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Appendix III

	1st year 80/81	2nd year 81/82	3rd year 82/83	4th year 83/84
Aerial Photographing	in Paraguay	in Paraguay		
Analysis on LANDSAT's Data	in Japan	in Japan		
Field Survey				
Preparatory Survey	in Paraguay			
Sampling Survey		in	Paraguay	
Data Processing				in Japan
Study of Forestry Development-plan				in Paraguay and Japan

II 水　　産　　編

（農林業協力）

1. インドネシア・浅海養殖研究開発計画討議議事録 …… 159

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5. スリランカ・高等水産講習所計画討議議事録 …… 210

6. ミクロネシア（太平洋諸島信託統治領）
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1. インドネシア・浅海養殖研究開発計画討議議事録

THE RECORD OF DISCUSSIONS BETWEEN
THE JAPANESE PROJECT FORMULATION TEAM

AND

THE AUTHORITIES CONCERNED OF THE
GOVERNMENT OF THE REPUBLIC OF INDONESIA

CONCERNING

THE TECHNICAL COOPERATION FOR
THE MARICULTURE RESEARCH AND DEVELOPMENT PROJECT (ATA-192)

The Japanese Project Formulation Team (hereinafter referred to as "the Team") organized by the Japan International Co-operation Agency (hereinafter referred to as "JICA") and headed by Dr. Takeichiro Kafuku, visited Indonesia from August 15 to August 30, 1978, for the purpose of working out the details of the technical cooperation program concerning the Mariculture Research and Development Project in the Republic of Indonesia.

During its stay in the Republic of Indonesia, the Team exchanged views and had a series of discussions with the Indonesian authorities concerned in respect of the desirable measures to be taken by both Governments for the successful implementation of the above-mentioned Project.

As a result of the discussions, the Team and the Indonesian authorities concerned agreed to recommend to their respective Governments the matters referred to in the document attached hereto.

Jakarta, August 30, 1978

Takeichiro Kafuku

Dr. Takeichiro KAFUKU
Leader
The Japanese Project
Formulation Team

Mohamad Unar
Director
Marine Fisheries Research Institute

THE ATTACHED DOCUMENT

I. COOPERATION BETWEEN THE GOVERNMENT OF JAPAN AND THE GOVERNMENT OF THE REPUBLIC OF INDONESIA ON MARICULTURE RESEARCH AND DEVELOPMENT PROJECT

1. The Government of Japan and the Government of the Republic of Indonesia will cooperate with each other in implementing the Mariculture Research and Development Project (hereinafter referred to as "the Project") for the purpose of contributing to develop fish and shell-fish culture, which in turn will extend employment opportunities, increase fisheries production and improve fishermen's income.

2. The Project will be implemented in accordance with the Master Plan which is given in Annex I, provided that the Master Plan may be modified by agreement between the authorities concerned of the two Governments when necessity arises.

II. DISPATCH OF JAPANESE EXPERTS

1. In accordance with the laws and regulations in force in Japan, the Government of Japan will take necessary measures through JICA to provide at its own expense services of the Japanese experts as listed in Annex II through the normal procedures under the Colombo Plan Technical Cooperation Scheme.

2. The Japanese experts referred to in 1 above and their families will be granted in the Republic of Indonesia the privileges, exemptions and benefits no less favourable than those accorded to experts of third countries working in the Republic of Indonesia under the Colombo Plan Technical Cooperation Scheme.

III. PROVISION OF MACHINERY AND EQUIPMENT

1. In accordance with the laws and regulations in force in Japan, the Government of Japan will take necessary measures through JICA to provide at its own expense such machinery, equipment and other materials necessary for the implementation of the Project as listed in Annex III, through the normal procedures under the Colombo Plan Technical Cooperation Scheme.

2. The article referred to in 1 above will become the property of the Government of the Republic of Indonesia upon being delivered c.i.f. to the Indonesian authorities concerned at the ports and/or airports of disembarkation, and will be utilized exclusively for the successful implementation of the Project in consultation with the Team Leader referred to in Annex II.

IV. TRAINING OF INDONESIAN PERSONNEL IN JAPAN

1. In accordance with the laws and regulations in force in Japan, the Government of Japan will take necessary measures through JICA to receive at its own expense the Indonesian Government officials connected with the Project for technical training or study tour in Japan through the normal procedures under the Colombo Plan Technical Cooperation Scheme.

2. The Government of the Republic of Indonesia will take necessary measures to ensure that the knowledge and experience acquired by the Indonesian Government officials from technical training in Japan will be utilized effectively for the implementation of the Project.

V. MEASURES TO BE TAKEN BY THE GOVERNMENT OF THE REPUBLIC OF INDONESIA

1. In accordance with the laws and regulations in force in the Republic of Indonesia, the Government of the Republic of Indonesia will take necessary measures to provide at its own expenses:

   (1) Services of the Indonesian counterpart personnel and administrative personnel as listed in Annex IV;

   (2) Land, buildings and facilities as listed in Annex V;

   (3) Supply or replacement of machinery, equipment, instrument, vehicles, tools, spare parts and any other materials necessary for the implementation of the Project other than those provided through JICA under III above;

   (4) Transportation facilities and travel allowance for the Japanese experts for the official travel within the Republic of Indonesia;

   (5) Suitably furnished existing accommodations for the Japanese experts and their families.

2. In accordance with the laws and regulations in force in the Republic of Indonesia, the Government of the Republic of Indonesia will take necessary measures to meet:

   (1) Expenses necessary for the transportation within the Republic of Indonesia of the articles referred to in III above as well as for the installation, operation and maintenance thereof;

(2) Customs duties, internal taxes and any other charges, imposed in the Republic of Indonesia on the articles referred to in III above;

(3) All running expenses necessary for the implementation of the Project.

VI. ADMINISTRATION OF THE PROJECT

1. Share of responsibility and cooperation from other institutions.

The Director of the Marine Fisheries Research Institute, in consultation with the head of the Agency for Agricultural Research and Development, will be responsible for the administration of the Project and will be the executing agency for the successful implementation of the Project in close cooperation with other institutions.

The Japanese experts will provide technical guidance and advice for the successful implementation of the Project.

2. Establishment of Joint-Committee.

In order to execute smooth operation of the Project, a Joint-Committee will be established.

The Joint-Committee will meet regularly at least two times a year and its main task will be to formulate annual operational work plan of the Project, and deal with specific problem(s).

The composition of the Committee is specified in Annex VI.

VII. CLAIMS AGAINST JAPANESE EXPERTS

The Government of the Republic of Indonesia undertakes to bear claims, if any arises, against the Japanese experts engaged in the Project resulting from, occuring in the course of, or otherwise connected with the discharge of their official functions in the Republic of Indonesia except for those arising from the willful misconduct or gross negligence of the Japanese experts.

VIII. MUTUAL CONSULTATION

There will be mutual consultation between the two Governments on any major issues arising from, or in connection with this Attached Document.

IX. TERM OF COOPERATION

The technical cooperation for the Project under this Attached Document will be valid from the date of the signing of this Record of Discussions until March 31, 1982.

ANNEX I

MASTER PLAN

The Project activities will be carried out at existing Ancol Mariculture Laboratory and Experimental Farms to be established in Banten Bay for the purpose of developing the culture techniques on fish and shell-fish, which is selected for the following reasons.

1. Existence of culturable species of fish and shell-fish.
2. Situated in the center of fishermen's community.
3. Close to the market in densely populated area.
4. Close to Ancol Mariculture Laboratory, Marine Fisheries Research Institute.

The activities of the Project will consist of studies and development on the following subjects :

A. Selection of fishes and shell-fishes suitable for culture development.

   The most suitable species will be selected through following studies.

   a. Study on seed and fry collection
   b. Study on intermediate breeding
   c. Study on mature specimen
   d. Study on baits and food
   e. Study on mix-culture
   f. Evaluation on items a-e.

B. Selection on suitable methods for fish and shell-fish culture.

   The following experiments will be conducted so as to find out low cost culture method to adapt local needs.

a. Study on traditional methods
b. Experiment of cage culture
c. Experiment of pen culture
d. Experiment of pond culture
e. Experiment of other methods
f. Evaluation on items a-e.

C. Study on natural environment.

The following study will be conducted in order to find out the standard of selecting for suitable site of fish and shell-fish culture in Banten Bay.

a. Study on water quality and botton condition.
b. Study on other environment conditions.

ANNEX II

JAPANESE EXPERTS

Team Leader

Two fish culture experts

One shell-fish culture expert

Coordinator/Liaison Officer

Note : If necessary short-term experts in the above or other specific fields may be dispatched, based on the consultation with the Director of Marine Fisheries Research Institute.

ANNEX III

THE EQUIPMENT, MACHINERY AND OTHER MATERIALS

1. Machinery, equipment and materials for research and experiment.

   (1) Those for laboratory work.

   (2) Those for field work.

2. Machinery, equipment and materials for construction of pond culture.

3. Machinery, equipment and materials for management of culture and breeding.

4. Audio visual aids.

5. Vehicles and small boats.

6. Other necessary minor equipment and materials.

ANNEX IV

INDONESIAN COUNTERPARTS AND OTHER PERSONNEL

1. Project Manager

2. 6(six) Counterparts for Japanese experts

3. Experiment assistants

4. Boat operators and car drivers

5. Watchmen (boats and culture facilities)

6. Workers

7. Other administrative personnel including typists and clerks.

Note : At least three counterparts of fish and shell-fish experts and three experiment assistants should be fully stationed at the Project site of Banten Bay.

ANNEX V

LAND, BUILDINGS AND FACILITIES

1. Ancol Mariculture Laboratory

   (1) Rooms for the experiment and meetings

   (2) Other necessary facilities for the implementation of the Project.

2. Banten

   (1) Office

   (2) Experimental farms (including sea water areas)

   (3) Mooring of boats

   (4) Workshop and garage

   (5) Fresh water wells (three places)

   (6) Housing facilities in farm area

   (7) Store house for machinery, equipment and materials.

ANNEX VI

COMPOSITION OF THE JOINT-COMMITTEE

1. Chairman : Director of the Marine Fisheries Research Institute.

2. Vice Chairman : An official appointed by the head of the Agency for Agricultural Research and Development.

3. Indonesian side:

   a. Project Manager

   b. Representative of the Bureau of Planning, Ministry of Agriculture.

   c. Representative of Directorate General of Fisheries.

   d. Representative of the local Government.

4. Japanese side :

   a. Team Leader.

   b. Experts designated by the Team Leader.

   c. Coordinator/Liaison Officer.

   d. Representative of JICA.

Note : An official of the Embassy of Japan may attend the meetings of the Joint-Committee as an observer.

ANNEX

TENTATIVE SCHEDULE OF THE PROJECT

Items	'78	'79	'80	'81	Remarks
Survey Team	Formulation	Advisory	Advisory	Evaluation	
Dispatching Japanese Experts					
* Project Leader					
* Two fish culture experts					
* One shell-fish culture expert					
* Coordinator/Liaison officer					
* Short term experts					
Providing the equipment, Machinery and Materials		1st arriving	2nd	3rd	4th	Amount about 150 million Yen
Receiving the Indonesian personnel		Study tour & Training	Training	Training		Total amount about 370 million Yen

Note: This schedule is subject to conditions that necessary budget will be acquired for the implementation of the Project.
Contents of the schedule are subject to change within the scope of the Master Plan of the said Attached Document, Annex I.

2. チリ・水産養殖計画討議議事録

THE RECORD OF DISCUSSIONS BETWEEN THE JAPANESE IMPLEMENTATION SURVEY TEAM AND THE AUTHORITIES CONCERNED OF THE GOVERNMENT OF THE REPUBLIC OF CHILE ON THE JAPANESE TECHNICAL COOPERATION FOR THE AQUACULTURE PROJECT.

SANTIAGO DE CHILE

October 2, 1979

THE RECORD OF DISCUSSIONS BETWEEN THE JAPANESE IMPLEMENTATION SURVEY TEAM AND THE AUTHORITIES CONCERNED OF THE GOVERNMENT OF THE REPUBLIC OF CHILE ON THE JAPANESE TECHNICAL COOPERATION FOR THE AQUACULTURE PROJECT

The Japanese Implementation Survey Team (hereinafter referred to as " the Team ") organized by the Japan International Cooperation Agency (hereinafter referred to as " JICA ") and headed by Mr. Akira Arimatsu, Executive Director of JICA, visited the Republic of Chile from September, 19 to October,6, 1979 for the purpose of working out the details of the technical cooperation program concerning the Aquaculture Project in the Republic of Chile.

During its stay in the Republic of Chile, the Team exchanged views and had a series of discussions with the Chilean authorities concerned in respect of the desirable measures to be taken by both Governments for the successful implementation of the above-mentioned Project.

As a result of the discussions, the Team and the Chilean authorities concerned agreed to recommend to their respective Governments the matters referred to in the document attached hereto,based on " ACUERDO SOBRE COOPERACION TECNICA ENTRE EL GOBIERNO DEL JAPON Y EL GOBIERNO DE LA REPUBLICA DE CHILE (Agreement on Technical Cooperation between the Government of Japan and the Government of the Republic of Chile)".

A. Arimatsu
AKIRA ARIMATSU
HEAD OF THE JAPANESE
IMPLEMENTATION SURVEY TEAM
SANTIAGO, October 2, 1979

JOSE RADIC PRADO
SUB - SECRETARY OF FISHERIES
MINISTRY OF ECONOMICS DEVELOPMENT AND RECONSTRUCTION

THE ATTACHED DOCUMENT

I. COOPERATION BETWEEN BOTH GOVERNMENTS

1. The Government of Japan and the Government of the Republic of Chile will cooperate with each other in implementing the Aquaculture Project (hereinafter referred to as " the Project ") putting emphasis on Chum Salmon (Oncorhynchus Keta) Introduction Plan for the purpose of supporting the Fisheries Resources Development Program of the Republic of Chile.
2. The Project will be implemented in accordance with the Master Plan which is given in Annex I.

II. DISPATCH OF JAPANESE EXPERTS

1. In accordance with the laws and regulations in force in Japan, the Government of Japan will take necessary measures through JICA to provide at its own expense. services of the Japanese experts as listed in Annex II through the normal procedures under the Technical Cooperation Scheme of Japan.
2. The Japanese experts referred to in 1 above and their families will be granted in the Republic of Chile the privilegés, exemptions and benefits as listed in Annex III and will be granted privileges, exemptions and benefits no less favourable than those granted to experts of third countries or of international organizations performing similar missions in the Republic of Chile.

III. PROVISION OF MACHINERY AND EQUIPMENT.

1. In accordance with the laws and regulations in force in Japan, the Government of Japan will take necessary measures through JICA to provide at its own expense such eyed eggs of salmon, machinery, equipment and other materials necessary for the implementation of the Project as listed in Annex IV, through the normal procedures under the Technical Cooperation Scheme of Japan.
2. The articles referred to in 1 above will become the property of the Government of the Republic of Chile upon being delivered c.i.f. at ports or airports of disembarkation to the Chilean authorities concerned and will be utilized exclusively for the implementation of the Project in consultation with the Japanese experts referred to in Annex II.
3. All machinery and equipment so far provided through JICA to Salmon Introduction Plan may be used for the implementation of the Project.

IV. TRAINING OF CHILEAN PERSONNEL IN JAPAN.

1. In accordance with the laws and regulations in force in Japan, the Government of Japan will take necessary measures through JICA to receive at its own expense the Chilean personnel connected with the Project for technical training in Japan through the normal procedures under the Technical Cooperation Scheme of Japan.

2. The Government of the Republic of Chile will take necessary measures to ensure that the knowledge and experience acquired by the Chilean personnel from technical training in Japan will be utilized effectively for the implementation of the Project.

V. MEASURES TO BE TAKEN BY THE GOVERNMENT OF THE REPUBLIC OF CHILE

1. In accordance with the laws and regulations in force in the Republic of Chile, the Government of the Republic of Chile will take necessary measures to provide at its own expense :

(1) Services of the Chilean counterpart personnel and administrative personnel as listed in Annex V ;

(2) Land, buildings and facilities as listed in Annex VI;

(3) Supply or replacement of machinery, equipment, instrument, vehicles, boats, tools, spare parts and any other materials necessary for the implementation of the Project other than those provided through JICA under III above ;

(4) Transportation facilities and travel allowance for the Japanese experts for the official travel within the Republic of Chile;

(5) Suitably furnished accommodations for the Japanese experts in accordance with Art. V-2 of the Agreement on Technical Cooperation between the Government of Japan and the Government of the Republic of Chile.

2. In accordance with the laws and regulations in force in the Republic of Chile, the Government of the Republic of Chile will take necessary measures to meet :

(1) Expenses necessary for the transportation within the Republic of Chile of the articles referred to in III-1 above as well as for the installation, operation and maintenance thereof ;
(2) Customs duties, internal taxes and any other charges, imposed in the Republic of Chile on the articles referred to in III above ;
(3) All running expenses necessary for the implementation of the Project.

VI. ADMINISTRATION OF THE PROJECT

1. The Director of National Fisheries Service, Ministry of Economics Development and Reconstruction will be responsible for the administration and implementation of the Project and the Japanese experts will provide necessary technical guidance and advice for the implementation of the Project.
2. In order to execute smooth operation of the Project, a Joint-Committee will be established.
The Joint-Committee will meet regularly and its main task will be to formulate the annual operational work plan of the Project and to deal with specific problems.
The composition of the Joint-Committee is specified in Annex VII.

A.A.

VII. CLAIMS AGAINST JAPANESE EXPERTS.

The Government of the Republic of Chile undertakes to bear claims, if any arises, against the Japanese experts engaged in the Project resulting from, ocurring in the course of, or otherwise connected with the discharge of their official functions in the Republic of Chile, except for those arising from the willful misconduct or gross negligence of the Japanese experts.

VIII. MUTUAL CONSULTATION

The two Governments will consult with each other in respect of any major issues that may arise from or in connection with this Attached Document.

IX. TERM OF COOPERATION

The duration of the technical cooperation for the Project under this Attached Document will be five (5) years from the date of signature of the Record of Discussions.

ANNEX I MASTER PLAN

The Project consists of the following activities

1. Hatching and liberation of Chum Salmon
   (1) Hatching at Coyhaique Hatchery Station, Dr. Yoshikazu Shiraishi
   (2) Feeding and rearing until a time suitable for liberation at Coyhaique Hatchery Station, Dr. Yoshikazu Shiraishi
   (3) Hatching, feeding, rearing and acclimating the fry until a time suitable for liberation at a rearing station, which will be established at Ensenada Baja area
   (4) Pen-rearing at Ensenada Baja area
   (5) Liberation including marking release
2. Research and Survey
   (1) Trace survey of liberated fry on seaward migration and staying situation, predation by natural enemies, feeding habit, growth, etc.
   (2) Establishment of the survey methods and survey on homing confirmation of adult salmon
   (3) Environmental research on water temperature, currents, water quality, etc. and biological research on distribution of fishes, food organisms, etc.
3. Hatching and liberation of Pink Salmon at necessity
4. Other activities necessary for the implementation of the Project

Notes : In case that the homing of adult salmon is confirmed, the following activities will be added.
   (1) Reproduction by egg-stripping from adult salmon
   (2) Preparation of development plan of the new resources

ANNEX II JAPANESE EXPERTS

	Category	Field
1.	Team Leader	
2.	Experts	a. Fish Culture
		b. Environmental Survey
		c. Homing Survey
3.	Coordinator	

Note : Additional experts on short-term assignment in the fields mentioned in 2 above as well as in other fields may also be dispatched when necessity arises.

ANNEX III PRIVILEGES, EXEMPTIONS AND BENEFITS

1. Exemptions from income tax and charges of any kind imposed on or in connection with the living allowances remitted from abroad

2. Exemptions from import and export duties and any other charge in respect of personal and household effects, including one motor vehicle per family, which may be brought into the Republic of Chile from abroad

3. Free medical services and facilities for the Japanese experts in accordance with Art. V-2 of the Agreement on Technical Cooperation between the Government of Japan and the Government of the Republic of Chile.

ANNEX IV LIST OF THE ARTICLES

1. Eyed eggs

Japanese Fiscal Year	Number of eggs Chum Salmon (Oncorhynchus Keta)
1979	2.000.000
1980	3.000.000
1981	3.000.000
1982	3.000.000
1983	3.000.000
TOTAL.....	14.000.000

Note : Japanese fiscal year is from April to March of following year.

