

No. 6491

**JAPAN
and
INDIA**

Agreement for the establishment of Agricultural Demonstration Farms (with annexes and Memorandum of Understanding). Signed at New Delhi, on 23 April 1962

Official text: English.

Registered by Japan on 17 January 1963.

**JAPON
et
INDE**

**Accord concernant la création d'exploitations agricoles de démonstration (avec annexes et procès-verbal d'accord).
Signé à New Delhi, le 23 avril 1962**

Texte officiel anglais.

Enregistré par le Japon le 17 janvier 1963.

No. 6491. AGREEMENT¹ BETWEEN THE GOVERNMENT OF JAPAN AND THE GOVERNMENT OF INDIA FOR THE ESTABLISHMENT OF AGRICULTURAL DEMONSTRATION FARMS. SIGNED AT NEW DELHI, ON 23 APRIL 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

(1) The two Governments shall cooperate with each other in the establishment of Agricultural Demonstration Farms (hereinafter called " the Farms "), which shall aim at demonstrating agricultural techniques by Japanese technicians and serve as centres for the field training of Indian farmers.

(2) The Farms will demonstrate improved agricultural machinery and implements to be operated by manual, animal and machine power with a view to assessing their suitability and acceptance under Indian conditions.

(3) The Farms shall comprise four independent farms located at Nadia in the State of West Bengal, Sambalpur in the State of Orissa, Shahabad in the State of Bihar and Surat in the State of Gujarat, as organizations of the respective State Government.

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 project leader and farming staff (hereinafter jointly called " the Japanese staff ") at each of the Farms.

(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

¹ Came into force on 23 April 1962, upon signature, in accordance with article IX (1).

machinery, equipment, tools, spare parts and other materials required for the establishment and operation of the Farms as outlined in Annex I.¹

(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 Calcutta or Bombay to the Indian authorities concerned.

(3) These articles shall be utilized exclusively for the purpose of the operation of the Farms under the supervision of the Japanese project leader at each of the Farms.

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 manager at each of the Farms (hereinafter called " the farm manager ");
- (q) requisite buildings and farm land as listed in Annex II² as well as incidental facilities and lands required therefor;
- (c) suitable furnished accommodation 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 and installation of the articles referred to in Article III within India.

Article VI

(1) Running expenses necessary for the operation of each of the Farms shall be provided by the Government of India.

(2) The Government of India shall provide each of the Farms with such additional financial assistance as may be required for the operation of the Farms.

(3) To facilitate the smooth operation of the Farms the Government of India shall take necessary measures to place sufficient funds for each of the Farms at the disposal of the farm manager in time.

¹ See p. 160 of this volume.

² See p. 162 of this volume.

Article VII

Each of the Japanese project leaders shall be responsible for all technical matters pertaining to the operation of the respective farm referred to in Article I, while each of the farm managers shall be in over-all administrative and financial charge of each of the Farms.

Article VIII

There shall be mutual consultation between the two Governments for the purpose of advancing the objectives of the Farms and of successfully promoting close cooperation between the two countries in operating the Farms.

Article IX

- (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 23rd day of April, 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

MACHINERY, EQUIPMENT, TOOLS, SPARE PARTS AND OTHER MATERIALS TO BE PROVIDED
FOR THE FARMS

- (1) Agricultural machinery and implements and their spare parts
- (2) Materials for the initial period of farming, such as pesticides, fertilizers, etc.
- (3) Tools and instruments for testing work
- (4) Materials necessary for experimental work including chemicals and fertilizers
- (5) Tools and implements for meteorological survey
- (6) Vehicles
- (7) Other necessary minor equipment

ANNEX II

PARTICULARS OF BUILDINGS AND LAND TO BE PROVIDED FOR THE FARMS

- (I) Buildings for the following rooms and facilities at each of the Farms :
- (1) Office
 - (2) Storehouse for chemicals, fertilizers and seeds
 - (3) Hay shed
 - (4) Shed for machinery and equipment
 - (5) Cattle shed
 - (6) Poultry shed
 - (7) Storehouse for crops
 - (8) Storehouse for fuel
 - (9) Garage
- (II) Farm land of an area of 10 to 25 acres with irrigation system at each of the Farms

MEMORANDUM OF UNDERSTANDING RELATING TO THE AGREEMENT BETWEEN THE GOVERNMENT OF JAPAN AND THE GOVERNMENT OF INDIA FOR THE ESTABLISHMENT OF AGRICULTURAL DEMONSTRATION FARMS¹

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.
 - 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.
 - iii) It is also understood that official travels under the Colombo Plan shall be interpreted to include :
 - (a) travels by the Japanese staff for official discussions or meetings when recognised as necessary by the Indian authorities and the Japanese project leader at each of the Farms;
 - (b) travels by the Japanese staff for extension activities.
2. Re Article V, paragraph (1), subparagraph (c) :

“Suitable furnished accommodation for the Japanese staff” is understood to mean such residential accommodation comprising the sitting room, bedroom, bathroom, toilet, kitchen, store room and veranda as befits the status of the Japa-

¹ See p. 156 of this volume.

nese staff. Each accommodation is to be equipped with electricity and water supply facilities wherever possible. Regarding electricity, it is understood that the Government of India shall provide necessary generators where electricity is not available. The term "furnished" shall be interpreted to include a reasonable number of fans. A telephone will be provided at the residence of the Japanese project leader wherever possible.

It is also understood that in case the residential accommodation is not ready by the time the Japanese staff arrive in India, the Japanese staff and their families will be accommodated at suitable lodgings at the expense of the Government of India.

3. Re Article VI :

The Government of India shall provide each of the Farms with a fund not less than Rs. 7,000/- (Rs. 12,000/- in the case of the farm at Nadia) for the initial running expenses.

4. Re Article VII :

It is understood that "all technical matters" include planning of the farm management.

5. Re Annex II, (I), (1) :

It is understood that a telephone will be provided at the office room of the Japanese project leader wherever possible.

New Delhi, 23rd April, 1962

Koto MATSUDAIRA

L. K. JHA