

◎債務救済措置に関する日本国政府とガイアナ協同共和国政府との間の交換公文

(略称) ガイアナとの債務救済措置取極

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(債務救済措置に関する日本国政府とガイアナ協同共和国政府との間の交換公文)

(日本側書簡)

(訳文)

書簡をもって啓上いたします。本使は、千九百八十九年五月二十三日及び二十四日にパリで開催されたガイアナ協同共和国政府の代表者と関係債権諸国政府の代表者との間の協議において到達した結論に基づき日本国政府の代表者とガイアナ協同共和国政府の代表者との間で行われた最近の交渉に言及する光栄を有します。本使は、更に、当該交渉において到達した次の了解を確認する光栄を有します。

1 (1) この取極は、一方においてガイアナ協同共和国政府及び政府企業並びにガイアナの民間企業及び個人（以下「債務者」という）と他方において日本国の居住者である関係債権者（以下「債権者」という）との間で千九百八十八年十二月三十一日より前に契約され、かつ、日本国政府が保険を引き受けた次の商業上の債務（以下「繰延商業債務」という）の総額に適用される。

(2) 弁済期間が一年以内の商業上の債務で、千九百八十八

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(Japanese Note)

Caracas, January 25, 1991

Excellency,

I have the honour to refer to the recent negotiations between the representatives of the Government of Japan and of the Government of the Co-operative Republic of Guyana that were held on the basis of the conclusions reached during the consultations between the representatives of the Government of the Co-operative Republic of Guyana and of the Governments of the creditor countries concerned held in Paris on May 23 and 24, 1989. I have further the honour to confirm the following understanding reached in the course of the said negotiations:

1. (1) The present arrangements will apply to the total amount of the following commercial debts, contracted before December 31, 1988 between the Government and governmental corporations of the Co-operative Republic of Guyana and Guyanese private enterprises and persons (hereinafter referred to as "the Debtors") on the one hand and the creditors concerned resident in Japan (hereinafter referred to as "the Creditors") on the other and insured by the Government of Japan (hereinafter referred to as "the Rescheduled Commercial Debts"):

(a) The principal of and contractual interest on the commercial debts with a

年十二月三十一日以前に弁済期限が到来した未払のものの元本及び契約上の利子

(b) 当初の弁済期日から千九百八十八年十二月三十一日までの間（両期日を含む）に生じた(a)にいう債務の遅延利子

(c) 弁済期間が一年を超える商業上の債務で、千九百八十八年十二月三十一日以前に弁済期限が到来した未払のものの元本及び契約上の利子

(d) 当初の弁済期日から千九百八十八年十二月三十一日までの間（両期日を含む）に生じた(c)にいう債務の遅延利子

(2) (a) (1) (a)にいう債務の総額は、三万六千五百八十一合衆国ドル八十六セント（三六、五八一・八六合衆国ドル）と見積もられる。

(b) (1) (c)にいう債務の総額は、七十九万二千七百七十六合衆国ドル（七九二、七七六・〇〇合衆国ドル）と見積もられる。

(c) (1) (b)及び(1) (d)にいう遅延利子の総額は、この書簡の付表 I に掲げられる算定方法に従って算定される。その算定は、日本国政府及びガイアナ協同共和国の関係当局によってできる限り速やかに行われる。

repayment period of one year or less than one year, having fallen due on and before December 31, 1988, and not paid;

(b) The late interest on the debts referred to in (a) above, having accrued during the period between the original due date and December 31, 1988 (both dates inclusive); and

(c) The principal of and contractual interest on the commercial debts with a repayment period of more than one year, having fallen due on and before December 31, 1988, and not paid;

(d) The late interest on the debts referred to in (c) above, having accrued during the period between the original due date and December 31, 1988 (both dates inclusive).

(2) (a) The total amount of the debts referred to in sub-paragraph (1) (a) is estimated at thirty-six thousand five hundred and eighty-one United States dollars and eighty-six cents (US\$36,581.86).

