

**MEMORANDUM OF COOPERATION BETWEEN THE MINISTRY OF
AGRICULTURE, FORESTRY AND FISHERIES OF JAPAN
AND
THE MINISTRY OF AGRICULTURE AND FARMERS' WELFARE OF
THE REPUBLIC OF INDIA
IN THE FIELD OF AGRICULTURE AND FOOD RELATED INDUSTRY**

The Ministry of Agriculture, Forestry and Fisheries of Japan and the Ministry of Agriculture and Farmers' Welfare of the Republic 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 fields of agriculture and food related industry; and

Recognizing the importance of strengthening agricultural and food related 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 agriculture and food related 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:

- Food value chain (added-value chain through production, manufacturing and processing, distribution and consumption of agricultural products);

- Protection of geographical indication of agricultural products and foodstuffs; and
- 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 once in every two years, in principle.

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 International Affairs Department, the Ministry of Agriculture, Forestry and Fisheries of Japan, for the Japanese side and the Ministry of Agriculture and Farmers' Welfare, for the Indian side.

Paragraph 8

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

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

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.

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 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 of this MOC 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 6 (six) months before the termination date.

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 11th day of November 2016, in two originals, in English language.

**FOR THE MINISTRY OF
AGRICULTURE, FORESTRY
AND FISHERIES OF JAPAN**

**FOR THE MINISTRY OF
AGRICULTURE AND
FARMERS WELFARE OF
THE REPUBLIC OF INDIA**

Hiromichi Matsushima

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

Sujan R. Chinoy

Ambassador of India to Japan