

No. 8598

**UNITED NATIONS,
INDIA and NORWAY**

**Agreement regarding development of fisheries in India
(with annexes). Signed at New Delhi, on 17 March 1967**

Official text : English.

Registered ex officio on 1 April 1967.

**ORGANISATION DES NATIONS UNIES,
INDE et NORVÈGE**

**Accord relatif au développement des pêcheries en Inde
(avec annexes). Signé à New Delhi, le 17 mars 1967**

Texte officiel anglais.

Enregistré d'office le 1^{er} avril 1967.

No. 8598. AGREEMENT¹ BETWEEN THE UNITED NATIONS, THE GOVERNMENT OF INDIA AND THE GOVERNMENT OF NORWAY REGARDING DEVELOPMENT OF FISHERIES IN INDIA. SIGNED AT NEW DELHI, ON 17 MARCH 1967

Preamble

Whereas the United Nations, the Government of India and the Government of Norway, having cooperated in the field of fishery development under an Agreement of the 17th October, 1952,² and supplementary Agreements of the 24th January, 1953, the 21st April, 1956 and the 27th November, 1961,

Taking into account that these Agreements expire on the 31st March, 1967;

Whereas the Government of India and the Government of Norway have agreed to carry out a further programme of development activities in the field of fisheries;

Whereas the United Nations welcome the further collaboration of the Governments of India and Norway and the opportunity to render such assistance as may be appropriate in accordance with its governing resolutions;

Now therefore, the Parties to this Agreement, having consulted together, hereby agree as follows:

Article I

OBJECTIVES

1. The Government of India and the Government of Norway will jointly undertake:

(a) The completion of construction works initiated under the supplementary Agreement of the 27th November, 1961 as stated in Annex I;

(b) Off-shore and deep sea exploratory fishing;

¹ Came into force, as between the United Nations and India, on 1 April 1967, in accordance with article V

² United Nations, *Treaty Series*, Vol 141, p 121.

(c) Practical training and demonstration of modern technology ashore and at sea ;

(d) Procurement of machinery and equipment for vessels and shore installations.

2. These tasks shall be carried as an Indo-Norwegian Project (hereafter called the Project), utilising facilities available to the Indo-Norwegian Project established under previous Agreements, as mutually agreed.

3. The Project shall provide for practical training of personnel required in the development of Indian fisheries. The Norwegian personnel will endeavour to train Indian personnel in methods, techniques and practices of their professions and trades in order to enable the Indian counterparts and other personnel to take over all technical, operational and advisory functions as early as possible but not later than the termination of this Agreement.

Article II

ORGANISATION AND ADMINISTRATION

1. The Agreement shall be implemented by the Ministry of Food and Agriculture, (The Ministry), on behalf of the Government of India and by the Norwegian Agency for International Development (NORAD) on behalf of the Government of Norway.

2. A Standing Committee for the Project shall be established.

3. The Standing Committee will normally meet once a year and shall :

(a) Advise on policy matters,

(b) Recommend annual plans of operation with annual budgets,

(c) Approve annual reports, and

(d) Submit its recommendations to the Ministry and to NORAD.

4. Provisions for the composition and rules of business of the Standing Committee are set forth in Annex II to this Agreement.

5. (a) The administration and management of the Project shall be vested in an Executive Board of three members, consisting of the Chairman of the Standing Committee and two directors, one Indian and one Norwegian, to be appointed for the Project by the Ministry and NORAD respectively. The Chairman of the Standing Committee shall be the chairman of the Executive Board.

(b) The Executive Board shall normally meet every two months or upon request by one of the members. To form a quorum all members of the Executive Board must be present. Decisions should normally be unanimous. If so desired by any member any dissent will be recorded and the Ministry and NORAD informed.

(c) The Executive Board shall submit to the Standing Committee :

- (i) recommendations on policy and other matters,
- (ii) proposals for annual plans of operation and budgets,
- (iii) annual reports.

(d) The Executive Board shall be responsible for the execution of approved annual plans of operation within the approved budgets.

(e) The Executive Board shall recommend the grades and appointments of Indian personnel within its purview and approve appointments of Norwegian personnel.

6. (a) The Indian Director shall be responsible for :

- (i) administrative matters pertaining to the Project,
- (ii) the utilisation of Indian funds within the approved annual budgets,
- (iii) the supervision and administration of Indian personnel in non-technical matters.

(b) The Norwegian Director shall be responsible for :

- (i) the technical direction and supervision of instructional, operational and advisory functions.
- (ii) The utilisation of Norwegian funds within the approved annual budgets,
- (iii) the supervision and administration of Norwegian personnel in non-technical matters.

7. The Headquarters of the Project shall be at Ernakulam, Kerala.

Article III

CONTRIBUTIONS TO THE PROJECT

1. The Government of India shall provide :

- (a) Indian personnel,
- (b) Land, sites, buildings and all other constructions and installations required to attain the objectives of the Agreement,
- (c) Equipment, machinery, permanent and consumable stores, and all other items available in India,