

◎食糧援助に関する日本国政府とスーダン共和国政府との間の交換公文

(略称) スーダンとの食糧援助取極

平成	三年	六月	十九日	カルトゥームで
平成	三年	六月	十九日	効力発生
平成	四年	八月	十四日	告示

(外務省告示第三七八号)

概要

- 1 援助の目的及び内容 千九百八十六年の食糧援助規約に関連して行われる小麦及びその輸送に必要な役務の供与
- 2 贈与の限度額 四億円
- 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 荒木大山在スーダン大使
スーダン側 アブドウルラヒム・モハメド・ハムディ大蔵・経済計画大臣

(Japanese Note)

Khartoum, June 19, 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 Republic of the Sudan concerning Japanese economic cooperation to be extended in connection with the Food Aid Convention, 1986, and to propose on behalf of the Government of Japan the following arrangements:

1. The Government of Japan will extend to the Government of the Republic of the Sudan, in accordance with the relevant laws and regulations of Japan, a grant up to four hundred million yen (¥400,000,000) (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 Republic of the Sudan properly and exclusively for the purchase of the wheat and services listed below:
 - (a) American wheat up to two hundred and twenty-six million yen (¥226,000,000) F.O.B., and
 - (b) services up to one hundred and seventy-four million yen (¥174,000,000) necessary for the transportation of the

wheat referred to in sub-paragraph (a) above from ports in the United States of America to ports in the Republic of the Sudan.

(2) Notwithstanding the provisions of sub-paragraph (1) above, when the two Governments deem it appropriate, a part of the amount referred to in (b) of the said sub-paragraph may be used for the additional purchase of the wheat and services necessary for the transportation thereof.

4. The Government of the Republic of the Sudan or its designated authority will enter into contracts in Japanese yen with Japanese nationals for the purchase of the wheat and services referred to in paragraph 3. Such contracts shall be verified by the Government of Japan to be eligible for the Grant. (The term Japanese nationals whenever used in the present arrangements means Japanese physical persons or Japanese juridical persons controlled by Japanese physical persons.)

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 Republic of the Sudan 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 Republic of the Sudan in an authorized foreign exchange bank of Japan designated by the Government of the Republic of the Sudan 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

(3) The sole purpose of the account

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

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

(2) With regard to the shipping and marine insurance of products purchased under the

(3) The wheat purchased under the Grant shall not be re-exported from the Republic of the Sudan.

(2) The currency thus deposited shall be utilized for economic and social development purposes, including food production, in the Republic of the Sudan.

(3) The authorities concerned of the two Governments will consult with each other about the utilization of the currency deposited.

9. 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 Republic of the Sudan 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) Taizan Araki
Ambassador Extraordinary
and Plenipotentiary of Japan
to the Republic of the Sudan

His Excellency
Mr. Abdelrahim Mahmoud Hamdi
Minister of Finance and
Economic Planning
of the Republic of the Sudan

(Sudanese Note)

Khartoum, June 19, 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 Republic of the Sudan 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) Abdelrahim Mahmoud Hamdi
Minister of Finance and
Economic Planning
of the Republic of the Sudan

His Excellency
Mr. Taizan Araki
Ambassador Extraordinary
and Plenipotentiary of Japan
to the Republic of the Sudan