(b) The total amount of the debts referred to in sub-paragraph (1) (c) is estimated at seven hundred ninety-two thousand seven hundred and seventy-six United States dollars (US\$792,776.00).

(c) The total amount of the late interest referred to in sub-paragraph (1) (b) and (1) (d) will be calculated in accordance with the method of calculation shown in the Annex I attached to this Note. The calculation will be made as soon as possible by the authorities concerned of the Government of Japan and of the Government of the Co-operative Republic of Guyana.

(3) (2)にいう総額は、日本国政府及びガイアナ協同共和国政府の関係当局が行う最終的照合の後に両政府の関係当局間の合意により修正されることがある。

2 (1) ガイアナ協同共和国政府は、ガイアナ中央銀行を通じて、繰延商業債務を決済するため(4)に掲げる支払計画（以下「支払計画」という。）に従って行われる支払の額及び日付について日本国政府に通告する。

(2) ガイアナ協同共和国政府は、繰延商業債務の総額を支払計画に従い、ガイアナ中央銀行を通じ関係契約によって指定された通貨により、債権者に支払い、また、同政府以外の関係債務者が支払うことを確保する。

(3) 日本国政府は、商業上の関係債務が支払計画に従って行われる支払により決済されることを容易にするため、日本国において施行されている関係法令の範囲内で可能な措置をとる。

(4) (a) 1 (1)(a)及び(b)にいう債務の各々は、千九百九十四年一月三十一日に始まる十回の均等半年賦払によって支払われる。

(b) 1 (1)(c)及び(d)にいう債務の各々は、千九百九十九年一月三十一日に始まる二十回の均等半年賦払によって支払

(3) Modifications may be made to the total amount referred to in sub-paragraph (2) above by agreement between the authorities concerned of the Government of Japan and of the Government of the Co-operative Republic of Guyana, after the final verification to be made by the authorities concerned of the two Governments.

2. (1) The Government of the Co-operative Republic of Guyana will notify the Government of Japan, through the Central Bank of Guyana, of the amount and dates of payments which will be made in order to settle the Rescheduled Commercial debts in accordance with the payment scheme as set out in sub-paragraph (4) below (hereinafter referred to as "the Payment Scheme").

(2) The Government of the Co-operative Republic of Guyana will pay, or will ensure that the other debtors concerned pay, the total amount of the Rescheduled Commercial Debts to the Creditors in the currency designated in the contracts concerned through the Central Bank of Guyana in accordance with the Payment Scheme.

(3) The Government of Japan will take possible measures, within the scope of the relevant laws and regulations in force in Japan, to facilitate the settlement of the commercial debts concerned by the payment to be made in accordance with the Payment Scheme.

(4) (a) Each of the debts referred to in sub-paragraph (1)(a) and (b) of paragraph 1 will be paid in ten (10) equal semi-annual installments beginning on January 31, 1994.

(b) Each of the debts referred to in sub-paragraph (1)(c) and (d) of paragraph 1 will be paid in twenty (20) equal

延滞利子の支払

われる。

- 3 (1) ガイアナ協同共和国政府は、商業上の関係債務の各々に
ついて、当該債務が決済されていない限り、(2)に定めるところにより算定される利子を毎年一月三十一日及び七月三十一日に債権者に支払う。最初の利子の支払は、千九百九十一年七月三十一日に行われる。

- (2) (a) 繰延商業債務に対する支払計画上の利子率は、年九パーセントとする。

(b) 支払われる利子の額は、未決済の債務の額に当該債務が決済されないままに経過した日数及び一日当たりの利子率を乗じて算定される。一日当たりの利子率は、(a)にいう利子率を三百六十五で除して算定される。前記の算定方法を算式で表したものが、この書簡の付表IIに掲げられる。

- (3) ガイアナ協同共和国政府は、2 (4)及び3 (1)に定める支払計画上の支払が遅延した場合には、未払額から生ずる遅延利子を、(2) (a)にいう利子率に年一パーセントを加えた利子率によって支払う。

- (4) 支払われる利子については、ガイアナ協同共和国のすべての租税及び課徴金が免除される。

semi-annual installments beginning on January 31, 1999.

