

Agreement for the Establishment of a Training Centre for Marine Products Processing

March 31, 1962

AGREEMENT BETWEEN THE GOVERNMENT OF INDIA AND THE GOVERNMENT OF JAPAN FOR THE ESTABLISHMENT OF A TRAINING CENTRE FOR MARINE PRODUCTS PROCESSING

New Delhi

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 Japanese co-director and of requisite Japanese teaching and technical staff (herein after jointly called "the Japanese staff") as listed in Annex I.
2. The Japanese staff shall be granted privileges, exemptions and benefits as admissible to experts assigned to India under the Colombo Plan.

Articles 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.
2. The articles referred to above shall become the property of the Government of India upon being delivered c.i.f. at the ports 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.

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:
 - I. an Indian director and requisite Indian technical and administrative staff as listed in Annex III;
 - II. requisite buildings as listed in Annex IV as well as land and incidental facilities required therefor;

III. facilities for landing marine products;

IV. raw materials, replacements of machinery, equipment and tools, and any other materials necessary for the operation of the Centre and available in India;

V. transportation facilities for the Japanese staff.

2. The Government of India undertake to meet :

. customs duties, internal taxes and other similar charges, if any, imposed in India in respect of the articles, referred to in Article III;

I. 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;

II. any other running expenses necessary for the operation of the Centre.

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 their 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.

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

Sd

KOTO MATSUDAIRA

Ambassador Extraordinary and Plenipotentiary.

For the Government of India

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L.K. JHA Secretary,

Ministry of Finance Department of Economic Affairs.

ANNEX I

LIST OF THE JAPANESE STAFF AT THE CENTRE

1. One Co-director
2. Two Canning experts
3. Two Refrigerating experts
4. One Fish Pasting expert
5. 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, telephone, operators, drivers and labourers.

ANNEX IV MISSING