

No. 6490

**JAPAN
and
INDIA**

Agreement for the establishment of a Marine Products Processing Training Centre (with annexes and Memorandum of Understanding). Signed at New Delhi, on 31 March 1962

Official text: English.

Registered by Japan on 17 January 1963.

**JAPON
et
INDE**

Accord concernant la création d'un centre de formation pour la transformation des produits de la mer (avec annexes et procès-verbal d'accord). Signé à New Delhi, le 31 mars 1962

Texte officiel anglais.

Enregistré par le Japon le 17 janvier 1963.

No. 6490. AGREEMENT¹ BETWEEN THE GOVERNMENT OF JAPAN AND THE GOVERNMENT OF INDIA FOR THE ESTABLISHMENT OF A MARINE PRODUCTS PROCESSING TRAINING CENTRE. SIGNED AT NEW DELHI, ON 31 MARCH 1962

The Government of Japan and the Government of India, 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 Marine Products Processing Training Centre (hereinafter called "the Centre") at Mangalore, Mysore, India, the function of which shall be to render practical and theoretical training to technicians in marine products processing.

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 co-director and of requisite Japanese teaching and technical staff (hereinafter jointly called "the Japanese staff") as listed in Annex I.²

(2) The Japanese staff shall be granted privileges, exemptions and benefits as admissible to experts assigned to India under the Colombo Plan.

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 and operation of the Centre as listed in Annex II.³

(2) The articles referred to above shall become the property of the Government of India upon being delivered c.i.f. at the port of Madras, Cochin or Mangalore to the Indian authorities concerned.

(3) These articles shall be utilized exclusively for the purpose of the Centre under the guidance of the Japanese co-director.

¹ Came into force on 31 March 1962, upon signature, in accordance with article VIII (1).

² See p. 148 of this volume.

Article IV

The Government of India 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 India covered by this Agreement.

Article V

- (1) The Government of India undertake to provide at their own expense :
- (a) an Indian director and requisite Indian technical and administrative staff as listed in Annex III;¹
 - (b) requisite buildings as listed in Annex IV¹ as well as land and incidental facilities required therefor;
 - (c) facilities for landing marine products;
 - (d) raw materials, replacements of machinery, equipment and tools, and any other materials necessary for the operation of the Centre and available in India;
 - (e) transportation facilities for the Japanese staff.

(2) The Government of India undertake to meet :

- (a) customs duties, internal taxes and other similar charges, if any, imposed in India 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 India as well as for the installation, operation and maintenance thereof;
- (c) any other running expenses necessary for the operation of the Centre.

(3) The Government of India assume responsibility for providing, on payment of rent, adequate unfurnished housing accommodation for the Japanese staff and will pay Rs. 15 per day for each of the Japanese staff to enable them to meet the rent of the accommodation and the cost of furnishing their accommodation according to requirements.

Article VI

The Japanese co-director shall be responsible for the technical matters pertaining to the functioning of the Centre referred to in Article I, while the Indian director shall be entirely responsible for the administrative matters of the Centre.

There shall be close cooperation between the director and the co-director for the operation of the Centre.

¹ See p. 150 of this volume.

Article VII

There shall be mutual consultation between the two Governments for the purpose of advancing the objectives of the Centre and of successfully promoting close cooperation between the two countries in operating the 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 may be extended by mutual agreement for a further specified period.

DONE in duplicate in English at New Delhi on this 31st day of March, 1962.

For the Government
of Japan :

Koto MATSUDAIRA
Ambassador Extraordinary
and Plenipotentiary

For the Government
of India :

L. K. JHA
Secretary
Ministry of Finance
Department of Economic Affairs

ANNEX I

LIST OF THE JAPANESE STAFF AT THE CENTRE

One co-director
Two canning experts
Two refrigerating experts
One fish pasting expert
One coordinator

ANNEX II

TEACHING AIDS, MACHINERY, EQUIPMENT, TOOLS AND SPARE PARTS TO BE PROVIDED
FOR THE CENTRE

- (1) Machinery and equipment for canning
- (2) Machinery and equipment for refrigerating
- (3) Machinery and equipment for fish pasting
- (4) Boiler
- (5) Tools and implements for laboratory work
- (6) Teaching aids including audio-visual aids
- (7) Vehicles
- (8) Spare parts for the above-mentioned items

ANNEX III

LIST OF THE INDIAN STAFF AT THE CENTRE

- (1) Director
- (2) Technical staff
 Assistants to the Japanese staff
- (3) Administrative staff
 Employees including typists, clerks, store keepers, watchmen, boiler men, telephone operators, drivers and labourers

ANNEX IV

PARTICULARS OF BUILDINGS TO BE CONSTRUCTED AT MANGALORE FOR THE CENTRE

Buildings for the following shops, rooms and facilities :

- (1) Canning plant
- (2) Refrigerating plant
- (3) Cold-storage room
- (4) Pasting plant
- (5) Laboratory
- (6) Lecture hall
- (7) Experts' room
- (8) Office accommodated with shower facilities
- (9) Boiler room
- (10) Storehouse for tins and packing materials
- (11) Storehouse for finished goods
- (12) Storehouse for tools and spare parts
- (13) Storehouse for fuel
- (14) Garage
- (15) Locker room, bath room, lavatory, and room for first aid treatment
- (16) Staff quarters
- (17) Servant quarters

MEMORANDUM OF UNDERSTANDING RELATING TO THE
AGREEMENT BETWEEN THE GOVERNMENT OF JAPAN AND
THE GOVERNMENT OF INDIA FOR THE ESTABLISHMENT
OF MARINE PRODUCTS PROCESSING TRAINING CENTRE¹

1. Re Article II, paragraph (2) :

(i) It is understood that in the event of any more favourable terms being given to any experts of third countries in similar circumstances the provisions of this Agreement may also be suitably modified.

¹ See p. 144 of this volume.

(ii) It is understood that one camera, one cine-camera and one transistor-radio are also included amongst the items which each member of the Japanese staff is permitted to import free of duty.

2. Re Article V, paragraph (1), subparagraph (b) :

It is understood that " incidental facilities " include

- i) those facilities which are normally recognized as necessary, for example, drinking tap water, drainage, electric wiring, gas pipe distribution and electric power (200 KW/h at peak) etc.
- ii) one air conditioner in the room of the co-director and one air conditioner in the other experts'room, and
- iii) electric fans as may be mutually agreed upon.

3. Re Article V, paragraph (1), subparagraph (c) :

The term " facilities for landing marine products " shall be interpreted to include

- i) sufficient space to moor fishing vessels safely so as to ensure proper unloading of marine products, and
- ii) simple and efficient mooring facilities.

4. Re Article V, paragraph (1), subparagraph (e) :

It is understood that the Government of India shall provide the Centre with at least two motor vehicles which will be available to the Japanese staff for official use. It is also understood that journeys between the residence of the Japanese staff and the Centre will not be treated as official.

5. Re Article V, paragraph (2), subparagraph (c) :

The term " any other running expenses necessary for the operation of the Centre " shall be interpreted to include costs of official travel of the Japanese staff on the same basis as Colombo Plan experts.

New Delhi, the 31st March, 1962

Koto MATSUDAIRA

L. K. JHA