3. (1) The Government of the Co-operative Republic of Guyana will pay to the Creditors, on January 31 and July 31 each year, interest to be calculated as described in sub-paragraph (2) below on each of the commercial debts concerned to the extent that they have not been settled. The first payment of interest will be made on July 31, 1991.

(2) (a) The rate of interest on the Rescheduled Commercial Debts applied for the Payment Scheme will be nine per cent (9%) per annum.

(b) The amount of interest to be paid will be calculated by multiplying the amount of the debt unsettled by the product of the number of the days the debt has not been settled and the daily interest rate. The daily interest rate is calculated by dividing the rate of interest referred to in (a) above by three hundred and sixty-five (365). The illustration in the form of numerical formula of the method of calculation mentioned above is shown in the Annex II attached to this Note.

(3) In case where any payment under the payment scheme referred to in paragraphs 2(4) and 3(1) is delayed, the Government of the Co-operative Republic of Guyana will pay the late interest accruing from the overdue amount at the rate of one per cent (1.0%) per annum above the rate of interest mentioned in sub-paragraph (2) (a) above.

(4) The interest paid will be exempted from all taxes and duties of the Co-operative Republic of Guyana.

4 ガイアナ協同共和国政府は、商業上の関係債務の決済のため送金に伴って生ずる銀行手数料を支払う。

5 債務者が支払計画に従って商業上の関係債務を決済するためガイアナ協同共和国において必要とされる措置をとらなかった場合には、ガイアナ協同共和国政府は、当該債務が関係契約に従って債務者と債権者との間で決済されることを、ガイアナ協同共和国において施行されている関係法令の範囲内で容易にする。ガイアナ協同共和国政府は、また、関係契約によって指定された通貨による商業上の債務の支払金の自由な移転を保証する。

6 関係契約の条件のうちこの書簡において特に言及されていないものは、関係契約の当事者間で別段の合意がある場合を除くほか、引き続き適用されることが確認される。

7 ガイアナ協同共和国政府は、いずれかの第三国の居住者である債権者に対し債務救済措置について2(4)に定める条件より有利な条件を与えた場合には、当該第三国の居住者である債権者に与えられる条件より不利でない条件を、債権者に直ちに与える。

本使は、閣下が、前記の了解をガイアナ協同共和国政府に代

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4. The Government of the Co-operative Republic of Guyana will pay bank charges which occur in connection with the transfer of the money for the settlement of the commercial debts concerned.

5. If the Debtors fail to take such measures as are required in the Co-operative Republic of Guyana for the settlement of the commercial debts concerned in accordance with the Payment Scheme, the Government of the Co-operative Republic of Guyana will facilitate, within the scope of the relevant laws and regulations in force in the Co-operative Republic of Guyana, the settlement between the Debtors and the Creditors of such commercial debts in accordance with the contracts concerned. The Government of the Co-operative Republic of Guyana will also guarantee the free transfer of payments of the commercial debts concerned in the currency or currencies designated in the contracts concerned.

6. It is confirmed that the terms and conditions of the contracts concerned not specifically referred to in this Note will remain applicable, unless otherwise agreed upon by the parties to the contracts concerned.

7. If the Government of the Co-operative Republic of Guyana accords to creditors resident in any third country terms and conditions more favourable than those referred to in paragraph 2(4) with regard to debt relief measures, the Government of the Co-operative Republic of Guyana will forthwith accord to the Creditors the terms and conditions not less favourable than those accorded to creditors resident in such third country.

I should be grateful if Your Excellency would confirm the foregoing understanding on

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わって確認されれば幸いでありませう。

本使は、以上を申し進めるに際し、ここに閣下に向かって敬意を表します。

千九百九十一年一月二十五日にカラカスで

日本国特命全権大使 坂本重太郎

ヴェネズエラ駐在

ガイアナ協同共和国

特命全権大使 マリリン・C・マイルズ閣下

一〇三四

behalf of the Government of the Co-operative Republic of Guyana.

