultural, Scientific and Technical Cooperation:

- (i) Experts assigned for a duration of over six months will be able to import, free of customs duty and of all taxes, once during the duration of their mission, the following effects and goods, which will be considered as personal effects and goods and which will be in addition to those covered under item (ii) and/or (iii) of 1 above:
 - (a) usual furniture;
 - (b) one automobile (car or motorcycle);
 - (c) one refrigerator or home freezer;
 - (d) one radio set or radiogram;
 - (e) two air-conditioners;
 - (f) minor domestic electrical appliances with accessories.
- (ii) French experts, whatever be the duration of their assignment, will also be able to import during this duration free of customs duty and of all taxes, professional equipment in use and material which they may need for the execution of their mission.

¹ The Government of France has indicated that it did not consider the texts concerned as an integral part of the Agreement.

III

All necessary steps will be taken by the Indian authorities concerned, as soon as the expert arrives in India, to grant the necessary licences for the entry of the personal effects and goods, professional equipment and material, mentioned in article II above.

2. The official organisations to which the expert is attached will bear the customs duty and taxes on the above mentioned goods from which he is exempted.

3. The said goods will have to be re-exported when the expert leaves India at the end of his mission. In case the expert should desire to sell a part or the totality of these goods in India, he should apply for prior permission from the Government of India to do so. This permission will be given in accordance with the rules in force, subject to prior reimbursement of the customs duty and taxes which have been paid by the Indian organisations.

Yours sincerely,

M. C. CHAGLA
Minister of Education
Government of India
New Delhi

II

AFFAIRES ÉTRANGÈRES

Le Secrétaire d'Etat

Paris, June 7, 1966

Your Excellency,

By letter dated June 7, 1966, you have kindly communicated to me, on behalf of your Government and with reference to Article III of the Protocol of financial terms relating to the Agreement for Cultural, Scientific and Technical Co-operation between the Government of the French Republic and the Government of India signed on this day, the customs exemptions granted on Indian territory to French experts.

I have the honour to inform you that the Government of the French Republic have taken note of the indications thus conveyed. I, in turn, wish

to point out on behalf of my Government, that under the rules and regulations in force on the date of the Agreement, duty-free temporary import permit, which includes exemption from all duties and taxes, can be granted

1. for one year duration:

- to Indian nationals who are required to live temporarily in the territory within the French customs jurisdiction for professional training and whose principal remuneration is not paid by any physical or moral person established in France;
- to Indian professors and teachers required to work with Indian university missions or with French teaching establishments; and
- to Indian nationals required to collaborate with foreign organisations having cultural, spiritual or charitable aims and which carry out activities on the international plane.

2. for two years duration:

- to Indian engineers or technicians whose principal remuneration is paid by a physical or moral person established in India and who are required to stay temporarily in France in order to exercise their profession, with the concurrence of a French Government department, in a concern established in France.

3. for the duration of their contract:

- to Indian artists subject to their holding a contract of a maximum duration of one year and not renewable.

The persons mentioned in paras (1), (2) and (3) above will get benefit of duty-free temporary import permit for the following items:

- personal jewellery up to a maximum of kg 0,500 per person;
- personal clothes;
- two still cameras with 24 plates or 10 reels of non-exposed film for each camera;
- one small size movie camera with 10 reels of films;
- one portable receiving radio set;
- one tape recorder with two reels of tape;
- one portable electrophone with ten records;
- one portable typewriter;
- one portable musical instrument;
- usual portable articles such as iron, minor domestic electric accessories;
- one automobile or motorcycle.

The duty-free temporary import permit can also be extended to furniture, and to equipments and materials being used for professional purposes subject to these being re-exported at the end of the stay.

Yours sincerely,

J. DE BROGLIE
Secrétaire d'État aux Affaires étrangères
Quai d'Orsay
Paris

H. E. Mr. M. C. Chagla
Minister of Education
Government of India
New Delhi

III

Paris, June 7, 1966

Your Excellency,

By your letter dated June 7, 1966, you have been kind enough, on behalf of your Government and with reference to article III of the Protocol relating to financial dispositions of the Agreement on Cultural, Scientific and Technical Co-operation signed this day, to let me know the customs exemptions granted to the Indian experts in France.

I have the honour of informing you that I have taken note of the indications thus communicated to me.

Yours sincerely,

M. C. CHAGLA
Minister of Education
Government of India
New Delhi

S. E. M. Jean de Broglie
Secrétaire d'État aux Affaires étrangères
Quai d'Orsay
Paris