

**AGREEMENT BETWEEN THE GOVERNMENT
OF INDIA AND THE GOVERNMENT OF THE
DEMOCRATIC AND POPULAR REPUBLIC
OF ALGERIA ON SCIENTIFIC AND
TECHNICAL COOPERATION**
New Delhi, 28 February 1980

The Government of the Republic of INDIA

AND

The Government of the Democratic and Popular Republic of
ALGERIA,

DESIROUS of developing technical and scientific cooperation
between the two countries,

HAVE agreed on the following provisions :

Article I

The Contracting Parties undertake to lend mutual assistance in
the fields of technical and scientific cooperation and the exchange of
technical experience for promoting the economic development of the
two countries.

Article II

The Contracting Parties undertake to promote and to facilitate
the execution of technical and scientific cooperation programmes in
accordance with the objectives of social and economic development of
their respective countries.

Article III

The technical and scientific cooperation provided for by Articles
I & II of this Agreement shall cover notably :

- (a) the grant of scholarships for studies and for specialised training
in accordance with the modalities that will be determined by
mutual agreement;

- (b) the exchange of experts, educationists, and technicians;
- (c) the joint promotion of studies and schemes likely to contribute to the social and economic development of the two countries;
- (d) any other form of technical and scientific cooperation including practical training for craftsmen (modern and traditional craft), for technicians and for executive personnel on which the two Contracting Parties would have agreed;
- (e) the exchange of scientists, research workers, specialists and scholars;
- (f) the exchange of scientific and technical information and documentation;
- (g) the organization of scientific and technical seminars, courses, and lectures on problems of interest to both countries;
- (h) the joint identification of scientific and technical problems, the formulation and implementation of joint research programmes which might lead to the application of the results of such research to industry, agriculture and other fields, as also the exchange of experience and know-how resulting therefrom.

Article IV

The pay, terms and conditions of recruitment of experts, educationists and technicians of the two countries deputed in accordance with the provisions of Article III shall be specified in an agreement which will be concluded between the two Parties.

Article V

Each Contracting Party undertakes to grant in its country to the nationals of the other Party, all the facilities necessary for performing the tasks which are to be executed in conformity with this Agreement.

Article VI

Periodic programmes will be defined, through diplomatic channels, for the realization of the objectives of this Agreement; such programmes shall specify the range, the subjects and forms of cooperation, including financial terms and conditions.

The supervision of the implementation of this Agreement is entrusted to the Indian Ministry of External Affairs and to the Algerian Ministry of Foreign Affairs.

Article VII

The two sides shall encourage the exchange of information, of documentation and of experts between the corresponding organisations of the two countries in the fields of patents and licences.

Protocols or contracts which shall form the basis of developing cooperation between organisations, enterprises and institutions concerned with science and technology, shall be signed in accordance with the laws and regulations in force in each of the two countries.

Such protocols and contracts shall contain clauses relating to modalities of cession of licensing know-how or utilisation or exchange of patents and also those governing their joint application and their utilisation in production or in other sectors.

Article VIII

The Agreement shall come into effect provisionally on its signing and permanently fifteen days after the exchange of the Instruments of Ratification.

It shall remain in force for a period of four years and shall be renewed by tacit agreement for further periods for four years unless one of the Contracting Parties gives prior notice of six months in writing of its intention to terminate the Agreement. In such case the two Parties shall settle through special arrangements all the outstanding matters undertaken within the framework of this Agreement.

DONE at New Delhi on 28th February 1980 in two originals, in the languages Arabic, Hindi, French and English, the four texts being equally authentic.

