

◎ヤップ港拡張計画のための贈与に関する日本国政府とミクロネシア連邦政府との間の交換公文

(略称) ミクロネシアとのヤップ港拡張計画のための贈与取極

平成	三年	七月	十一日	ポンペイで
平成	三年	七月	十一日	効力発生
平成	三年	八月	十四日	告示

(外務省告示第四二九号)

概要

- 1 援助の目的及び内容 ヤップ港拡張計画を実施するために必要な
(a) 回頭水域の改良、岸壁拡張及びコンテナヤードの建設に必要な生産物及び役務の供与
(b) 機材の供与
(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 六億七千万円
- 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 特命全権大使に代わる渡辺光男在ミクロネシア大使館参事官
ミクロネシア側 ローリン・ロバート外務省国際局長代行

(Japanese Note)

Pohnpei, July 11, 1991

Sir,

I have the honour to refer to the Exchange of Notes dated November 21, 1990, between the Government of Japan and the Government of the Federated States of Micronesia concerning Japanese economic cooperation for the execution of the Yap Harbour Extension Project (hereinafter referred to as "the Project").

I have further the honour to refer to the recent discussions held between the representatives of the two Governments concerning additional 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 execution of the Project by the Government of the Federated States of Micronesia, the Government of Japan will extend to the Government of the Federated States of Micronesia, in accordance with the relevant laws and regulations of Japan, a grant up to six hundred seventy million yen (¥670,000,000) (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 Federated States of Micronesia properly and exclusively for the purchase of the products of Japan or Micronesia and the services of Japanese or Micronesian 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 Micronesian physical or juridical persons in the case of Micronesian nationals.)

- (a) products and services necessary for developing of the turning basin and construction of wharf and container yard in Yap Harbour (hereinafter jointly referred to as "the Facilities");
 - (b) equipment necessary for the execution of the Project; and
 - (c) services necessary for the transportation of the products referred to in (a) and (b) above to ports in the Federated States of Micronesia 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 Micronesia and the services of the kind mentioned in (a) and (c) of sub-paragraph (1) above, which are services of nationals of countries other than Japan or Micronesia.
4. The Government of the Federated States of Micronesia 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 Federated States of Micronesia 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 Federated States of Micronesia in an authorized foreign exchange bank of Japan designated by the Government of the Federated States of Micronesia 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 Federated States of Micronesia 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 Federated States of Micronesia or its designated authority.

6. (1) The Government of the Federated States

of Micronesia will take necessary measures:

(a) to secure a lot of land necessary for the execution of the Project 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 Federated States of Micronesia 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 Federated States of Micronesia 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 Federated States of Micronesia and stay therein for the performance of their work;

(f) to ensure that the Facilities constructed and the 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 the Federated States of Micronesia 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 Federated States of Micronesia.

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 Federated States of Micronesia 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 extend to you the assurance of my highest consideration.

For the Ambassador Extraordinary
and plenipotentiary of Japan

(Signed) Mitsuo Watanabe
Counselor
Embassy of Japan
in the Federated States
of Micronesia

Mr. Lorin Robert
Acting Chief of International Affairs
Department of External Affairs
Federated States of Micronesia

(Micronesian Note)

Pohnpei, July 11, 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 Federated States of Micronesia 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 extend to Your Excellency the assurance of my highest consideration.

(Signed) Lorin Robert
Acting Chief of International Affairs
Department of External Affairs
Federated States of Micronesia

His Excellency
Mr. Ryoei Murata
Ambassador Extraordinary and Plenipotentiary
of Japan