

**VI CULTURAL EXCHANGE PROGRAMME  
BETWEEN THE GOVERNEMENT OF THE REPUBLIC OF  
INDIA AND THE GOVERNMENT OF THE ITALIAN  
REPUBLIC FOR THE YEARS 2003-2005**

Pursuant to the provisions of Article 9 of the Cultural Agreement entered between the Government of the Republic of India and the Government of the Italian Republic signed on November 9th 1976;

The Indian Party and the Italian Party, desiring to develop cultural relations between their respective countries

Have agreed as follows:

**EDUCATION**

Primary Education

1.1 The Parties will exchange books, publications and audiovisuals for enhancing the knowledge of their respective cultures and education system and methods.

1.2 The Parties agree that all initiatives in the field of school education shall be communicated through diplomatic channels by the relevant Ministries of each of the two Countries

Language Teaching

1.3. The Parties shall promote the study of their respective languages and cultures in each country.

In this respect, the Italian Party, on the basis of the funds available in the annual budget, will provide books on Italian language, literature, history and geography, through diplomatic channels, for the dissemination of the Italian language and culture to Indian cultural institutions requesting them.



1.4 The two Parties acknowledge the importance of expanding the teaching of Italian language and culture in India, and are agreeable to explore the feasibility of incorporating Italian studies at school and university level.

1.5 The Parties will continue to encourage exchanges of lecturers of Italian language and literature and of Hindi language and literature as well as Sanskrit and other Indian languages, as proposed and decided upon by the relevant academic institutions. The Parties will cooperate in the preparation of books and audio visual aids designed for the teaching of Hindi and Italian.

1.6 The Italian Party is ready to provide financial support for teaching of Italian language in Jawaharlal Nehru University, New Delhi, Jadavpur University, Calcutta and other Universities of Goa, Banaras, Bangalore, Chennai, Kerala and Shantiketan.

1.7 The Parties will promote exchange of university professors for the teaching of Sanskrit and Italian and for specific areas of Indian and Italian studies.

#### Higher Education

1.8 The Parties shall encourage co-operation between universities and higher education institutions of their respective countries, through:

- a) the establishment of agreements and conventions in particular in the fields of international law, architecture and planning, modern and contemporary history;
- b) the exchange of professors; information and data;
- c) activities in the field of the conservation and promotion of archaeological heritage .

1.9 During the period of implementation of this Programme the two Parties shall exchange annual visits of 5 university teachers and/or researchers for 10 days giving priority to the visits aimed at setting out university co-operation.

1.10 In the framework of the internationalization of the Italian university process, the Italian Ministry for University and Scientific Research (Ministry of Education, University and Research at present) has started, in the year 2000, the collaboration between the Politecnico of Turin and the Raman Research Institute,



Bangalore (Internationalization of Ph.D Institute of the Politecnico of Turin) aimed at fostering joint research master and Ph.D programs courses. The Parties shall encourage the establishment of a convention and joint research projects between the Politecnico of Milan and the School of Planning and Architecture of New Delhi and to open at the latter school, two master courses in the field of interior design and monument restoration and furthermore a course on Italian language.

## SCHOLARSHIPS

2.1 Each Party shall award mutually scholarships during the academic years under this Programme. Duration of scholarships and fields of study shall be worked out through diplomatic channels. The Italian Party shall award 64 man/months scholarships to Indian citizens.

2.2 Each Party may change the number of man/months scholarships offered for the following academic years, in accordance with the funds available each financial year. All changes shall be notified through diplomatic channels.

## CULTURE AND ART

3.1 The Parties will exchange art exhibitions of high standards -the logistics shall be determined through diplomatic channels on a case by case basis; financial arrangements will be determined according to the Annexe II (General and Financial Provisions, IIc Art Exhibitions).

3.2 The Italian Party is willing to present the exhibition "Federico Peliti, an Italian photographer at the time of Queen Victoria " organised by the National Institute for Graphics in collaboration with suitable institutions in India.

3.3 The Parties shall exchange events in the fields of music, dance, theatre and cinema and shall favour the exchange of information on festivals, celebrations and major cultural events organised in their respective countries. The arrangements for the exchange of cultural events, including financial



requirements, shall be undertaken through diplomatic channels on a case by case basis.

3.4 The Indian Party and the Italian Party will favour the participation respectively in the "Venice Biennale" and the "Triennale of India 2003". The participation in the "Venice Biennale" will comply with the provisions in the by-laws of the above-mentioned Institution.

