

भारत गणराज्य की सरकार और सीरिया अरब गणराज्य
की सरकार के बीच सांस्कृतिक करार

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भारत गणराज्य की सरकार और सीरिया अरब गणराज्य
की सरकार ने,

अपने-अपने देशों के बीच मैत्रीपूर्ण संबंधों की और अधिक
सुदृढ़ बनाने तथा अपने ऐतिहासिक संबंधों और अपनी सामान्य
सभ्यता को मजबूत करने तथा विज्ञान और प्रौद्योगिकी के क्षेत्र में
शैक्षिक कार्यकलापों सहित शिक्षा, संस्कृति तथा कलाओं के विभिन्न
क्षेत्रों में सहयोग बढ़ाने की इच्छा से,

वर्तमान सांस्कृतिक करार करने का निश्चय किया है और
इस प्रयोजन के लिए निम्नलिखित की अपने-अपने पूर्णाधिकारी
मनीनीत किए हैं :

भारत गणराज्य की सरकार की ओर से	प्रो० एस० नूरुल हसन शिक्षा, समाज कल्याण तथा संस्कृति मंत्री
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सीरिया अरब गणराज्य की सरकार की ओर से	अब्दुल हलीम अद्दाम उप-प्रधान मंत्री तथा विदेश मंत्री
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जो अपने-अपने प्रत्यक्ष पत्रों का आदान-प्रदान करने पर
उन्हें सही और सभ्यक रूप का पाकर निम्नलिखित बातों के लिए
सहमत हो गए हैं :-

अनुच्छेद -1

संविदाकारी प्रकार आदान-प्रदान के आधार पर तथा
संयुक्त राष्ट्र के घोषणा-पत्र के अनुसार, विज्ञान और प्रौद्योगिकी
के क्षेत्र में शैक्षिक कार्यकलापों सहित, शिक्षा, संस्कृति तथा कलाओं
के विभिन्न क्षेत्रों में अपने-अपने देश के बीच सहयोग को प्रोत्साहित
करेंगे तथा बढ़ावा देंगे । वे उपरोक्त क्षेत्रों में प्राप्त अनुभव तथा

प्रगति संबंधी सूचना का भी आदान-प्रदान करेंगे ।

अनुच्छेद - 2

संविदाकारी पक्षकार शैक्षिक संस्थाओं, विश्वविद्यालयों, अकादमियों, स्कूलों, तकनीकी, वैज्ञानिक तथा कला संस्थाओं, अनुसंधान केन्द्रों, पुस्तकालयों तथा संग्रहालयों के बीच सहकारिता की बढ़ावा देंगे तथा प्रोत्साहित करेंगे । इस उद्देश्य की प्राप्ति के लिए संविदाकारी पक्षकार अपने-अपने कानूनों तथा विनियमों के अनुसार निम्नलिखित को प्रोत्साहित करेंगे :

- (क) सांस्कृतिक, शिक्षा, विज्ञान तथा कला के क्षेत्रों में व्यक्तियों तथा शिष्टमण्डलों के भ्रमण का आदान-प्रदान ;
- (ख) सांस्कृतिक, वैज्ञानिक और शैक्षिक सामग्री का विनियम, पुस्तकों, पत्रिकाओं, वैज्ञानिक, तकनीकी और सांस्कृतिक प्रकाशनों का अनुवाद तथा विनियम ; और पाण्डुलिपियों तथा दस्तावेजों की प्रतियों और यथासंभव पुरातत्वीय नमूनों का विनियम ; और
- (ग) वैज्ञानिक, सांस्कृतिक, ऐतिहासिक कला और स्कूल प्रदर्शनियों का विनियम ।

अनुच्छेद - 3

संविदाकारी पक्षकार निम्नलिखित को प्रोत्साहित करेंगे :