2. Machinery, equipment and materials necessary for hatching of eyed eggs, rearing and liberation of fry
3. Machinery, equipment and materials necessary for environmental survey of rivers, fiords and ocean
4. Fishing gear and materials necessary for catching of adult salmon
5. One survey boat at inland sea
6. Motor vehicles for field survey and transportation of fry
7. Other machinery, equipment, materials and spare parts necessary for the implementation of the Project

Note : Eyed eggs of Pink Salmon (Oncorhynchus Gorbuscha) may also be provided when necessity arises. A.A.

ANNEX V LIST OF CHILEAN STAFF

1. Project Director

2. Experts
   a. Fish Culture
   b. Environmental Survey
   c. Homing Survey

3. Technicians
   a. One Technician for each expert mentioned in 2 above
   b. Other necessary technicians including boat operators

4. Administrative personnel and workers
   a. Secretaries and typists
   b. Workers including watchmen and car drivers

ANNEX VI LIST OF LAND, BUILDINGS AND FACILITIES

1. Coyhaique Hatchery Station, Dr. Yoshikazu Shiraishi

   (1) Hatching room and eyed egg inspection room
   (2) Rearing ponds
   (3) Office and meeting room
   (4) Laboratory
   (5) Housing accommodation
   (6) Workshop
   (7) Store house for machinery, equipment and materials
   (8) Garage

2. Ensenada Baja Rearing Substation

   (1) Hatching accommodation
   (2) Rearing ponds
   (3) A suitable sea area for rearing
   (4) Administrative facilities
   (5) Housing accommodation
   (6) Store house for machinery, equipment and materials
   (7) Garage

3. Simpson Survey Substation

   (1) Administrative facilities
   (2) Housing accommodation
   (3) Store house for machinery, equipment and materials
   (4) Garage

4. Base and store house for survey boat

5. Other necessary land, buildings and facilities for the implementation of the Project

ANNEX VII COMPOSITION OF THE JOINT - COMMITTEE

1. Chairman Sub-Secretary of Fisheries
Ministry of Economics Development
and Reconstruction

2. Members

(1) Chilean side :

a. Director of National Fisheries Service
b. Chief of Propagation, National Fisheries Service
c. Chief of Aysén District, National Fisheries Service
d. Personnel designated by the Director of National Fisheries Service

(2) Japanese side :

a. Team Leader
b. Experts designated by Team Leader
c. Coordinator
d. Representative of JICA

Note : An official of the Embassy of Japan may attend the meeting of the Joint - Committee as an observer.

THE RECORD OF DISCUSSIONS ON THE
JAPANESE TECHNICAL COOPERATION
FOR THE AQUACULTURE PROJECT

Mr. Yoshimi YAMADA, acting team leader of Japanese experts dispatched from the Japan International Cooperation Agency, had a series of talks with the authorities concerned of the Government of the Republic of Chile on the Provision of Special Measures by the Government of Japan in the Japanese Technical Cooperation for the Aquaculture Project.

As a result the discussion, both sides agreed to recommend to thier respective governments to add the provision in the document attached hereto as the Article X to the Record of Discussions on the Japanese Technical Cooperation for the Aquaculture Project which was signed on October 2nd, 1979 between the Japanese Implementation Survey Team organized by the Japan International Cooperation Agency and the authorities concerned of the Government of the Republic of Chile.

Santiago, 23,Sept., 1980

Yoshimi YAMADA
Acting Team Leader of
Japanese Experts
Japan International Cooperation
Agency

Roberto VERDUGO
Sub-Secretary of Fisheries
Ministry of Economics Development
and Reconstruction

X. PROVISION ON SPECIAL MEASURES

For fostering the smooth promotion of the Project, in accordance with the laws and regulations in force in Japan, the Government of Japan will take necessary measures through JICA to supplement a portion of the local cost expenditures for the execution of the physical infrastructure such as construction work of model farm and so on when necessity arises.

3. タイ・沿岸養殖開発計画討議議事録

THE RECORD OF DISCUSSIONS BETWEEN THE JAPANESE IMPLEMENTATION SURVEY TEAM AND THE AUTHORITIES CONCERNED OF THE GOVERNMENT OF THAILAND ON THE JAPANESE TECHNICAL COOPERATION FOR THE COASTAL AQUACULTURE DEVELOPMENT PROJECT

The Japanese Implecentation Survey Tesa (hereinafter referred to as "the Team") organized by the Japan International Cooperation Agency (hereinafter referred to as JICA) and headed by Dr. Masaru FUJIYA, Counsellor, Research Department, Fisheries Agency, Ministry of Agriculture, Forestry and Fisheries, visited Thailand from October 13 to October 28, 1980, for the purpose of working out the details of the technical cooperation program concerning the Coastal Aquaculture Development Project in Thailand.

During its stay in Thailand, the Teas exchanged views and had a series discussions with the Thai authorities concerned in respect of the desirable measures to be taken by both Governments for the successful implementation of the above-mentioned Project.

As a result of the discussions, the Team and the Thai authorities concerned agreed to recommend to their respective Governments the matters referred to in the document attached hereto.

Bangkok, THAILAND, October 21, 1980

Dr. Masaru FUJIYA
Head of the Japanese
Implementation Survey Team
JAPAN

Commander Svarng CHAREANPEOL RTN.
Director-General,
Department of Fisheries,
Ministry of Agriculture and Cooperatives
THAILAND

In the presence of:

Mr. Aptlas OSTANANDA
Director-General,
Department of Technical and Economic
Cooperation
THAILAND

THE ATTACHED DOCUMENT

I. COOPERATION BETWEEN BOTH GOVERNMENTS

1. The Government of Japan and the Government of Thailand will cooperate with each other in implementing the Coastal Aquaculture Development Project (hereinafter referred to as "the Project") for the purpose of the developing coastal aquaculture in Thailand which will contribute to promoting the production of protein source in the coastal area, as well as employment opportunities for the Thai people.

2. The Project will be implemented in accordance with the Master Plan which is given in Annex I.

II. DISPATCH OF JAPANESE EXPERTS

1. In accordance with the laws and regulations in force in Japan, the Government of Japan will take necessary measures through JICA to provide at its own expense services of the Japanese experts as listed in Annex II through the normal procedures under the Colombo Plan Technical Cooperation Scheme.

2. The Japanese experts referred to in 1. above and their families will be granted in Thailand, the privileges, exemptions and benefits no less favourable than those accorded to experts of third countries working in Thailand under the Colombo Plan Technical Cooperation Scheme.

II. PROVISION OF MACHINERY AND EQUIPMENT

1. In accordance with the laws and regulations in force in Japan, the Government of Japan will take necessary measures through JICA to provide at its own expense such machinery, equipment and other materials necessary for the implementation of the Project as listed in Annex III, through the normal procedures under the Colombo Plan Technical Cooperation Scheme.

2. The articles referred to in 1. above will become the property of the Government of Thailand upon being delivered c.i.f. to the Thai authorities concerned at the ports and/or airports of disembarkation, and will be utilized exclusively for the implementation of the Project in consultation with the Japanese experts referred to in Annex II.

IV. TRAINING OF THAI PERSONNEL IN JAPAN

1. In accordance with the laws and regulations in force in Japan, the Government of Japan will take necessary measures through JICA to receive at its own expense the Thai personnel connected with the Project for technical training in Japan through the normal procedures under the Colombo Plan Technical Cooperation Scheme.

2. The Government of Thailand will take necessary measures to ensure that the knowledge and experience acquired by the Thai personnel from technical training in Japan will be utilized effectively for the implementation of the Project.

V. MEASURES TO BE TAKEN BY THE GOVERNMENT OF THAILAND

1. In accordance with the laws and regulation in force in Thailand, the Government of Thailand will take necessary measures to provide at its own expense:

   (1) Services of the Thai counterpart personnel and administrative personnel as listed in Annex IV;

   (2) Land, buildings and facilities as listed in Annex V;

   (3) Supply or replacement of machinery, equipment, instrument, vehicles, tools, spare parts and any other materials necessary for the implementation of the Project other than those provided through JICA under III above;

   (4) Transportation facilities and travel allowance for the Japanese experts for the official travel within Thailand;

   (5) Suitably furnished accommodations for the Japanese experts and their families.

2. In accordance with the laws and regulations in force in Thailand, the Government of Thailand will take necessary measures:

   (1) To meet expenses necessary for the transportation within Thailand of the articles referred to in III above as well as for the installation, operation and maintenance thereof;

   (2) To exempt customs duties, internal taxes and any other charges, imposed in Thailand on the articles referred to in III above;

   (3) To meet all running expenses necessary for the implementation of the Project.

VI. ADMINISTRATION OF THE PROJECT

1. The Director-General of Department of Fisheries, Ministry of Agriculture and Cooperatives will be responsible for the administration and implementation of the Project and the Japanese experts will provide necessary technical guidance and advice for the implementation of the Project.

2. For the successful implementation of the Project, a Joint-Committee will be established.
   The Joint-Committee will meet regularly and its main task will be to formulate the annual operational work plan of the Project and to deal with specific problems.
   The composition of the Joint-Committee is specifiec in Annex VI.

VII. CLAIMS AGAINST JAPANESE EXPERTS

The Government of Thailand undertakes to bear claims, if any arises, against the Japanese experts engaged in the Project resulting from, occuring in the course of, or otherwise connected with the discharge of their official functions in Thailand except for those arising from the willful misconduct or gross negligence of the Japanese experts.

VIII. MUTUAL CONSULTATION

There will be mutual consultation between the two Governments on any major issues arising from, or in connection with this Attached Document.

IX. TERM OF COOPERATION

The duration of the technical cooperation for the Project under this Attached Document will be 5 years from April 1, 1981.

ANNEX I MASTER PLAN

1. The Project is to be implemented at the Songkhla Coastal Aquaculture Center, Kao-Seng, Songkhla, Thailand.

2. The Project will carry out the research for the purpose of improving technology and knowledge on the following subjects, so as to contribute to the development of coastal aquaculture in Thailand.

   (1) Research of Seed Production for Fish

      a. Breeding, hatching and nursing

      b. Cultivation of plankton as feed

      c. Genetic selection of breeder

   (2) Aquaculture Research for fish

      a. Culture and Propagation

      b. Nutrition

      c. Health Control

   (3) Research of Coastal Aquaculture Survey Procedures for Fish

      a. Environmental survey

      b. Fish distribution and abundance

      c. Ecology

Note: According to the re-organization of research system of coastal aquaculture in Thailand, the name of the Songkhla Coastal Aquaculture Center would be changed to the National Institute of Coastal Aquaculture (NICA).

ANNEX II JAPANESE EXPERTS

Category	Field	Number
1. Team Leader		1
2. Experts	(1) Aquaculture	1
	(2) Aquaculture/ Coordinator	1

Note: Short-term experts including scholars of universities and researchers of fisheries research institutes on the subjects referred to in Annex I as well as in other fields on fish culture may also be dispatched when necessity arrises.

ANNEX III LIST OF THE ARTICLES

1. Machinery, equipment and materials necessary for fish seed production and aquaculture research.
2. Machinery, equipment and materials necessary for coastal aquaculture survey.
3. Work boats and vehicles for coastal aquaculture survey and other necessary works of the Project.
4. Audio-visual aids.
5. Other machinery, equipment, materials and spare parts necessary for the implementation of the Project.

ANNEX IV LIST OF THAI STAFF

1. Director of the Songkhla Coastal Aquaculture Center (Project Manager).
2. Counterpart personnel for the Japanese experts in the fields of research of seed production, aquaculture research and coastal aquaculture survey procedures for fish.
3. Assistant researchers.
4. Boat operators.
5. Administrative personnel including typists and clerks.
6. Car drivers, watchmen, workers, etc.

ANNEX V LIST OF LAND, BUILDINGS AND FACILITIES

1. Land

   Land for the Songkhla Coastal Aquaculture Center.

2. Buildings

   a. Center building:

      i. Administration block

      ii. Research block

   b. Dormitory.

   c. Service buildings and connecting corridor.

   d. Other incidental buildings.

3. Facilities

   a. Experimental tanks and seawater supply system.

   b. Utility services and road within the site.

   c. Storage house and workshop.

   d. Moorage for boats.

   e. Cage culture site.

   f. Other facilities necessary for implementation of the Project.

ANNEX VI COMPOSITION OF THE JOINT-COMMITTEE

1. Chairman:

   Director-General of Department of Fisheries

2. Thai side:

   a. Director of the Songkhla Coastal Aquaculture Center.

   b. Representative of Budget Bureau.

   c. Representative of the Ministry of Agriculture and Cooperatives.

   d. Representative of Department of Technical and Economic Cooperation.

   e. Representative of Department of Fisheries.

3. Japanese side:

   a. Team Leader.

   b. Experts.

   c. Representative of JICA.

Note: An official of the Embassy of Japan may attend the meeting of the Joint-Committee as an observer.

4. フィジー・水産養殖研究開発計画討議議事録

THE RECORD OF DISCUSSIONS BETWEEN THE JAPANESE IMPLEMENTATION SURVEY TEAM AND THE AUTHORITIES CONCERNED OF THE GOVERNMENT OF FIJI ON THE JAPANESE TECHNICAL COOPERATION FOR THE AQUACULTURE RESEARCH AND DEVELOPMENT PROJECT

The Japanese Implementation Survey Team (hereinafter referred to as "the Team") organized by the Japan International Cooperation Agency (hereinafter referred to as JICA) and headed by Dr. Sho Morita, Chief of Research Planning and Coordination Division, Tokai Regional Fisheries Research Laboratory, Fisheries Agency, Ministry of Agriculture, Forestry and Fisheries visited Fiji from November 4 to November 19 for the purpose of working out the details of the technical cooperation program concerning the Aquaculture Research and Development Project in Fiji.

During its stay in Fiji, the Team exchanged views and had a series of discussions with the Fijian authorities concerned in respect of the desirable measures to be taken by both Governments for the successful implementation of the above-mentioned Project.

As a result of the discussions, the Team and the Fijian authorities concerned agreed to recommend to their respective Governments the matters referred to in the document attached hereto.

November 18, 1981

森田 昇

Dr. Sho Morita
Head of the Japanese
Implementation Survey Team

Peter C. Hunt.

Mr. P. C. Hunt
Chief Fisheries Officer
Ministry of Agriculture
and Fisheries

THE ATTACHED DOCUMENT

I. COOPERATION BETWEEN BOTH GOVERNMENTS

1. The Government of Japan and the Government of Fiji will cooperate with each other in implementing the Aquaculture Research and Development Project (hereinafter referred to as "the Project") for the purpose of developing freshwater and marine culture, particularly grass carp and other carp, macrobrachium species and shellfish, mainly oyster, which will provide the rural people with protein and substitute imports of fisheries products.

2. The Project will be implemented in accordance with the Master Plan which is given in Appendix I.

II. DISPATCH OF JAPANESE EXPERTS

1. In accordance with the laws and regulations in force in Japan, the Government of Japan will take necessary measures through JICA to provide at its own expense services of the Japanese experts as listed in Appendix II through the normal procedures under the Colombo Plan Technical Cooperation Scheme.

2. The Japanese experts referred to in 1 above and their families will be granted in Fiji the privileges, exemptions and benefits no less favourable than those accorded to experts of third countries working in Fiji under the Colombo Plan Technical Cooperation Scheme.

III. PROVISION OF MACHINERY AND EQUIPMENT

1. In accordance with the laws and regulations in force in Japan, the Government of Japan will take necessary measures through JICA to provide at its own expense such machinery, equipment and other materials necessary for the implementation of the Project as listed in Appendix III, through the normal procedures under the Colombo Plan Technical Cooperation Scheme.

2. The articles referred to in 1 above will become the property of the Government of Fiji upon being delivered c.i.f. to the Fijian authorities concerned at the ports and/or airports of disembarkation, and will be utilized exclusively for the implementation of the Project in consultation with the Japanese experts referred to in Appendix II.

IV. PROVISION OF SPECIAL MEASURES

For fostering the smooth promotion of the Project, in accordance with the laws and regulations in force in Japan, the Government of Japan will take necessary measures through JICA in order to supplement a portion of the local cost expenditures for the execution of the physical infrastructure such as construction work of water supply and fencing when necessity arises.

V. TRAINING OF FIJIAN PERSONNEL IN JAPAN

1. In accordance with the laws and regulations in force in Japan, the Government of Japan will take necessary measures through JICA to receive at its own expense the Fijian personnel connected with the Project for technical training in Japan through the normal procedures under the Colombo Plan Technical Cooperation Scheme.

2. The Government of Fiji will take necessary measures to ensure that the knowledge and experience acquired by the Fijian personnel from technical training in Japan will be utilized effectively for the implementation of the Project.

VI. SERVICES FOR FIJIAN COUNTERPART PERSONNEL AND ADMINISTRATIVE PERSONNEL

1. In accordance with the laws and regulations in force in Fiji, the Government of Fiji will take necessary measures to secure at its own expense necessary services for Fijian counterpart personnel and administrative personnel as listed Appendix IV.

2. As to the Fijian counterpart personnel, the Government of Fiji will endeavor to allocate the necessary number of suitably qualified personnel corresponding to each Japanese expert to be dispatched by the Government of Japan as specified in Appendix II, to fulfill the effective and successful transfer of technology under the Project.

VII. MEASURES TO BE TAKEN BY THE GOVERNMENT OF FIJI

1. In accordance with the laws and regulations in force in Fiji, the Government of Fiji will take necessary measures to provide at its own expense:

(1) Services of the Fijian counterpart personnel and administrative personnel as listed in Appendix IV;

(2) Land, buildings and facilities as listed in Appendix V;

(3) Supply or replacement of machinery, equipment, instrument, vehicles, tools, spare parts and any other materials necessary for the implementation of the Project other than those provided through JICA under III above;

(4) Transportation facilities and travel allowance for the Japanese experts for the official travel within Fiji;

(5) Suitably furnished accomodations for the Japanese experts and their families.

2. In accordance with the laws and regulations in force in Fiji, the Government of Fiji will take necessary measures to meet:

(1) Expenses necessary for the transportation within Fiji of the articles referred to in III above as well as for the installation, operation and maintenance thereof;

(2) Customs duties, internal taxes and any other charges, imposed in Fiji on the articles referred to in III above;

(3) All running expenses necessary for the implementation of the Project.

VIII. ADMINISTRATION OF THE PROJECT

1. The Chief Fisheries Officer, Fisheries Division, Ministry of Agriculture and Fisheries of the Government of Fiji will be responsible for the administration and implementation of the Project and the Japanese experts will provide necessary technical guidance and advice for the implementation of the Project.

2. There will be close consultation on the matters concerning the implementation of the Project between both sides. For this purpose, the Joint Committee will be established with the functions and composition as specified in Appendix VI.

IX. CLAIMS AGAINST JAPANESE EXPERTS

The Government of Fiji undertakes to bear claims, if any arises, against the Japanese experts engaged in the Project resulting from, occuring in the course of, or otherwise connected with the discharge of their official functions in Fiji except for those arising from the willful misconduct or gross negligence of the Japanese experts.

X. MUTUAL CONSULTATION

There will be mutual consultation between the two Governments on any major issues arising from, or in connection with this Attached Document.

XI. TERM OF COOPERATION.

This Record of Discussions will come into force on the date of signature and remain in force until March 31st 1985.

APPENDIX I.

MASTER PLAN

1. The Project is to be implemented at the existing Naduruloulou Freshwater Culture Station for development of aquaculture production techniques of freshwater fish, and at the Lami Fisheries Office for basic aquaculture research and production of Macrobrachium species, and research into shellfish, mainly oyster. Experimental trial production farms will be established at Togalevu and Savusavu.

2. The activities of the project will comprise of:

A. NATIVE SPECIES - SUITABILITY FOR AQUACULTURE.

A-1 Collation of environmental and biological data on native species in order to determine their suitability for aquaculture.

A-2 Examination of local species' characteristics.

A-3 Production trials where warranted.

B. EXOTIC SPECIES - INTRODUCTION AND PRODUCTION.

B-1 Liberation of selected species and assessing their establishment. This will include research into the suitable introducible species.

B-2 Grass carp and other carps.

B-2 -1. Experimental adult breeding (natural and induced) and production of various carp fry for distribution. This would include:

(1) egg collection, hatching and nursing

(2) fry production

(3) cultivation of plankton as feed.

2. Trials into pond culture including culture with other species (polyculture). Essential components would include grow out trials, nutrition and fish health control.

B-3 Macrobrachium

B-3 - 1. Hatchery production of Macrobrachium seed for distribution.

2. Macrobrachium pond trials. This would include grow out trials, nutrition and health control.

B-4 Shellfish (mainly oyster)

Experimental trials in culturing suitable shellfish species and their seed production as required.

3. Technical cooperation to the experimental production will be extended as agreed by the Joint Committee, when the facilities described in Appendix V-2-2 are set up.

APPENDIX II.