3.5 Roma Europa Foundation is willing to cooperate with Indian institutions in order to produce joint initiatives in the field of cultural activities, with particular regard to art creation in collaboration with a corresponding Indian institution.

## PROTECTION OF CULTURAL HERITAGE

3.6 The Parties shall promote co-operation in cultural and art heritage restoration. With this aim they shall favour the co-operation between their relevant administrations also through the exchange of information and experiences and training initiatives in the field of preservation and restoration of cultural heritage. Details shall be determined through diplomatic channel.

3.7 The Parties agree to co-operate against illegal trafficking of cultural assets through preventing, repressing and finding remedies according to national legislation with respect to International UNESCO Convention (1970) obligations on prevention and prohibition of import, export or transfer of cultural assets property.

The Parties shall examine the possibility of setting up a working group for this purpose. The Parties shall also undertake to co-operate in order to facilitate the identification and return to the right holders of any works of arts or cultural property, which has entered their territory by illegal means.

3.8 The Parties shall endeavour to promote studies and research in the fields of linguistics, philology, history, archaeology and history of art, philosophy, religion and social anthropology.



The “ Istituto Italiano per l’Africa e l’Oriente (IsIAO) expresses its interest to develop studies and research, in collaboration with Indian cultural and scientific bodies, in the field of linguistic, philology history, archaeology and history of arts, philosophy, religions, and social anthropology.

IsIAO is also interested in creating an Observatory on Social, Economic and Cultural Reality of Contemporary India.

The “ Museo Nazionale di Arte Orientale”, also in collaboration with IsIAO, is interested in starting collaboration with similar Indian Institutions in particular in the field of regional and popular arts.

## MUSEUMS AND ARCHAEOLOGY

3.9 The Parties shall encourage co-operation between their respective museums administrations, through the exchange of experts of cataloguing, restoring and promotion of art works for museum regulations, particularly on scientific and technological criteria and museum advancement. They shall also encourage the exchange of scientific publications, copies of documents and other publication about museums on a reciprocal basis.

3.10 The Parties shall promote and favour archaeological or anthropological studies, research and missions by the other Party in its own territory.

3.11 The Institute for Art and Restoration “ Palazzo Spinelli” expresses its interest in establishing collaboration with relevant Indian Institutions.

## ARCHIVES

3.12 The Parties shall encourage co-operation between their respective Archives and Administrations, through the exchange of scientific publications, microfilms, copies of documents and regulations, in compliance with their current national legislation and on a reciprocal basis.

The Archive Administrations of the two countries shall exchange information and know-how about the conservation and the most updated technics of restoration of archive documents.



3.13 The Italian Party (Ministry for Cultural Heritage and Activities, Directorate General for Archives) expresses its willingness to organize training particularly on preservation and restoration at the Dye Transfer, Bookbinding and Restoration Centre of the State Archives.

3.14 The Parties shall facilitate access to the historic archives of their Ministries of Foreign Affairs, subject to their respective national laws, and facilitate the exchange of publications.

## LIBRARIES AND PUBLISHING

3.15 The Parties shall promote the exchange of books, publications and periodicals between Libraries, Academies and Cultural Institutions in the two countries.

3.16 The Parties shall carry out, in accordance with their own legislation, the exchange of copies and microfilms of the books kept in State Libraries.

3.17 During the period of validity of this Programme, the Parties shall exchange 1 librarian for a study visit for a period not exceeding 10 days Details shall be defined through diplomatic channels on a reciprocity basis.

3.18 During the period of validity of this Programme, both Parties shall, upon request, exchange experts on conservation, restoration cataloguing, computer technology, library building and the promotion of library assets. The expenses will be borne by the requesting Party.

3.19 The Italian Party (Directorate General for Book Heritage and Cultural Institutes, Ministry of Cultural Heritage and Activities) is willing to send books on any subject to universities and cultural institutions which submit a request through diplomatic channels. The Indian Party agrees to reciprocate.



3.20 The Italian Party (Directorate General for Book Heritage, Ministry of Cultural Heritage and Activities) is willing to send, during the period of implementation of this Programme, a publishing exhibition focusing on the preservation and utilisation of book heritage.

