

No. 6480

**JAPAN
and
AFGHANISTAN**

**Agreement concerning the establishment of a Training
Centre for Small Scale Industries (with annexures).
Signed at Kabul, on 15 March 1961**

Official text: English.

Registered by Japan on 17 January 1963.

**JAPON
et
AFGHANISTAN**

**Accord concernant la création d'un Centre de formation
pour la petite industrie (avec annexes). Signé à Kaboul,
le 15 mars 1961**

Texte officiel anglais.

Enregistré par le Japon le 17 janvier 1963.

No. 6480. AGREEMENT¹ BETWEEN THE GOVERNMENT OF JAPAN AND THE ROYAL GOVERNMENT OF AFGHANISTAN CONCERNING THE ESTABLISHMENT OF A TRAINING CENTRE FOR SMALL SCALE INDUSTRIES. SIGNED AT KABUL, ON 15 MARCH 1961

The Government of Japan and the Royal Government of Afghanistan, earnestly desiring to advance the economic and technical cooperation between the two countries and thereby to strengthen further the friendly relations which traditionally exist between the two countries, have agreed as follows :

Article I

There shall be established a Training Centre for Small Scale Industries (hereinafter called " the Training Centre ") at Kabul, which shall execute the following functions :

- (a) practical and theoretical training of workers and technicians for small scale industrial units;
- (b) research and experiment with a view to improving industrial technique applicable in Afghanistan.

Article II

(1) In accordance with laws and regulations in force in Japan, the Government of Japan will take necessary measures to provide at their own expense the services of a Japanese director and of requisite Japanese teaching and technical staff (hereinafter called " the Japanese staff ") as listed in Annexure I.²

(2) The Japanese staff shall be granted privileges, exemptions and benefits, as mentioned in Annexure II,² and shall be granted privileges, exemptions and benefits no less favourable than those granted to the experts of the third countries under similar circumstances.

Article III

(1) In accordance with laws and regulations in force in Japan, the Government of Japan will take necessary measures to provide at their own expense teaching aids, machinery, equipment, tools and spare parts required for the establishment of the departments at the Training Centre as listed in Annexure III.³

¹ Came into force on 15 March 1961 by signature, in accordance with article VIII (1).

² See p. 378 of this volume.

³ See p. 380 of this volume.

(2) The articles referred to above shall become the property of the Royal Government of Afghanistan upon being delivered c. i. f. at Torkham to the Afghan authorities concerned.

(3) These articles shall be utilized exclusively for the purposes of the Training Centre under the supervision of the Japanese and the Afghan directors.

Article IV

The Royal Government of Afghanistan undertake to bear claims, if any arise, against the Japanese staff resulting from, occurring in the course of, or otherwise connected with the bona fide discharge of their functions in Afghanistan covered by this Agreement.

Article V

(1) The Royal Government of Afghanistan undertake to provide at their own expense:

- (a) an Afghan director and requisite Afghan technical and administrative staff, as listed in Annexure IV;¹
- (b) requisite buildings as listed in Annexure V¹ as well as land and incidental facilities required therefor;
- (c) raw materials, replacements of machinery, equipment and tools, and any other materials necessary for the operation of the Training Centre that are not provided by the Government of Japan;
- (d) suitable furnished accommodation and transportation facilities for the Japanese staff.

(2) The Royal Government of Afghanistan undertake to meet:

- (a) customs duties, internal taxes and other similar charges, if any, imposed in Afghanistan in respect of the articles referred to in Article III;
- (b) expenses necessary for the transportation of the articles referred to in Article III within Afghanistan as well as for the installation, operation and maintenance thereof;
- (c) any other running expenses necessary for the operation of the Training Centre.

Article VI

The Japanese director shall be responsible for the technical matters pertaining to the functions of the Training Centre referred to in Article I, while the Afghan director shall be responsible for the administrative matters pertaining to these functions of the Training Centre and shall in addition assist the Japanese director in such technical matters.

¹ See p. 380 of this volume.

Article VII

There shall be mutual consultation between the two Governments for the purpose of advancing the objectives of the Training Centre and of successfully promoting Afghan-Japanese cooperation in operating the Training Centre.

Article VIII

(1) This Agreement shall enter into force on the date of its signature.

(2) This Agreement shall remain in force for a period of three years from its entry into force and shall continue in force thereafter provided that it shall be terminated on the date of expiry of the above-mentioned three year period or thereafter if either Government have previously given to the other Government at least six months' written notice of their intention to terminate the Agreement.

DONE in duplicate in English at Kabul on this day of this 15th day of March, 1961.

For the Government
of Japan :
Kenji NAKAUCHI
The Ambassador Extraordinary
and Plenipotentiary of Japan

For the Royal Government
of Afghanistan :
Dr. M. YUSOF
The Minister of Mines and Industries
Royal Government of Afghanistan

ANNEXURE I

LIST OF JAPANESE STAFF AT THE TRAINING CENTRE

Director

Coordinator

Instructors in the following fields :

Glassware Shop

Plastics Moulding Shop

Bicycle Assembling Shop

ANNEXURE II

PRIVILEGES, EXEMPTIONS AND BENEFITS

The Royal Government of Afghanistan shall accord to the Japanese staff the following privileges, exemptions and benefits :

- (1) Exemption from payment of Afghan income-tax
- (2) Duty-free concessions available under the normal baggage rules
- (3) Duty-free import of the following articles :

- (a) one personal automobile or motor cycle;
- (b) one refrigerator and/or home freezer;
- (c) one radio or radio-gramophone;
- (d) minor electrical appliances and accessories;
- (e) air-conditioner;
- (f) professional equipment and gadgets;

on condition that these articles shall be exported back when the Japanese staff leave Afghanistan on completion of their assignment, and that any of these articles can be disposed of in Afghanistan only with the prior permission of the Royal Government of Afghanistan, and that, in such cases customs duty at the rates leviable shall be paid by the Japanese staff concerned.

- (4) Free medical care in Afghanistan

ANNEXURE III

LIST OF DEPARTMENTS AT THE TRAINING CENTRE

- (1) Glassware Shop
- (2) Plastics Moulding Shop
- (3) Bicycle Assembling Shop

ANNEXURE IV

LIST OF AFGHAN STAFF AT THE TRAINING CENTRE

- (1) Director
- (2) Technical staff

Afghan counterparts for the Japanese specialists in the following fields :

- Glassware shop
- Plastics moulding shop
- Bicycle assembling shop

- (3) Administrative staff

Clerical staff for administration, accounting, storing, etc.
Permanent employees including skilled and unskilled workers.

ANNEXURE V

PARTICULARS OF BUILDING TO BE CONSTRUCTED AT KABUL FOR THE TRAINING CENTRE

Buildings for the following shops, rooms and facilities :

- (1) Glassware shop consisting of :
 - (a) Glass moulding shop
 - (b) Chemical laboratory for glass
 - (c) Refractory technology laboratory
 - (d) Testing laboratory for glass
 - (e) Tool crib

- (2) Bicycle assembling shop consisting of :
 - (a) Finishing and assembling shop
 - (b) Repairing shop
 - (c) Painting and drying shop
 - (d) Testing laboratory
 - (e) Tool crib
 - (3) Plastics moulding shop consisting of :
 - (a) Injection moulding and extrusion shop
 - (b) Testing laboratory for plastics
 - (c) Tool crib
 - (4) Business office
 - (5) Information office
 - (6) Meeting room
 - (7) Show room
 - (8) Store room
 - (9) Locker room, bath rooms and lavatories
 - (10) Staff quarters
 - (11) Trainees hostel
 - (12) Garage
 - (13) Guard house
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