◎モデル農村整備計画のための贈与に関する日本国政府とバングラデシュ人民共和国政府との間の交換公文

（略称）バングラデシュとのモデル農村整備計画のための贈与取極

平成　三年十二月二十六日　ダッカで
平成　三年十二月二十六日　効力発生
平成　四年　二月　七日　告示
（外務省告示第五九号）

概　要

1　援助の目的及び内容　モデル農村整備計画を実施するために必要な
(a)　道路及び灌漑（かんがい）施設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　七億二千三百万円
3　贈与の使用期限　平成四年三月三十一日まで
4　署名者
日　本　側　斎木俊男在バングラデシュ大使
バングラデシュ側　シャウカット・アリ大蔵省経済関係局次官補

(Japanese Note)

Dhaka, December 26, 1991

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 Bangladesh 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 Model Rural Development Project for Homna and Daudkandi Upazila (hereinafter referred to as "the Project") by the Government of the People's Republic of Bangladesh, the Government of Japan will extend to the Government of the People's Republic of Bangladesh, in accordance with the relevant laws and regulations of Japan, a grant up to seven hundred and twenty-three million yen (¥723,000,000) (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, 1992, 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 Bangladesh properly and exclusively for the purchase of the products of Japan or Bandladesh and the services of Japanese or Bangladesh 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 Bangladesh physical or juridical persons in the case of Bangladesh nationals.)

(a) products and services necessary for the construction of roads and irrigation facilities (hereinafter jointly referred to as "the Facilities"), and

(b) services necessary for the transportation of the products referred to in (a) above to ports in the People's Republic of Bangladesh, 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) of sub-paragraph (1) above, which are products of countries other than Japan or Bangladesh and the services of the kind mentioned in (a) and (b) of sub-paragraph (1) above, which are services of nationals of countries other than Japan or Bangladesh.

4. The Government of the People's Republic of Bangladesh 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 Bangladesh 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 Bangladesh in an authorized foreign exchange bank of Japan designated by the Government of the People's Republic of Bangladesh 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 People's Republic of Bangladesh 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 People's Republic of Bangladesh or its designated authority.

6. (1) The Government of the People's Republic of Bangladesh 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 the People's Republic of Bangladesh 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 People's Republic of Bangladesh 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 People's Republic of Bangladesh 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 People's Republic of Bangladesh 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 Bangladesh.

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 Bangladesh 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) Toshio Saiki
Ambassador of Japan to
the People's Republic of Bangladesh

Dr. A.M.M. Shawkat Ali
Additional Secretary
Economic Relations Division
Ministry of Finance of
the People's Republic of Bangladesh

(Bangladesh Note)

Dhaka, December 26, 1991

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 Bangladesh 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) A.M.M. Shawkat Ali
Additional Secretary
Economic Relations Division
Ministry of Finance of
the People's Republic of Bangladesh

His Excellency
Mr. Toshio Saiki
Ambassador of Japan to
the People's Republic of Bangladesh