Sd/-

P.V. NARASIMHA RAO
Minister of External Affairs,
For the Government of the
Republic of India

Sd/-

MOHAMED BENYAHIA
Minister for Foreign Affairs,
For the Government of the
Democratic and Popular
Republic of Algeria

**THE TECHNICAL AND SCIENTIFIC COOPERATION
CONVENTION¹**

New Delhi, 28 February 1980

The Government of the Republic of INDIA

AND

The Government of the Democratic and Popular Republic of
ALGERIA,

WITH a view to specifying precisely the provisions of the Technical
and Scientific Cooperation Agreement relating to exchange of experts
and to the training of executive staff,

HAVE agreed to conclude this Convention.

**CHAPTER I
EXCHANGE OF EXPERTS**

A - GENERAL CONDITIONS

Article 1

In the framework of the implementation of the Agreement relating
to the technical and scientific cooperation, the two Governments shall
lend according to the needs and possibilities mutual assistance in
experts and staff. Specific agreement may eventually be signed
between Ministerial departments for the implementation of the
above-mentioned provisions.

Article 2

Each of the two Governments shall communicate to the other,
through diplomatic channels, list of requirements indicating the
number of experts, the description of the posts, the duration of the
contract, and date of commencement of assignment.

In return, within a period of three months, the requesting
Government will receive the list of candidates capable of filling these
posts, together with a recruitment dossier consisting *inter alia* :

- a certified true copy of the diploma or University degree and
professional certificates;
- a statement of family status;
- a certified copy of statement of services;

1. Came into force on 28 February 1980.

- a medical certificate attesting that the candidate is free from all contagious diseases, infirmity or other physical inaptitude, incompatible with the discharge of his duties;
- any record which may be required by the Administration of either of the two Parties.

The requesting Government shall, after a scrutiny of the dossiers and within a period of three months, intimate the results of the recruitment, through diplomatic channels.

Article 3

The Government sending the experts shall ensure that the needs indicated by the receiving Government are satisfied in quantity and quality, and shall supervise the good behaviour of each expert in the exercise of his duties. To the extent that the requirement of the receiving country can be met by the sending country, all recruitment shall be governed by the present Convention.

Article 4

The personnel placed by each Government at the disposal of the other shall sign a certificate of adhesion to this Convention as per the model enclosed as Annexure¹. The recruitment will become effective only if the candidates fulfil the required conditions of engagement. The contract shall take effect from the date the party concerned assumes his duties.

The contract is to be entered into for a minimum period of two years. It is to be renewed by tacit agreement for additional periods of one year, or by writing for periods of less than a year, barring notice of termination, either by the employer Government or by the Contracting Party, served three months before its expiry. At the end of a total period of duty of four years, the Government supplying the expert may ask for the non-renewal of the contract of the expert concerned.

Article 5

The experts recruited as per the terms of this Convention shall, during the discharge of their duties, be subject to the control of authorities who employ them. They can neither seek nor receive instructions from any authority other than that in whose control they are placed by virtue of the duties entrusted to them. They shall observe during the period of this contract as after the expiry, the utmost

1. Not printed.

discretion with regard to facts, information and documents which they have come to know in the discharge of or during the discharge of their duty. They cannot resort to any political activity on the soil of the country which employs them. Each of the two Governments shall accord to the nationals of the other aid and protection enjoyed by its own officers in the discharge of their duties.

The personnel referred to above for this Convention are subject to the obligations of professional character resulting from the provisions governing the post which they hold. They cannot during the currency of contract exercise directly or indirectly lucrative activity, be it of whatever nature, without the authorisation from the authority in whose control they are placed.

Article 6

The expert shall be entitled to a paid leave of one month per year of actual service with possibility of accumulation up to the limit of two months.

Article 7

In case of sickness or other physical inaptitude duly noted which renders the expert incapable to exercise his/her duties, he/she is granted sick leave officially.

If the sickness occurs during a leave spent outside the country of the employer, the Contracting Party should produce a medical certificate attested by the diplomatic or consular mission of the country in which he/she stays.

The Department can require at any time examination by an authorised doctor or call for an expert medical report.

The duration of such leave on full pay cannot exceed one-twelfth of the period of contract. If on the expiry of such period the Contracting Party cannot resume his duty, the expert is either granted leave on loss of pay or placed at the disposal of his Government.