- (क) अध्यापन, व्याख्यान देने तथा पाठ्यक्रम संचालित करने के लिये अध्यापकों, विश्वविद्यालयों के प्रोफेसर्स और विशेषज्ञों के पारस्परिक भ्रमण ;
- (ख) साहित्यिक, वैज्ञानिक, तकनीकी, कला, पत्रकारिता संस्थाओं, सोसायटियों और संगठनों के प्रतिनिधियों का एक दूसरे के यहाँ जाना तथा सम्मेलनों में भाग लेना ।

अनुच्छेद - 4

प्रत्येक संविदाकारी पक्षकार दूसरे पक्ष के देश के भाषाओं की शैक्षिक, सांस्कृतिक, तकनीकी तथा वैज्ञानिक क्षेत्रों में उच्च अध्ययन के लिये यथासंभव प्रोत्साहित करेगा ।

अनुच्छेद - 5

संविदाकारी पक्षकार सरकारी माध्यम से छात्रवृत्तियाँ/ शिक्षावृत्तियाँ प्रदान करेगा, ताकि एक दूसरे देश के छात्र विज्ञान, प्रौद्योगिकी तथा मानविकी के क्षेत्रों में विभिन्न स्तरों पर अपना अध्ययन तथा प्रशिक्षण जारी रख सकें ।

अनुच्छेद - 6

संविदाकारी पक्षकार प्रत्येक देश में प्रचलित कानूनों के अनुसार दोनों देशों के विश्वविद्यालयों तथा अन्य शैक्षिक संस्थाओं द्वारा प्रदान की गई डिग्रियों, डिप्लोमाओं तथा प्रमाणपत्रों की पारस्परिक मान्यता को सुकर बनाने का प्रयत्न करेगा ।

अनुच्छेद - 7

प्रत्येक संविदाकारी पक्षकार, दूसरे पक्षकार को, अपने यहां की जीवन-पद्धति और संस्कृति के विषय में सही बातों की सूचना प्रदान करेगा, ताकि उसे निर्धारित पाठ्यचर्या में शामिल किया जा सके ।

अनुच्छेद - 8

प्रत्येक संविदाकारी पक्षकार अपने-अपने देशों में दूसरे पक्षकार की राष्ट्रीय भाषा के अध्ययन को यथासंभव प्रोत्साहित करेगा, ताकि दोनों देशों के राष्ट्रिक एक दूसरे की सामान्य सांस्कृतिक परम्परा से लाभ उठा सकें ।

अनुच्छेद - 9

प्रत्येक संविदाकारी पक्षकार अपने-अपने देश में शैक्षिक तथा सांस्कृतिक कार्यों में रत मैत्री संघों के सांस्कृतिक केन्द्रों की

स्थापना को स्थानीय कानूनों तथा दोनों सरकारों की अपनी सामान्य नीति के अनुसार प्रोत्साहित करेगा, बशर्त कि ऐसे केन्द्रों की स्थापना से पूर्व दोनों पक्षकारों द्वारा संबंधित सरकार से पूर्व अनुमति प्राप्त कर ली गई हो ।

अनुच्छेद - 10

संविदाकारी पक्षकार निम्नलिखित क्षेत्रों में आदान-प्रदान की सुकर बनाएंगे :

- (क) कलाकारों द्वारा कला प्रदर्शन ;
- (ख) प्रत्येक देश द्वारा आयोजित अन्तर्राष्ट्रीय फिल्म समारोहों में भाग लेना ; और
- (ग) फिल्मों, कृत चित्रों, रेडियो और टेलीविजन कार्यक्रमों, रिकार्डिंग, डिस्कों और टेपों का आदान-प्रदान ।

अनुच्छेद - 11

संविदाकारी पक्षकार खेल तथा स्पोर्ट्स संगठनों के बीच सहयोग को प्रोत्साहित करेंगे । वे खेल की टीमों का आदान-प्रदान करेंगे और खेलों के मैच भी आयोजित करेंगे ।