JAPANESE EXPERTS

1. Team Leader
2. Experts

(1) Freshwater Aquaculture
(2) Freshwater/Brackishwater Aquaculture
(3) Marine Aquaculture

3. Liaison Officer

Note: Short-term experts in the field mentioned above and other fields may be dispatched in consultation with the Project Manager when necessity arises.

APPENDIX III.

LIST OF THE ARTICLES

1. Machinery, equipment and material for seed production, seed collection and aquaculture research.

2. Machinery, equipment and material for environmental and ecological survey of aquaculture sites.

3. Machinery, equipment and material for establishing aquaculture activities.

4. Work boats and vehicles (excluding passenger cars) necessary for the activities of the Project.

5. Eggs and seeds of freshwater fish, Macrobrachium and shellfish, mainly oyster.

6. Other minor equipment, material and spare parts necessary for the implementation of the Project.

APPENDIX IV.

LIST OF FIJIAN STAFF

1. Project Manager, the Chief Fisheries Officer of the Fisheries Division.

2. Counterpart Experts : at least

   (1) Freshwater Aquaculture (2)
   (2) Freshwater/Brackishwater Aquaculture (2)
   (3) Marine Aquaculture (1)

3. Technical and Research assistants

4. Boat operators

5. Clerical and service employees

6. Laborers

APPENDIX V.

LIST OF LAND, BUILDINGS AND FACILITIES

1. Naduruloulou Freshwater Culture Station

   1. Office(Administration and Research Buildings)
   2. Experimental ponds
   3. Experimental tanks and water supply system
   4. Cage culture sites
   5. Storage house and workshop
   6. Utility services and other facilities necessary for implementation of the Project.

2. Lami Fisheries Office

   1. Offices for Japanese Experts and a meeting room
   2. Experimental trial production farms at Togalevu/ and Savusavu.
   3. Workshop and storage house for Macrobrachium and oyster hatchery at Lami.
   4. Other facilities necessary for implementation of the Project.

APPENDIX VI.

JOINT COMMITTEE

1. Functions

   The Joint Committee comprising those members as listed under 2. below will meet regularly or as required to:

   1) Formulate the annual operational plan of the Project.
   2) Review the progress of the Project in line with the Master Plan.

3) Establish technical, budgetary and administrative procedures necessary for the implementation of the Project.

4) Recommend (to the respective Governments) the further necessary requirements for the successful implementation.

2. Composition

1.	Chairman	Permanent Secretary for Ministry of Agriculture and Fisheries
2.	Fijian side	Chief Fisheries Officer Representatives of the Fisheries Division, Ministry of Agriculture and Fisheries. Representative of Ministry of Finance
3.	Japanese side	Team Leader Japanese Experts appointed by Team Leader Liaison Officer Representative of JICA

Note: Officials of the Embassy of Japan may attend the meeting of the Joint Committee as observers.

TENTATIVE IMPLEMENTATION PROGRAM

OF

Aquaculture Research and Development Project

in Fiji

The Japanese Implementation Survey Team and the authorities concerned of the Government of Fiji have jointly formulated a Tentative Implementation Program of the Project as annexed hereto. This has been formulated in connection with I-2 of the Attached Document of the Record of Discussions signed between the Japanese Implementation Survey Team and the authorities concerned of the Government of Fiji for the Aquaculture Development and Research Project in Fiji on the conditions that necessary budget will be allocated for the implementation of the Project by both sides, and that the above-mentioned Program is subject to change within the framework of the Record of Discussions when necessity arises in the course of the implementation of the Project.

Suva, November 18 ,1981

森田 祥

Dr. Sho Morita
Head
Japanese Implemdntation
Survey Team,
Japan International
Cooperation Agency

Peter C. Hunt

Dr. P.C.Hunt
Chief Fisheries Officer
Ministry of Agriculture
and Fisheries

Tentative Schedule of Implementation

	1981	1982	1983	1984	1985
R/D Implementation Survey Team	1-4 Nov				
I. Japanese Side					
I-1. Dispatch of Experts					
(1) Long-Term Experts					
Team Leader					
Freshwater Aquaculture					
Freshwater/Brackishwater Aquaculture					
Marine Aquaculture					
Liaison Officer					
(2) Short-Term Experts as required. Requirement will be determined during the operation of the project.					
I-2 Training of Counterparts in Japan					
I-3 Provision of Machinery and Equipment					
II. Fijian Side					
II-1. Staffing of Fijian Experts					
II-2. Expenses for the Implementation of the Project.					
Joint Committee					

5. スリランカ・高等水産講習所計画討議議事録

Record of Discussions between the Japanese Fisheries Implementation Survey Mission and the Sri Lanka authorities regarding the establishment of a Fisheries Training Institute

Under the auspices of the Government of Japan, the Japanese Fisheries Implementation Survey Mission organized by the Overseas Technical Cooperation Agency and headed by Dr. Chikamasa HAMURO, visited Sri Lanka from April 2nd to April 7th, 1973 for the purpose of working out the details of the proposed collaboration between Japan and Sri Lanka for the establishment of a Fisheries Training Institute in Sri Lanka based on the recommendations of the Japanese Preliminary Fisheries Survey Mission which had visited Sri Lanka from February 24th to March 15th, 1972.

The Mission conducted a series of surveys and discussions with the authorities concerned of the Government of Sri Lanka and consequently the two parties reached the understandings as recorded hereunder.

The understandings recorded hereunder shall not be binding legally either on the Government of Japan or on the Government of Sri Lanka but will serve as the basis for the formal agreement which will be signed in future between the two Governments.

Colombo, April 7th, 1973.

For the Japanese Fisheries Implementation Survey Mission

C. Hamuro

Dr. Chikamasa HAMURO
Head of the Japanese Fisheries Implementation Survey Mission
Overseas Technical Cooperation Agency

For the Government of Sri Lanka

A. I. Mohideen
Director of Fisheries

1. The establishment, objectives and functions of Fisheries Training Institute:

(i) For the purpose of meeting the need for development of off-shore and deep-sea fisheries of Sri Lanka, the Government of Japan and the Government of Sri Lanka will cooperate in implementing the project for the establishment of a Fisheries Training Institute under the Ministry of Fisheries. This Fisheries Training Institute (hereinafter referred to as "the Institute") will be operated by the Director of Fisheries with the advice of the Japanese Chief Advisor referred to in Article 4. The Institute will be established at Crow Island in Colombo and will be known as the "Sri Lanka Fisheries Training Institute".

(ii) The Institute will have the following functions:

(a) Practical training and theoretical instructions for the development of off-shore and deep-sea fisheries techniques.

(b) Research and experimentation for the improvement and development of fisheries techniques applicable in the waters around Sri Lanka and beyond.

2. Training courses to be conducted at the Institute:

(i) Regular Course:

(a) Fishing Course of two years' duration

(b) Engine Course of two years' duration

The qualification for an applicant for the Regular Courses shall be either (a) a pass in the G.C.E. Advanced Level or equivalent or higher examination in specified science subjects; OR (b) successful completion of a training course at a Government Fisheries Training Centre. Selection shall be by open competitive examination.

(ii) Postgraduate Course:

Postgraduate Course of one year's duration

The qualification of an applicant for the post-graduate Course shall be either successful com- a Science degree of a recognised university. Selection shall be by written examination and interview.

(iii) The number of students to be admitted to each course will be as follows:

(a) Regular Courses:	First and Second Years	Third and Fourth Years	From Fifth Year
(i) Fishing Course	10	12	15
(ii) Engine Course	10	12	15
(b) Postgraduate Course:		2-3	2-3

Note: The Postgraduate Course will not be conducted if eligible students are not available.

(iv) The graduates of the Regular and the Postgraduate Courses of the Institute will be awarded appropriate professional diplomas recognised by the Government of Sri Lanka.

3. Subjects to be included in each course at the Institute:

(i) Theoretical Studies:

Fishing Course;

(a) Subjects necessary for Fishing Gear and Methods
(b) Subjects necessary for Navigation and Seamanship
(c) Subjects necessary for Fishing Grounds and Fish Behaviour
(d) Subjects necessary for handling and storage of Catch
(e) Any other subjects deemed to be necessary

Engine Course;

(a) Subjects necessary for Diesel Engines and their Operation
(b) Subjects necessary for Fishing Machinery
(c) Subjects necessary for Engineering Work and Repair
(d) Any other subjects deemed to be necessary

(ii) Field Training:

Fishing Course;

Field training for fishing techniques, navigation and seamanship.

Engine Course;

Field training for Diesel Engines, etc.

4. The Japanese Staff of the Institute:

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 one Japanese Chief Advisor, Japanese Fishing and Engineering Instructors, one Japanese Master Fisherman and one Japanese Coordinator (hereinafter jointly referred to as "the Japanese Staff") as listed in Annex I.

5. Facilities granted to the Japanese Staff:

In accordance with laws and regulations in force in Sri Lanka, the Japanese Staff and their families will be granted in Sri Lanka privileges, exemptions and benefits as listed in Annex II and will be granted privileges, exemptions and benefits no less favourable than those granted to the experts of third countries or of international organizations such as the United Nations and Colombo Plan serving under similar circumstances.

6. Articles to be provided by the Government of Japan:

(i) In accordance with laws and regulations in force in Japan, the Government of Japan will provide at their own expense, such materials, equipment, machinery, tools and spare parts required for the establishment of the Institute as listed in Annex III.

Note: (a) The articles referred to above will become the property of the Government of Sri Lanka upon being delivered c.i.f. to the Sri Lanka authorities at a port in Sri Lanka

(b) The articles referred to above will be utilized exclusively with the advice of the Japanese Chief Advisor for the purposes of the Institute

(ii) The Government of Japan will provide at their own expense a training vessel (hereinafter referred to as "the Training Vessel") for field training and research work to be conducted with the advice of the Japanese Chief Advisor.

Note: - The Training Vessel referred to above will be provided upon the conclusion of a separate agreement between the Government of Japan and the Government of Sri Lanka.

7. Training of Sri Lanka Technical Staff in Japan:

In accordance with the normal procedures under the Colombo Plan necessary measures to receive the Sri Lanka technical staff associated with the Institute for technical training in Japan. The Government of Sri Lanka will take necessary measures to ensure that the knowledge and experience acquired by the Sri Lanka technical staff through technical training in Japan under the Colombo Plan Technical Cooperation Scheme will be utilized for the Institute.

Note: - Sri Lanka technical staff to be trained in Japan will be selected in consultation with the Japanese Chief Advisor.

8. Claims against the Japanese Staff:

The Government of Sri Lanka undertakes to indemnify the Japanese Staff against any civil liability arising from acts performed in the discharge of their official functions in Sri Lanka, except for liability arising from the wilful misconduct or gross negligence of the Japanese Staff.

9. Contribution of the Government of Sri Lanka:

The Government of Sri Lanka will take necessary measures to provide at their own expense:

(i) (a) Requisite staff as listed in Annex IV,

(b) Requisite land and buildings, including those listed in Annex V as well as incidental facilities required therefor,

(c) Supply or replacement of machinery, equipment, tools, spare parts and any other materials necessary for the operation of the Institute,

(d) Transportation facilities for the Japanese staff on duty,

(e) Mooring of the Training Vessel,

(f) Telephone facilities for the residences of the Japanese Staff, as far as practicable.

(ii) Customs duties, internal taxes and other similar charges, if any, imposed in Sri Lanka in respect of the articles referred to in Annex III.

(iii) (a) Expenses necessary for the transportation of the articles referred to in Annex III within Sri Lanka as well as for the installation, operation and maintenance thereof,

(b) All running expenses of the Training Vessel and of the Institute including cost of -

(i) Electricity, Gas, water, Fuel-oil, Lubricating oil;

(ii) Training materials;

(iii) Maintenance and repairing of the machinery, etc;

(iv) Expendables such as stationery, etc.;

(v) Internal travel on official business of the Japanese staff including services and food on board the Training Vessel

10. Responsibilities of the Director of Fisheries, the Chief Advisor and the Principal:

The Director of Fisheries, Ministry of Fisheries of Sri Lanka will take over all responsibility for the successful implementation of the project.

The Japanese Chief Advisor will be responsible for all technical matters pertaining to the functions of the Institute, referred to in Article 1 (ii).

The Sri Lanka Principal will be responsible for the administrative matters pertaining to the functions of the Institute and for assisting the Japanese Chief Advisor in technical matters.

11. Functions of the Japanese Staff:

(i) The Japanese Chief Advisor will exercise the following functions:

(a) Provide advice, cooperation and guidance on the management of the Institute,

(b) Advise on the training referred to in Article 1 (ii),

(c) Advise the Director of Fisheries on the development of off-shore and deep-sea fisheries,

(d) Provide advice and cooperation to the Director of Fisheries and the Principal of the Institute on the planning of training on board,

(e) Advise the Director of Fisheries on the operation of the Training Vessel when not being used for training purposes,

(f) Provide advice, cooperation and guidance on installation, operation and maintenance of the equipment and the Training Vessel to be provided by the Government of Japan,

(g) Provide advice, cooperation and guidance on the arrangements and instruction in sea experience and training of students,

(h) Instruct trainees so far as his other activities permit.

(ii) The Japanese Instructors, Master Fisherman and Coordinator will provide:

(a) advice and cooperation to the Japanese Chief Advisor and the Principal of the Institute relating to the general

(b) Training in specialized subjects,

(c) Planning of appropriate curricula and syllabi of the specialized subjects,

(d) Training to their respective counterpart-staff,

(e) Participation in conducting entrance, term-end and final examinations,

(f) Instruction in sea experience and training on board,

(g) Cooperation with the Japanese Chief Advisor for the development of off-shore and deep-sea fisheries, and,

(h) Carry out any other duties under instructions from the Japanese Chief Advisor.

12. Mutual Consultation:

There will be mutual consultation between the two Governments for the purpose of advancing the objectives of the Institute and further promoting Japanese-Sri Lanka cooperation in operating the Institute.

13. Duration of the collaboration by the Government of Japan:

The duration of collaboration by the Government of Japan in respect of the Institute will be four years, and may be extended for a specified period by mutual agreement. The authorities concerned of the Government of Sri Lanka will assume full responsibility for the operation of the Institute after expiry of the term of Japanese collaboration in respect of the Institute.

ANNEX I

List of Japanese Staff of the Institute

	(Number)
(1) Chief Advisor	1
(2) Fishing Instructors	3
(3) Engineering Instructors	2
(4) Master Fisherman	1
(5) Coordinator	1

Note: Additional short-term experts, if necessary, may be despatched for the Institute through the normal procedures under the Colombo Plan Technical Cooperation Scheme.

ANNEX II

Privileges, Exemptions and Benefits

(1) Per diem allowance:	Rs.21/= per day will be paid to each member of the Japanese Staff.
(2) Subsistence allowance for travel on duty away from head-quarters:	Rs.15/= per diem when a member of the Japanese Staff is away from his head-quarters on duty, other than when on board, for a period exceeding 12 hours.
(3) Cost of internal travel on official business:	A commuted travelling allowance of Rs.100/= per month will be paid to a member of the Japanese Staff who owns motor transport. When he uses his transport for official travelling outside his home station, he will be eligible to claim road mileage for short journeys to points accessible by rail. Payment will be made on lines similar to that which is available to Government servants who possess cars and who are entitled to claim mileage. First class rail travel facilities will be provided. When a member of the Japanese Staff does not possess his own transport, necessary transport will either be provided by the Government or he will be reimbursed taxi fare for the journey performed, up to a maximum of Rs.200/= per month. Each of the Japanese Staff will be entitled to the same privileges as are now accorded to diplomatic personnel with regard to purchase of a motor vehicle.
(4) Medical facilities:	Free medical and dental facilities at Government Medical Institutions for the Japanese Staff.

(5) Leave: Two weeks' Casual Leave per annum. Six weeks' vacation leave per annum. Leave to be taken within the agreement period. In the case of a member of the Japanese Staff whose assignment exceeds two years, he will be entitled to take any accumulated vacation leave of two consecutive years.

(6) Income Tax: The Japanese Staff will be exempted from payment of income tax.

(7) Customs Duty: The Japanese Staff, their families and other members of their households will be permitted to import articles for their personal use for the duration of their stay, and within six months of arrival, free from duties and taxes and without providing security; such articles should include for each household one motor vehicle, one refrigerator, one deepfreezer, one radio, one record player, one tape recorder, minor electrical appliances as well as for each person one air-conditioner and one set of photographic and cine equipment. These articles should normally be re-exported. Motor vehicles and durable household goods so imported should not be sold except with the permission of the Ministry of Defence and Foreign Affairs. The Japanese Staff will be allowed to import, free of duty, one set of tyres and tubes towards the end of the second year of ownership and use of the car in Sri Lanka when it is known that his term of duty will be extended for another year. Each member of the Japanese Staff will be entitled to import for his use, free of duty, cigarettes and beverages, including liquor, to the value of Rs.125/= per month and also foodstuffs to the value of Rs.150/= per month if he is not married, and Rs.300/= per month if married and accompanied by family.

ANNEX III

List of articles to be provided by the Government of Japan

(1) A training vessel

(2) Fishing gears and gear materials

(3) Machinery and tools

(4) Laboratory equipment

(5) Books

(6) Audio-visual aids and printing equipment

(7) Vehicles

(8) Spare Parts

ANNEX IV

List of Sri Lanka Staff of the Institute

(1) Principal

(2) Teaching staff in charge of subjects other than those covered by the Japanese Staff

(3) Counterpart-staff serving as under-studies to the Japanese instructors.

(4) Administrative Staff such as:

Clerks
Typists
Drivers
Messengers
Watchers

(5) Captain
Chief Engineer
Seamen
Engine Room Artificers
Fishing Demonstrators

(6) Labourers

ANNEX V

Building and Items to be provided for the Institute.

(1) Administration and teaching block
- Chief Advisor's Room
- Principal's Room
- General Office
- Staff Rest Room
- Instructor's Rooms
- Classrooms
- Navigation Room
- Drawing Office
- Gear Hall
- Gear Store
- Engine Rooms
- Generator Room
- Engine Store

(2) Accomodation Block
- Students Dormitory
- Dining Room
- Kitchen

(3) Auxiliary training boat with total carrying capacity of 18 persons.

දිවර දෙපාර්තමේන්තුව

DEPARTMENT OF FISHERIES

April 6, 1973.

THE RECORD OF DISCUSSIONS
FOR
SRI LANKA FISHERIES TRAINING INSTITUTE

The Japanese Evaluation Team (hereinafter referred to as "the Team") concerning the Japanese technical cooperation to the Sri Lanka Fisheries Training Institute (hereinafter referred to as "the Institute"), organized by the Japan International Cooperation Agency and headed by Dr. Chikamasa Hanuro, visited the Democratic Socialist Republic of Sri Lanka from February 3 to 17, 1980, and exchanged views and had a series of discussions with the authorities concerned of the Government of the Democratic Socialist Republic of Sri Lanka for the purposes of evaluating the achievements of the technical cooperation 46 the Institute.

As a result of the discussions between the Team and authorites concerned of the Government of the Democratic Socialist Republic of Sri Lanka, the both parties agreed to recommend to their Governments as follows:

1. The technical cooperation extended by the Government of Japan in the practical and theoretical training of the Institute, which are evaluated to have achieved the anticipated purposes in principle, will be terminated.
2. It is, however, in both parties'opinion, necessary to continue the technical cooperation in the practical training of fishing on board in order to achieve further development of the Institute.
   In view of the understanding mentioned above, the technical cooperation in the practical training on board as defined in the agreement between the Government of Japan and the Government of the Democratic Socialist Republic of Sri Lanka signed in Colombo on April 16, 1974, will be followed up until April 15, 1981, in form of expert assignment from Japan

as listed in Annex I.

3. Japanese experts and their families will be treated in the same ways as provided for in Article II (3), V and concerned Articles of the above Agreement.

Colombo, February 13th, 1980

For the Japan International Cooperation Agency

Chikamasa HAMURO
Head of the Japanese Evaluation Team

For the Government of the Democratic Socialist Republic of Sri Lanka

(Anura Weerasinghe)
Secretary/Fisheries.