3.21 The Italian Party offers the following awards and grants :

- Awards and financial contributions (Directorate General for Cultural Promotion and Cooperation, Ministry of Foreign Affairs) to Italian and/or Indian publishers and translators formulating proposals aimed at the diffusion abroad of Italian books and culture, for the diffusion and translation of literary and scientific works and for the translation, dubbing and subtitling of short and long motion pictures . Applications should be forwarded to the Ministry of Foreign Affairs, Directorate General for Cultural Promotion and Cooperation, Ufficio I, through Italian Diplomatic Missions and Cultural Institutes abroad by March 31st or September 30th;
- "National Awards for Translation", under the High Patronage of the Italian President of the Republic, assigned by the Ministry of Cultural Heritage, to Italian and foreign translators and publishers. Applications should be forwarded to the Ministry of Cultural Heritage and Activities or through the Italian diplomatic Missions or Italian Cultural Institutes abroad by March, the 31st .
- The Centre for Translators and for Initiatives aimed at Supporting Translation, Ministry of Cultural Heritage and Activities, Servizio IV Promozione del Libro e della Letteratura, is willing to establish contacts with Indian institutions.
- Awards to translators of Italian books into foreign languages are assigned by the Presidency of the Council of Ministers. Applications should be forwarded to the Presidency of the Council of Ministers by September 30th.

3.22 The Parties agree to foster bilateral cooperation between their respective public competent bodies in the field of copyright and related rights . The competent Italian body is the Ministry for Cultural Assets and Activities, Segretariato Generale, Servizio XI, Diritto d'Autore e Vigilanza S.I.A.E.. The competent Indian body is the Ministry of Human Resource Development.



## CINEMA RADIO-TV

3.23 The Parties will favour the reciprocal organization of film reviews and exchange of information and documents and shall promote the co-operation in the field of co-production, distribution and film marketing.

3.24 The Parties will facilitate the reciprocal participation in important film festivals of the other Country.

3.25 The Parties shall encourage exchanges in the radio and television fields to promote knowledge in the relevant fields and with that in view:

- organize vocational courses and temporary stays for professional updating for journalists, technicians and programmers, possibly even utilising the scholarships offered by the two Countries;
- facilitate the participation in festivals and radio-tv programme reviews in the two countries;
- organize radio-tv programme festivals.

To the same purpose, the Parties will consider the possibility of exchanging TV programmes to be broadcasted on their public channels, in order to enhance information on their cultural production and heritage among the general public.

## 4 FINAL PROVISIONS

4.1 This Programme does not exclude the possibility for the Parties to agree, through diplomatic channels, exchanges not included in the present agreement authorized in advance by the competent bodies of the two Countries.

4.2. Financial arrangements for implementing this Programme shall be agreed upon case by case by the appropriate bodies of the two Countries.

4.3. The Parties agree that all initiatives set out in this Programme shall be implemented within financial limits of the annual budget of each Country.



4.4 The Annexes I and II constitute an integral part of this Programme.

4.5. The date of the next meeting of the Joint Commission shall be agreed upon through diplomatic channels.

This Programme shall remain valid until the signing of a new one not later than 2006.

Done in New Delhi on January 25<sup>th</sup> 2003, in two original in the English language.

FOR THE INDIAN PARTY



(Dhanendra Kumar)  
Secretary,  
Department of Culture  
Ministry of Tourism and  
Culture

FOR THE ITALIAN PARTY



(Ambassador Francesco Aloisi  
de Larderel)  
Director General for Cultural  
Promotion and Cooperation,  
Ministry of Foreign Affairs.



## ANNEXE I

The following is a partial list of co-operation agreements between Italian and Indian Universities:

Italian Univ.	Indian Univ.	Sector
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-Politecnico of Turin,	Raman Research Institute Bangalore	physical and chemical sciences; computer, industrial and civil engineering
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-Scuola Superiore S. Anna, Pisa	University of Mumbai	(Economics and management, Industrial Engineering, Information and Communication Technologies, Medicine and Bioengineering, Robotics and Industrial Automation)
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## ANNEXE II

### GENERAL AND FINANCIAL PROVISIONS

#### Ila) Scholarships (art.2.1)

The selection of candidates for scholarships shall be made yearly in each country by a Joint Committee including at least one representative of the Embassy of the offering country.

The list of selected candidates shall also include alternate candidates, and shall be submitted to the Embassy of the offering country within the foreseen deadline. Candidates not included in the above mentioned list cannot be accepted.

Each Party shall notify the other, possibly within two months before the beginning of the academic year, whether the proposed candidates and their study plans have been accepted, and shall also indicate the institutions where they will be received.

Scholarship holders shall not leave for the host country until they have received, from the Embassy of the offering country, a formal notification specifying the earliest date of departure.