अनुच्छेद - 12

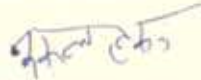
वर्तमान करार की कार्यान्वित करने के लिए प्रत्येक संविदाकारी पक्षकार अपनी-अपनी सरकारों के प्राधिकार के अन्तर्गत वार्षिक अथवा आवधिक प्रशासनिक कार्यक्रमों की तैयार करने के लिए अपने-अपने प्रतिनिधियों को मनोनीत करेगा ।

अनुच्छेद - 13

वर्तमान करार अनुसमर्थन लिखितों के विनिमय की तारीख से लागू होगा और उस समय तक लागू रहेगा जब तक कि दोनों में से कोई भी संविदाकारी पक्षकार दूसरे पक्षकार के करार को अंतसित करने के अपने आशय की लिखित रूप में कम से कम छः महीनों की पूर्व सूचना न दे ।

नई दिल्ली में 1897 (शब्) के कार्तिक मास के ब्राह्मसते
दिन तदनुसार 1975 (ईसवी सन्) के नवम्बर मास के तेरहवें
दिन हिन्दी, अरबी और अंग्रेजी भाषाओं में दो-दो मूल प्रतियों में
किया गया । सन्देश की दशा में अंग्रेजी पाठ अभिभावी होगा ।

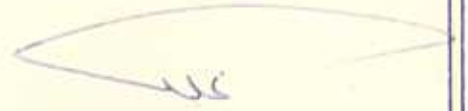
भारत गणराज्य की सरकार
की ओर से



(राम० नूरुल हसन)

शिक्षा, समाज कल्याण तथा
संस्कृति मंत्री

सीरिया अरब गणराज्य की सरकार
की ओर से



(अब्दुल हलीम खददाम)

उप- प्रधान मंत्री तथा
विदेश मंत्री

CULTURAL AGREEMENT BETWEEN THE
GOVERNMENT OF THE REPUBLIC OF INDIA
AND
THE GOVERNMENT OF THE SYRIAN ARAB REPUBLIC
.....

The Government of the Republic of India and the Government of the Syrian Arab Republic,

DESIROUS of strengthening the bonds of friendship between their respective countries, and to further their historical relations and consolidate their common civilization, and to increase co-operation in the various fields of education, culture and art, including academic activities in the field of science and technology,

HAVE decided to conclude the present Agreement and for this purpose have designated the following as their plenipotentiaries:

On behalf of the Government
of the Republic of India

Prof. S. Nurul Hasan,
Minister for Education,
Social Welfare & Culture

On behalf of the Government
of the Syrian Arab Republic

Mr. Abdul Halim Khaddam,
Deputy Prime Minister
and Minister of Foreign
Affairs

Who, upon exchange of their credentials, which were found good and in due form, have agreed as follows:-

ARTICLE 1

The Contracting Parties shall encourage and promote co-operation between their respective countries in various fields of education, culture and arts, including academic activity in the field of science and technology on the basis of reciprocity and in accordance with the Charter of the United Nations. They shall also exchange information as to the experience and progress they have achieved in the above mentioned fields.

ARTICLE 2

The Contracting Parties shall promote and stimulate co-operation between educational institutions, universities, academies, schools, technical, scientific and art institutions, research centres, libraries and museums. To achieve this objective, the Contracting Parties shall encourage in accordance with their respective laws and regulations:

- a) Exchange of visits by individuals and delegations in the fields of culture, education, science and arts;
- b) Exchange of cultural, scientific and educational materials, translation and exchange of books, periodicals, scientific, technical and cultural publications; and copies of manuscripts and documents, and as far as possible exchange of archaeological specimens; and
- c) Exchange of scientific, cultural, historical art and school exhibitions.

ARTICLE 3

The Contracting Parties shall encourage:

- a) Reciprocal visits of teachers, professors of universities and experts for teaching, delivering lectures and organising courses;
- b) Reciprocal visits of representatives of literary, scientific, technical, art, journalistic institutions, societies and organisations and participation in congresses.

ARTICLE 4

Each Contracting Party shall as far as possible, encourage students from the country of the other party for higher studies in pedagogical, cultural, technical and scientific fields.

