

◎地下水開発計画のための贈与に関する日本国政府とマラウイ共和国政府との間の交換公文

(略称) マラウイとの地下水開発計画のための贈与取極

平成	元年	七月	四日	ナイロビで
平成	元年	七月	四日	効力発生
平成	元年	八月二十四日		告示

(外務省告示第四四二号)

概要

- 1 援助の目的及び内容 地下水開発計画を実施するために必要な井戸及び附属施設の建設に必要な生産物及び役務の供与
- (a) 前記(a)の生産物の輸送に必要な役務の供与
- (b) 前記(a)の生産物の輸送に必要な役務の供与
- 2 贈与の限度額 一億五千万円
- 3 贈与の使用期限 平成二年三月三十一日まで
- 4 署名者
- 日 本 側 加来至誠在マラウイ臨時代理大使
- マラウイ側 C・M・ムコナ在ケニア マラウイ高等弁務官

(Japanese Note)

Nairobi, July 4, 1989

Excellency,

I have the honour to refer to the Exchange of Notes dated November 18, 1988 between the Government of Japan and the Government of the Republic of Malawi concerning Japanese economic cooperation for the execution of the Ground Water Development Project (hereinafter referred to as "the Project").

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

1. For the purpose of contributing to the execution of the Project by the Government of the Republic of Malawi, the Government of Japan will extend to the Government of the Republic of Malawi, in accordance with the relevant laws and regulations of Japan, a grant up to one hundred fifty-one million yen (¥151,000,000) (hereinafter referred to as "the Grant").

2. The Grant will be made available during the period between the date of coming into force of the present arrangements and March 31, 1990, unless the period is extended by mutual agreement between the authorities concerned of the two Governments.

3. (1) The Grant will be used by the Government of the Republic of Malawi proper-

ly and exclusively for the purchase of the products of Japan or Malawi and the services of Japanese or Malawian nationals listed below: (The term nationals whenever used in the present arrangements means Japanese physical persons or Japanese juridical persons controlled by Japanese physical persons in the case of Japanese nationals, and Malawian physical or juridical persons in the case of Malawian nationals.)

(a) materials and services necessary for the construction of boreholes and supplementary facilities (hereinafter jointly referred to as "the Facilities"); and

(b) services necessary for the transportation of the products referred to in (a) above to the Republic of Malawi, and those for internal transportation therein.

(2) Notwithstanding the provisions of subparagraph (1) above, when the two Governments deem it necessary, the Grant may be used for the purchase of the products of the kind mentioned in (a) of subparagraph (1) above, which are products of countries other than Japan or Malawi and the services of the kind mentioned in (a) and (b) of subparagraph (1) above, which are services of nationals of countries other than Japan or Malawi.

4. The Government of the Republic of Malawi or its designated authority will enter into contracts in Japanese yen with Japanese nationals for the purchase of the products and services referred to in paragraph 3. Such contracts shall be verified by the Government of Japan to be eligible for the Grant.

5. (1) The Government of Japan will execute the Grant by making payments in Japanese yen

to cover the obligations incurred by the Government of the Republic of Malawi or its designated authority under the contracts verified in accordance with the provisions of paragraph 4 (hereinafter referred to as "the Verified Contracts") to an account to be opened in the name of the Government of the Republic of Malawi in an authorized foreign exchange bank of Japan designated by the Government of the Republic of Malawi or its designated authority (hereinafter referred to as "the Bank").

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

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

6. (1) The Government of the Republic of Malawi will take necessary measures:

- (a) to secure a lot of land necessary for the construction of the Facilities and to clear the site;
- (b) to provide facilities for distribution of electricity, water supply and drainage and other incidental facilities outside the site;
- (c) to ensure prompt customs clearance and

internal transportation in the Republic of Malawi of the products purchased under the Grant;

(d) to exempt Japanese nationals from customs duties, internal taxes and other fiscal levies which may be imposed in the Republic of Malawi with respect to the supply of the products and services under the Verified Contracts;

(e) to accord Japanese nationals whose services may be required in connection with the supply of the products and services under the Verified Contracts such facilities as may be necessary for their entry into the Republic of Malawi and stay therein for the performance of their work;

(f) to ensure that the Facilities constructed and the products purchased under the Grant be maintained and used properly and effectively for the execution of the Project; and

(g) to bear all the expenses, other than those covered by the Grant, necessary for the execution of the Project.

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

(3) The products purchased under the Grant shall not be re-exported from the Republic of Malawi.

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

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

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

(Signed) Shisei Kaku  
Chargé d'Affaires of Japan  
to the Republic of Malawi

His Excellency  
Mr. Callisto Matekenya Mkona  
High Commissioner of the Republic  
of Malawi to the Republic of Kenya

(Malawian Note)

Nairobi, July 4, 1989

Sir,

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

"(Japanese Note)"

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

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

(Signed) Callisto Matekenya Mkona  
High Commissioner  
of the Republic of Malawi  
to the Republic of Kenya

Mr. Shisei Kaku  
Chargé d'Affaires of Japan  
to the Republic of Malawi