ANNEX I

List of the Japanese experts

		(Number)
(1)	Chief Advisor	1
(2)	Fishing Instructor	1
(3)	Engineering Instructor	1
(4)	Master Fisherman	1

（日本側書簡）

（訳文）

書簡をもつて啓上いたします。本使は、本日付けの貴官の次の書簡を受領したことを確認する光栄を有します。

（スリ・ランカ側書簡）

本使は、更に、前記の合意を日本国政府に代わつて確認する光栄を有します。

本使は、以上を申し進めるに際し、ここに貴官に向かつて敬意を表します。

（別紙）

（高等水産講習所設立に関する日本国政府とスリ・ランカ共和国政府との間の協定の有効期間の延長に関する交換公文）（案）

（スリ・ランカ側書簡）

（訳文）

書簡をもつて啓上いたします。本官は、千九百七十四年四月十六日にコロンボで署名された高等水産講習所設立に関するスリ・ランカ共和国政府と日本国政府との間の協定（以下「協定」という。）に関し、協定第十一条の規定に従い、協定の有効期間を千九百八十年四月十五日まで延長する旨の両政府の代表者の間で最近到達した合意をスリ・ランカ共和国政府に代わつて確認する光栄を有します。

本官は、閣下が前記の合意を日本国政府に代わつて確認されれば幸いであります。

本官は、以上を申し進めるに際し、ここに閣下に向かつて敬意を表します。

高等水産講習所設立に関する日本国政府とスリ・ランカ共和国政府との間の協定の有効期間の延長に関する書簡の交換に関する閣議決定（案）

高等水産講習所設立に関する日本国政府とスリ・ランカ共和国政府との間の協定の有効期間の延長に関する書簡を別紙の案によりスリ・ランカ共和国政府との間に交換することとする。

(Draft)

(Japanese Note)

Sir,

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

"(Sri Lankan Note)"

I have further the honour to confirm, on behalf of the Government of Japan, the agreement set out above.

I avail myself of this opportunity to extend to you the assurance of my high consideration.

(Draft)

(Sri Lankan Note)

Excellency,

With reference to the Agreement between the Government of the Republic of Sri Lanka and the Government of Japan concerning the Establishment of a Fisheries Training Institute signed at Colombo on April 16, 1974 (hereinafter referred to as "the Agreement"), I have the honour to confirm, on behalf of the Government of the Republic of Sri Lanka, the agreement reached recently between the representatives of the two Governments that the Agreement shall be extended until April 15, 1980, in accordance with the provisions of Article XI thereof.

I should be grateful if Your Excellency would be good enough to confirm, on behalf of the Government of Japan, the agreement set out above.

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

十　日本国政府が供与する技術援助は、日本国において施行されている法令に従つて実施される。（第十条）

十一　この協定は署名の日に発効し四年間効力を有する。また相互の合意により更に期間を延長することができる。（第十一条）

四　日本国政府は、講習所の活動に携わるスリ・ランカ人公務員を技術訓練のために日本国に受け入れる。（第四条）

五　スリ・ランカ共和国政府は、日本人専門家の職務に関連して生ずる民事上の責任について、日本人専門家の責任を免ずる。（第五条）

六　スリ・ランカ共和国政府は、両政府間の別途の交換公文に基づき購入される訓練用漁船（以下「訓練船」という。）を講習所の使用に供する。また同政府は、補助訓練船、スリ・ランカ人職員の役務、土地及び建物を供与し、訓練船及び日本国政府が供与する物品の代替品を供与する。その他講習所及び訓練船の運営に必要な物品を供与する。（第六条）

七　スリ・ランカ共和国政府は、日本国政府が供与する物品に対して課せられる関税等及び国内輸送費等並びに講習所及び訓練船の運営費を負担する。（第七条）

八　日本人首席顧問は、講習所の業務に関する技術的事項について、またスリ・ランカ人校長は、事務的事項についてそれぞれ責任を負う。（第八条）

九　両政府は、この協定に関連するいかなる事項についても協議する。（第九条）

間に協定延長に関する交渉を行つてきたところ、この程協定を一九八〇年四月十五日まで延長することにつき合意をみるに至つたので、近くコロンボにおいて両政府の代表者の間でこのための書簡を交換することといたしたい。なお、署名者は、日本側は在スリ・ランカ越智大使をスリ・ランカ側はティラカラトナ大蔵企画省次官を予定している。

（参考）

高等水産講習所設立に関する日本国政府とスリ・ランカ共和国政府との間の協定の要綱

一　両政府は、相互に協力してスリ・ランカ高等水産講習所（以下「講習所」という。）をコロンボに設置する。講習所は沖合及び遠洋漁業開発のための訓練を行い、かつ、研究、実験を行う（第一条）

二　日本国政府は、講習所の設立のために必要な専門家の役務を供与し、これらの専門家及び家族は、特権、免除及び便宜を与えられる。（第二条）

三　日本国政府は、講習所の設立に必要な設備、機械、工具、予備部品等を供与する。（第三条）

高等水産講習所設立に関する日本国政府とスリ・ランカ共和国政府との間の協定の有効期間の延長に関する書簡の交換に関する説明資料

一　我が国は、一九七四年四月十六日に署名されたスリ・ランカ共和国政府との間の高等水産講習所設立に関する協定に基づき、スリ・ランカ共和国政府と協力して、コロンボ市クロー！アイランドにスリ・ランカ高等水産講習所を設立し、同講習所の漁業及び機関両課程の運営のため、専門家の派遣、機材の供与及び研修員の我が国への受入れを実施してきた。

二　同協定の有効期間は、本年四月十五日をもつて終了するが、スリ・ランカ共和国政府は、同国の食糧自給を達成する上に沖合及び遠洋漁業技術の改善及び発展を目的とする本講習所の役割は極めて大きいが、本講習所を独力で運営するための要員の養成が未だ不十分であるとの理由により、この程同協定を延長し、我が国の協力を更に継続することを希望する旨要請越した。

政府は、同国における本講習所の有用性を認め、これに対する協力を継続する方針の下にスリ・ランカ共和国政府との

高等水産講習所設立に関する日本国政府とスリ・ランカ共和国政府との間の協定の有効期間の延長に関する交換公文の要旨

一九七四年四月十六日に署名された高等水産講習所設立に関する日本国政府とスリ・ランカ共和国政府との間の協定を一九八〇年四月十五日まで延長する。

6. ミクロネシア（太平洋諸島信託統治地域）漁業開発計画討議議事録

THE RECORD OF DISCUSSIONS BETWEEN THE JAPANESE PROJECT FORMULATION TEAM AND THE OFFICIALS OF THE TRUST TERRITORY OF THE PACIFIC ISLANDS CONCERNING TECHNICAL COOPERATION FOR THE FISHERIES DEVELOPMENT PROJECT

The Japanese Project Formulation Team (hereinafter referred to as "the Team") organized by the Japan International Cooperation Agency (hereinafter referred to as JICA) and headed by Mr. Norio Fujinami, Adviser to the Ministry of Agriculture and Forestry on International Fisheries Affairs, visited the Trust Territory of the Pacific Islands from 11 to 22 December 1977 for the purpose of working out the details of technical cooperation concerning the Fisheries Development Project of the Trust Territory of the Pacific Islands.

During its stay in the Trust Territory of the Pacific Islands, the Team exchanged views and had a series of discussions with the appropriate officials of the Trust Territory of the Pacific Islands with respect to the measures to be taken for the successful implementation of the above-mentioned Project.

As a result of the discussions, the Team and the appropriate officials of the Trust Territory of the Pacific Islands agreed to recommend to their respective Governments the matters referred to in the Annex attached hereto.

Head of the Japanese Project Formulation Team, Japan International Cooperation Agency

Saipan, December 22, 1977

Director of Resources and Development; Trust Territory of the Pacific Islands

Saipan, December 22, 1977

ANNEX

I. Japanese-Trust Territory Cooperation

The Government of Japan and the Trust Territory of the Pacific Islands will cooperate with each other in implementing the Fisheries Development Project consisting of, but not limited to, the following activities (hereinafter referred to as the "Project") to support the marine resources development programs of the Trust Territory of the Pacific Islands:

1. Modify one FRP skipjack fishing vessel to attain maximum effectiveness in the Trust Territory of the Pacific Islands pole and line skipjack fishery.

2. Operate the modified FRP skipjack fishing vessel for a period of one year to demonstrate its technical and commercial potential under conditions experienced in the Trust Territory. The strategy of operation will be directed toward obtaining maximum income from vessel operations and may include fishing techniques other than pole and line skipjack fishing.

3. Erect and maintain a complex of ten holding pens for the conditioning of tropical baitfish for the skipjack fishery.

4. Operate a one year program to demonstrate the technical and commercial advantages of 'conditioning' tropical baitfish for the skipjack fishery.

5. Provide training in the specialized skills required for the commercially successful operation of a pole and line skipjack vessel under conditions in the Trust Territory.

6. Prepare a detailed report on the results of the first year's study including a benefit cost analysis of the optimal strategy for operating a pole and line fishing vessel under conditions in the Trust Territory, a benefit cost analysis of the baitfish conditioning operations; and, based upon the result of the year's study, an estimate of the potential for the development of a locally based Micronesian pole and line skipjack fishery, and an outline of the most effective means of realizing this potential.

7. Other activities necessary for the achievement of marine resources development objectives.

II. Japanese Experts

In accordance with the laws and regulations in force in Japan, the Government of Japan will take necessary measures through JICA to provide, at its own expense, services of the Japanese experts listed below through

appropriate procedures under the Technical Cooperation Scheme of Japan:

(1) Project Co-Manager
(2) Masterfisherman/Captain
(3) Chief Engineer
(4) Live Bait Specialist
(5) Three Fishing Specialists
(6) Additional short term experts in other fields as necessary to meet project objectives.

III. Benefits and Support for Japanese Experts

In accordance with the laws and regulations in force in the Trust Territory of the Pacific Islands, the Trust Territory Administration will undertake to grant the Japanese experts associated with the Project and their families the following privileges, exemptions, benefits and support no less favorable than granted to experts of third countries or other international organizations performing similar missions:

(1) Exemption from,or compensation for,income tax and charges of any kind imposed on or in connection with living allowances and wages.

(2) Exemption from, or compensation for, import and export duties and any other charge in respect of personal and household effects, including one motor vehicle per family, which may be brought into the Trust Territory of the Pacific Islands from abroad.

(3) Insurance to protect against major medical expenses requiring referral to hospitals outside the Trust Territory of the Pacific Islands.

(4) Acceptable furnished living accommodations.

(5) Transportation and per diem while on travel in the Trust Territory of the Pacific Islands away from the primary duty station and on official business.

IV. Machinery and Equipment to be Provided by Japan

1. In accordance with the laws and regulations in force in Japan, the Government of Japan will take the necessary measures through JICA to provide, at its own expense, the machinery, fishing gear and equipment including but not limited to that listed below, through appropriate procedures under the Technical Cooperation Scheme of Japan:

(1) Electronic Navigational Aids
(2) Bait well sea water circulation system
(3) Light boat for baiting operations
(4) Stick held dip net (Boukc ami)

(5) Net pens for holding bait (Ikesu)
(6) Miscellaneous vessel modifications
(7) Hauling device for stick held dip net
(8) Motor vehicle
(9) Skipjack fishing gear
(10) Tuna long line fishing gear
(11) Other fishing gear
(12) Miscellaneous items

2. The articles referred to in 1 above will become the property of the Trust Territory of the Pacific Islands upon being delivered c.i.f. to the Trust Territory of the Pacific Islands authorities concerned at the ports and/or airports of disembarkation, and will be utilized exclusively for the implementation of the Project in consultation with the Japanese experts.

V. Training of Micronesian Personnel in Japan

1. In accordance with the laws and regulations in force in Japan, the Government of Japan will take necessary measures through JICA to receive at its own expense the Micronesian personnel connected with the Project for technical training in Japan through appropriate procedures under the Technical Cooperation Scheme of Japan.

2. The Trust Territory of the Pacific Islands will take necessary measures to ensure that the knowledge and experience acquired by the Micronesian personnel from technical training in Japan will be utilized effectively for the implementation of the Project.

VI. Services, Material and Equipment to be Provided by the Trust Territory of the Pacific Islands

1. In accordance with the laws and regulations in force in the Trust Territory of the Pacific Islands, the Trust Territory Administration will take the necessary measures to provide, at its own expense, the following:

(1) Project Manager, and counterpart personnel for key Japanese experts.

(2) Administrative and clerical services required to achieve project objectives.

(3) Micronesian fishermen to complete the crew of the project vessel.

(4) Micronesian technicians to conduct the bait conditioning activities.

(5) Office, fishing gear storage space and other facilities as required.

(6) 26 GT FRP skipjack fishing vessel with fishing gear, baiting equipment, tools and spare parts as when delivered.

(7) Moorage for FRP vessel

(8) Access to baiting grounds

(9) Costs of FRP vessel fishing operations including fuel and oil, ice, consumable gear and equipment, food stores, repair and maintenance and insurance.

(10) Customs duties, internal taxes and any other charges imposed in the Trust Territory of the Pacific Islands on the items mentioned in IV above.

(11) Other services materials and equipment as required for successful project implementation.

VII. Administration of the Project

The Trust Territory of the Pacific Islands will be responsible for the administration and implementation of the Project. Japanese experts will provide necessary technical guidance and advice for the implementation of the Project.

VIII. Distribution of Reports

All reports and findings resulting from the activities of this Project will be restricted in their distribution to essential agencies in the Government of Japan and the Trust Territory Administration until approved for general distribution by the Trust Territory Administration.

IX. Claims against Japanese Experts

In accordance with the laws and regulations in force in the Trust Territory of the Pacific Islands, the Trust Territory Administration will undertake to indemnify Japanese experts against claims, if any arise, resulting from, occurring in the course of, or otherwise connected with the discharge of their official functions in the Trust Territory of the Pacific Islands, except for those arising from willful misconduct or gross negligence of the Japanese experts.

X. Mutual Consultation

There will be mutual consultation between the two Government on any major issues arising from, or in connection with this Annex.

XI. Term of Cooperation

The duration of the technical cooperation for the Project under this Annex will be from the date of arrival of the first expert in II above to the end of March in 1979, during which time the two Governments will have mutual consultations regarding further cooperation for a period not to exceed three years.

THE RECORD OF DISCUSSIONS BETWEEN THE JAPANESE IMPLEMENTATION SURVEY TEAM AND THE AUTHORITIES CONCERNED OF THE TRUST TERRITORY OF THE PACIFIC ISLANDS ON THE JAPANESE TECHNICAL COOPERATION FOR THE FISHERIES DEVELOPMENT PROJECT

The Japanese Implementation Survey Team (hereinafter referred to as "the Team") organized by the Japan International Cooperation Agency (hereinafter referred to as JICA) and headed by Mr. Hisao Katagiri, Oceanic Fisheries Department, Fisheries Agency, Ministry of Agriculture, Forestry and Fisheries, visited the Trust Territory of the Pacific Islands (hereinafter referred to as TTPI) from March 14 to March 29 for the purpose of working out the details of the technical cooperation program concerning the Fisheries Development Project in TTPI.

During its stay in TTPI, the Team exchanged views and had a series of discussions with the authorities concerned of TTPI in respect of the desirable measures to be taken by both Governments for the successful implementation of the above-mentioned Project.

As a result of the discussions, the Team and the authorities concerned of TTPI agreed to recommend to their respective Governments the matters referred to in the document attached hereto.

Saipan, March 29, 1979

Hisao Katagiri

HISAO KATAGIRI
HEAD OF THE JAPANESE
IMPLEMENTATION SURVEY TEAM

JUAN A. SABLAN
DEPUTY HIGH COMMISSIONER
TRUST TERRITORY OF THE
PACIFIC ISLANDS

THE ATTACHED DOCUMENT

I. COOPERATION BETWEEN THE GOVERNMENT OF JAPAN AND THE EXECUTIVE AUTHORITY OF TIPI

1. The Government of Japan and the executive authority of TIPI (hereinafter referred to as the Executive Authority) will cooperate with each other in implementing the Fisheries Development Project (hereinafter referred to as "the Project") for the purpose of supporting the Marine Resources Development Programs of TIPI.

2. The Project will be implemented in accordance with the Master Plan which is given in Annex I.

II. DISPATCH OF JAPANESE EXPERTS

1. In accordance with the laws and regulations in force in Japan, the Government of Japan will take necessary measures through JICA to provide at its own expense, services of the Japanese experts as listed in Annex II through the appropriate procedures under the Technical Cooperation Scheme of Japan.

2. In accordance with the laws and regulations in force in TIPI, the Executive Authority will undertake to grant the Japanese experts associated with the Project and their families the privileges, exemptions, benefits and support as listed in Annex III, and will undertake to grant them other privileges, exemptions, benefits and support no less favorable than those granted to experts of third countries or international organizations performing similar missions.

III. PROVISION OF MACHINERY AND EQUIPMENT

1. In accordance with the laws and regulations in force in Japan, the Government of Japan will take necessary measures through JICA to provide at its own expense such machinery, equipment and other materials necessary for the implementation of the Project as listed in Annex IV, through the appropriate procedures under the Technical Cooperation Scheme of Japan.

2. The articles referred to in 1 above will become the property of the Executive Authority upon being delivered c.i.f. to the authorities concerned TIPI at the ports and/or airports of disembarkation, and will be utilized exclusively for the implementation of the Project in consultation with the Japanese experts referred to in Annex II.

3. All equipment and machinery so far provided through JICA may be used for implementing the Project.

IV. TRAINING OF MICRONESIAN PERSONNEL IN JAPAN

1. In accordance with the laws and regulations in force in Japan, the Government of Japan will take necessary measures through JICA to receive at its own expense the Micronesian personnel connected with the Project for technical training in Japan through the appropriate procedures under the Technical Cooperation Scheme of Japan.

2. The Executive Authority will take necessary measures to ensure that the knowledge and experience acquired by the Micronesian personnel from technical training in Japan will be utilized effectively for the implementation of the Project.

V. MEASURES TO BE TAKEN BY THE EXECUTIVE AUTHORITY

1. In accordance with the laws and regulations in force in TTPI, the Executive Authority will take necessary measures to provide at its own expense:

(1) Services of the Micronesian counterpart personnel and administrative personnel as listed in Annex V;

(2) Land, buildings and facilities as listed in Annex VI;

(3) Supply or replacement of machinery, equipment, instrument, vehicles, tools, spare parts and any other materials necessary for the implementation of the Project other than those provided through JICA under III above;

(4) Transportation facilities and travel allowance for the Japanese experts for the official travel within TTPI;

(5) Suitably furnished accommodations for the Japanese experts and their families.

2. In accordance with the laws and regulations in force in TTPI, the Executive Authority will take necessary measures to meet:

(1) Expenses necessary for the transportation within TTPI of the articles referred to in III above as well as for the installation, operation and maintenance thereof;

(2) Customs duties, internal taxes and any other charges, imposed in TTPI on the articles referred to in III above;

(3) All running expenses necessary for the implementation of the Project, including costs of FRP vessel fishing operation such as fuel and oil, ice, consumable gear and equipment, food stores, repair and maintenance and insurance.

VI. ADMINISTRATION OF THE PROJECT

1. The Administrator of the Department of Development Services will be responsible for the administration and implementation of the Project, and the Japanese experts will provide necessary technical guidance and advice for the implementation of the Project.

2. There will be established a Joint-Committee which will meet when necessary to review and evaluate the progress of the Project, or deal with specific problems with respect to the implementation of the Project.

The composition of the Joint-Committee is specified in Annex VII.

VII. CLAIMS AGAINST JAPANESE EXPERTS

The Executive Authority undertakes to bear claims, if any arises, against the Japanese experts engaged in the Project resulting from, occuring in the course of, or otherwise connected with the discharge of their official functions in TIPI except for those arising from the willful misconduct or gross negligence of the Japanese experts.

VIII. MUTUAL CONSULTATION

There will be mutual consultation between the two Governments on any major issues arising from, or in connection with the Attached Document.

IX. TERM OF COOPERATION

The duration of the technical cooperation for the Project under the Attached Document will be from April 1, 1979 to March 31, 1980.

ANNEX I MASTER PLAN

The purpose of this Project will be to improve techniques required for the following activities so as to contribute to the Marine Resources Development Program of TTPI.

1. Operation of 26 GT FRP skipjack fishing vessel, Lejabil, by Micronesian personnel in Palau District.

2. Live bait fishing and conditioning in Palau District.

3. Other activities necessary for development of skipjack fisheries in Palau, Truk and Ponape Districts.

ANNEX II JAPANESE EXPERTS

	Category	Field	Number
1.	Chief Advisor		
2.	Experts	(1) Masterfisherman/Captain	1
		(2) Chief Engineer	1
		(3) Live Bait Conditioning	2
		(4) Live Bait Fishing	1
3.	Coordinator		

Note: Additional experts on short-term assignment in the fields mentioned in 2. above as well as in other fields may also be dispatched when necessity arises.

ANNEX III PRIVILEGES, EXEMPTIONS AND BENEFITS

1. Exemptions from income tax and charges of any kind imposed on or in connection with the living allowances remitted from abroad.

2. Exemptions from import and export duties and any other charge in respect of personal and household effects, including one motor vehicle per family, which may be brought into TIPI from abroad.