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

(Signed) Jutaro Sakamoto
Ambassador Extraordinary
and Plenipotentiary of Japan

Her Excellency
Mrs. Marilyn Cheryl Miles
Ambassador Extraordinary and
Plenipotentiary of the Co-operative
Republic of Guyana in Venezuela

1 (1) (b) 及び (d) にいう遅延利子の額の算定方法の算式

$$I = A \times D \times R \times \frac{1}{365}$$

A .. 未決済の債務の額

I .. 利子の額

D .. 債務が決済されないままに経過した日数

R .. 年間の利子率

(注)

(1) A は、1 (1) (a) 及び (c) にいう商業上の債務の元本及び契約上の利子の額に等しい。

(2) 債務が決済されないままに経過した日数は、当初の弁済期日から千九百八十八年十二月三十一日までの間（両期日を含む。）の日数に等しい。

(3) 利子率は、3 (2) (a) にいう利子率に等しい。

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Numerical formula
of the method of calculation
of the amount of the late interest
referred to in paragraph 1 (1) (b) and (d)

$$I = A \times D \times R \times \frac{1}{365}$$

A: The amount of the debt unsettled

I: The amount of interest

D: The number of the days the debt has not been settled

R: The rate of interest (per annum)

(NOTE)

(1) A is equal to the amount of the principal of and contractual interest on the commercial debts referred to in paragraph 1 (1) (a) and (c).

(2) The number of the days the debt has not been settled is equal to the number of the days from each original due date to December 31, 1988 (including both dates).

(3) The rate of interest is equal to the rate of interest referred to in paragraph 3 (2) (a).

付表Ⅱ

付表Ⅱ

3 いう利子の額の算定方法の算式

$$I = A \times D \times R \times \frac{1}{365}$$

A .. 未決済の債務の額

I .. 利子の額

D .. 債務が決済されないままに経過した日数

R .. 年間の利子率

(注)

(1) 千九百九十一年七月三十一日における最初の利子の支払については、D は、当初の弁済期日から千九百九十一年七月三十日までの間（両期日を含む）の日数に等しい。

(2) 最初の支払の後に引き続き行われる利子の支払については、D は、当該支払に先立つ支払の日から当該支払の前日までの間（両期日を含む）の日数に等しい。

ANNEX II

Numerical formula of the method of calculation of the amount of interest referred to in paragraph 3

$$I = A \times D \times R \times \frac{1}{365}$$

A: The amount of the debt unsettled

I: The amount of interest

D: The number of the days the debt has not been settled

R: The rate of interest (per annum)

(NOTE)

(1) With respect to the first payment of the interest (July 31, 1991), D is equal to the number of the days from each original due date to July 30, 1991 (including both dates).

(2) With respect to the consecutive payments of the interest after the first payment, D is equal to the number of the days from the date of the previous payment to the previous day of the payment (including both dates).

(ガイアナ側書簡)

(訳文)

書簡をもって啓上いたします。本大臣は、本日付けの閣下の
次の書簡を受領したことを確認する光栄を有します。

(日本側書簡)

本使は、更に、閣下の書簡に述べられた了解をガイアナ協同
共和国政府に代わって確認する光栄を有します。

本使は、以上を申し進めるに際し、ここに閣下に向かって敬
意を表します。

千九百九十一年一月二十五日にカラカスで

ヴェネズエラ駐在

ガイアナ協同共和国

特命全権大使 マリリン・C・マイルズ

日本国特命全権大使 坂本重太郎閣下

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(Guyanese Note)

Caracas, January 25, 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 Co-operative
Republic of Guyana the understanding set forth
in Your Excellency's Note

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

(Signed) Marilyn Cheryl Miles
Ambassador Extraordinary and
Plenipotentiary of the Co-operative
Republic of Guyana in Venezuela

His Excellency
Mr. Jutaro Sakamoto
Ambassador Extraordinary
and Plenipotentiary of Japan

(参考)

この取極は、我が国に対するガイアナの債務の元本及び利子のうち一定のものにつきその返済を繰り延べることについての両政府の了解を確認したものである。