

AGREEMENT ON TECHNICAL COOPERATION
BETWEEN THE GOVERNMENT OF THE REPUBLIC OF INDIA
AND THE GOVERNMENT OF THE STATE OF ISRAEL

The Government of the Republic of India and the Government of the State of Israel (hereinafter referred to as "the Contracting Parties");

HAVING regard to the close and friendly relations existing between them and their peoples;

DESIRING to further promote those close relations by strengthening and expanding their mutual cooperation;

CONSIDERING their common interest in the economic and social development of their peoples; and

DESIRING to promote and foster bilateral technical cooperation in a spirit of partnership;

HAVE AGREED as follows:

ARTICLE I

The Contracting Parties shall promote and foster technical cooperation between the two countries, on the basis of their expertise and capabilities, partnership, shared responsibility and mutual benefit.

ARTICLE II

Promotion of their mutual technical cooperation will be pursued through means as may be mutually agreed upon, including, inter alia, the following activities:

- (a) Exchange of experts, advisers, consultants, and technicians;
- (b) Provision of training opportunities, both academic and technical, in either country.

ARTICLE III

The competent authorities for the implementation of this Agreement shall be, on behalf of the Government of the State of Israel, the Centre for International Cooperation (MASHAV) of the Ministry of Foreign Affairs, and on behalf of the Government of the Republic of India, the Ministry of External Affairs.

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ARTICLE IV

The basic conditions under which personnel of one country will be engaged, in accordance with this Agreement, in the other country, shall include the following:

- (a) Exemption from taxes on salary in accordance with the Convention between the Republic of India and the State of Israel for the Avoidance of Double Taxation and for the Prevention of Fiscal Evasion with respect to Taxes on Income and on Capital as signed in New Delhi on 29 January 1996 and which has already been ratified and entered into force on 15 May 1996;
- (b) Exemption from liability of payment of customs duties on personal and household effects, within six months of first arrival, and with regard to India within the limits specified in the Annexure. If serviceability of any of these items as in the Annexure is substantially affected, replacements or spare parts of similar types and quality may be imported free of duty up to a reasonable limit as may be mutually agreed upon;
- (c) Grant of foreign exchange and related facilities for the purpose of remittance of salaries, emoluments etc., in conformity with their respective national laws and regulations;
- (d) Exemption from liability of payment of all custom duties, taxes and other charges on capital, equipment and material imported into the other country for the purposes of this Agreement;
- (e) Office facilities and inland transportation; and
- (f) Any other conditions as may be mutually agreed upon by the Contracting Parties.

ARTICLE V

If any dispute arises relating to the application or interpretation of this Agreement, there shall be consultations between the competent authorities of the Contracting Parties with a view to reaching an amicable solution.

ARTICLE VI

The present Agreement may be amended or supplemented by mutual consent of the Contracting Parties. Any amendment or supplement to the Agreement shall follow the same procedure as its entering into force.

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ARTICLE VII

The present Agreement shall be approved or ratified in accordance with the legal procedures of the Contracting Parties. It shall enter into force on the date of the latter of the Diplomatic Notes by which the Parties notify each other that their internal legal procedures for the entering into force of the Agreement have been complied with and shall remain in force for a period of three years. The Agreement shall be automatically renewed for further periods of three years each, unless written notice of termination is given through the diplomatic channels by either of the Contracting Parties to the other Contracting Party, three months prior to the date of expiry of the relevant period.

DONE at New Delhi on this 30th day of December 1996, which corresponds to the 9th day of Pausa of the Saka year 1918, and to the 20th day of Tevet 5757, in two original copies, each in the Hindi, Hebrew and English languages, all texts being equally authentic. In case of divergence of interpretation, the English text shall prevail.



Amar Nath Ram
Secretary,
Ministry of External Affairs
For the Government of
the Republic of India



Yehoyada Haim
Ambassador of Israel to India
For the Government of
the State of Israel

ANNEXURE

1. One personal automobile or motorcycle.
2. One radio or radio gramophone.
3. One refrigerator and/or home freezer.
4. One air conditioner per family member subject to a maximum of four.
5. Professional equipment and gazettes.
6. Minor electrical accessories and appliances.
7. One TV set.
8. One VCR.
9. One video camera.
10. One personal computer.