

**「鉄道分野における技術面での協力に関する
日本国国土交通省とインド共和国鉄道省との間の協力覚書」 骨子
(平成 27 年 12 月 12 日交換)**

1. 背景

本年 9 月、日本を訪問したインド・プラブー鉄道大臣から太田国土交通大臣（当時）に対し、インドの鉄道近代化・高度化について協力を要請。

2. 覚書骨子

【協力分野】

- 鉄道安全
- 車両
- 駅開発、駅周辺開発
- 車両内の衛生技術
- 信号・通信
- 電化システム
- 土木構造物及び軌道
- 列車制御システム
- 災害対策 等

【協力の方法】

- 情報やベストプラクティスの共有
- シンポジウム開催等による職員や技術専門家の相互交流
- 共同研究・調査 等

【署名者】

日本側： 国土交通審議官 森重 俊也

インド側： 鉄道省鉄道委員会委員長 A. K. ミタル

（具体的な協力分野、進め方については、覚書署名後にインド側と運営委員会を開催し協議。）

[参考]インド国鉄概要（2012年）

- 営業キロ：65,436 km
- 年間旅客輸送量：84億2100万人
- 年間貨物輸送量：10億809万トン
- 開業1853年

**MEMORANDUM OF COOPERATION
BETWEEN
THE MINISTRY OF LAND, INFRASTRUCTURE, TRANSPORT AND TOURISM OF
JAPAN
AND
THE MINISTRY OF RAILWAYS OF THE REPUBLIC OF INDIA
ON
TECHNOLOGICAL COOPERATION IN RAIL SECTOR**

The Ministry of Land, Infrastructure, Transport and Tourism of Japan and the Ministry of Railways of the Republic of India (hereinafter referred to individually as the “Side” and collectively as the “Sides”),

Acknowledging mutual interest of both Sides in the renewal and acceleration of joint efforts to promote multidisciplinary technological cooperation in the railway sector;

Bearing in mind the friendly relations existing between the two countries;

Desiring to strengthen and promote all-round technological cooperation between Sides; and

Recognizing the benefit to be derived from such enhanced cooperation,

Have reached the following recognition:

Item 1: Purpose

Both Sides will seek comprehensive technological cooperation in the railway sector on mutually beneficial terms.

This Memorandum of Cooperation (hereinafter referred to as “MoC”) is for the purpose to establish the main areas of technological cooperation and will create no legal rights or obligations between both Sides.

Item 2: Nature of Cooperation

The cooperation under this MoC may take the following forms:

- (a) sharing of information and best practices;
- (b) exchanges of officials and technical experts through meetings, video conferences and symposiums;
- (c) facilitating the participation of other institutions, organizations and ministries, subject to their respective national laws and regulations where appropriate and possible;
- (d) conducting research and study jointly; and

(e) any other activities jointly determined by both Sides within the scope of this MoC.

Item 3: Areas of Cooperation

The cooperation under this MoC will include technology exchange programme in the following areas:

- (a) Railway safety;
- (b) Rolling stock including train sets/EMU;
- (c) Information sharing for station development and land value capture;
- (d) Information sharing for environment friendly sanitation technology in trains
- (e) Signaling and telecommunication;
- (f) Railway electrification;
- (g) Civil structure and railway track system;
- (h) Train control system;
- (i) Mitigation of natural disasters; and
- (j) Any other areas jointly determined by both Sides within the scope of this MoC.

Item 4: Representation

To coordinate their activities related to the implementation of this MoC, both Sides will set up a Steering Committee.

The Steering Committee will be composed of two senior representatives of each Side, whose identities will be notified additionally by both Sides in writing after this MoC commences.

Both Sides intend to have the Steering Committee meet alternately in Japan and in India as far as needed on a time scale to be decided upon by mutual consent of both Sides.

The representatives from either Side may be assisted on a case by case basis by one or several senior managers of each Side if specific expertise is required on the agenda of a Steering Committee meeting.

Both Sides intend to hold the first Steering Committee meeting within two months of the date after the notification of the members of the Steering Committee by both Sides. Both Sides intend to have the Steering Committee adopt specific cooperation programme(s) and regulations of its activities at its first meeting.

In this regard, activities of the Steering Committee may include the following:

- assessment, suggestion and fixation of specific projects for cooperation under this MoC;
- elaboration and implementation of a “road map” (Action Plan) for cooperation;

- exchange of information, provision of clarifications and approval of any matters related to implementation of such actions, and assignment of persons responsible for carrying them out; and
- settlement of differences in case of dispute by consultation.

In addition to the Steering Committee, both Sides will set up Joint Working Groups (JWGs) to facilitate the implementation of cooperation programme(s) adopted as above, consisting of two or three representatives from each side who are actually dealing in the field of the cooperation area, whose identities will be exchanged between both Sides within two weeks from the first meeting of the Steering Committee. Both Sides intend to have these JWGs report to the Steering Committee.

Item 5: Cooperation Programme

The main directions of cooperation programmes between both Sides will be study, development and implementation of rail-related programmes in which both Sides may have mutual interest, performance of consultation and other services, including training services, technical advice and visits of either Side's installations or equipment, etc.

The cooperation programme will also include a number of activities such as exchange of information on their policies, laws and regulations, exchange of programmes for experts and trainees, and jointly organizing symposiums, seminars and conferences on themes of common interest. The details of the cooperation programme, such as its scope, contents, time frame and so on, will be decided in due consideration of priority as well as resource availability of both Sides.

The implementation of the cooperation programme will be coordinated by the Steering Committee through the JWGs.

Item 6: Confidentiality

Both Sides will ensure due protection under their respective national laws and regulations of any confidential information, obtained in view of implementation of this MoC. Both Sides will not use such confidential information for purposes unrelated to this MoC.

Confidential information disclosed by either Side to the other Side will be explicitly marked as confidential.

Both Sides will not disclose originals or copies of confidential documents or other confidential information obtained from each other to any third parties without prior written consent of the owner of such confidential information.

Item 7: Intellectual Property

Know-how and information belonging to third parties do not come within the purview of this MoC.

License of intellectual property is not within the scope of this MoC.

Each Side will ensure appropriate protection of any new intellectual property right generated from cooperation pursuant to this MoC, consistent with their respective national laws and regulations and international agreements to which Japan and India are committed.

Item 8: Compliance with national Laws

Both Sides represent and warrant to each other that they will comply with all applicable national laws, regulations, directives and any other statutory provisions in connection with intended cooperation described in this MoC.

Item 9: Language

All meetings between both Sides will be carried out in the English language. Any documents exchanged between both Sides will be in the English language.

Item 10: Settlement of Disputes

Any dispute arising out of interpretation or implementation of any of the contents of this MoC will be resolved amicably through consultation or negotiation between both Sides.

Item 11: Commencement, Duration and Termination

This MoC will commence on the date of its signature by the Sides and will continue for a period of three (3) years from the date of its signature. Thereafter, it will be automatically renewed for further period of two (2) years.

Either Side may terminate the then-current MoC by giving the other Side a written notice of its intention to terminate it at least three (3) months in advance.

The termination of this MoC will not affect the implementation of any ongoing programme and/or activity implemented within the framework of this MoC.

This MoC may be modified or extended by mutual written consent of the Sides.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, by their respective Side, have signed this MoC.

Signed at New Delhi on 11th December 2015 in two originals, in the English language.

(Toshiya Morishige)

(A. K. Mital)

Vice-Minister for International Affairs,
Ministry of Land, Infrastructure,
Transport and Tourism of Japan

Chairman Railway Board,
Ministry of Railways of the Republic of
India