The Italian Party shall grant to Indian scholarship holders :

- a) a monthly all-inclusive allowance of at least 619,75 Euro net ;
- b). health and accident insurance excluding pre-existing illnesses and dental prothesis.
- c) any travel reimbusment is excluded.



The Indian Party shall grant to Italian scholarship holders:

d) monthly scholarship of

- Rs. 2,000 for undergraduate and post-graduate courses ;
- Rs. 2,800 for research scholars up to Ph.D including M. Phil;
- Rs. 3,500 for post-doctoral research.

e) annual contingent grant of:

- Rs. 10,000 for Ph.D courses in Science, Engineering and Technology;
- Rs 7,500 for Ph.D courses in Humanities and other subjects;
- Rs 3,000 for all undergraduate and postgraduate courses;
- Rs 10,000 for post-doctoral courses in Humanities and other subjects;
- Rs 12,500 for post-doctoral courses in sciences and Technology

(For short-term courses, contingent grant will be 50% if the duration of the course is six months or less. If it is more than six months, contingent grant will be paid in full.)

f) half exemption from attendance fees

g) health and accident insurance except for pre-existing disease and dental prostheses.

#### IIb) Exchange of Visits (art. 1,9; 3.17)

Exchange visits envisaged at points 1.9 and 3.17 of this Programme shall be regulated as follows:

The sending Party shall notify the receiving Party, through diplomatic channels and at least three months in advance of the following:

a) the names and nationality ( it must be Italian for persons visiting India and Indian for persons visiting Italy) of the visitors, their curricula vitae, and foreign language capability;



b) the proposed program of their visit, indicating, where appropriate, the titles of lectures, as well as the name of the host professor and of his/her university department and possible list of conferences;

c) the planned dates and duration of the visit.

The receiving Party shall confirm final acceptance of the visit at least one month before the planned date of arrival.

- the sending Party shall pay for the travelling expenses from one capital city to the other capital city and back;

- the receiving Party shall pay for the travelling expenses within its own territory, as planned in the visit;

- the receiving Party shall bear the costs for board and lodging as specified hereafter:

a) the Italian Party shall offer Indian guests an all-inclusive daily allowance of 93 euro (articles 1.9 and 3.17)

b) the Indian Party shall offer the Italian guests the following:

- lodging – free;
- board: - Rs. 1.000 per day per person if breakfast is included in lodging charges;
  - Rs.1.100 per day per person where lodging charges do not include breakfast;
- local transport: free subject to a maximum of Rs 500 per day;
- out of pocket allowance: a sum not exceeding Rs 250 per day per person.

#### IIc) Art Exhibitions (art. 3.1)

Exchange of exhibitions envisaged by this Programme at article 3.1 shall be made on the basis of the following financial understandings.

The Party sending the exhibition shall bear the following costs:



- a) "nail to nail" insurance costs;
- b) packing and transport costs of the exhibition to the first and from the last display location;
- c) preparation expenses for any material for the exhibition catalogue;
- d) round trip expenses to the host capital city for an accompanying expert (should more than one expert be required, their number and the duration of their stay and change of destination shall be agreed upon case-by-case through diplomatic channels).

The receiving Party shall bear the following costs :

- a) transport to display points within its own territory;
- b) advertising and local mounting exhibition expenses ;
- c) expenses for publishing the catalogue, unless otherwise agreed upon;
- d) living expenses (accommodation, meals and incidentals) for the accompanying expert;
- e) any customs duties including those related to transshipment;
- f) in the event of damage to any exhibition items, the receiving country shall forward all documentation appraising damage to the sending country. The receiving country shall bear damage appraisal costs. Under no circumstances shall restoration be carried out without explicit authority from the sending country.

#### II d) Cinema

The costs for the organisation of film exhibitions and festivals shall be agreed upon by the two Parties, case by case, according to the financial availabilities and the conditions more convenient for both Parties.



## II e) Intellectual Property Legislation

Literature, arts, music, drama, opera, folklore, film, radio, television and other similar works protected by intellectual property legislation in the territory of each one of the two Parties shall enjoy the protection in the territory of the other Party according to the legal provisions granted by it to works of this kind, without prejudice to the provisions of the international Agreements or Conventions of which the two Parties are signatories.

## II f) Miscellaneous

The two Parties shall offer the most favourable treatment, compatible with their legislation, to the individuals or groups visiting the other country on missions or for activities falling within the scope of this Cultural Agreement in relation to their entry, stay or departure, and in relation to the temporary import of any items necessary for the purposes of completing their mission or performing their activity.

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