

◎首都圏道路改修計画のための贈与に関する日本国政府とモザンビーク人民共和国政府との間の交換公文

(略称) モザンビークとの首都圏道路改修計画のための贈与取極

平成	元年	四月二十一日	ハラールで
平成	元年	四月二十一日	効力発生
平成	元年	六月九日	告示

(外務省告示第二六〇号)

概要

- 1 援助の目的及び内容 首都圏道路改修計画を実施するために必要な
(a) 車両及び道路建設用機材の供与
(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 五億八千万円
- 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 池部健在モザンビーク大使
モザンビーク側 カルロス・ドス・サントス在ジンバブエ モザンビーク臨時代理大使

(Japanese Note)

Harare, April 21, 1989

Sir,

I have the honour to refer to the recent discussions held between the representatives of the Government of Japan and of the Government of the People's Republic of Mozambique concerning 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 Capital Area Roads Rehabilitation Project (hereinafter referred to as "the Project") by the Government of the People's Republic of Mozambique, the Government of Japan will extend to the Government of the People's Republic of Mozambique, in accordance with the relevant laws and regulations of Japan, a grant up to five hundred and eighty million yen (¥580,000,000) (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 People's Republic of Mozambique properly and exclusively for the purchase of the products of Japan or Mozambique and the services of Japanese or

Mozambican 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 Mozambican physical or juridical persons in the case of Mozambican nationals.)

(a) equipment, machinery and vehicles necessary for the execution of the Project; and

(b) services necessary for the transportation of the products referred to in (a) above to ports in the People's Republic of Mozambique.

(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 Mozambique and the services of the kind mentioned in (b) of subparagraph (1) above, which are services of nationals of countries other than Japan or Mozambique.

4. The Government of the People's Republic of Mozambique 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 People's Republic of Mozambique 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 People's Republic of Mozambique in an authorized foreign exchange bank of Japan designated by the Government of the People's Republic of Mozambique or its designated authority (hereinafter referred to as "the Bank").

(2) The payments referred to in subparagraph (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 People's Republic of Mozambique or its designated authority.

(3) The sole purpose of the account referred to in subparagraph (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 People's Republic of Mozambique or its designated authority.

6. (1) The Government of the People's Republic of Mozambique will take necessary measures:

(a) to ensure prompt unloading and customs clearance at ports of disembarkation in the People's Republic of Mozambique and internal transportation therein of the products purchased under the Grant;

(b) to exempt Japanese nationals from customs duties, internal taxes and other fiscal levies which may be imposed in the

People's Republic of Mozambique with respect to the supply of the products and services under the Verified Contracts;

(c) 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 People's Republic of Mozambique and stay therein for the performance of their work;

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

(e) 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 People's Republic of Mozambique 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 People's Republic of Mozambique.

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 Note in reply confirming on behalf of the Government of the People's Republic of Mozambique the foregoing arrangements shall be regarded as constituting

an agreement between the two Governments,
which will enter into force on the date of
your reply.

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

(Signed) Ken Ikebe
Ambassador Extraordinary
and Plenipotentiary of Japan
to the People's Republic of Mozambique

Mr. Carlos dos Santos
Chargé d'Affaires a.i.
of the People's Republic of Mozambique
to the Republic of Zimbabwe

(Mozambican Note)

Harare, April 21, 1989

Excellency,

I have the honour to acknowledge the
receipt of Your Excellency's 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 People's
Republic of Mozambique the foregoing
arrangements and to agree that Your
Excellency's 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 Your Excellency the assurance of my highest
consideration.

(Signed) Carlos dos Santos
Chargé d'Affaires a.i.
of the People's Republic of Mozambique
to the Republic of Zimbabwe

His Excellency
Mr. Ken Ikebe
Ambassador Extraordinary
and Plenipotentiary of Japan
to the People's Republic of Mozambique