3. Free medical services and facilities to the Japanese experts and their families in TIPI.

ANNEX IV LIST OF THE ARTICLES

1. Small research boats of about 10 meter long.
2. Net materials, ropes and other materials for repair of stick-held dip net.
3. Skipjack pole and line fishing gears.
4. Small net pens for holding live bait.
5. Live bait fishing gears.
6. Portable fish finder.
7. Spare parts for engines of Lejabil.
8. Other necessary machinery, equipment and materials.

ANNEX V LIST OF MICRONESIAN STAFF

1. Counterpart personnel

(1) Project Manager in the Marine Resources Division of the Department of Development Services as counterpart personnel for the Japanese Chief Advisor.

(2) District Project Managers in the Marine Resources Division of Palau, Truk and Ponape.

(3) Technicians and Fishermen.

2. Administrative and clerical personnel.

ANNEX VI LAND, BUILDINGS AND FACILITIES

1. Offices.
2. Fishing gear storages.
3. 26 GT FRP skipjack fishing vessel, Lejabil.
4. Boats necessary for live bait fishing and conditioning.
5. Moorage for the vessel and boats.
6. Baiting grounds.
7. Garages.
8. Other necessary land, buildings and facilities.

ANNEX VII COMPOSITION OF JOINT-COMMITTEE

1. Chairman:

Administrator of the Department of Development Services.

2. Members:

(1) Micronesian side

District Administrator/Governor or his designated representative

Project Manager

District Project Managers

(2) Japanese side

Chief Advisor

Experts to be appointed by the Chief Advisor

Coordinator

Note: Officials of the Consulate General of Japan in Agana may attend the meeting of the Joint-Committee as observer.

THE RECORD OF DISCUSSIONS BETWEEN THE JAPAN INTERNATIONAL COOPERATION AGENCY AND THE AUTHORITIES CONCERNED OF THE TRUST TERRITORY OF THE PACIFIC ISLANDS ON THE JAPANESE TECHNICAL COOPERATION FOR THE FISHERIES DEVELOPMENT PROJECT

The Japanese Project Consulting Team organized by the Japan International Cooperation Agency, hereinafter referred to as "JICA", and headed by Dr. Tamotsu Yonemori, Director, Division of Tunas and Billfishes Resources, Department of Pelagic Resources, Far Seas Fisheries Research Laboratory, Fisheries Agency, Ministry of Agriculture, Forestry and Fisheries, visited the Trust Territory of the Pacific Islands, hereinafter referred to as "TTPI", from October 24 to November 6, 1979, and exchanged views and had a series of discussions with the authorities concerned of TTPI on the future plan of the Project.

Both parties consequently agreed and signed the Minutes of Discussions on the Technical Cooperation for the Fisheries Development Project on November 6, 1979, whose contents are summarized as follows.

The operation of the 26 gross ton (GT) FRP skipjack pole-and-line fishing vessel, Lejabil, has demonstrated the commercial and technical viability of skipjack pole-and-line fishing under local conditions. While the live-bait fishing and conditioning program has been progressing steadily, it requires further concerted effort towards its final goal.

Therefore, it is desirous that the Japanese technical cooperation is extended to the live bait fishing and conditioning activities for one more year.

In view of the understanding above, Mr. Kenji Mori, Director, Forestry Development Cooperation Department (inclusive of Fisheries Technical Cooperation Division), JICA and Mr. Lazarus E. Salii, Administrator, Department of Development Services, TTPI agreed to recommend to their respective Governments the matters stipulated below.

1. The technical cooperation as defined in the Record of Discussions between the Japanese Implementation Survey Team and the authorities concerned of TTPI signed in Saipan on March 29, 1979 will be followed up until March 31, 1981 or otherwise until the date of the Trusteeship termination in case it takes place before March 31, 1981.
   However, Annexes I, II, IV, V and VI of the Attached Document of the above Record of Discussions will be modified as attached hereto.

2. Japanese experts and their families will be treated in the same ways as provided for in Articles II (2), V, VII and concerned Articles of the Attached Document of the above Record of Discussions.

Saipan, February 28, 1980

Kenji Hori

Kenji Hori
Director,
Forestry Development Cooperation
Department, JICA

Lazarus E. Salii
Administrator, Department
of Development Services
TTPI

ANNEX I. MASTER PLAN

The objectives of the Project will be to develop and demonstrate techniques necessary to secure adequate and effective live bait for skipjack fishing in Palau District throughout the year.
In order to attain the objectives, the followings will be undertaken.

1. To determine on trial basis the most effective and efficient methods of bait fishing.

2. To develop necessary procedures and techniques for live bait conditioning to increase survival of bait fish in ikesu (cages) and on vessels.

3. To determine the seasonal distribution, migration of bait fish in the Palauan Waters and its vicinity (inside reef), using the most suitable fishing gear and thereby to estimate approximate allowable catch.

4. To collect the basic data necessary for estimating major spawning grounds and fecundity, growth, food and survival rate in order to understand basic characteristics of live bait in the Palauan Waters.

ANNEX II. JAPANESE EXPERTS

(Field)	(NUMBER)
Chief Advisor/Biological Research	1
Biological Research	1
Live Bait Fishing and Conditioning	1
Fishing Gear	1

Note: Additional Experts on short-term assignment in the fields mentioned above as well as in other fields may also be dispatched when necessity arises.

ANNEX IV. LIST OF THE ARTICLES

1. Fishing gear and equipment necessary for live bait fishing and conditioning
2. Apparatus necessary for biological research.
3. Apparatus necessary for oceanographic research.
4. Other necessary machinery, equipment and materials

ANNEX V. LIST OF MICRONESIAN STAFF

1. Counterpart personnel

   (1) Project Manager in the Marine Resources Division, Bureau of Resources, Department of Development Services as counterpart Personnel for the Japanese Chief Advisor.

   (2) The following counterpart personnel in the Marine Resources Division in Palau

a.	District Project Manager	1
b.	Biological research	2
c.	Live bait fishing and conditioning	1
d.	Fishing gear	1
e.	Technicians and Fishermen	

2. Administrative and clerical personnel

ANNEX VI. LAND, BUILDINGS AND FACILITIES

1. Offices
2. Laboratory and incidental facilities
3. Fishing gear storage and generators
4. Boats necessary for live bait fishing and conditioning
5. Moorage for boats

7. チュニジア・国立漁業センター計画討議議事録

THE RECORD OF DISCUSSIONS BETWEEN THE JAPANESE IMPLEMENTATION SURVEY TEAM AND THE AUTHORITIES CONCERNED OF THE GOVERNMENT OF THE REPUBLIC OF TUNISIA ON THE JAPANESE TECHNICAL COOPERATION FOR THE NATIONAL FISHERIES CENTER PROJECT

The Japanese Implementation Survey Team (hereinafter referred to as "the Team") organized by the Japan International Cooperation Agency (hereinafter referred to as "JICA") and headed by Dr. Chikamasa HAMURO, ex-Assistant Chief of the Fishing Boat Laboratory, Fisheries Agency, visited the Republic of Tunisia from 4 December 1977 to 15 December 1977 for the purpose of working out the details of the technical cooperation program concerning the National Fisheries Center Project in Tunisia.

During its stay in the Republic of Tunisia, the Team exchanged views and had a series of discussions with the Tunisian authorities concerned in respect of the desirable measures to be taken by both Governments for the successful implementation of the above-mentioned Project.

As a result of the discussions, the Team and the Tunisian authorities concerned agreed to recommend to their respective Governments the matters referred to in the document attached hereto.

Tunis, December 15, 1977

C. Hamuro

Dr. Chikamasa HAMURO
Head of the Japanese
Implementation Survey Team

Mr. Mohamed BEN KHEDDER
Director of Fisheries

THE ATTACHED DOCUMENT

I. COOPERATION BETWEEN BOTH GOVERNMENTS

1. The Government of Japan and the Government of the Republic of Tunisia will cooperate with each other in implementing the National Fisheries Center Project (hereinafter referred to as "the Project") for the purpose of providing practical and theoretical reeducation and retraining for fisheries teachers and other people who will contribute to the development of fisheries in Tunisia.

2. The Project will be implemented in accordance with the Master Plan which is given in Annex I.

II. DISPATCH OF JAPANESE EXPERTS

1. In accordance with the laws and regulations in force in Japan, the Government of Japan will take necessary measures through JICA to provide, at its own expense, services of Japanese experts as listed in Annex II through the normal procedures under the Technical Cooperation Scheme of Japan.

2. The Japanese experts referred to in 1. above and their families will be granted in the Republic of Tunisia the privileges, exemptions and benefits as listed in Annex III and will be granted privileges, exemptions and benefits no less favourable than those granted to experts of third countries or international organizations performing similar missions.

III. PROVISION OF MACHINERY AND EQUIPMENT

1. In accordance with the laws and regulations in force in Japan, the Government of Japan will take necessary measures through JICA to provide, at its own expense, such machinery, equipment and other materials necessary for the implementation of the Project as listed in Annex IV, through the normal procedures under the Technical Cooperation Scheme of Japan.

2. The articles referred to in 1. above will become the property of the Government of the Republic of Tunisia upon being delivered c.i.f. to the Tunisian authorities concerned at the ports and/or airports of disembarkation, and will be utilized exclusively for the implementation of the Project in consultation with the Japanese experts referred to in Annex II.

IV. TRAINING OF TUNISIAN PERSONNEL IN JAPAN

1. In accordance with the laws and regulations in force in Japan, the Government of Japan will take necessary measures through JICA to receive, at its own expense, the Tunisian personnel connected with the Project for technical training in Japan through the normal procedures under the Technical Cooperation Scheme of Japan.

2. The Government of the Republic of Tunisia will take necessary measures to ensure that the knowledge and experience acquired by the Tunisian personnel from technical training in Japan will be utilized effectively for the implementation of the Project.

V. MEASURES TO BE TAKEN BY THE GOVERNMENT OF THE REPUBLIC OF TUNISIA

1. In accordance with the laws and regulations in force in the Republic of Tunisia, the Government of the Republic of Tunisia will take necessary measures to provide, at its own expense :

(1) Services of the Tunisian counterpart personnel and administrative personnel as listed in Annex V ;

(2) Land, buildings and facilities as listed in Annex VI ;

(3) Supply or replacement of machinery, equipment, instruments, vehicles, tools, spare parts and any other materials necessary for the implementation of the Project other than those provided through JICA under III above ;

(4) Transportation facilities and travel allowances for the Japanese experts for the official travel within the Republic of Tunisia ;

(5) Suitably furnished accomodations for the Japanese experts and their families ;

(6) Fishing vessels which can be effectively used for development of each fishery.

2. In accordance with the laws and regulations in force in the Republic of Tunisia, the Government of the Republic of Tunisia will take necessary measures for :

(1) covering expenses necessary for the transportation within the Republic of Tunisia of the articles referred to in III above as well as for the installation, operation and maintenance thereof ;

(2) granting exemption from Customs duties, internal taxes and any other charges, imposed in the Republic of Tunisia on the articles referred to in III above ;

(3) covering all running expenses necessary for the implementation of the Project.

VI. ADMINISTRATION OF THE PROJECT

1. The Director of Fisheries will have the overall responsibility for the implementation of the Project.

. The Director of the National Fisheries Center (hereinafter referred to as "the Center") will be responsible for the operation of the Project, while the Japanese Team Leader will be responsible primarily for the technical matters. The Japanese Team Leader will advise the Director of the Center and, if deemed necessary, the Director of Fisheries in connection with the Project.

2. The Director of the Center and the Japanese Team Leader will work in close consultation in the implementation of the Project.

VII. CLAIMS AGAINST JAPANESE EXPERTS

The Government of the Republic of Tunisia undertakes to bear claims, if any arises, against the Japanese experts engaged in the Project resulting from, occurring in the course of, or otherwise connected with the discharge of their official functions in the Republic of Tunisia except for those arising from the willful misconduct or gross negligence of the Japanese experts.

VIII. MUTUAL CONSULTATION

There will be mutual consultation between the two Governments on any major issues arising from, or in connection with this Attached Document.

IX. TERM OF COOPERATION

The duration of the technical cooperation for the Project under this Attached Document will be three (3) years starting from July 1st, 1978.

ANNEX I MASTER PLAN

The Government of Japan will cooperate with the Republic of Tunisia in carrying out the National Fisheries Center Project by dispatch of Japanese experts, acceptance of Tunisian personnel for technical training in Japan and provision of equipment.

The Center will provide the practical and theoretical reeducation in the following fields :

(1) Fundamental theory of fishing gear and method ;

(2) Trawl fishing ;

(3) Purse seine fishing ;

(4) Tuna long line fishing ;

(5) Coastal fishing.

ANNEX II JAPANESE EXPERTS

(1) Team leader

(2) Experts on :

(A) Trawl Fishery

(B) Purse Seine Fishery

(C) Tuna Long Line Fishery

(3) Coordinator

Note : If necessary, short-term experts may be dispatched for strengthening the training.

ANNEX III PRIVILEGES, EXEMPTIONS AND BENEFITS

1. Exemptions from income tax and charges of any kind imposed or in connection with the living allowances remitted from abroad.

2. Exemptions from import and export duties and any other charge in respect of personal and household effects, including one motor vehicle per family, which may be brought into the Republic of Tunisia from abroad.

3. Free medical services and facilities to the Japanese experts and their families.

ANNEX IV MAIN MACHINERY, EQUIPMENT AND OTHER MATERIALS

(A) Fishing Nets, Fishing Gears, Auxiliary Equipment and Fishing Machinery necessary for carrying out Purse Seine Fishing, Trawl Fishing, Tuna Long Line Fishing and Coastal Fishing.

(B) Audio-visual Teaching Equipment and Instruments.

(C) Equipment for administrative use and Vehicles for carrying out the Operation of the Project.

ANNEX V TUNISIAN COUNTERPART PERSONNEL AND ADMINISTRATIVE PERSONNEL

(1) Director

(2) Deputy Director

(3) Fishing Gear and Methods Instructor(s)

(4) Purse Seine Fishery Instructor(s)

(5) Trawl Fishery Instructor(s)

(6) Tuna Long Line Fishery Instructor(s)

(7) Coastal Fishery Instructor(s)

(8) Crew of Training Vessels

(9) Administration and Supporting Personnel

ANNEX VI LAND, BUILDINGS AND FACILITIES

(1) Team Leader's office

(2) Experts' office

(3) Class Rooms

(4) Net-Making Room

(5) Fishing Gear Laboratory

(6) Fishing Gear Store

PROCES-VERBAL DES DISCUSSIONS TENUES ENTRE LA DELEGATION JAPONAISE ET LES AUTORITES CONCERNEES DU GOUVERNEMENT DE LA REPUBLIQUE TUNISIENNE CONCERNANT LA COOPERATION TECHNIQUE JAPONAISE RELATIVE AU PROJET DU CENTRE NATIONAL DES PECHES DE MAHDIA

La délégation japonaise (ci-après désignée "la Délégation"), organisée par l'Agence de Coopération Internationale du Japon (ci-après désignée "la JICA") et dirigée par le Dr. Chikamasa HAMURO, ex-Directeur Adjoint du Laboratoire des Bateaux de Pêche, Agence pour la Pêche, a visité la République de Tunisie du 4 au 16 décembre 1977, dans le but d'établir les détails du programme de coopération technique relatif au projet du Centre National des Pêches de Mahdia.

Pendant leur séjour en République de Tunisie, les membres de la Délégation ont échangé des points de vue et ont eu une série de discussions avec les autorités tunisiennes concernées au sujet des mesures souhaitables à prendre par les deux Gouvernements pour la réalisation heureuse du projet ci-dessus indiqué.

Au terme des discussions, la Délégation et les autorités tunisiennes concernées ont convenu de recommander à leurs Gouvernements respectifs les programmes de coopération, objet du document ci-annexé.

Tunis, le 15 décembre 1977

C. Hamuro

Dr. Chikamasa HAMURO
Chef de la Délégation
japonaise

M. Mohamed BEN KHEDDER
Directeur des Pêches

DOCUMENT ANNEXE

I. COOPERATION ENTRE LES DEUX GOUVERNEMENTS

1. Le Gouvernement du Japon et le Gouvernement de la République Tunisienne coopéreront dans la réalisation du projet du Centre National des Pêches de Mahdia (ci-après désigné "le Projet"), dans le but de dispenser un recyclage théorique et pratique à l'intention des professeurs de pêche et de toutes autres personnes susceptibles de contribuer au développement de la pêche en Tunisie.

2. Le projet sera réalisé conformément au Plan Directeur de l'Annexe I.

II. ENVOI DES EXPERTS JAPONAIS

1. Conformément aux lois et réglements en vigueur au Japon, le Gouvernement du Japon prendra les mesures nécessaires, par l'intermédiaire de la JICA, pour fournir à sa charge les services des experts japonais suivant la liste de l'Annexe II, par la procédure normale du Plan de Coopération Technique du Japon.

2. Les experts japonais et leurs familles bénéficieront en République de Tunisie des privilèges, exemptions et avantages énumérés à l'Annexe III ainsi que de privilèges, exemptions et bénéfices non moins favorables que ceux accordés aux experts des pays tiers ou des organisations internationales exécutant des missions similaires en Tunisie.

III. FOURNITURE DES APPAREILS ET EQUIPEMENTS

1. Conformément aux lois et réglements en vigueur au Japon, le Gouvernement du Japon prendra les mesures nécessaires, par l'intermédiaire de la JICA, pour fournir à sa charge appareils, équipement et autre matériel nécessaires pour la réalisation du projet, suivant l'Annexe IV, par la procédure normale du Plan de Coopération Technique du Japon.

2. Les articles auxquels il est fait référence au paragraphe 1. ci-dessus seront la propriété du Gouvernement de la République de Tunisie dès livraison CIF aux autorités tunisiennes concernées, dans les ports ou aéroports de débarquement, et seront utilisés exclusivement pour la réalisation du projet, en consultation avec les experts japonais auxquels il est fait référence à l'Annexe II.

IV. FORMATION DU PERSONNEL TUNISIEN AU JAPON

1. Conformément aux lois et réglements en vigueur au Japon, le Gouvernement du Japon prendra les mesures nécessaires, par l'intermédiaire de la JICA, pour recevoir à sa charge le personnel tunisien concerné par le projet, pour la formation technique au Japon suivant l'Annexe V, par la procédure normale du Plan de Coopération Technique du Japon.

2. Le Gouvernement de la République de Tunisie prendra les mesures nécessaires pour s'assurer que les connaissances et l'expérience acquises par le personnel tunisien au Japon seront utilisées d'une manière efficace pour la réalisation du Projet.

V. MESURES A PRENDRE PAR LE GOUVERNEMENT DE LA REPUBLIQUE DE TUNISIE

1. Conformément aux lois et réglements en vigueur en République de Tunisie, le Gouvernement de la République de Tunisie prendra les mesures nécessaires pour fournir à sa charge :

(1) les services des homologues tunisiens et du personnel administratif de l'Annexe V ;

(2) les bureaux et autres facilités de l'Annexe VI ;

(3) les fourniture et remplacement des appareils, équipement, instruments, véhicules, outils, pièces de rechange et tout autre matériel nécessaire pour la réalisation du projet, autres que ceux fournis par l'intermédiaire de la JICA d'après le paragraphe III ci-dessus ;

(4) les facilités de transport, allocations de déplacement pour les experts japonais à l'occasion de déplacements de service à l'intérieur de la République de Tunisie ;

(5) des logements convenablement meublés pour les experts japonais et leurs familles ;

(6) des bateaux de pêche qui peuvent être efficacement utilisés pour le développement de chaque type de pêche.

2. Conformément aux lois et réglements en vigueur en République de tunisie, le Gouvernement de la République de Tunisie devra prendre les mesures nécessaires pour :

(1) faire face aux dépenses nécessaires pour le transport à l'intérieur de la République de Tunisie des articles auxquels il est fait référence au paragraphe III ci-dessus, ainsi qu'à leur installation, fonctionnement et entretien ;

(2) accorder l'exemption des droits de douanes, des taxes internes et de toutes autres charges imposées en République de Tunisie sur les articles auxquels il est fait référence au paragraphe III ci-dessus

(3) faire face à toutes les dépenses courantes nécessaires à la réalisation du projet.

VI. ADMINISTRATION DU PROJET

1. Le Directeur des Pêches aura la responsabilité de l'ensemble de la réalisation du projet.

Le Directeur du Centre National des Pêches de Mahdia (ci-après désigné "le Centre") sera responsable du fonctionnement du projet, alors que le chef de l'équipe japonaise sera responsable principalement de la partie technique. Le chef de l'équipe japonaise fera des recommandations au Directeur du Centre et, si nécessaire, au Directeur des Pêches, au sujet de la réalisation du projet.