Article 8

As a special case the contract can be terminated by either Party provided a three month notice is given. Nevertheless this termination cannot intervene in the case of teachers before the end of the current semester or the current academic year.

In case of serious lapse or serious professional deficiency the expert will be placed at the disposal of his Government without notice and without any compensation.

The receiving Government can also terminate the contract without prior notice for any other reason. In such case the Government will pay a compensation equal to one month salary for every year of service.

The receiving Government will consider sympathetically any request for termination of contract duly motivated by compelling family circumstances.

The contract can, however, be terminated officially without previous notice if after signature and acceptance of the contract or during the execution of such contract the Party concerned does not take up his assignment within the period allowed by the Department which employs him, barring the case of force majeure.

B - FINANCIAL CONDITIONS

Article 9

The personnel governed by this Convention shall be paid by the employer Government a remuneration which will be specified by an exchange of letters between the two Parties.

Such remuneration is payable when it falls due.

Article 10

On his recruitment the expert shall be entitled to receive from the receiving country the passage by the most economical class :

- The payment of travelling charges for self and for his/her spouse, his/her minor children under charge subject to a limit of three;
- The payment of transport charges of his personal effects up to 40 Kgs for self and 20 Kgs for each member of his/her family;
- Every two years the expert shall be entitled in connection with his/her leave for relaxation, to the payment of charges for travelling and transport of baggage within the limits specified above for self, for his/her spouse and his/her three minor children under charge.

Article 11

The expert shall be entitled in connection with travellings or transfers for official purposes, to the payment of a daily allowance or to the reimbursement of the charges incurred in accordance with the conditions laid down by the general rules in force for the officers of the employer country of the same level exercising the same duties.

Article 12

The personnel governed by this Convention are enrolled under the general social security system of the employer country.

Article 13

The personnel governed by this Convention are amenable to the customs and fiscal regulations in force in the country of the employer. They can import and re-export personal effects, materials and instruments required for the discharge of their duties exempt from duties, taxes and fees subject to the condition that :

- (a) these articles and effects are imported latest within six months following the arrival of the expert in the receiving country;
- (b) the said articles and effects are utilised only for personal use and they are not disposed of or loaned either gratis or on payment, without paying the duties and taxes in force at the time of disposal or of leaving and observing the formalities connected with the control of foreign trade and of exchange control.

Article 14

The salaries of the experts shall be paid in local currency.

Article 15

The receiving country will place suitable accommodation at the disposal of the personnel governed by this Convention.

Article 16

The study and information travel as well as expert missions of a short duration up to two months shall be undertaken on the following conditions :

- the country of origin bears the travel charges and the expenses for personal necessities;
- the host country bears the charges of stay which include the expenditure on hotels, boarding, travelling within the country and medical care, if need be.

CHAPTER II**PROFESSIONAL AND TECHNICAL TRAINING EXCHANGE OF EXPERIENCE***Article 17*

The two Parties undertake to the extent of their possibilities to give wide access to the candidates presented by either of them to institutions of education or instruction and to ensure their training by refresher courses.

Article 18

Each of the two Contracting Parties shall undertake on the request of the other Party and according to its possibilities :

- To organise cycles, professional, technical refresher and training courses;
- To receive information and study missions;
- To place at the disposal of the other Party experts for short duration missions;
- To contribute to the equipment of professional training centres;
- To proceed to the exchange of experience and of documents in the scientific and administrative fields.

Article 19

The country in which training and professional and technical refresher courses are organised for the benefit of trainees of the other country shall bear charges on :

- training expenses;
- medical treatment;
- a scholarship according to regulations in force in the host country;

The candidate should possess sufficient prior knowledge of the medium of education of the receiving country.

Article 20

The two Parties shall work to develop close cooperation relating to the exchange of training programmes and pedagogical methods and means.

