

Agreement on Establishment of Agriculture Demonstration Farms

April 23, 1962

AGREEMENT BETWEEN THE GOVERNMENT OF INDIA AND THE GOVERNMENT OF JAPAN FOR THE ESTABLISHMENT OF AGRICULTURAL DEMONSTRATION FARMS

New Delhi

The Government of India and the Government of Japan,
EARNESTY desiring to advance the economic and technical cooperation between the two countries and thereby 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 machinery, equipment, tools, spare parts and other materials required for the establishment and operation of the Farms as outlined in Annex 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 undertakes to bear claims, if any arise, against the Japanese staff resulting from, occurring in the course of or otherwise connected with the bonafide 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 manager at each of the Farms (hereinafter called "the farm manager");

II. requisite buildings and farm land as listed in Annex 11 as well as incidental facilities and lands required therefore-

III. suitable furnished accommodation 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 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 manager in time.

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 or 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

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

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 India
Sd /-
L.K.JHA
Secretary, Ministry of Finance,
Department of Economic affairs.

For the Government of Japan
Sd/-
KOTO MATSUDAIRA
Ambassador Extraordinary
and plenipotentiary.

ANNEXURE 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.

ANNEXURE II

PARTICULARS OF BUILDINGS AND LAND TO BE PROVIDED FOR THE FARMS

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
10. Farm land of an area of 10 to 23 acres with irrigation system at each of the Farms.