

◎漁業訓練所近代化計画のための贈与に関する日本国政府とマレーシア政府との間の交換公文

(略称) マレーシアとの漁業訓練所近代化計画のための贈与取極

平成	二年	八月二十五日	クアラ・ランプールで
平成	二年	八月二十五日	効力発生
平成	二年	十月十一日	告示

(外務省告示第四五四号)

概要

- 1 援助の目的及び内容 漁業訓練所近代化計画を実施するために必要な  
(a) 管理訓練所、宿泊棟、漁網実習棟及び関連施設の建設に必要な生産物及び役務の供与  
(b) 車両並びに機材及びその据付けに必要な役務の供与  
(c) 前記(a)及び(b)の生産物の輸送に必要な役務の供与
- 2 贈与の限度額 九億四千四百万円
- 3 贈与の使用期限 平成三年三月三十一日まで
- 4 署名者  
日 本 側 中平立在マレーシア大使  
マレーシア側 アーマッド・カミール・ジャファア外務次官

(Japanese Note)

Kuala Lumpur, August 25, 1990

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 Malaysia 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 Project for Modernization of Fisheries Training Institute (hereinafter referred to as "the Project") by the Government of Malaysia, the Government of Japan will extend to the Government of Malaysia, in accordance with the relevant laws and regulations of Japan, a grant up to nine hundred and forty-four million yen (¥944,000,000) (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, 1991, 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 Malaysia properly and exclusively for the purchase of the products of Japan or Malaysia and the services of Japanese or Malaysian 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 Malaysian physical or juridical persons in the case of Malaysian nationals.)

(a) products and services necessary for the construction of an administration/training building, a dormitory, a net loft and other related facilities (hereinafter jointly referred to as "the Facilities");

(b) vehicles and equipment necessary for the execution of the Project, and services necessary for the installment of the equipment; and

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

(2) Notwithstanding the provisions of sub-paragraph (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) and (b) of sub-paragraph (1) above, which are products of countries other than Japan or Malaysia and the services of the kind mentioned in (a), (b) and (c) of sub-paragraph (1) above, which are services of nationals of countries other than Japan or Malaysia.

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

6. (1) The Government of Malaysia 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 unloading and customs

clearance at ports of disembarkation in Malaysia 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 Malaysia 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 Malaysia and stay therein for the performance of their work;

(f) to ensure that the Facilities constructed and 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 Malaysia 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 Malaysia.

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 Malaysia 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) Noboru Nakahira  
Ambassador Extraordinary  
and Plenipotentiary of Japan  
to Malaysia

His Excellency  
Datuk Ahmad Kamil Jaafar  
Secretary-General  
Ministry of Foreign Affairs  
of Malaysia

(Malaysian Note)

Kuala Lumpur, August 25, 1990

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 Malaysia 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) Datuk Ahmad Kamil Jaafar  
Secretary-General  
Ministry of Foreign Affairs  
of Malaysia

His Excellency  
Mr. Noboru Nakahira  
Ambassador Extraordinary  
and Plenipotentiary of Japan  
to Malaysia