◎カラチ都市圏環境改善計画のための贈与に関する日本国政府とパキスタン・イスラム共和国政府との間の交換公文

（略称）パキスタンとのカラチ都市圏環境改善計画のための贈与取極

平成　三年十二月　十一日　イスラマバードで
平成　三年十二月　十一日　効力発生
平成　四年十一月　十三日　告示
（外務省告示第五七七号）

概　要

1　援助の目的及び内容　カラチ都市圏環境改善計画を実施するために必要な
(a)　車両及び機材並びにそれらの調達に必要な役務の供与
(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　五億二百万円
3　贈与の使用期限　平成四年十二月十日まで
4　署名者
日　本　側　村岡邦男パキスタン大使
パキスタン側　R・A・アクンド大蔵・経済省次官

(Japanese Note)

Islamabad, December 11, 1991

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 Islamic Republic of Pakistan 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 improvement of environmental condition in Karachi (hereinafter referred to as "the Project") by the Government of the Islamic Republic of Pakistan, the Government of Japan will extend to the Government of the Islamic Republic of Pakistan, in accordance with the relevant laws and regulations of Japan, a grant up to five hundred two million yen (¥502,000,000) (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 December 10, 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 Islamic Republic of Pakistan properly and exclusively for the purchase of the products of Japan or Pakistan and the services of Japanese or Pakistani 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 Pakistani physical or juridical persons in the case of Pakistani nationals.)

(a) vehicles and equipment necessary for the execution of the Project and services necessary for the procurement thereof; and

(b) services necessary for the transportation of the products referred to in (a) above to ports in the Islamic Republic of Pakistan.

(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 Pakistan 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 Pakistan.

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

6. (1) The Government of the Islamic Republic of Pakistan will take necessary measures:

(a) to ensure prompt unloading and customs clearance at ports of disembarkation in the Islamic Republic of Pakistan and internal transportation therein of the products purchased under the Grant;

(b) to exempt Japanese nationals from customs duties, internal taxes and other fiscal levies which may be imposed in the Islamic Republic of Pakistan with respect to the supply of the products and services under the Verified Contracts;

(c) 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 Islamic Republic of Pakistan and stay therein for the performance of their work;

(d) to ensure that the products purchased under the Grant be maintained and used properly and effectively for the execution of the Project; and

(e) 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 Islamic Republic of Pakistan 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 Islamic Republic of Pakistan.

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 Islamic Republic of Pakistan 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) Kunio Muraoka
Ambassador Extraordinary and
Plenipotentiary of Japan to
the Islamic Republic of Pakistan

Mr. R.A. Akhund
Secretary
Economic Affairs Division of
the Islamic Republic of Pakistan

(Pakistani Note)

Islamabad, December 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 Islamic Republic of Pakistan 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) R.A. Akhund
Secretary
Economic Affairs Division of
the Islamic Republic of Pakistan

His Excellency
Mr. Kunio Muraoka
Ambassador Extraordinary and
Plenipotentiary of Japan to
the Islamic Republic of Pakistan