

AGREEMENT
BETWEEN THE GOVERNMENT OF JAPAN
AND THE GOVERNMENT OF THE REPUBLIC OF INDIA
CONCERNING THE TRANSFER OF DEFENCE EQUIPMENT AND TECHNOLOGY

The Government of Japan and the Government of the Republic of India (hereinafter referred to as the "Parties"),

Considering the existing cooperative relationship between the Parties in the area of security, as confirmed in the Tokyo Declaration for Japan-India Special Strategic and Global Partnership of 1 September 2014;

Sharing common values and objectives, and the intention to contribute jointly to peace and stability in the region and the world;

Recognising the fact that it has become increasingly common among countries to improve the performance of defence equipment and technology and to cope with their rising costs by participating in international joint research, development and/or production;

Desiring that the joint research, development and/or production of defence equipment and technology in which the Parties participate should contribute to the security of the respective countries and encourage a closer relationship between Japanese and Indian defence industries; and

Realising that in order to promote the joint research, development and/or production projects in which the Parties participate or the projects for enhancing security and defence cooperation between the Parties, the terms and conditions which should govern the transfer of defence equipment and technology need to be set forth;

Have agreed as follows:

Article 1

1. Each Party shall, subject to the relevant national laws and regulations and in accordance with the provisions of this Agreement, make available to the other Party, defence equipment and technology necessary to implement joint research, development and/or production projects or projects for enhancing security and defence cooperation to be determined in accordance with the provisions of paragraph 2. below.

2. Specific projects of the joint research, development and/or production or for enhancing security and defence cooperation shall be mutually determined, taking into account various factors including commercial viability or the security of the respective countries, and confirmed by the Parties through the diplomatic channel.

Article 2

1. A Joint Committee shall be established for determining the defence equipment and technology to be transferred for the projects determined in accordance with the provisions of paragraph 2. of Article 1.

2. The Joint Committee shall be composed of representatives from each country.

The membership of the Japanese side shall be:

a representative of the Ministry of Defense;

a representative of the Ministry of Foreign Affairs; and

a representative of the Ministry of Economy, Trade and Industry.

The membership of the Indian side shall be:

a representative of the Ministry of Defence;

a representative of the Ministry of External Affairs; and

a representative of the Defence Research and Development Organization (DRDO).

3. The relevant information necessary for determining the defence equipment and technology to be transferred shall be communicated to the representatives from each country through the diplomatic channel.

4. Based on the relevant information communicated in accordance with the provisions of paragraph 3. above, the defence equipment and technology to be transferred shall be determined by the Joint Committee.

5. Detailed arrangements providing for, inter alia, the defence equipment and technology to be transferred, persons who shall be party to the transfer, and the detailed terms and conditions of the transfer, shall be made between the competent authorities of the Parties in order to implement this Agreement. The competent authorities of the Government of Japan shall be the Ministry of Defense and the Ministry of Economy, Trade and Industry; the competent authority of the Government of the Republic of India shall be the Ministry of Defence and the Ministry of External Affairs.

Article 3

1. Each Party shall make effective use of defence equipment and technology transferred from the other Party in a manner consistent with the purposes and principles of the Charter of the United Nations, and such other purposes as may be determined in the detailed arrangements, and neither Party shall devote such defence equipment and technology to any other purpose.

2. Each Party shall not transfer to any person not an officer concerned or agent including contractor and subcontractor of such Party, or to any other Government, title to or possession of any defence equipment and technology transferred pursuant to this Agreement, without the prior written consent of the Party which transferred such defence equipment and technology.

Article 4

Each Party shall, subject to the relevant national laws and regulations and in accordance with applicable international agreements between the Parties, take necessary measures to protect classified information transferred from the other Party pursuant to this Agreement.

Article 5

This Agreement and all arrangements to be made hereunder shall be implemented subject to the relevant national laws and regulations and budgetary appropriations of the respective countries.

Article 6

Any matter relating to the interpretation, implementation or application of this Agreement and all arrangements to be made hereunder shall be resolved amicably through consultation or negotiation between the Parties.

Article 7

1. This Agreement shall enter into force on the date upon which the Parties exchange diplomatic notes informing each other that their respective internal legal procedures necessary to give effect to this Agreement have been completed.

2. This Agreement may be amended at any time by written agreement between the Parties. Any amendment of this Agreement shall follow the same procedure as its entry into force.

3. This Agreement shall remain in force for a period of five years, and shall continue in force thereafter until terminated in accordance with the provisions of paragraph 4. of this Article.

4. Either Party may, by giving ninety days written notice to the other Party, terminate this Agreement at the end of the initial five year period or at any time thereafter. If this Agreement is terminated, either Party may request in writing consultations concerning any matter arising from the termination of this Agreement.

In witness whereof the undersigned, being duly authorised by their respective Governments, have signed this Agreement.

Done at New Delhi, this twelfth day of December, 2015, in two originals each in the Japanese, Hindi and English languages, all texts being equally authentic. In case of any divergence in interpretation, the English text shall prevail.

For the Government
of Japan:

For the Government
of the Republic of India: