

◎地方電気通信網整備計画のための贈与に関する日本国政府とイエメン・アラブ共和国政府との間の交換公文

(略称) イエメンとの地方電気通信網整備計画のための贈与取極

平成	元年	六月	十八日	サナで
平成	元年	六月	十八日	効力発生
平成	元年	八月	四日	告示

(外務省告示第三八九号)

概要

- 1 援助の目的及び内容 地方電気通信網整備計画を実施するために必要な  
(a) 地方電気通信基礎設備の建設に必要な生産物及び役務の供与  
(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 五億四千万円
- 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 石井祐一在イエメン・アラブ臨時代理大使  
イエメン側 副首相兼開発大臣兼中央企画庁長官に代わるムタッハル・アブダッラー・アルサイーディ開発省次官兼中央企画庁次官

(Japanese Note)

Sana'a, June 18, 1989

Excellency,

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 Yemen Arab Republic 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 Rural Telecommunication Network Expansion Project (hereinafter referred to as "the Project") by the Government of the Yemen Arab Republic, the Government of Japan will extend to the Government of the Yemen Arab Republic, in accordance with the relevant laws and regulations of Japan, a grant up to five hundred and forty million yen (¥540,000,000) (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 Yemen Arab Republic properly and exclusively for the purchase of the products of Japan or the Yemen Arab Republic and the services of Japanese nationals or nationals of the Yemen Arab Republic 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 physical or juridical persons of the Yemen Arab Republic in the case of nationals of the Yemen Arab Republic.)

(a) products and services necessary for the construction of basic rural telecommunication facilities (hereinafter referred to as "the Facilities"); and

(b) services necessary for the transportation of the products referred to in (a) above to ports in the Yemen Arab Republic, 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 the Yemen Arab Republic 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 the Yemen Arab Republic.

4. The Government of the Yemen Arab Republic 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 Yemen Arab Republic 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 Yemen Arab Republic in an authorized foreign exchange bank of Japan designated by the Government of the Yemen Arab Republic 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 Yemen Arab Republic 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 Yemen Arab Republic or its designated authority.

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

- (a) to secure lots of land necessary for the construction of the Facilities and to clear the sites;
- (b) to provide access roads, supporting structures and local network facilities;
- (c) to ensure prompt unloading and customs clearance at ports of disembarkation in the Yemen Arab Republic and internal transportation therein 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 Yemen Arab Republic 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 Yemen Arab Republic and stay therein for the performance of their work;

(f) to ensure that the Facilities constructed 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 Yemen Arab Republic 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 Yemen Arab Republic.

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 Yemen Arab Republic 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) Yuichi Ishii  
Chargé d'Affaires a.i.  
Embassy of Japan  
Yemen Arab Republic

His Excellency  
Mr. Mohamed Saeed Al-Attar  
Deputy Prime Minister  
Minister of Development  
Chairman of the Central Planning Organisation  
Yemen Arab Republic

(Note of the Yemen Arab Republic)

Sana'a, June 18, 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 Yemen Arab Republic 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.

For H.E. Dr. Mohamed Saeed Al-Attar  
Deputy Prime Minister  
Minister of Development  
Chairman of the  
Central Planning Organisation

(Signed) Motahar Abdulla Al-Saeedi  
Deputy Minister of Development  
Deputy Chairman of the  
Central Planning Organisation  
Yemen Arab Republic

イエメンとの地方電気通信網整備計画のための贈与取極

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Mr. Yuichi Ishii  
Chargé d'Affaires a.i.  
Embassy of Japan  
Yemen Arab Republic

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