

AGREEMENT

BETWEEN

THE GOVERNMENT
OF THE REPUBLIC OF INDIA

AND

THE GOVERNMENT
OF THE FRENCH REPUBLIC

ON THE PREVENTION OF THE ILLICIT
CONSUMPTION OF AND REDUCTION OF ILLICIT
TRAFFIC IN NARCOTIC DRUGS, PSYCHOTROPIC
SUBSTANCES AND CHEMICAL PRECURSORS, AND
RELATED OFFENCES

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The Government of the Republic of India and the Government of the French Republic (hereinafter jointly referred to as the "Parties");

AFFIRMING their attachment to the provisions of the Single Convention on Narcotic Drugs of 30 March, 1961 as amended by the Protocol of 25 March, 1972 amending the 1961 Single Convention on Narcotic Drugs, of the Convention on Psychotropic Substances of 21 February, 1971, of the United Nations Convention against Illicit Traffic in Narcotic Drugs and Psychotropic Substances of 20 December, 1988 and of the United Nations Convention against Transnational Organised Crime of 15 November, 2000;

WISHING also to promote the principles of the Political Declaration and Plan of Action on International Cooperation towards an Integrated and Balanced Strategy to Counter the World Drug Problem adopted at the High Level Segment of the Commission on Narcotic Drugs in 2009;

CONCERNED about the profoundly adverse effects of narcotic drugs and psychotropic substances on the public health of their people and on the harmonious development of their economics, and by the threat they present to their national security and fundamental interests;

CONVINCED that the illicit production of and traffic in narcotic drugs and psychotropic substances and their illicit consumption represent a problem whose characteristics, development and global scale require States and international organizations to unite their efforts and resources and presuppose the development of tools to coordinate and allocate them as effectively as possible;

NOTING the similarity of their national strategies in the fight against narcotic drugs and psychotropic substances, which aim to promote a comprehensive approach that seeks in a balanced way to simultaneously counter supply and reduce demand;

Have agreed as follows:

ARTICLE 1

DEFINITION

For the purposes of this Agreement, the following terms have the following meanings:

1. Narcotic drugs: any substance, natural or synthetic, included in Schedule I or II of the United Nations Single Convention on Narcotic Drugs of 30 March, 1961 as amended by the Protocol of 25 March, 1972.
2. Psychotropic substances: any substance, natural or synthetic, or any natural material in Schedule I, II, III or IV of the United Nations Convention on Psychotropic Substances of 21 February, 1971.

3. Chemical precursors: substances and compounds that can be used in the production, manufacture and/or preparation of narcotic drugs and psychotropic substances whose molecular structure is incorporated into the finished product and which become essential to the above-mentioned processes.
4. Drugs: all the substances defined in paragraphs 1 and 2 of this Article.
5. Illicit traffic in drugs: the activities described in paragraphs 1 and 2 of the Article 3 of the United Nations Convention against Illicit Traffic in Narcotic Drugs and Psychotropic Substances of 20 December, 1988.
6. Related offences: criminal offences committed with the aim of favoring illicit traffic in drugs or chemical precursors, facilitating such traffic or ensuring that it goes unpunished, or enabling those responsible - or third parties aware of the criminal nature of the activities in question or having displayed willful negligence - to profit therefrom or take advantage thereof in any way whatsoever.
7. Controlled delivery: a special investigative technique whereby the competent authorities allow drugs that are or are suspected of being illegally shipped to pass through one of the Parties' territory with a view to identifying the originators and beneficiaries of such illicit traffic and the methods used, under the control of both Parties' Competent Authorities and in compliance with the international commitments they have freely entered into and with their national law.

ARTICLE 2

OBJECTIVES, SCOPE AND AREAS OF COOPERATION OF THE AGREEMENT

1. The Parties shall step up their cooperation in accordance with their domestic law to prevent the illicit consumption and illicit traffic of drugs and chemical precursors and related offences.
2. Their cooperation shall be based on the principles of equality, sovereignty and reciprocity, in compliance with the national and international obligations entered into by each Party and, as regards the French Party, European Union law.
3. This Agreement does not affect the Parties' rights and obligations arising from other international or bilateral agreements relating to mutual legal assistance in criminal matters and extradition.
4. Their cooperation concerns the following areas in particular:
 - a. prevention of the illicit production of and traffic in drugs and related activities;
 - b. control and monitoring of the production of chemical precursors and prevention of traffic in them;

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- c. prevention of the consumption of drugs, in particular by educating people and raising their awareness;
 - d. dedicated actions in public health and social policies to help people affected by drugs;
 - e. conduct of coordinated or joint actions to prevent illicit traffic in drugs and chemical precursors;
 - f. implementation of international, multilateral or regional cooperation actions and support for initiatives liable to make a positive contribution to the treatment of such issues.
5. The scope of this Agreement may be extended to other areas with the Parties' mutual written consent.