2. Le Directeur du Centre et le chef de l'équipe japonaise travailleront en étroite collaboration à la réalisation du projet.

VII. RECLAMATIONS CONTRE LES EXPERTS JAPONAIS

Le Gouvernement de la République de Tunisie acceptera de recevoir les réclamations qui seront présentées contre les experts japonais engagés au projet, s'il y a lieu, réclamations résultant ou survenues en relation avec l'accomplissement des fonctions officielles des experts japonais en République de Tunisie, à l'exception de celles survenues suite à une inconduite volontaire ou à une négligence importante de la part des experts japonais.

VIII. CONSULTATION MUTUELLE

Une consultation mutuelle aura lieu entre les deux Gouvernements sur les questions importantes survenues ou en relation avec le Document Annexé.

IX. DUREE DE LA COOPERATION

La durée de la coopération technique pour le projet du Document Annexé sera de trois (3) ans, à partir du 1er juillet 1978.

ANNEXE I PLAN DIRECTEUR

Le Gouvernement du Japon coopérera avec la République de Tunisie dans l'exécution du projet du Centre National des Pêches en envoyant des experts japonais, en recevant du personnel tunisien pour une formation technique au Japon et en fournissant de l'équipement.

Le Centre effectuera le recyclage pratique et théorique dans les domaines suivants :

(1) Théorie fondamentale des techniques et engins de pêche ;

(2) Pêche au chalut ;

(3) Pêche à la seine tournante ;

(4) Pêche au thon à la ligne longue ;

(5) Pêche côtière.

ANNEXE II EXPERTS JAPONAIS

(1) Un chef d'équipe

(2) Des experts :

a) à la pêche au chalut ;

b) à la pêche à la seine tournante ;

c) à la pêche au thon à la ligne longue

(3) Un coordonnateur

Remarque : Si nécessaire, des experts pourront être dépêchés pour une courte durée afin de renforcer la formation.

ANNEXE III PRIVILEGES, EXEMPTIONS ET AVANTAGES

1. Exemption du paiement de l'impôt sur le revenu et des charges de toutes natures relatives à toutes les allocations envoyées de l'étranger.

2. Exemption des frais de douanes à l'importation et à l'exportation et de toutes sortes de charges en relation avec les effets personnels et ménagers, y compris une voiture par famille, qui pourra être apportée de l'étranger en République Tunisienne.

3. Soins et services médicaux gratuits pour les experts japonais et leurs familles.

ANNEXE IV MACHINERIE PRINCIPALE, EQUIPEMENT, OUTILS ET INSTRUMENTS

(A) Filets de pêche, engins de pêche, équipement auxiliaire et machinerie de pêche nécessaire pour l'exécution de la pêche à la seine tournante, de la pêche au chalut, de la pêche au thon à la ligne longue et de la pêche côtière.

(B) Equipement et instruments d'enseignement audio-visuel.

(C) Equipement administratif et véhicules automobiles nécessaires à la réalisation du projet.

ANNEXE V PERSONNEL HOMOLOGUE ET PERSONNEL ADMINISTRATIF TUNISIEN

1. Directeur
2. Sous-Directeur
3. Instructeur(s) d'engins et de méthodes de pêche.
4. Instructeur(s) de pêche à la seine tournante
5. Instructeur(s) de pêche au chalut
6. Instructeur(s) de pêche au thon à la ligne longue
7. Instructeur(s) de pêche côtière
8. Equipage du bateau-école
9. Personnel d'administration et de fonctionnement

ANNEXE VI TERRAIN, BATIMENTS ET INSTALLATIONS

1. Bureau du chef d'équipe
2. Bureau des experts
3. Salles de classe
4. Salle de fabrication des filets
5. Laboratoire des engins de pêche
6. Magasin des engins de pêche

THE RECORD OF DISCUSSIONS BETWEEN
THE JAPANESE EVALUATION TEAM AND THE
AUTHORITIES CONCERNED OF THE GOVERNMENT
OF THE REPUBLIC OF TUNISIA FOR THE
NATIONAL FISHERIES CENTER PROJECT

The Japanese Evaluation Team (hereinafter referred to as "the Tead), organized by the Japan International Cooperation Agency (hereinafter referred to as "JICA") and headed by Mr. Keishiro Mori, Chief, Fishing Gear Section, Fishing Gear and Methods Division, National Research Institute of Fisheries Engineering, Fisheries Agency, visited the Republic of Tunisia from March 6, 1981 to March 18, 1981 for the purpose of evaluating the achievements in the technical cooperation concerning the National Fisheries Center Project in Tunisia.

During its stay in the Republic of Tunisia, the Team exchanged views and had a series of discussions with the Tunisian authorities concerned. As a result of the discussions, the Team and the Tunisian authorities concerned agreed to recommend to their respective Governments the matter referred to in the document attached hereto.

Tunis, March 18, 1981

Mr. Keishiro Mori
Head of the Japanese
Evaluation Team

M. Mohsen Hanza
le Commissaire Général
à la Pêche

THE ATTACHED DOCUMENT

I. COOPERATION BETWEEN BOTH GOVERNMENTS

1. The Government of Japan and the Government of the Republic of Tunisia will cooperate with each other in implementing the National Fisheries Center Project (hereinafter referred to as "the Project") for the purpose of providing practical reeducation and on-board retraining for fisheries teachers and other people who will contribute to the development of fisheries in Tunisia.

2. The Project will be implemented in accordance with the Master Plan which is given in Annex I.

II. DISPATCH OF JAPANESE EXPERTS

1. In accordance with the laws and regulations in force in Japan, the Government of Japan will take necessary measures through JICA to provide, at its own expense, services of Japanese experts as listed in Annex II through the normal procedures under the Technical Cooperation Scheme of Japan.

2. The Japanese experts referred to in 1. above and their families will be granted in the Republic of Tunisia the privileges, exemptions and benefits as listed in Annex III and will be granted privileges, exemptions and benefits no less favourable than those granted to experts of third countries or international organizations performing similar missions.

III. PROVISION OF MACHINERY AND EQUIPMENT

1. In accordance with the laws and regulations in force in Japan, the Government of Japan will take necessary measures through JICA to provide, at its own expense, such machinery, equipment and other materials as listed in Annex IV necessary for the implementation of the Project through the normal procedures under the Technical Cooperation Scheme of Japan.

2. The articles referred to in 1. above will become the property of the Government of Tunisia upon being delivered c.i.f. to the Tunisian authorities concerned at the ports and/or airports of disembarkation, and will be utilized exclusively for the implementation of the Project in consultation with the Japanese experts referred to in Annex II.

IV. TRAINING OF TUNISIAN PERSONNEL IN JAPAN

1. In accordance with the laws and regulations in force in Japan, the Government of Japan will take necessary measures through JICA to receive, at its own expense, the Tunisian personnel connected with the Project for technical training in Japan through the normal procedures under the Technical Cooperation Scheme of Japan.

2. The Government of the Republic of Tunisia will take necessary measures to ensure that the knowledge and experience acquired by the Tunisian personnel from technical training in Japan will be utilized effectively for the implementation of the Project.

V. SERVICES FOR TUNISIAN COUNTERPART PERSONNEL AND ADMINISTRATION PERSONNEL

1. In accordance with the laws and regulations in force in the Republic of Tunisia, the Government of Tunisia will take necessary measures to secure at its own expense necessary services for Tunisian counterpart personnel and administrative personnel as listed in Annex V.

2. As to the Tunisian counterpart personnel, the Government of the Republic of Tunisia will endeavour to allocate the necessary number of suitably qualified personnel corresponding to each Japanese expert to be dispatched by the Government of Japan as specified in Annex II, to fulfill the effective and successful transfer of technology under the Project.

VI. MEASURES TO BE TAKEN BY THE GOVERNMENT OF THE REPUBLIC OF TUNISIA

1. In accordance with the laws and regulations in force in the Republic of Tunisia, the Government of the Republic of Tunisia will take necessary measures to provide, at its own expense :

(1) Land, buildings and facilities as listed in Annex VI ;
(2) Supply or replacement of machinery, equipment, instruments, vehicles, tools, spare parts and any other materials necessary for the implementation of the Project other than those provided through JICA under III above ;
(3) Transportation facilities and travel allowances for the Japanese experts for the official travel within the Republic of Tunisia ;
(4) Suitably furnished accomodations for the Japanese experts and their families.

2. In accordance with the laws and regulations in force in the Republic of Tunisia, the Government of the Republic of Tunisia will take necessary measures to provide, at its own expense, properly equipped fishing vessels which can be effectively used in the fields as listed in Annex I.

3. In accordance with the laws and regulations in force in the Republic of Tunisia, the Government of the Republic of Tunisia will take necessary measures for :

(1) covering expenses necessary for the transport within the Republic of Tunisia of the articles referred to in III. above as well as for the installation, operation and maintenance thereof ;
(2) granting exemption from customs duties, internal taxes and any other charges, imposed in the Republic of Tunisia on the articles referred to in III. above ;
(3) covering all running expenses necessary for the implementation of the Project.

VII. ADMINISTRATION OF THE PROJECT

1. The Director of Fisheries Bureau will have the overall responsibility for the implementation of the Project.

The Director of the National Fisheries Center (hereinafter referred to as "the Center") will be responsible for the operation of the Project, while the Japanese Team Leader will be responsible primarily for the technical matters. The Japanese Team Leader will advise the Director of the Center and, if deemed necessary, the Director of Fisheries in connection with the Project.

2. The Director of the Center and the Japanese Team Leader will work in close consultation in the implementation of the Project.

3. The Japanese experts will also provide technical guidance and advice to the Tunisian counterpart personnel in the concerned fields under the Project.

4. There will be close consultation on any matters concerning the implementation of the Project between both sides. For this purpose, the Joint Committee will be established with the composition as specified in Annex VII.

VIII. CLAIMS AGAINST JAPANESE EXPERTS

The Government of the Republic of Tunisia undertakes to bear claims, if any arises, against the Japanese experts engaged in the Project resulting from, occurring in the course of, or otherwise concerned with the discharge of their official functions in the Republic of Tunisia except for those arising from the willful misconduct or gross negligence of the Japanese experts.

IX. MUTUAL CONSULTATION

There will be mutual consultation between the two Governments on any major issues arising from, or in connection with this Attached Document.

X. TERM OF COOPERATION

1. The duration of the technical cooperation for the Project under this Attached Document will not exceed eighteen (18) months following from July 1, 1981.

2. The Japanese experts will be free from the Project during the last one month of their stay in Tunisia to prepare their definite return to Japan.

ANNEX I MASTER PLAN

The Government of Japan will cooperate with the Republic of Tunisia in carrying out the National Fisheries Center Project by dispatch of Japanese experts, acceptance of Tunisian personnel for technical training in Japan and provision of equipment.

The Center will provide the practical reeducation and on-board practical training in the following fields, on condition that at least a properly equipped training vessel is prepared for each fishing field by the Government of the Republic of Tunisia.

(1) Trawl fishing ;

(2) Purse seine fishing ;

(3) Tuna long line fishing ;

(4) Coastal fishing.

ANNEX II JAPANESE EXPERTS

(1) Team Leader

(2) Experts on :

(A) Trawl fishery

(B) Purse seine fishery

(C) Tuna long line fishery

(3) Coordinator

Note : 1. If necessary, short-term experts may be dispatched for strengthening the on-board practical training, especially, for coastal fishery.

2. Practical retraining of coastal fishing will be implemented by the Japanese experts.

ANNEX III PRIVILEGES, EXEMPTIONS AND BENEFITS

1. Exemptions from income tax and charges of any kind imposed or in connection with the living allowances remitted from abroad.

2. Exemptions from import and export duties and any other charge in respect of personal and household effects, including one motor vehicle per family, which may be brought into the Republic of Tunisia from abroad.

3. Free medical services and facilities to the Japanese experts and their families.

ANNEX IV MAIN MACHINERY, EQUIPMENT AND OTHER MATERIALS

(A) Fishing nets, fishing gears, auxiliary equipment and fishing machinery necessary for carrying out the practical on-board retraining of trawl, tuna long line, purse seine and coastal fishing.

(B) Equipment for administrative use in carrying out the operation of the Project itself.

(C) Audio-viaual equipment.

ANNEX V TUNISIAN COUNTERPART PERSONNEL AND ADMINISTRATIVE PERSONNEL

	Number
(1) Director	
(2) Deputy Director	
(3) Purse Seine Fishery Instructor(s).....	at least 2
(4) Trawl Fishery Instructor(s).....	2
(5) Tuna Long Line Fishery Instructor(s)	2
(6) Coastal Fishery Instructor(s)	2
(7) Crew of Training Vessels	
(8) Administration and Supporting Personnel	

ANNEX VI LAND, BUILDINGS AND FACILITIES

(1) Team Leader's Office

(2) Experts' Office

(3) Classrooms

(4) Net-making Room

(5) Fishing Gear Laboratory

(6) Fishing Gear Store

ANNEX VII COMPOSITION OF THE JOINT-COMMITTEE

1. Chairman — Director of Fisheries Bureau, Ministry of Agriculture, Tunisia

2. Members

(1) Tunisian side :

a. Director of Fisheries Bureau

b. Chief of Fisheries Education, Fisheries Bureau

c. Director of National Fisheries Center

d. Personnel designated by the Director of Fisheries Bureau

(2) Japanese side :

a. Team Leader

b. Experts designated by the Team Leader

c. Coordinator

d. Representative of JICA

Note : An official of the Embassy of Japan may attend the Joint-Committee as an observer

8. ペルー国水産加工センター計画討議議事録

ACTA DE CONVERSACIONES

FORMULADO POR LA MISION DE EXPERTOS JAPONESES Y LA DIRECCION DE COOPERACION TECNICA Y ECONOMICA DEL MINISTERIO DE PESQUERIA DEL PERU, CON REFERENCIA AL PROYECTO DEL CENTRO DE TRANSFORMACION PESQUERA.

Para estrechar aún más la amistad que une a los pueblos del Perú y Japón, y atendiendo a una solicitud del Gobierno Peruano, visitó en el mes de Abril, al Perú, una Misión Ejecutiva Japonesa, presidida por el Dr. Keishi Amano, organizado por la JAPAN - INTERNATIONAL COOPERATION AGENCY (JICA), para considerar en forma concreta el contenido de la Cooperación Técnica entre la República del Perú y el Japón para la creación del Centro de Transformación Pesquera.

La Misión Japonesa a la vez que ha efectuado estudios necesarios para la ubicación del mencionado Centro, llevó a cabo conversaciones con los funcionarios del Ministerio de Pesquería de la República del Perú con relación al proyecto de Cooperación mencionado, acordando, ambas partes, recomendar a sus respectivos gobiernos sobre los artículos descritos en el Acta de Conversaciones adjunto (que incluye 5 Anexos).

ACTA DE CONVERSACIONES

1.- El Gobierno del Japón y el Gobierno de la República del Perú reconociendo la importancia del amplio desarrollo técnico en el campo de la utilización de los productos hidrobiológicos, y conforme a la Política de desarrollo de la pesca para el consumo humano directo que es una de las bases del Plan quinquenal (1971 - 1975) del Sector Pesquero de la República del Perú, llevarán a cabo en forma conjunta el Proyecto del Centro de Transformación Pesquera a instalarse en la Provincia Constitucional del Callao, como un organismo dependiente del Ministerio de Pesquería.

2.- RESUMEN GENERAL DEL CENTRO

(1) Investigación para el desarrollo de nuevos productos hidrobiológicos para el consumo humano y el mejoramiento de la técnica de transformación pesquera de los productos congelados, refrigerados, pastas, enlatados, y seco-salados, etc.

(2) Capacitación de Especialistas en Transformación Pesquera (a cargo de personal peruano).

(3) Investigación y Estudio de Mercados de los productos hidrobiológicos (a cargo de personal peruano).

3.- ALCANCE DE LA COOPERACION DEL GOBIERNO DEL JAPON

(1) El Gobierno de Japón de acuerdo a las disposiciones legales del Japón, tomará medidas necesarias para cubrir los gas

tos de servicio del Asesor Jefe Japonés (en adelante se le denominará Asesor), y del número de Expertos Japoneses necesarios mencionados en el Anexo I y de expertos necesarios de cortos períodos (en adelante se les denominará Expertos).

(2) (a) El Gobierno del Japón, de acuerdo a sus disposiciones legales, tomará medidas necesarias para cubrir los gastos de materiales y equipos que se mencionan en el Anexo II para el equipamiento del Centro.

(b) Dichos materiales y equipos al llegar a Puerto o Aeropuerto peruano con precio CIF y entregada a las autoridades pertinentes pasará a ser propiedad del Estado Peruano.

(c) Los materiales y equipos deberán ser utilizados únicamente por el Centro bajo instrucciones del Asesor Jefe Japonés.

(3) (a) El Gobierno del Japón de acuerdo a sus disposiciones legales, tomará medidas necesarias para cubrir gastos de entrenamiento en el Japón, de Profesionales Técnicos y trabajadores peruanos relacionados con el Centro, de acuerdo a los requerimientos del Centro.

(b) Los Profesionales, técnicos y trabajadores peruanos becados al Japón serán propuestos por el Director del Centro y el Asesor, en coordinación con la Oficina de Cooperación Técnica y Económica.

Además el Gobierno Peruano, de acuerdo a las disposiciones legales vigentes, tomará las medidas necesarias

para que los conocimientos y tecnología de los profesionales técnicos y trabajadores peruanos entrenados en el Japón sean utilizados para el Centro.

(4) La Cooperación Japonesa referente a los puntos (1) 2 (a) y 3 (a), arriba mencionados, se efectuarán basándose en la presentación de las siguientes solicitudes, determinadas por el Gobierno del Japón.

(a) Formulario A-1 para la venida de Expertos Japoneses.

(b) Formulario A-4 para solicitar los equipos y maquinarias señalados en el Anexo II.

(c) Formularios A-2 y A-3 para solicitar capacitación de técnicos peruanos en el Japón.

4.- OBLIGACIONES DEL GOBIERNO PERUANO

El Gobierno Peruano de acuerdo a las disposicones legales vigentes, tomará las medidas necesarias para cubrir los siguientes gastos:

(1) Servicios de los funcionarios peruanos expuestos en el Anexo III.

(2) Materiales y equipos necesarios para el funcionamiento del Centro, mencionados en el numeral 3 (2) (a) y que no figuran entre los que serán donados por el Gobierno del Japón.

(3) Terreno necesario para la construcción e instalaciones anexos mencionados en el Anexo IV.

(4) Movilidad para el uso oficial de los expertos.

(5) Dentro de las posibilidades del Ministerio de Pesquería se brindará una asignación mensual para vivienda de los expertos.

(6) Impuestos aduaneros e impuestos internos de los materiales

y equipos mencionados en el numeral 3 (2) (a) donados por el Gobierno del Japón.

(7) Gastos necesarios para el transporte, instalación, funcionamiento y mantenimiento de los materiales y equipos mencionados en el numeral 3 (2) (a) donados por el Gobierno del Japón.

(8) Gastos necesarios para la operación del Centro, materia prima y artículos de consumo para la investigación y desarrollo de nuevos productos pesqueros y mejoramiento de los existentes.

(9) Gastos necesarios para viajes oficiales de los Expertos por el interior del Perú.

5.- TRATO A LOS EXPERTOS JAPONESES

De acuerdo a la legislación interna peruana se otorgará a los Expertos y sus familiares durante su estadía, los privilegios y exoneraciones expuestos en el Anexo V y de ninguna manera deberán ser inferiores a los otorgadas a Expertos de otros países o de Organismos de las Naciones Unidas.

6.- RECLAMO A LOS EXPERTOS

El Gobierno Peruano, se hará responsable de los cargos imputados a cualquier experto que con motivo del cumplimiento de sus funciones; durante el mismo o en actividades relacionadas, pudiera originarse. Salvo el caso de producirse una falta grave hecha por negligencia.

7.- RESPONSABILIDADES Y FUNCIONES DEL ASESOR Y DEL DIRECTOR DEL CENTRO

(1) El Asesor y el Director del Centro, se prestarán estrecha colaboración con relación al funcionamiento del Centro.

(2) El Asesor se hará responsable de los asuntos técnicos del Centro; el Director, se hará responsable del funcionamiento general del Centro, y el Asesor de acuerdo a las necesidades y dentro del límite de sus posibilidades, podrá asesorar al Despacho Ministerial.

8.- MUTUA DELIBERACION

De acuerdo a las necesidades para llevar a cabo los objetivos del Centro y para incrementar la colaboración técnica entre ambos países, con relación a la operación del Centro, se efectuarán deliberaciones entre ambas partes.

