

◎食糧増産援助に関する日本国政府とインド政府との間の交換公文

(略称) インドとの食糧増産援助取極

平成	九年	一月	十三日	ニュー・デリーで
平成	九年	一月	十三日	効力発生
平成	九年	三月	三日	告示

(外務省告示第七六号)

概要

- 1 援助の目的及び内容 食糧生産の増大に寄与するための農業物資及びその輸送に必要な役務の供与
- 2 贈与の限度額 五億円
- 3 贈与の使用期限 平成十年一月十二日まで
- 4 署名者  
日本側 谷野作太郎在インド大使  
インド側 モンテク・シン・アルワリア大蔵次官

(Japanese Note)

New Delhi, January 13, 1997

Excellency,

I have the honour to refer to the recent discussions held between the representatives of the Government of Japan and of the Government of India concerning Japanese economic cooperation to be extended with a view to strengthening friendly and cooperative relations between the two countries, and to propose on behalf of the Government of Japan the following arrangements:

1. For the purpose of contributing to the increase of food production in India, the Government of Japan will extend to the Government of India, in accordance with the relevant laws and regulations of Japan, a grant up to five hundred million yen (\$500,000,000) (hereinafter referred to as "the Grant").
2. The Grant will be made available during the period between the date of coming into force of the present arrangements and January 12, 1998, unless the period is extended by mutual agreement between the authorities concerned of the two Governments.
3. (1) The Grant will be used by the Government of India properly and exclusively for the purchase of the products of Japan and the services listed below:
  - (a) fertilizer; and
  - (b) services necessary for the transportation of the fertilizer referred to in (a) above to ports in India.
- (2) Notwithstanding the provisions of sub-paragraph (1) above, when the two Governments deem it necessary, the Grant may be used for the purchase of the products of the kind mentioned in (a) of sub-paragraph (1) above, which is a product of eligible source countries other than Japan.
4. The Government of India or its designated authority will enter into contracts in Japanese yen with Japanese nationals for the purchase of the product and services referred to in paragraph 3. Such contracts shall be verified by the Government of Japan to be eligible for the Grant. (The term "Japanese nationals" whenever used in the present arrangements means Japanese physical persons or

Japanese juridical persons controlled by Japanese physical persons.)

5. (1) The Government of Japan will execute the Grant by making payments in Japanese yen to cover the obligations incurred by the Government of India or its designated authority under the contracts verified in accordance with the provisions of paragraph 4 (hereinafter referred to as "the Verified Contracts") to an account to be opened in the name of the Government of India in an authorized foreign exchange bank of Japan designated by the Government of India or its designated authority (hereinafter referred to as "the Bank").

(2) The payments referred to in sub-paragraph (1) above will be made when payment requests are presented by the Bank to the Government of Japan under an authorization to pay issued by the Government of India or its designated authority.

(3) The sole purpose of the account referred to in sub-paragraph (1) above is to receive the payments in Japanese yen by the Government of Japan and to pay to the Japanese nationals who are parties to the Verified Contracts. The procedural details concerning the credit to and debit from the account will be agreed upon through consultation between the Bank and the Government of India or its designated authority.

6. (1) The Government of India will take necessary measures:

- (a) to ensure prompt unloading and customs clearance at ports of disembarkation in India and prompt internal transportation therein of the product purchased under the Grant;
- (b) to exempt Japanese nationals from customs duties, internal taxes and other fiscal levies which may be imposed in India with respect to the supply of the product and services under the Verified Contracts;
- (c) to ensure that the product purchased under the Grant will make effective contribution to the increase of food production and eventually to the stabilization and development of the Indian economy; and
- (d) to bear all the expenses, other than those covered by the Grant, necessary for the execution of the Grant.

(2) With regard to the shipping and marine insurance of product purchased under the Grant, the Government of India will refrain from imposing any restrictions that may hinder fair and free competition among the shipping and marine insurance companies.

(3) The product purchased under the Grant shall not be re-exported from India.

7. (1) The Government of India will appropriate in its annual budget for the fiscal year 1997 in Indian currency at least an amount equivalent to two-thirds of the yen disbursement paid with respect to the purchase of the product referred to in paragraph 3.

(2) The amount thus appropriated in the budget will be allocated and utilized for the purposes of economic and social development, including agricultural, forestry and/or fisheries development, and the increase of food production in India.

8. Further procedural details for the implementation of the present arrangements will be agreed upon through consultation between the authorities concerned of the two Governments.

9. The two Governments will consult with each other in respect of any matter that may arise from or in connection with the present arrangements.

I have further the honour to propose that this Note and Your Excellency's Note in reply confirming on behalf of the Government of India the foregoing arrangements shall be regarded as constituting an agreement between the two Governments, which will enter into force on the date of Your Excellency's reply.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

His Excellency  
Mr. Montek Singh Ahluwalia  
Finance Secretary  
of India

(Signed) Sakutaro Tanino  
Ambassador Extraordinary  
and Plenipotentiary of Japan  
to India

---

(Indian Note)

New Delhi, January 13, 1997

Excellency,

I have the honour to acknowledge the receipt of Your Excellency's Note of today's date, which reads as follows:

"(Japanese Note)"

I have further the honour to confirm on behalf of the Government of India the foregoing arrangements and to agree that Your Excellency's Note and this Note shall be regarded as constituting an agreement between the two Governments, which will enter into force on the date of this reply.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

(Signed) Montek Singh Ahluwalia  
Finance Secretary  
of India

His Excellency  
Mr. Sakutaro Tanino  
Ambassador Extraordinary  
and Plenipotentiary of Japan  
to India