ARTICLE 3

TERMS AND CONDITIONS OF COOPERATION

1. Cooperation under this Agreement may include:

- a. the transmission of studies and research relating to drugs and precursors, as well as analytical and forward-looking studies concerning developments in such products, the workings of illicit markets in them and changes in the criminal organizations attached to them;
- b. exchanges of laws, decrees and other relevant legal measures that establish or amend each Party's legal framework for the prevention of illicit traffic in drugs and chemical precursors;
- c. exchanges of best practices and experience between each Party's expert officials serving in national agencies and their devolved units;
- d. formal and operational training of each Party's expert officials serving in national agencies and their devolved units responsible for preventing the illicit consumption of and traffic in drugs and for controlling the production of and preventing illicit traffic in chemical precursors;
- e. exchanges of operational information, including personal data, relating to the areas of cooperation mentioned in Article 2, under the conditions set forth at Articles 6 and 7 of this Agreement;
- f. the provision of equipment and human and financial resources for the implementation of programs and actions;
- g. the provision of technical and scientific assistance and exchanges of best practices relating to criminalistic analysis of drugs and precursors;

h. technical advice and exchanges of best practices relating to identification, seizure and confiscation of assets, capital and income derived from illicit traffic in drugs and related activities;

i. the framing and implementation of plans, programs and projects relating to the prevention of the illicit consumption of drugs;

j. the framing and implementation of plans, programs and projects relating to medical support for people affected by drugs and their reintegration in society;

k. the framing and implementation of plans, programs and projects relating to the prevention of illicit traffic in drugs and chemical precursors, including the implementation of special investigative techniques in general and controlled deliveries in particular.

2. The terms and conditions of cooperation in the areas covered by this Agreement may be supplemented with the Parties' mutual written consent.

ARTICLE 4

NATURE AND INSTRUMENTS OF TECHNICAL COOPERATION

1. Cooperation requests relating to bilateral police and administrative technical cooperation (hereinafter "technical cooperation") under this Agreement shall be conducted in compliance with each Party's domestic law and procedures and submitted through diplomatic channels. They shall be the subject of an annual programme that enables both Parties to agree on the nature and form of the actions to be undertaken. Other actions may be implemented subsequently as required with the Parties' mutual consent.

2. Such technical cooperation actions may take the following forms, inter alia:

a. the circulation of information and best practices;

b. the exchange of specialised documentation;

c. the organisation of meetings, seminars and conferences for operational staff;

d. study visits and expert assignments;

e. the hosting of interns for training provided by an agency of the other Party or devised on an ad-hoc basis.

3. The terms and conditions applicable for technical cooperation actions shall be determined with the Parties' mutual consent before each action is carried out.

ARTICLE 5

NATURE AND INSTRUMENTS OF OPERATIONAL COOPERATION

1. Scope of operational cooperation:

Cooperation requests for the conduct of activities of an operational nature under this Agreement (hereinafter "operational cooperation") shall be covered by the terms and conditions of cooperation set forth at Article 3, paragraph 1, sub-paragraphs e),f),g) (relating to technical and scientific cooperation), h) (relating to technical advice), i),j)and k).

2. Submission of operational cooperation requests:

Operational cooperation requests must be submitted in writing by the requesting Party directly to the Competent Authority of the requested Party. Requests may be submitted orally in an emergency but must be confirmed in writing as soon as possible through the fastest means of communication.

Operational cooperation requests must include:

- The name of the requesting Competent Authority;
- The name of the requested Competent Authority;
- The name of and reasons for the request, supporting the necessity of cooperation;
- Any other information that will allow the request to be processed as efficiently as possible.

Operational cooperation requests and any documents attached to them shall be provided in the language of the requested Party, unless the Competent Authorities agree beforehand on an alternative arrangement.

3. Processing operational cooperation requests:

The Competent Authority of the requested Party shall fulfil the cooperation request with diligence, in compliance with its internal institutional organisation, domestic law and procedures. It may, if necessary, request additional information from the requesting Competent Authority in order to fulfil its request or satisfy itself that the request is authentic by requesting confirmation.

If the cooperation request cannot be fulfilled within a maximum time limit of forty-eight hours or within the time limit desired by the requesting Competent Authority, the requested Competent Authority shall inform it thereof as soon as possible.

If fulfillment of the request does not fall within the powers of the requested Competent Authority, it shall transmit the request to the corresponding authority and inform the requesting Competent Authority of the fact.

The Competent Authority may refuse to accede to the request in whole or in part if it considers that the request may infringe on the sovereignty or security of the State or any other of its fundamental interests; or the organisational and operational rules of the State's judicial authorities; or that it may be contrary to the State's international commitments or, as regards the French Party, to European Union law. If the cooperation request is rejected, the requesting Competent Authority shall be informed thereof as soon as possible.