9.- TERMINO DE LA COOPERACION DEL GOBIERNO JAPONES

El período de cooperación y asistencia del Gobierno del Japón para el Centro, será de cuatro años, a partir de 1975.

Este período podrá ser ampliado por otro determinado período, previo acuerdo de ambas partes.

ANEXO I

RELACION DE EXPERTOS JAPONESES

1.- Asesor Jefe

2.- Experto en Transformación de Productos Pesqueros

3.- Experto en Equipos y Maquinarios de Transformación de Productos Pesqueros.

4.- Experto en Técnicas de Investigación Química de Productos Pesqueros.

5.- Coordinador

NOTA: Cada Experto de las especialidades mencionadas arriba serán enviados conforme se va desarrollando el trabajo.

ANEXO II

RELACION DE LOS EQUIPOS OTORGADOS DE PARTE DEL GOBIERNO DEL JAPON

1.- Equipos para congelados, refrigerados y producción de hielo.
2.- Equipos para la producción de alimentos congelados.
3.- Equipos para la producción de pastas.
4.- Equipos para la producción de enlatados.
5.- Equipos para la producción de otros productos (salado, seco-salado, secos, ahumados, etc).
6.- Equipos para las investigaciones químicas.
7.- Equipos para las investigaciones microbiológicas
8.- Camioneta con equipos de congelacion.
9.- Unidad Móvil de demostración de productos.
10.- Equipos de Oficina (copiadora, calculadoras, etc).
11.- Materiales de consulta (libros).
12.- Otros.

ANEXO III

RELACION DE PERSONAL PERUANO PARA EL CENTRO

1.- Director

2.- Técnico investigador y Funcionarios Técnicos necesarios (por lo menos dos funcionarios técnicos por cada experto).

3.- EMPLEADOS

4.- OTROS :

Choferes

Guardianes

Conserje, etc.

ANEXO IV

CONSTRUCCIONES NECESARIAS E INSTALA - CIONES ANEXAS

1.- Oficina del Director
2.- Oficina Asesor Jefe
3.- Oficina de los Técnicos Peruanos
4.- Oficina de los Expertos Japoneses
5.- Laboratorio de Productos Congelados
6.- Laboratorio de Productos en Pasta
7.- Laboratorio de Enlatados
8.- Laboratorio para seco-salados
9.- Cámara de Congelación y Refrigeración
10.- Sala de inspección de eficiencia
11.- Laboratorio Microbiológico
12.- Laboratorio Químico
13.- Sala de Conferencia
14.- Gabinete de Muestras
15.- Biblioteca
16.- Depósito de repuestos e instrumentos
17.- Sala de Reparaciones
18.- Sala de Máquinas (luz, caldera)
19.- Garage, comedor y demás estancias necesarias

ANEXO V

PRIVILEGIO, EXONERACIONES Y FACILIDADES PARA LOS EXPERTOS

1.- Los Expertos estarán exonerados del pago de impuestos a la renta sobre las remuneraciones percibidas de parte del Gobierno del Japón e impuestos de reexportación y demás impuestos.

2.- Los Expertos y sus familias podrán hacer ingreso libre de derechos aduaneros de los artículos contemplados en las leyes peruanas.

3.- El Ministerio de Pesquería pondrá a disposición de los Expertos y sus familias el Departamento Médico.

Lima, 24 de Abril de 1975

Por JAPAN INTERNATIONAL COOPERATION AGENCY

天野慶之

Dr. Keishi Amano
Jefe de la Misión Ejecutiva Japonesa

Por MINISTERIO DE PESQUERIA DEL PERU

Dr. Ramón Pérez Prieto
Director General de la Oficina de Cooperación Técnica y Económica

(h) 塩干製品試作室	(h) Laboratorio de productos secosalados
(i) 冷凍・冷蔵室	(i) Cámara de congelación y refrigeración
(j) 規格検査室	(j) Sala de inspección de normas
(k) 微生物実験室	(k) Laboratorio microbiológico
(l) 化学実験室	(l) Laboratorio químico
(m) 会議室	(m) Sala de conferencias
(n) 標本室	(n) Gabinete de muestras
(o) 図書室	(o) Biblioteca
(p) 予備部品及び工具用倉庫	(p) Depósito de repuestos e instrumentos
(q) 整理室	(q) Sala de reparaciones
(r) 電気・ボイラー室	(r) Sala de máquinas (luz, caldera)
(s) 車庫及び食堂	(s) Garaje y comedor
(t) その他の必要な施設	(t) Otras instalaciones necesarias

（参考）

この協定は、水産物の利用分野における技術の開発を行うことを目的とするペルー水産加工センターに対し、日本国政府が専門家の派遣、物品の供与等を行うことによって協力することを定めたものである。

付表Ⅳ

ペルー人職員の表

付表Ⅳ

ペルー人職員の表

(1) 理事長
(2) 研究技術者及び必要な技術職員
(3) 事務職員
(4) その他必要な職員（運転手、守衛等）

付表Ⅴ

土地、建物及び関する施設の表

付表Ⅴ

土地、建物及び関する施設の表

(1) センター用の土地
(2) 建物及び関する施設
(a) 理事長室
(b) 日本人技術職員室
(c) ペルー人職員事務室
(d) 日本人専門家事務室
(e) 冷凍製品試作室
(f) 練り製品試作室
(g) かん詰製品試作室

ANEXO IV

RELACION DE PERSONAL PERUANO DEL CENTRO

(1) Director
(2) Investigadores y funcionarios técnicos necesarios
(3) Empleados administrativos
(4) Otros necesarios:
Choferes
Guardianes, etc.

ANEXO V

CONSTRUCCIONES NECESARIAS Y INSTALACIONES ANEXAS

(1) Terreno para el Centro
(2) Edificios e instalaciones anexas:
(a) Oficina del Director
(b) Oficina del Asesor Jefe Japonés
(c) Oficina del personal peruano
(d) Oficina de los expertos japoneses
(e) Laboratorio de productos congelados
(f) Laboratorio de productos en pasta
(g) Laboratorio de productos enlatados

付表Ⅲ

日本国政府が供与する物品の表

(1) 冷凍、冷蔵及び製氷機材
(2) 冷凍製品製造機材
(3) 練り製品製造機材
(4) かん詰製品製造機材
(5) その他水産加工品（塩蔵品、塩干品、乾燥品及びくん製品）製造機材
(6) 化学実験用機材
(7) 殺生物実験用機材
(8) 小型冷凍トラック
(9) 加工実験車

(3) Facilidades para que los expertos japoneses y sus familiares tengan acceso al Departamento médico del Ministerio de Pesquería.

ANEXO III

RELACION DE ARTICULOS OTORGADOS POR EL GOBIERNO DEL JAPON

(1) Equipos y materiales para congelación, refrigeración y producción de hielo
(2) Equipos y materiales para la producción de congelados
(3) Equipos y materiales para la producción de pastas
(4) Equipos y materiales para la producción de enlatados
(5) Equipos y materiales para la producción de otros productos pesqueros (salados, secos y ahumados)
(6) Equipos y materiales para los experimentos químicos
(7) Equipos y materiales para los experimentos microbiológicos
(8) Una camioneta con equipo de congelación
(9) Un automóvil-laboratorio de transformación

ペルー共和国政府と日本国政府との間の協力議定書

付表Ⅰ

日本人専門家の表

付表Ⅰ

日本人専門家の表

(1) 首席顧問
(2) (a) 食用水産物加工技術専門家
(b) 食用水産物加工機械専門家
(c) 食用水産物化学研究技術専門家
(3) 其他調査専門家

付表Ⅱ

特権、免除及び便宜

付表Ⅱ

特権、免除及び便宜

(1) 海外から送金される報酬に対して又はそれに関連してペルー共和国において課される所得税その他の課徴金の免除
(2) ペルー共和国に持ち込まれることのある身回品及び家財(一家族につき一台の自動車を含む。)に関して課される輸入税、輸出税その他の課徴金の免除
(3) 日本人専門家及びその家族が政府省の診療所を利用するための便宜

ANEXO 1

RELACION DE EXPERTOS JAPONESES

(1) Un Asesor Jefe
(2) (a) Expertos en transformación de productos pesqueros para el consumo humano
(b) Expertos en maquinarias de transformación de productos pesqueros para el consumo humano
(c) Expertos en técnicas de investigación química de productos pesqueros para el consumo humano
(3) Un experto coordinador

ANEXO II

PRIVILEGIO, EXENCION Y FACILIDADES

(1) Exención de impuestos a la renta y otras cargas que, en la República del Perú, pueden ser impuestos sobre y/o en relación con las remuneraciones remitidas del exterior.
(2) Exención de impuestos de importación y de exportación y otras cargas a efectos personales y domésticos (incluyendo un automóvil) para cada familia que los expertos y sus familiares puedan llevar para dentro de la República del Perú.

日本国政府のために
宮澤喜一

ペルー共和国政府のために
フランシスコ・マリアテギ・アンガロ

Por el Gobierno del Japón:

(Firmado) Kiichi Miyazawa

Por el Gobierno de la República del Perú:

(Firmado) Francisco Mariátegui Angulo

技術的事項について責任を負い、その責任の範囲内でペルー共和国通商産業省技術経済協力局長に助言を行うことができる。

(3) 前記にいう日本人専門家とペルー人理事長は、センターの運営について緊密な協力を行う。

第十条

委員会は、この協定から又はそれに関連して生ずることがあるいかなる事項についても相互に協議する。

第十一条

この協定は、日本国政府がペルー共和国政府から協定の発効に必要な法律手続を完了した旨の文書による通告を受けた日に効力を生じ、四年の期間効力を有するものとし、委員会開の相互の合意により、更に特定の期間延長することができる。

もつとも、いずれの政府も、他方の政府に対していつでもこの協定を終了させる意思を通告することができ、その通告に関し、この協定は、そのような通告が行われた後六箇月で終了する。

千九百七十六年六月七日に東京で、ひとしく正文である日本語及びスペイン語により本書二通を作成した。

(3) El Jefe Japonés y el Director Peruano del Centro arriba mencionado se prestarán estrecha colaboración con relación al funcionamiento del Centro.

Artículo X

Los dos Gobiernos se consultarán mutuamente con respecto a cualquier asunto que pueda originarse de o en relación con este Acuerdo.

Artículo XI

El presente Acuerdo entrará en vigencia en la fecha en que el Gobierno del Japón sea notificado en forma escrita por el Gobierno de la República del Perú del cumplimiento de procedimientos jurídicos necesarios para ponerlo en vigencia y tendrá una validez por un período de cuatro años, pudiendo ser prorrogado por otro período determinado, con consentimiento mutuo de los dos Gobiernos.

Sin embargo, uno de los Gobiernos podrá denunciarlo mediante notificación dirigida al otro en cualquier momento. En este caso, el presente acuerdo quedará sin efecto, seis meses después de la notificación.

Hecho en la ciudad de Tokio, el día siete del mes de junio de mil novecientos setenta y seis, en dos ejemplares, en idiomas japonés y español, siendo ambos textos igualmente válidos.

(4) 第三条(1)にいう日本人専門家のペルー共和国内における公用の旅行に必要な経費

(5) 第三条(1)にいう日本人専門家のための住宅費（漁業省として可能な範囲内に限る。）

日本人専門家に対する請求についてのペルー政府の責任

第八条

ペルー共和国政府は、第三条(1)にいう日本人専門家のペルー共和国における職務の遂行に起因し、その遂行中に発生し、又はその遂行に関連する日本人専門家に対する請求が生じた場合には、その請求に関する責任を負う。ただし、日本人専門家の故意又は重大な過失から生ずる責任については、この限りでない。

センターの監督及び運営責任等

第九条

(1) ペルー共和国漁業省技術経済協力局長は、センターの監督について責任を負い、付表Ⅰにいうペルー人理事長は、センターの運営について責任を負う。

(2) 付表Ⅰにいう日本人首席顧問は、センターの運営に必要な

(2) Gastos necesarios para el transporte dentro de la República del Perú, interlocución operación y mantenimiento de los artículos mencionados en el párrafo (1) del Artículo IV;

(3) Gastos necesarios para el funcionamiento del Centro;

(4) Gastos necesarios para viajes oficiales por el interior de la República del Perú de los expertos japoneses mencionados en el párrafo (1) del Artículo III;

(5) Gastos de las viviendas para los expertos japoneses mencionados en el párrafo (1) del Artículo III, dentro de las posibilidades del Ministerio de Pesquería.

Artículo VIII

El Gobierno de la República del Perú, se hará responsable de las reclamaciones o cualquier experto japonés mencionado en el párrafo (1) del Artículo III, que con motivo del cumplimiento de sus funciones en la República del Perú, durante el mismo o en actividades relacionadas, pudiera originarse, salvo en el caso de motivo intencional o negligencia grave de los expertos japoneses.

Artículo IX

(1) El Director General de la Oficina de Cooperación Técnica y Económica del Ministerio de Pesquería de la República del Perú asumirá la responsabilidad de la supervisión del Centro y el Director Peruano mencionado en Anexo IV, se hará responsable del funcionamiento del Centro.

(2) El Asesor Jefe Japonés mencionado en Anexo

ペルー政府の負担による機械、器具、建物等

第六条

ペルー共和国政府は、ペルー共和国の現行法令に従い、第二条に定める業務のために自己の負担において次のものを提供するための必要な措置をとる。

(1) 付表Ⅳに掲げるペルー人職員の役務

(2) 付表Ⅴに掲げる土地、建物その他の財産

(3) 第四条(1)にいう物品以外のセンターの設置及び運営に必要な物品

(4) 新製品の開発及び既存の製品の改良のための資材及び消耗品

(5) 第三条(1)にいう日本人専門家の公務のための交通手段

ペルー政府の負担による経費等

第七条

ペルー共和国政府は、ペルー共和国の現行法令に従い、第二条に定める業務のために次のものを負担するための必要な措置をとる。

(1) 第四条(1)にいう物品に対してペルー共和国において課されることがある関税、内国税その他の賦課金

(2) 第四条(1)にいう物品のペルー共和国内における輸送並びにこれらの物品の据付け、操作及び維持に必要な経費

(3) センターの運営に必要な経費

Artículo VI

El Gobierno de la República del Perú, de acuerdo con las leyes y reglamentos vigentes en la República del Perú, tomará las medidas necesarias para proveer, por su cuenta, para los fines de las funciones estipuladas en el Artículo II, lo siguiente:

(1) Servicios de los funcionarios peruanos enumerados en Anexo IV;

(2) Terreno, edificios y otras instalaciones, anexos, enumerados en Anexo V;

(3) Artículos necesarios para la creación y funcionamiento del Centro con excepción de aquellos mencionados en el párrafo (1) del Artículo IV;

(4) Materiales primas y artículos de consumo para el desarrollo de nuevos productos y mejoramiento de los existentes;

(5) Medio de transporte para servicios oficiales de los expertos japoneses mencionados en el párrafo (1) del Artículo III.

Artículo VII

El Gobierno de la República del Perú, de acuerdo con las leyes y reglamentos vigentes en la República del Perú, tomará las medidas necesarias para cubrir, por su cuenta, los siguientes gastos, para los fines de las funciones estipuladas en el Artículo III:

(1) Derechos aduaneros, impuestos internos y otras tasas que puedan ser impuestos, en la República del Perú, a los artículos mencionados en el párrafo (1) del Artículo IV;

ペルー人技術者その他の関係職員の受入れ

第五条

(1) 日本国政府は、日本国の現行法令に従い、日本国政府が定める通常の手続によつて第二条(1)に定める業務に携わるペルー人技術者その他の関係職員を技術訓練のために日本国に受け入れるため必要な措置をとる。

(2) (1)にいうペルー人技術者その他の関係職員は、付表Iにいう日本人首席職員と付表IIにいうペルー人事業長との間の協議により選定される。

(3) ペルー共和国政府は、(1)にいうペルー人技術者その他の関係職員が日本国における技術訓練により得た知識及び経験がセンターの運営のために効果的に使用されることを確保するため必要な措置をとる。

del Perú a las autoridades pertinentes del Gobierno de la República del Perú, siendo su precio C.I.F. por cuenta del Gobierno del Japón.

(3) El Gobierno de la República del Perú utilizará los artículos mencionados en el párrafo (1), exclusivamente para el funcionamiento del Centro bajo instrucciones del Asesor Jefe Japonés mencionado en Anexo I.

Artículo V

(1) El Gobierno del Japón, de acuerdo con las leyes y reglamentos vigentes en el Japón, tomará las medidas necesarias para recibir en el Japón, con motivo del entrenamiento técnico, a los profesionales y otros funcionarios relacionados peruanos que se dedican a las funciones estipuladas en el párrafo (1) del Artículo III, conforme a los procedimientos normales establecidos por el Gobierno del Japón.

(2) Los profesionales y otros funcionarios relacionados peruanos, mencionados en el párrafo (1), serán seleccionados, con sustitución entre el Asesor Jefe Japonés, mencionado en Anexo I, y el Director Peruano, mencionado en Anexo IV.

(3) El Gobierno de la República del Perú tomará las medidas necesarias para asegurar que los conocimientos y experiencias adquiridos durante el entrenamiento técnico en el Japón por los profesionales y otros funcionarios peruanos, mencionados en el párrafo (1), sean utilizados con eficiencia para el funcionamiento del Centro.

日本人専門家の派遣、通信、特権、免除等

第三条

(1) 日本国政府は、日本国の現行法令に従い、第二条(1)に定める義務のため次の協力を行う。

(a) 付表Ⅰに掲げる日本人専門家の役務を自己の負担において提供するため必要な措置をとること

(b) 必要な場合、若干名の短期専門家を追加派遣すること

(2) (1)にいう日本人専門家及びその家族は、ペルー共和国において付表Ⅱに掲げる特権、免除及び便宜を与えられ、かつ、ペルー共和国において同様の任務を遂行している第三国又は国際機関の専門家に与えられるものよりも不利でない待遇、免除及び便宜を与えられる。

日本国政府の供与する物品等

第四条

(1) 日本国政府は、日本国の現行法令に従い、第二条(1)に定める義務に必要な物品であつて付表Ⅲに掲げるものを自己の負担において供与するため必要な措置をとる。

(2) (1)にいう物品は、ペルーの港湾又は空港において c.i.f 建てでペルー共和国政府の使用当時に引き渡された時にペルー共和国政府の財産となる。

(3) ペルー共和国政府は、(1)にいう物品を付表Ⅰにいう日本人専門家の指導の下にセンターの運営のために使用する。

Artículo III

(1) El Gobierno del Japón, de acuerdo con las leyes y reglamentos vigentes en el Japón, prestará la siguiente cooperación para las funciones estipuladas en el párrafo (1) del Artículo II:

(a) Tomará las medidas necesarias para ofrecer, por su cuenta, los servicios de los expertos japoneses enumerados en Anexo I;

(b) Enviará algunos expertos adicionales por corto período, cuando sea necesario.

(2) A los expertos japoneses mencionados en el párrafo (1), y sus familiares les serán otorgados los privilegios, exención y facilidades en la República del Perú, enumerados en Anexo II y que no sean inferiores a aquellos otorgados a los expertos de terceros países o de organizaciones internacionales que se encuentren en la República del Perú para cumplir funciones similares.

Artículo IV

(1) El Gobierno del Japón, de acuerdo con las leyes y reglamentos vigentes en el Japón, tomará las medidas necesarias para los suministros, por su cuenta, los artículos enumerados en Anexo III, los que son necesarios para las funciones estipuladas en el párrafo (1) del Artículo II.

(2) Los artículos mencionados en el párrafo (1) pasarán a ser propiedad del Gobierno de la República del Perú en el momento de su entrega en los puertos o aeropuertos

ペルー水産加工センターのための技術協力に関する日本国政府とペルー共和国政府との間の協定

日本国政府及びペルー共和国政府は、両国間の経済及び技術協力を推進し、これにより両国間に存在する友好関係を一層強化することを希望して、次のとおり協定した。

第一条

（ペルー水産加工センターの設置及び運営）

両政府は、水産物の利用分野における技術の開発を行うことを目的とするペルー水産加工センター（以下「センター」という。）をペルー共和国カヤオ市に相互に協力して設置し、運営する。

第二条

（センターの業務）

センターは、次の業務を行う。

(1) 水産物の食用新製品の開発及び水産物の冷凍製品、冷蔵製品、練り製品、かん詰製品、塩干製品その他の水産物加工技術の改善のための研究

(2) 水産物加工技術者の訓練

(3) 水産物の流通に係る調査及び研究

ACUERDO ENTRE EL GOBIERNO DEL JAPON Y EL GOBIERNO DE LA REPUBLICA DEL PERU SOBRE COOPERACION TECNICA PARA EL CENTRO DE TRANSFORMACION PESQUERA DEL PERU

El Gobierno del Japón y el Gobierno de la República del Perú, deseando promover la cooperación económica y técnica, y fortalecer aun más las relaciones amistosas existentes entre los dos países, han acordado lo siguiente:

Artículo 1

Los dos Gobiernos cooperarán activamente para la creación y funcionamiento del Centro de Transformación Pesquera del Perú (en adelante se le denominará "el Centro"), a ubicarse, en la Provincia Constitucional del Callao de la República del Perú, el mismo que tendrá por finalidad fomentar el desarrollo técnico en el campo de la utilización de productos pesqueros.