The modalities for the implementation of this shall be determined

directly by the concerned institutions and organisations of the two countries.

Article 21

This Convention takes into effect from the date and on the same conditions as the main Technical and Scientific Cooperation Agreement.

Article 22

This Convention shall have the same period of validity as that laid down for the Technical and Scientific Cooperation Agreement.

DONE at New Delhi on 28th February 1980 in two originals, in the languages Arabic, Hindi, French and English, the four texts being equally authentic.

Sd/-

P.V. NARASIMHA RAO
Minister of External Affairs
For the Government of the
Republic of India

Sd/-

MOHAMED BENYAHIA
Minister for Foreign Affairs
For the Government of the
Democratic and Popular
Republic of Algeria

EXCHANGE OF LETTERS

MINISTRY OF EXTERNAL AFFAIRS
New Delhi
28.2.1980

EXCELLENCY,

I have the honour to acknowledge receipt of your letter dated the 28th February 1980, regarding the rates of gross monthly remunerations applicable to the Indian personnel governed by the Convention relating to the application of Scientific and Technical Cooperation Agreement concluded between the Governments of the Republic of India and the Democratic & Popular Republic of Algeria, which reads as follows :

“Mr. Minister,

In continuation to the discussions which we have had in accordance with the Article 9 of the Convention relating to application of the Scientific & Technical Cooperation Agreement concluded between the Democratic & Popular Republic of Algeria and the Republic of India on the 28th February 1980, I have the

honour to specify the rates of gross monthly remunerations applicable to the Indian personnel governed by the said Convention :

1. Higher Education :

1.1 Professors (holders of a Ph.D. degree or a degree recognised equivalent and with a minimum of 8 years experience in higher education)

DA 7,500/-

1.2 Assistant Professors or Readers (holders of a Ph.D. degree or a degree recognised equivalent and with a minimum of 5 years experience in higher education)

DA 7,000/-

1.3 Post-graduates or lecturers (holders of a degree of a first post-graduation or a degree recognised equivalent, with a minimum of one year experience in higher education)

DA 6,000/-

2. Health :

2.1 Specialists and Surgeons, and also specialised Dental Surgeons holding a specialised degree the duration of such a specialised study being at least equal to a minimum of three years

DA 7,000/-

2.2 Doctors of General Medicine

DA 6,000/-

2.3 Dental Surgeons

DA 5,000/-

2.4 Pharmacists, Biologists and Bio-Sanitary Engineers

DA 4,500/-

3. Engineers :

3.1 State Engineers or Design Engineers highly qualified and whose duration of studies is at least equal to a minimum of 5 years

DA 6,500/-

3.2 Engineers whose duration of study is at least equal to three years

DA 5,000/-

These personnel will also be entitled to the following benefits :-

1. Seniority Bonus : DA 200/- per month for each slab of three years experience, up to a maximum of DA 1,000/-

2. Furnished accomodation will be placed at the disposal of the

expert who will have to pay a participation equal to 10% of his gross monthly remuneration.

3. An allowance for South fixed as per the Algerian legislation.
4. Transferable portion : 45% or 60% of their net remuneration can be transferred abroad, depending upon whether the family of the expert resides or not in Algeria.

I request you to kindly confirm your approval to what is given above.

Please accept, Mr. Minister, the assurances of high regards.

Sd/-
MOHAMED BENYAHIA
Minister for Foreign Affairs of
the Democratic & Popular Republic
of Algeria”

I have the honour to confirm that the above correctly sets out the understanding reached between us. Your letter and my reply thereto shall constitute an Arrangement between the two Governments, which should be effective from today's date.

Please accept, Excellency, the assurances of my highest consideration.

Sd/-
P.V. NARASIMHA RAO
Minister of External Affairs,
Government of the Republic
of India

His EXCELLENCY
Mr. MOHAMED BENYAHIA,
Minister for Foreign Affairs of
the Democratic & Popular Republic of Algeria