4. Financing of cooperation requests:

The costs of implementing the measures relating to operational cooperation requests on the territory of the State to which they relate shall be borne by the requested Competent Authority if it accedes to the cooperation request.

On the other hand, the requesting Competent Authority shall assume its representatives' travel costs, if travel is necessary for the cooperation request to be properly carried out.

The Competent Authority shall agree on the terms and conditions for bearing any other costs prior to entering into any financial commitment.

ARTICLE 6

CONFIDENTIALITY OF INFORMATION AND DOCUMENTS

1. The Parties shall ensure that information or documents received are kept confidential if they are subject to special protection by the issuing Party or if the latter considers their dissemination to be inappropriate.

2. Information or documents received by one Party under this Agreement and deemed by the issuing Party to be confidential or requiring special protection may be communicated to a third party only with the express written permission of the Competent Authority that provided them.

ARTICLE 7

PROTECTION OF PERSONAL DATA

1. Transfers between the Parties of personal data mentioned in Article 3 (1) (e) of this Agreement shall take place in strict compliance with the national legislation of each Party.

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2. They shall guarantee an adequate level of protection of people's private lives and fundamental rights and freedoms, and shall be carried out in compliance with the following provisions:

a. Personal data must be obtained and processed fairly and lawfully and must be appropriate, relevant and not excessive with regard to the purposes for which it is transferred.

b. Transferred data shall be kept for no longer than the period required for the purpose for which it has been recorded and shall be deleted at the end of this period.

c. The Competent Authorities shall take all reasonable measures to prevent the transfer of inaccurate, incomplete or out-of-date personal data. If it is established that inaccurate or non-transferable data has been transferred, the sending Party shall immediately inform the receiving Party, which shall correct the inaccurate data or delete the non-transferable data.

d. No data transferred to a Party under this Agreement may be transferred to a third country, a private individual or an international body without the consent of the Party which provided the data.

e. All people have the rights to take legal action in the event of a violation of the rights guaranteed to them by the national law of their Party.

f. The Parties shall take appropriate measures to guarantee that the data transferred to them is protected from accidental or unauthorized destruction, accidental loss, and unauthorized access, modification or dissemination.

g. Each Party shall keep a record of the data transferred and its destruction.

h. A Party receiving personal data shall inform the sending Party, on request, of how it is being used.

ARTICLE 8

COMPETENT AUTHORITIES

1. The Parties shall inform each other of the designation of their Competent Authorities under this Agreement by an exchange of letters through diplomatic channels within a reasonable time after the Agreement takes effect. They shall likewise promptly inform each other through diplomatic channels of any changes to the list of their Competent Authorities;

2. Without prejudice to the provisions of Article 4(1) of this Agreement, the Parties shall establish direct channels of communication between the Competent Authorities by appropriate telephonic and/or electronic means, in order to ensure effective cooperation.

ARTICLE 9

EVALUATION OF THE COOPERATION

In order to supervise, monitor and evaluate the activities carried out under this Agreement, the Parties shall create a high-level working group comprising representatives of all their Competent Authorities. The group shall meet at regular intervals, alternately in New Delhi and Paris.

ARTICLE 10

SETTLEMENT OF DISPUTES

Any dispute arising out of the interpretation or implementation of this Agreement shall be settled amicably by consultation or negotiation between the Parties through diplomatic channels.

ARTICLE 11

FINAL PROVISIONS

1. Each Party shall notify the other of the completion of any internal procedures that may be necessary for the entry into force of this Agreement, which shall take effect on the first day of the second month following the date of the last such notification.
2. This Agreement is concluded for a period of three years. The Agreement shall be renewable by tacit consent for further periods of three years.
3. The Parties may amend this Agreement in writing at any time by mutual consent. Such amendments shall take effect in accordance with the provisions of the first paragraph of this article.
4. This Agreement may be the subject of implementing agreements or technical arrangements that specify or supplement the implementation of its provisions.
5. Either Party may terminate this Agreement at any time through written notification served on the other Party through diplomatic channels. Termination shall take effect ninety days after the date on which the other Party receives such notice.
6. Termination of this Agreement does not release the Parties from executing the obligations contracted while it was in effect.

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IN WITNESS WHEREOF, the representatives of the two Parties, duly authorized for the purpose, have signed this Agreement and affixed their seal to it.

Done at New Delhi on this 10th day of March 2018 in two (2) original copies each in the Hindi, English and French languages, all texts being equally authentic.

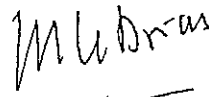
FOR THE GOVERNMENT OF THE
REPUBLIC OF INDIA



(RAJNATH SINGH)

MINISTER OF HOME AFFAIRS

FOR THE GOVERNMENT OF THE
FRENCH REPUBLIC



(JEAN-YVES LE DRIAN)

MINISTER FOR EUROPE AND
FOREIGN AFFAIRS