ARTICLE 5

The Contracting Parties shall provide scholarships/

fellowships through official channels to enable each other's students to pursue their studies at different stages and training in the fields of science, technology and humanities.

ARTICLE 6

The Contracting Parties shall try to facilitate the mutual recognition by universities and other educational authorities in the two countries of the degrees, diplomas, and certificates awarded by them in accordance with the laws prevailing in each country.

ARTICLE 7

Each Contracting Party shall supply to the other party information giving correct idea about its way of life and culture for inclusion in the prescribed syllabi.

ARTICLE 8

Each Contracting Party shall encourage the study, to the extent possible, of the national language of the other party in its country to enable the nationals of the two States to benefit from their common cultural heritage.

ARTICLE 9

Each Contracting Party shall encourage the establishment in its country of cultural centres or friendship associations devoted to the pursuits of educational and cultural activity in other's country in accordance with the local laws and general policy of each of the two Governments provided prior clearance of the Government concerned is obtained by the two sides before such centres are established.

ARTICLE 10

The Contracting Parties shall facilitate exchange in the following fields:

- a) Performances by artists;

ARTICLE 10

The Contracting Parties shall facilitate exchange in the following fields:

- a) Performances by artists;
- b) Participation in International Film Festivals organised by each country; and
- c) Exchange of films, documentaries, radio and television programmes, recordings, discs and tapes.

ARTICLE 11

The Contracting Parties shall encourage co-operation between sports and athletic organizations. They shall also exchange sports teams and organize matches in sports.

ARTICLE 12

Each of the Contracting Parties shall, in order to implement the present Agreement, designate their representatives to draw up, under authority from their Governments, annual or periodical executive programmes.


ARTICLE 13


The present Agreement shall enter into force from the date of exchange of the Instruments of Ratification and shall remain in force unless one of the Contracting Parties notifies the other party of its desire to terminate the Agreement, by giving no less than six months notice in advance in writing to the other party.

Done in New Delhi this Twentysecond day of Kartika of the Saka year 1897 corresponding to the Thirteenth day of November, 1975 (A.D.) in two originals each of the Hindi, Arabic and English. In case of doubt the English text shall prevail.

FOR THE GOVERNMENT OF
THE REPUBLIC OF INDIA

FOR THE GOVERNMENT OF
THE SYRIAN ARAB REPUBLIC


(S. Nurul Hasan)
Minister for Education
Social Welfare & Culture


(Abdul Halim Khaddam)
Deputy Prime Minister and
Minister of Foreign Affairs



FAKHRUDDIN ALI AHMED
PRESIDENT OF INDIA

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS it is expedient to appoint a fit and proper person with Full Power and Authority to sign on behalf of the Government of the Republic of India the Cultural Agreement between the Government of the Republic of India and the Government of the Syrian Arab Republic;

NOW THEREFORE I, FAKHRUDDIN ALI AHMED, President of India, do herewith by these Presents name, constitute and appoint Professor S. Nurul Hasan, Minister of Education, Government of India, as the Representative of the Government of India having Full Power and Authority to sign the said Agreement on behalf of the Government of India.

IN WITNESS WHEREOF, I have signed these Presents and caused my Seal to be affixed hereunto at New Delhi this the

nineteenth day of Kartika of the Saka year one
thousand eight hundred and ninety seven corresponding
to the tenth day of November of the year one thousand
nine hundred and seventy five A.D., in the twenty sixth
year of the Republic of India.




PRESIDENT OF INDIA

EXECUTIVE PROGRAMME OF THE CULTURAL
AGREEMENT BETWEEN THE REPUBLIC OF
INDIA AND THE SYRIAN ARAB REPUBLIC
FOR THE YEARS 1980,1981 AND 1982

In implementation of the Cultural Agreement signed between the Republic of India and the Syrian Arab Republic in New Delhi on 13th November,1975, and ratified by them, the two sides have agreed on the following Executive Programme for the years 1980,1981 and 1982.

