

No. 29887

GERMANY
and
INDIA

**Agreement concerning technical cooperation in support of
the project “Promotion of Exports”. Signed at New Delhi
on 28 February 1991**

Authentic texts: German, Hindi and English.

Registered by Germany on 2 April 1993.

ALLEMAGNE
et
INDE

**Accord concernant la coopération technique à l'appui du
projet « Promotion des exportations ». Signé à New
Delhi le 28 février 1991**

Textes authentiques : allemand, hindi et anglais.

Enregistré par l'Allemagne le 2 avril 1993.

AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY AND THE GOVERNMENT OF THE REPUBLIC OF INDIA CONCERNING TECHNICAL COOPERATION IN SUPPORT OF THE PROJECT "PROMOTION OF EXPORTS"

The Government of the Federal Republic of Germany
and
the Government of the Republic of India,

with reference to the Arrangement of 6/30 June 1988 and in pursuance of the Agreement of 31 December 1971 between the two Governments regarding Technical Cooperation, as amended by the Arrangement of 8 February/1 March 1979, have agreed as follows:

Article 1

The Government of the Federal Republic of Germany and the Government of the Republic of India shall cooperate in a trade promotion programme involving integrated product and market development for the promotion of exports of specific products from India.

Article 2

The Government of the Federal Republic of Germany shall make the following contributions to the project:

(1) It shall

- (a) second one expert in export promotion to coordinate the programme for 36 expert/months;

¹ Came into force on 28 February 1991 by signature, in accordance with article 8 (1).

- (b) second, in the event that the programme is prolonged, a successor for the present coordinator to familiarize himself with the job six months prior to the expiry of the ongoing project phase;
 - (c) second to the Republic of India short-term experts in various specialities to assist selected Indian firms in product development and market promotion activities for a total of up to 200 expert/months;
 - (d) assign, in the Federal Republic of Germany, one expert in the promotion of exports to steer the project;
 - (e) assign local experts in the Republic of India for a total of up to 20 expert/months;
 - (f) assign up to eight local experts and diverse auxiliaries to the Delhi coordination office;
 - (g) assign experts for project evaluation for a total of up to 5 expert/months;
 - (h) supply one project vehicle, training material and other items of equipment, also for the coordination office.
- (2) It shall meet the cost of
- (a) accommodation for the seconded experts and their families, in so far as this cost is not borne by the seconded experts themselves;

- (b) official travel by the seconded experts within and outside the Republic of India;
 - (c) transport and insurance to the project site of the items referred to in sub-paragraph 1 (h) above, excluding the charges and storage fees referred to in paragraph 3 (2) (a) below.
- (3) It is prepared to provide further training in export promotion fields yet to be determined for up to three Indian experts who, upon their return, shall be assigned to institutions for the promotion of exports.

Article 3

The Government of the Republic of India shall make the following contributions to the project:

- (1) It shall support the programme for the promotion of exports by contributing an amount of Rs 1,500,000 (one million five hundred thousand rupees) to cover the ordinary costs of the project.
- (2) It shall
 - (a) exempt the material supplied for the project on behalf of the Government of the Federal Republic of Germany from licences, harbour dues, import and export duties and other public charges, as well as storage fees, and ensure that it is cleared by customs without delay. The aforementioned exemptions shall, at the request of the implementing agency, also apply to material procured in the Republic of India;

- (b) exempt the private vehicles and household items of the seconded coordinators from licences, harbour dues, import and export duties and other public charges, as well as storage fees, and ensure that they are cleared by customs without delay;
- (c) afford the seconded experts any assistance they may require in carrying out the tasks assigned to them and place at their disposal all necessary records and documents.

Article 4

The seconded experts shall coordinate the assignments of the short-term experts in agreement with the Ministry of Commerce of the Republic of India or the agencies charged by it.

Article 5

The material supplied for the project on behalf of the Government of the Federal Republic of Germany shall become the property of the Republic of India upon arrival there; it shall be at the unrestricted disposal of the project and the seconded experts for the fulfilment of their tasks.

Article 6

- (1) The Government of the Federal Republic of Germany shall charge the Deutsche Gesellschaft für Technische Zusammenarbeit (GTZ) GmbH, Eschborn, with the implementation of its contributions.

- (2) The Government of the Republic of India shall charge the Ministry of Commerce of the Republic of India in New Delhi with the implementation of the project.
- (3) The Ministry of Commerce and the GTZ shall jointly decide on the concept, implementation and steering of the exports promotion programme. This shall include the selection of the product groups to be promoted. The Ministry of Commerce shall nominate for each sub-project (project group) a contact agency at the national level.

Article 7

In so far as the Government of the Republic of India is obliged to render or finance contributions under this Agreement or the Agreement of 31 December 1971 regarding Technical Cooperation, as amended by the Arrangement of 8 February/1 March 1979, it may transfer such obligation to the Government of a State of the Indian Union or to the cooperating agency. The obligations of the Government of the Republic of India towards the Government of the Federal Republic of Germany shall remain unaffected by such transfer.

Article 8

- (1) This Agreement shall enter into force on the date of signature thereof.
- (2) It shall remain in force until the two Governments have provided the contributions referred to therein. The Government of the Federal Republic of Germany reserves the right to suspend its contributions to individual programmes or to the project as a whole if parts of the project or the project

itself are jeopardized by the lack of or insufficient contributions by the cooperating agency.

Done at New Delhi on February 28th, 1991

in duplicate in the German, Hindi and English languages, all three texts being authentic.

In case of divergent interpretations, the English text shall prevail.

For the Government
of the Federal Republic
of Germany:

[Signed — Signé]¹

[Signed — Signé]²

For the Government
of the Republic of India:

[Signed — Signé]³

¹ Signed by Ursula Seiler Albring — Signé par Ursula Seiler Albring.

² Signed by Carl-Dieter Spranger — Signé par Carl-Dieter Spranger.

³ Signed by Yashwant Sinha — Signé par Yashwant Sinha.