

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.