I. EDUCATION,HIGHER EDUCATION AND SCIENCE

1. The Syrian Arab side will send and the Indian side will receive an expert in curriculum to acquaint himself with the methods of curriculum development and preparation of school text books for a period of two weeks.
2. The Syrian Arab side will send and the Indian side will receive two persons working in the sphere of teacher training to acquaint themselves with the training of teachers. The deputation will be for a period of one month.
3. The Syrian side will send and the Indian side will receive one expert for studying the problem of school drop-outs for a period of two weeks.

4. The Syrian side will send and the Indian side will receive two workers in the field of education and T.V. for a period of 2-4 weeks for studying the Indian experience.

5. The Syrian Arab side will send and the Indian side will receive an expert in Arabic language and philology possessing sufficient experience and adequately qualified to be able to draw up syllabi and prepare material for teaching Arabic. The expert shall have adequate knowledge of English and shall be able to assist the Central Institute of English and Foreign Languages, Hyderabad, in the Department of Arabic Language. The duration and other conditions of expert's deputation will be settled through official correspondence between the two sides.

6. The Indian side will send and the Syrian Arab side will receive one Professor of Indian Sociology for teaching at the University of Damascus. The duration of the deputation and other terms and conditions will be settled through diplomatic channels.

7. The Indian side will give to the Syrian Arab side a familiarisation scholarship for one physician for a period of three weeks to enable him to acquaint himself with the working of School Health Scheme in India.

8. The Indian side will send and the Syrian Arab side will receive two Indian doctors for a period of two weeks to enable them to acquaint themselves with the working of the School Health Scheme in Syria.

9. The Indian side will send and the Syrian Arab side will receive three anaesthetists, one radiologist and one specialist in physiological treatment. The duration and other terms and conditions between the two sides will be settled through diplomatic channels.

10. The Indian side will offer 4 to 5 scholarships annually for higher studies i.e. post-graduate studies. The fields of specialisation will be agreed upon through diplomatic channels.

11. The Syrian side will offer one scholarship annually for study of Arabic language in Syrian institutions.

12. The two sides will exchange curriculum and school text books of various educational levels.
13. The two sides will exchange publications, books, and bulletins in various educational, scientific and technical fields.
14. The two sides will offer facilities for the participation of two or three academicians from both countries in the international and national conferences which are held in their respective countries.
15. The two sides shall encourage each other's scholars in Area Studies Programme.
16. The two sides will exchange three to four professors for delivering lectures, undertaking study visits and researches. The duration of deputation and other terms and conditions will be settled through diplomatic channels.
17. The two sides will exchange three scholars for scientific research for a period of three to twelve months for the teachers in the universities in order to enable them to carry out scientific researches in the fields of specialisation which will be agreed upon between the two sides through diplomatic channels.

18. The two sides will encourage bilateral cooperation between the universities of the two countries.

19. The two sides will study the conditions pertaining to the equivalence of degrees of their countries with a view to arriving at the mutual recognition of the degrees/diplomas/certificates awarded by the educational institutions of the two countries in accordance with the laws, rules and regulations of the two countries.

II. ART AND CULTURE

20. The Syrian side will send and the Indian side will receive an exhibition of plastic/graphic arts to be accompanied by an expert. The dates and duration will be fixed through diplomatic channels.

21. The two sides will exchange children's books and teaching materials for adult education.

22. The two sides will exchange the visit of two experts in the field of museums and archaeology to conduct studies in the subjects pertaining to these fields for a period of two weeks.

23. The two sides will exchange a folklore arts troupe or a performing/dancing arts group. The dates and duration of visits will be settled through diplomatic channels.
24. The two sides will encourage exchange of materials between libraries, museums and other institutions of art.
25. The two sides will exchange publications, books and bulletins in various cultural fields.
26. The two sides will exchange feature film festivals and festivals of documentary films of the two countries.

III. MASS MEDIA

27. Both sides will implement the programmes which have been finalised between their respective mass media organisations.

