

**AGREEMENT BETWEEN THE GOVERNMENT OF  
INDIA AND THE GOVERNMENT OF MAURITIUS  
REGARDING ECONOMIC, TECHNICAL  
AND CULTURAL COOPERATION  
Port Louis, 14 March 1978**

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The Government of INDIA

AND

The Government of MAURITIUS,

RECOGNISING the friendly ties existing between the peoples of India and Mauritius;

CONSIDERING THAT the peoples of India and Mauritius have a common interest in economic progress and that their joint efforts to exchange technical knowledge and skills will assist in achieving this objective;

BEING MUTUALLY DESIROUS OF advancing the closest possible cooperation in the economic, technical and cultural fields on the basis of equality and mutual benefit;

BELIEVING FIRMLY that such cooperation between the peoples of the two countries will advance further the cooperative efforts;

HAVE AGREED as follows :

*Article I*

The Government of India and the Government of Mauritius shall facilitate and promote, in conformity with the provisions of this Agreement, all forms of economic, technical and cultural cooperation as they may deem beneficial to their respective countries.

*Article II*

The economic, technical and cultural cooperation between the Contracting Parties shall be effected through separate Protocols to be concluded between authorised institutions or bodies of the Contracting

Parties and in accordance with the laws and regulations in force from time to time in each country.

*Article III*

The fields of cooperation envisaged in Article I above shall cover, *inter alia*, the following :

- (i) establishment of industries, including cottage and small- scale industries;
- (ii) setting up of joint enterprises;
- (iii) provision of consultancy services, including feasibility studies;
- (iv) exchange of experts and advisers, and training of counterparts;
- (v) exchange and purchases of licences, scientific and technical know-how;
- (vi) cooperation in the fields of agriculture including animal husbandry, dairy farming, forestry, plantation, fertilizers and fisheries;
- (vii) cooperation in the promotion and development of trade, including for exports to third countries and areas through joint ventures, shipping and transport facilities;
- (viii) cooperation in the fields of communication and broadcasting;
- (ix) cooperation in banking and insurance;
- (x) cooperation in the development of infrastructural facilities including roads and highways, water resources, establishment of training institutions, etc...
- (xi) cooperation in the survey of mineral and geological resources;
- (xii) cooperation in the field of meteorology and climatology including the forecasting of monsoons, cyclones, oceanography, pollution controls;
- (xiii) organising exhibitions;
- (xiv) extending training facilities for studies in industrial, academic and cultural institutions by technicians, students, artists and scholars sponsored by the other country;
- (xv) cooperation in the fields of culture and humanities including the Mahatma Gandhi Institute, book production, lexicography, etc...;
- (xvi) award of scholarships, organisation of study tours and seminars;

- (xvii) exchange of cultural delegations and personnel; and
- (xviii) taking all necessary steps to encourage tourism and facilitate travel between the two countries in accordance with their respective laws and regulations.

#### *Article IV*

In order to ensure the proper implementation of this Agreement and of all other agreements, protocols or contracts concluded under its provisions by the Contracting Parties concerning economic, technical and cultural cooperation, an Indian-Mauritius Joint Commission shall be set up with the responsibility for coordinating all matters relating to, and promoting, the above cooperation between the two countries. The Commission shall discuss programmes of economic, technical and cultural cooperation between the two countries and propose measures for implementation and development of such cooperation by the concerned institutions of the two countries. The Commission shall make recommendations as are agreed upon between the two sides. Such recommendations shall be implemented only after they have been approved by the two Governments or other bodies authorised by them for this purpose. The Commission shall normally meet once a year, alternatively in the two countries. It may also meet in extraordinary session by mutual agreement. Each Contracting Party shall designate a Co-Chairman as well as the appropriate organ or Ministry for operating the Joint Commission from their respective sides.

#### *Article V*

The terms and conditions of services of experts and trainees and all other forms of economic, technical and cultural cooperation mentioned in Article 3 shall be agreed upon in each case between the respective institutions or bodies of the Contracting Parties in individual arrangements as contemplated in Article 2 of the Agreement. Where necessary, these terms and conditions will also provide against the improper disclosure of such knowledge or information as may be acquired by the recipient Party.

#### *Article VI*

Persons deputed under this Agreement shall comply with the laws or regulations of the country in which they perform their duties, render or carry on their activities.

Each Contracting Party shall, in so far as the same may be permissible under the laws or regulations in force in the country of

such Contracting Party, extend to the experts and/or trainees of the other Contracting Party all such facilities and immunities as may be reasonably necessary for the successful fulfilment of their duties under this Agreement.

*Article VII*

Further details regarding fulfilment of the obligations undertaken by the Contracting Parties pursuant to this Agreement shall be separately defined in each case by exchange of letters between the Contracting Parties or in any other suitable form as may be mutually agreed upon between them.

*Article VIII*

The present Agreement shall be subject to ratification and shall come into force with effect from the date of exchange of the Instruments of Ratification conforming to the constitutional requirements of the respective countries.

The present Agreement shall remain in force for a period of five years. Thereafter, it shall be renewable from year to year by tacit agreement, unless either Contracting Party terminates it by giving to the other a written notice at least six months prior to the expiry of any period of validity of the Agreement.

*Sd/-*  
For the Government  
of India

*Sd/-*  
For the Government  
of Mauritius

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