資料2-5-3

# 日本国農林水産省とインド共和国食品加工省との 食品加工産業分野に係る協力覚書

1. 覚書名称

日本語名:日本国農林水産省とインド共和国食品加工省との食品加工 産業分野に係る協力覚書

英語名: MEMORANDUM OF COOPERATION BETWEEN THE MINISTRY OF AGRICULTURE, FORESTRY AND FISHERIES OF JAPAN AND THE MINISTRY OF FOOD PROCESSING INDUSTRIES OF INDIA IN THE FIELD OF FOOD PROCESSING INDUSTRY

2. 署名日時

10月29日

3. 署名者

松島農林水産審議官、チノイ駐日インド大使

4. 概要

(締結に至る背景,協力のポイント)

背景:

・現在、我が国は、日本の「強み」を活かした農業生産から製造・加工、 流通、消費に至る各段階の付加価値をつなぐ国際的なフードバリューチ ェンの構築を推進。

・この一環として、農林水産省とインド食品加工省との間で、両国における食品加工分野における協力を推進するため、締結に至った。 協力のポイント:

・ インド側と合同作業部会を立ち上げ、年1回日印交互で開催。

# MEMORANDUM OF COOPERATION BETWEEN THE MINISTRY OF AGRICULTURE, FORESTRY AND FISHERIES OF JAPAN

AND

# THE MINISTRY OF FOOD PROCESSING INDUSTRIES OF INDIA IN THE FIELD OF FOOD PROCESSING INDUSTRY

The Ministry of Agriculture, Forestry and Fisheries of Japan and the Ministry of Food Processing Industries of India (hereinafter referred to collectively as the "Participants" and individually as "Participant"),

Desirous to develop further the existing friendly relations between the two countries through the development of cooperation in the field of food processing industry; and

Recognizing the importance of strengthening food processing sectors,

Hereby determine to pursue cooperative programs and exchange through this Memorandum of Cooperation (hereinafter referred to as "this MOC"), to be implemented as follows.

## Paragraph 1

The Participants will promote development of cooperation in the fields of food processing industry between the two countries through joint activities.

# Paragraph 2

The joint activities will be determined by the Participants and implemented through the procedures decided by mutual consent. Such joint activities will be in the areas of:

i Entire food processing value chain;

「日本の日本の日本の人」という

ii Any other fields determined under this MOC by mutual consent.

#### Paragraph 3

The Participants will promote cooperation within the framework of the joint activities mentioned in Paragraph 2.

# Paragraph 4

A Joint Working Group (JWG) will be formed comprising members from each of the Participants. The Participants may invite local governments, related organizations or private sectors from each country to the JWG with the mutual consent of the Participants for a smooth implementation of the joint activities. The JWG will hold its meeting alternately in Japan and India at least once in every year, in principle, taking advantages of other related opportunities such as the Joint Working Group between the Ministry of Agriculture, Forestry and Fisheries of Japan and the Ministry of Agriculture and Farmers' Welfare of India.

#### Paragraph 5

The sending Participant will bear the cost of transportation and lodging, and the receiving Participant will make logistic arrangements for holding meetings of JWG pursuant to this MOC. Activities pursuant to this MOC are subject to the availability of resources, laws and regulations and policies of the respective countries.

## Paragraph 6

This MOC is not legally binding and will, in no way, affect the commitments of the existing bilateral agreements between the two countries.

#### Paragraph 7

Under this MOC, the designated coordinating offices will be the Ministry of Food Processing Industries, for the Indian side and the International Affairs Department, the Ministry of Agriculture, Forestry and Fisheries of Japan, for the Japanese side.

# Paragraph 8

The detailed matters concerning the implementation of this MOC will be decided through consultations between the Participants.

A 1841.4

## Paragraph 9

Any dispute arising out of the interpretation and implementation of this MOC will be settled amicably by way of consultations or negotiations through diplomatic channels between the Participants.

#### Paragraph 10

(i) Should the activities under this MOC give rise to any intellectual property rights (IPRs), the Participants will, prior to carrying out any such activities, make separate documents that will specifically provide for the ownership and management of such rights in line with the laws and regulations of each country.

(ii) Both Participants will ensure appropriate protection of IPRs generated from cooperation pursuant to this MOC, consistent with their respective laws and regulations and international treaties to which both countries are parties.

# Paragraph 11

All information and documents exchanged pursuant to this MOC will be kept confidential by the Participants and will be used subject to such terms as each Participant may specify. The Participants will not use the information for purposes other than those indicated, without the prior written consent from the other Participant.

# Paragraph 12

Any addition or modification to this MOC will be made by mutual written consent of the Participants.

#### Paragraph 13

This MOC will commence on the day of its signing and will continue for a period of 5 (five) years. Thereafter, it will automatically be renewed for further period of 5 (five) years, unless either Participant notifies the other

of its intention to terminate it in writing. This MOC can be terminated by either Participant by giving a six months advance written notice to other.

The termination of this MOC will not affect the completion of projects already in progress under this MOC.

IN WITNESS WHEREOF the undersigned being duly authorised thereto, by their respective Ministries, have signed this MOC.

DONE at Tokyo on the 29<sup>th</sup> day of October, 2018, in two originals, in English language.

FOR THE MINISTRY OF AGRICULTURE, FORESTRY AND FISHERIES OF JAPAN

1

1

FOR THE MINISTRY OF FOOD PROCESSING INDUSTRIES OF INDIA

Hiromichi Matsushima

Sujan R. Chinoy

Vice-Minister for International Affairs, Ministry of Agriculture, Forestry and Fisheries, Japan

#### Ambassador of India to Japan

or its intention to terminate it in writing. This WUC.com be all militated by all her Venisheet by garrig a six months edvaue written mobile to others.

The servicement of this MOO will not effect the completion of graphets already a program ander the MOO.

(b) Vartiking (with the Did of the Analytical Fund Anity and restored the set of a state of an and the same taken a signed the Mill.

DONE at Takyo on the 13th day of Original and Institute single at a firm

ACREATE MULETIC DE ACREACEDUR, ROBLETICE A MO SECRETION, OL MORE