Artículo 2

El Centro tendrá las siguientes funciones:

(1) Estudios destinados al desarrollo de nuevos productos pesqueros para el consumo humano y al mejoramiento de la técnica de transformación pesquera de los productos congelados, refrigerados, en pastas, enlatados, secos-salados y otros;

(2) Entrenamiento de profesionales en la transformación pesquera;

(3) Investigaciones y estudios de comercialización de los productos pesqueros.

第八条　日本人専門家に対する通貨についてのペルー政府の責任……五
第九条　センターの設備及び運営責任者……五
第十条　協議……六
第十一条　効力発生、有効期間及び終了……六
本　文……六
付表Ⅰ　日本人専門家の表……八
付表Ⅱ　特権、免除及び便宜……八
付表Ⅲ　日本国政府が供与する物品の表……九
付表Ⅳ　ペルー人職員の表……一〇
付表Ⅴ　土地、建物及び附帯する施設の表……一〇

◎ペルー水産加工センターのための技術協力に関する日本国政府とペルー共和国政府との間の協定

（略称）ペルー水産加工センターのための技術協力協定

昭和五十一年六月七日　東京で署名
昭和五十一年十月十三日　効力発生
昭和五十一年六月二十二日　告示
（外務省告示第一三二号）
昭和五十一年十二月十七日　告示
（外務省告示第一七九号）

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第一条　ペルー水産加工センターの設置及び運営……一
第二条　センターの業務……一
第三条　日本人専門家の派遣、特権、免除等……二
第四条　日本国政府の供与する物品等……二
第五条　ペルー人技術者その他の職員の受入れ……三
第六条　ペルー政府の負担で供与される職員、土地、建物、物品等……四
第七条　ペルー政府の負担する経費等……四

条約集（分冊）

（25611）

外務省条約局

昭和五十一年六月現在

ペルー水産加工センターのための技術協力に関する日本国政府とペルー共和国政府との間の協定

略称―ペルー水産加工センターのための技術協力協定

昭和五十一年（一九七六年）六月一七日に東京で署名
効力発生　年（同　年）十月十二日に効力発生

（出所―署名本書）

THE RECORD OF DISCUSSIONS BETWEEN THE JAPANESE EVALUATION TEAM AND THE AUTHORITIES CONCERNED OF THE GOVERNMENT OF THE REPUBLIC OF PERU ON THE JAPANESE TECHNICAL COOPERATION FOR "EL INSTITUTO TECNOLOGICO PESQUERO DEL PERU" PROJECT

The Japanese Evaluation Team organized by the Japan International Cooperation Agency (hereinafter referred to as JICA) and headed by Dr. Takeshige Yamakawa, visited the Republic of Peru from June 1 to 18, 1980, and exchanged views and had a series of discussions with "La Oficina de Cooperación Técnica y Económica del Ministerio de Pesquería", represented by its Director General, Ing. Otto Rosasco Gerkes and with "El Instituto Tecnológico Pesquero del Perú", represented by its Executive Director (acting), Ing. José Sánchez Torres, with the participation of the President of its Directive Council, Contralmirante AP(r) Felipe Sologuren Larrabure, for the purpose of evaluating the achievement of the project on the technical cooperation for "El Instituto Tecnológico Pesquero del Perú" Project (hereinafter referred to as "The Project").

As a result of the discussions, both parties agreed to make the following recommendations to their respective Government, taking into account that the Agreement was signed at Tokyo, in June, 1976, between the Governments of Peru and Japan on the technical cooperation for "El Centro de Transformación Pesquera del Perú", having been at that time a project assigned to "La Oficina de Cooperación Técnica y Económica del Ministerio de Pesquería"; and that in accordance with the legislative measures in force in Peru "El Centro de Transformación" forms one of the operative departments of "El Instituto Tecnológico Pesquero del Perú" and thereby, this Institute should be considered as an executive unit of the said Agreement which will be expired on October 12, 1980.

1. Japanese Technical Cooperation in further needed in order to attain the technical targets set in the Project, thus accomplishing the purpose of the Project, though it has already made significant achievement in the fields of processing, preserving and the basic research for the chemical and microbiological analysis of the fisheries products.

2. In view of the above understanding, the period of technical cooperation for the Project will be extended until October 12, 1982, on the basis of the document attached hereto, taking account of the provisions of the Basic Agreement on Technical Cooperation signed at Lima, August 20, 1979, between the Government of Japan and the Government of the Republic of Peru (hereinafter referred to as "The Agreement").

Lima, June 16, 1980.

Dr. Tokeshige Yamakawa
Leader
Japanese Evaluation Team
Japan International Cooperation Agency

Ing. Otto Rarasco Gerkes
Director General
Oficina de Cooperación Técnica y Económica
Ministerio de Pesquería del Perú

Contralmirante AP(r)
Felipe Sologuren Larrabure
Presidente del Consejo Directivo
Instituto Tecnológico Pesquero del Perú

Ing. José Sánchez Torres
Director Ejecutivo(ai)
Instituto Tecnológico Pesquero del Perú

THE ATTACHED DOCUMENT

I. COOPERATION BETWEEN BOTH GOVERNMENTS

1. The Government of Japan and the Government of the Republic of Peru will cooperate with each other in implementing the Project for the purpose of effective utilization of the resources for fisheries products by developing and improving the processing and preserving technology, thereby contributing to the promotion of overall fisheries.

2. The Project will be implemented in accordance with the Master Plan which is given in Annex I.

II DISPATCH OF JAPANESE EXPERTS

1. In accordance with the laws and regulations in force in Japan, and the paragraph (b) of the Article II in the Agreement, the Government of Japan will take necessary measures through JICA to provide at its own expense services of the Japanese experts as listed in Annex II through the normal procedures under the Technical Cooperation Scheme of Japan.

2. The Japanese experts referred to in 1 above and their families will be granted in the Republic of Peru the privileges, exemptions and benefits as prescribed in the Article V, VI and IX in the Agreement.

III. Provisión de Maquinaria y Equipos

1. De acuerdo con las leyes y disposiciones vigentes en el Japón y de conformidad con el párrafo (c) del artículo II del "Acuerdo", el Gobierno del Japón tomará las medidas necesarias a través de JICA para proporcionar a sus expensas maquinaria, equipo y otros materiales necesarios para la implementación del "IIP" como consta en el anexo IV, mediante los procedimientos normales bajo el Programa de Cooperación Técnica del Japón.

2. De acuerdo con el párrafo 1 del artículo IX del "Acuerdo", los bienes a que se refiere el párrafo anterior pasarán a ser propiedad del Gobierno de la República del Perú en el momento de su entrega C.I.F. a las autoridades peruanas pertinentes en los puertos y/o aeropuertos de desembarque, y serán utilizados exclusivamente para la implementación del "IIP" en consulta con los expertos japoneses referidos en el anexo II.

IV. Capacitación del Personal Peruano en el Japón.

1. De acuerdo con las leyes y disposiciones vigentes en Japón y de conformidad con el párrafo (e) del artículo II del "Acuerdo", el Gobierno del Japón tomará las medidas necesarias a través de JICA para recibir a sus expensas al personal peruano vinculado con "IIP", para su capacitación técnica en el Japón mediante los procedimientos normales bajo el Programa de Cooperación Técnica del Japón.

2. El Gobierno de la República del Perú tomará las medidas necesarias para asegurar que el conocimiento y la experiencia adquiridos por el personal peruano en la capacitación técnica en el Japón sean utilizados efectivamente para la implementación del "IIP".

2. The Government of the Republic of Peru will take necessary measures to ensure that the knowledge and experience acquired by the Peruvian personnel from technical training in Japan will be utilized effectively for the implementation of the Project.

V. MEASURES TO BE TAKEN BY THE GOVERNMENT OF THE REPUBLIC OF PERU

1. In accordance with the laws and regulations in force in the Republic of Peru, and the Article V in the Agreement, the Government of the Republic of Peru will take necessary measures to provide at its own expense:

   (1) Services of the Peruvian counterpart personnel and administrative personnel as listed in Annex IV;

   (2) Land, buildings and facilities as listed in Annex V;

   (3) Supply or replacement of machinery, equipment, instrument, vehicles, tools, spare parts and any other materials necessary for the implementation of the Project other than those provided through JICA under III-1 above;

   (4) Transportation facilites and travel allowance for the Japanese experts for the official travel within the Republic of Peru;

   (5) Suitably furnished accommodations for the Japanese experts and their families.

2. In accordance with the laws and regulations in force in the Republic of Peru, and the Article IX in the Agreement, the Government of the Republic of Peru will take necessary measures to meet:

(1) Expenses necessary for the transportation within the Republic of Peru of the articles referred to in III-1 above as well as for the installation, operation and maintenance thereof;

(2) Customs duties, internal taxes and any other charges, imposed in the Republic of Peru on the articles referred to in III-1 above;

(3) All running expenses necessary for the implementation of the Project.

VI. ADMINSTRATION OF THE PROJECT

1. The Director General of "La Oficina de Cooperación Técnica y Económica del Ministerio de Pesquería del Perú" will take the responsibility for the activities of technical cooperation prescribed this Document.

2. The executive Director will be responsible for the administrative and managerial matters of the Project.

3. The Japanese Chief Advisor will provide advice to the Directive Council and the Executive Director of "El Instituto Tecnológico Pesquero del Perú" on the technical matters necessary for its operation.

In case it is esteemed convenient, the Minister for Fisheries of Peru will ask the Japanese Chief Advisor of his advice on the technical matters related to the research and technological development of the sector of fisheries.

4. For the purpose of determining between both parties the basic policies of the cooperation activities, the Joint-Committee will be established with the

President of the Directive Council of "El Instituto Tecnológico Pesquero del Perú" as a chairman. This Committee will meet regularly every three months, and will be held additionally when necessity arises.

5. The composition of the Committee is specified in Annex VI.

VII. CLAIMS AGAINST JAPANESE EXPERTS

In accordance with the Article VII in the Agreement, the Government of the Republic of Peru undertakes to bear claims, if any arises, against the Japanese experts engaged in the Project resulting from, occuring in the course of, or otherwise connected with the discharge of their official functions in the Republic of Peru except for those arising from the willful misconduct or gross negligence of the Japanese experts.

VIII. MUTUAL CONSULTATION

There will be mutual consultations between the two Governmenthon any major issues arising from, or in connection with this Attached Document.

IX. TERM OF COOPERATION

The duration of the technical cooperation for the Project under this Attached Document will be two (2) years from October 13, 1980.

ANNEX I - MASTER PLAN

The Project consists of the following functions:

1. Technological research and study on the processing of fishes.
2. Training in the fields of fish processing.
3. Technical assistance.

The Government of Japan will provide the technical cooperation for the accomplishment of the functions mentioned in 1. above, such as; basic, chemical and microbiological research, research and study for adequate technology and preservation of fish in the fields of frozen products, fish paste and sausage products, canned products, salted and dried products and others, as well as the development of new fisheries products.

The Government of Peru through "El Centro de Transformación", an operative department of "El Instituto Tecnológico Pesquero del Perú", will continue to carry on the training in the field of fish processing, and will provide the technical assistance that may be required.

ANNEX II - JAPANESE EXPERTS

1. Chief Advisor.

2. Experts:

   (a) Fisheries processing.

   (b) Fisheries processing machinery.

   (c) Basic research and study for the chemical and microbiological analysis.

3. Coordinator.

Foot Note: Short-term experts may be dispatched, if necessity arises.

ANNEX III- LIST OF ARTICLES

1. Machinery, equipment and materials necessary for manufacturing such fisheries products as described below;

   (a) Frozen products.

   (b) Fish paste and sausage.

   (c) Canned products.

   (d) Other products (salted, salted and dried, smoked, etc.).

2. Machinery, equipment and materials necessary for chemical and microbiological research and study.

3. Other machinery, equipment, materials and spare parts.

ANNEX IV - LIST OF PERUVIAN STAFF

1. Executive Director.

2. Researchers and technical staff in the following fields;

   (a) Chemical and microbiological research.

   (b) Cured products.

   (c) Frozen products.

   (d) Fish paste and sausage.

   (e) Canned products.

   (f) Maintenance of refrigeration equipment.

3. Administrative personnel and other necessary personnel.

ANNEX V - LIST OF LAND, BUILDING AND FACILITIES

1. Land for "El Instituto Tecnológico Pesquero del Perú".

2. Buildings and facilities.

(1) Office of Executive Director.

(2) Office of Japanese Chief Advisor.

(3) Office of Peruvian personnel.

(4) Office of Japanese experts and coordinator.

(5) Laboratory of frozen products.

(6) Laboratory of fish paste products.

(7) Laboratory of canned products.

(8) Laboratory of salted and dried products.

(9) Freezing and cold storage.

(10) Inspection room.

(11) Microbiological laboratory.

(12) Chemical laboratory.

(13) Conference room.

(14) Specimen room.

(15) Library.

(16) Store house for machinery, equipment and materials.

(17) Repairing room.

(18) Electricity and boiler room.

(19) Garage and dining room.

(20) Other necessary land, buildings and facilities for implementation of the Project.

ANNEX VI - COMPOSITION OF THE JOINT-COMMITTEE

1. Chairman.

President Directive Council.

2. Members

(1) Peruvian side:

(a) Director General of "Oficina de Cooperación Técnica y Económica del Ministerio de Pesquería del Perú";

(b) Executive Director of "El Instituto Tecnológico Pesquero del Perú";

(c) Director of "El Centro de Transformación";

(d) Director of "Asistencia Técnica";

(e) The other personnel concerned.

(2) Japanese side:

(a) Chief Advisor.

(b) Representative of JICA.

(c) Coordinator.

(d) The other experts concerned.

Foot Note: Staff of the Embassy of Japan will be able to attend the Joint-Committee meeting as observer.

TENTATIVE PROGRAM FOR THE IMPLEMENTATION OF EL INSTITUTO TECNOLOGICO PESQUERO DEL PERU PROJECT WITH TECHNICAL COOPERATION BY THE GOVERNMENT OF JAPAN

The Japanese Evaluation Team and the Peruvian authorities concerned have jointly formulated the Tentative Program of Implementation for the Project with Technical Cooperation for the Instituto Tecnológico-Pesquero del Perú.

The Program has been formulated in connection with I-2 of the document attached to the Record of Discussions subscribed between the Japanese Evaluation Team and the peruvian authorities, on the conditions and the necessary budget for the Project's implementation which will be allocated by both sides, being these conditions subjected to change within the framework of the Record of Discussions when necessity arises, during the course of the Project's implementation.

Lima, June 11, 1980

DR. TAKESHIGE YAMAKAWA
Leader
Japanese Evaluation Team
Japan International Cooperation Agency

ING. JOSE SANCHEZ TORRES
Executive Director
Instituto Tecnológico Pesquero del Perú.

ANNEX I

TENTATIVE PROGRAM FOR THE IMPLEMENTATION

	1975	1976	1977	1978	1979	1980	1981	1982	REM.
IMPLEMENTATION STAGE	Construction Stage	Nov.	1st. Step		Jan	2nd. Step	Mar.	3rd. Step	
BUILDING CONSTRUCTION									
1.- Administration Building				Jan.					
2.- Pilot Plant		Jan.		Jan.					
INSTALLATION									
1.- Electricity & Gas									
2.- Cold Storage									
3.- Water Supply									
DISPATCH OF JAPANESE EXPERTS	Nov.				Chief Adviser			Oct.	-Expert food wi[illegible] the ch[illegible] fish pa[illegible] ducts. -Expert biologi[illegible] tigatio[illegible] tale ch[illegible] frozen
	Nov.				Salted and dried products and the others Oct				
	Nov.				Frozen food Nov.				
		Jun. Fish paste products				Oct.	Oct.	Oct.	
		Jun. Canned Food					Oct.		
		Jun. Chemical Investigation						Oct.	
		Jun. Microbiological Investigation						Oct.	
		Jun. Refrigeration Machinery					Oct.		
		Dec. Coordinator						Oct.	
EQUIPMENT & MACHINERY									
1.- Japanese Side									
- Refrigeration									
- Processing Machinery									
- Chemical experiment apparatus & reagent chemicals									
- Others									
2.- Peruvian Side									
Equipment & Machinery									
STAFFING OF PERUVIAN SIDE									
Executive Director									
Transformation Center Direction									
Adjunct Direction to the Transformation Center									
-Raw Material Supply, Handling and Preservation Division									
-Frozen Food Division									
-Fish Paste Products Division									
-Curing and fermented Fish Products Division									
-Canned Food Division									
-Quality Control and Microbiological Division									
-Chemical and Biochemical Division									

	1975	1976	1977	1978	1979	1980	1981	1982	REMARKS
TRAINING OF PERUVIAN COUNTERPARTS IN JAPAN	Sep.	Mar.			Jan.	Oct.			
		Aug.	Feb.						
		Sep.	Mar.						
			Nov.	May					
				Nov.	Sep.				
					Dec.	Jan.			

Foot Note: (1) This Program is subject to conditions that necessary budget will be acquired for the implementation of the Project.

(2) The contents of technical cooperation is subject to change within the scope of the provisions given in the " Record of Discussions ".

Japanese Fiscal Year / Month / Item	1980				1981				1982	
	July	Oct.	Jan.	Apr.	July	Oct	Jan.	Apr.	July	Oct.
CURED PRODUCTS	Improvement of traditional products (Processing technology of sardine and other important fishes) 1) Handling of raw materials 2) Processing technology 3) Preservation				Advanced experiment in the pilot plant 1) Marketing research 2) Processing manual					
	Development of new products 1) Salted products 2) Salted - dried products 3) Smoked products 4) Seasoned - dried products 5) Fermented products 6) Others									
FROZEN PRODUCTS	Improvement of processing technology (Freezing technology of merluza, sardine, etc.) 1) Texture and appearance 2) Standardization of frozen fishes 3) Test of deterioration rate 4) Thawing method				Development of prepared frozen foods 1) Handling of raw materials 2) Processing technology 3) Packaging 4) Preservation 5) Hygienic control 6) Cooking method				Advanced experiment in the pilot plant 1) Marketing research 2) Processing manual	

JAPANESE FISCAL YEAR	1980				1981				1982	
Item \ MONTH	July	Oct.	Jan.	Apr.	July	Oct.	Jan.	Apr.	July	Oct.
FISH PASTE PRODUCTS AND SAUSAGE	Characteristics of raw materials (Capability of sardine and other important fishes) 1) Jelly forming ability 2) Frozen surimi 3) Storage condition		Development of new products 1) Processing technology 2) Ingredients 3) Preservatives 4) Packaging 5) Preference test		Advanced experiment in the pilot plant. 1) Marketing research 2) Processing manual					
CANNED PRODUCTS	Characteristics of raw materials (Capability of sardine and other important fishes) 1) Handling of raw materials 2) Seasonal change in meat composition, and relation to processing Processing technology 1) Preparation 2) Seaming 3) Sterilization 4) Cooling 5) Ingredients		Advanced experiment in the pilot plant 1) Extention of processing techniques 2) Processing manual							

JAPANESE FISCAL YEAR / MONTH / ITEM	1980				1981				1982	
	July	Oct.	Jan.	Apr.	July	Oct.	Jan.	Apr.	July	Oct.
CHEMICAL RESEARCHES AND STUDIES	1 Analytical techniques 1) Proteins 2) Lipids 3) Enzymes 4) Others 2 Joint researches and studies with other fields (Analyses of quality, component, etc.) 3 Chemical properties of fishes 1) Seasonal changes in meat composition 2) Freshness 3) Others									
MICROBIOLOGICAL RESEARCHES AND STUDIES	1 Inspection techniques 1) Bacteria 2) Mold 3) Yeast 2 Joint researches and studies with other field (Microbiological inspection of fisheries foods 1) Hygienic control 2) Harmful bacteria 3) Packaging and preservation of fisheries food									
REFRIGERATION MACHINERY, BOILER, MANUFACTURING MACHINERY, AND OTHERS	1 Principle 2 Operation techniques 3 Maintenance and repairing 4 Safty control									

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