IV. YOUTH COOPERATION AND STUDENTS

28. Prompted by their earnest desire to develop mutual acquaintance between students of each other's country on solid foundations, the two sides will evolve cooperation between the youth and student organisations of the two countries.

The Indian side will extend necessary assistance to the Syrian students studying in India represented by the official responsible student organisation of the Syrian Arab Republic with the object of carrying out its social and vocational activities and strengthening friendship with the Indian students within the laws prevalent in India.

The Syrian Arab side will also extend the same facilities to Indian students in Syria.

V. FINANCIAL PROVISIONS

29. Short Term Exchanges

The short term exchanges which will not exceed six months in duration will be carried out as follows:

(a) Sending side

The sending side will bear expenses on travel both ways between the two countries, except when it has been decided other-wise with the agreement of the two sides.

(b) Receiving side

The receiving side will bear expenses

on the following:

- (i) All expenses on stay (boarding and lodging)
- (ii) Pocket allowance in accordance with the financial rules and regulations of the two countries.
- (iii) expenditure on internal travels and transportation required by the nature of the work as considered by the receiving side.
- (iv) Medical care.

30. Long Term Exchanges

The long term exchanges exceeding a period of six months will be carried out as follows:

The financial conditions will be agreed upon between authorities concerned of the two sides through official correspondence and diplomatic channels.

31. Scholarships

(a) The sending side will bear travel expenses both ways between the two countries.

(b) The financial condition for scholarships and fellowships will be ruled by the provisions existing in the two countries.

(c) Permission for wives/spouses to accompany scholars, provided no additional financial commitment is involved, may be given within the framework of the rules and regulations in force in the universities and institutions of higher education.

32. Exhibitions

(a) The sending side will meet expenses in connection with transport of the exhibition to the capital of the receiving country as well as the expenses on its return from capital of the receiving country.

(b) The sending side will bear the costs of insurance.

(c) The receiving side will bear the expenses of transporting the exhibition from one place to another within its territory as well as the expenses of organising it and publicity for the exhibition. It will also take necessary measures for the protection of the exhibition and safety/maintenance of the exhibits.

(d) If the sending side suffers a loss owing to damage to its exhibits, the receiving side is obliged to furnish the former with all documents concerning the damage which could enable the

sending side to obtain compensation from the insurance company concerned. The costs connected with the preparation of this document will be borne by the receiving side.

33. Organisation of Artistic Performances

The same financial terms as are applicable to the short term exchanges, will be applied to the organisation of performances by the art troupes.

VI. GENERAL PROVISIONS

34. Scholarships for studies, training and familiarisation will be exchanged through official authorities only which will be decided by each of the two countries' Governments in their respective countries. For that :

(a) The application of any student for any of the above scholarships will be considered only by these authorities.

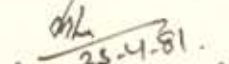
(b) No student will be allowed to change the subject of study without the permission of his Government.

35. The Professor or expert or technical person or any specialist sent to Syria or India will have a sound knowledge of either English or French.

36. Films, publications, magazines, bulletins and books exchanged under this executive programme will be translated into either French or English wherever possible.
37. This programme will not prevent the possibility of organising educational, cultural, scientific, arts and mass media exchanges not mentioned therein but which may be agreed upon through diplomatic channels.
38. Individual articles of this programme may be amended or changed with the agreement of both sides.
39. Both sides will exchange notes, and cooperate in the working of this programme.


Done in New Delhi on 3rd day of Vaisakha, 1903(SAKA) corresponding to the 23rd April, one thousand nine hundred and eighty one in two originals each in Hindi, Arabic and English, all the texts being equally authentic.

FOR THE GOVERNMENT OF
THE REPUBLIC OF INDIA


25.4.81.
(S.B.CHAVAN)

MINISTER OF EDUCATION
AND SOCIAL WELFARE

FOR THE GOVERNMENT OF
THE SYRIAN ARAB REPUBLIC


(MOHAMMED NAJEEB AL-SAID
AHMAD)
MINISTER OF EDUCATION