

◎地方病院改修計画（第二段階）のための贈与に関する日本国政府とパプア・ニューギニア政府との間の交換公文

（略称）パプア・ニューギニアとの地方病院改修計画（第二段階）のための贈与取極

平成	四年	六月二十六日	ポート・モレスビーで
平成	四年	六月二十六日	効力発生
平成	五年	三月 十日	告示

（外務省告示第一一一号）

概要

- 1 援助の目的及び内容 地方病院改修計画（第二段階）を実施するために必要な
 - (a) ラバウルノンガ病院及びマダン病院の施設の建設に必要な生産物及び役務の供与
 - (b) クンディア病院、ラバウルノンガ病院及びマダン病院のための機材及びその据付に必要な役務の供与

(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 十六億四千百万円

3 贈与の使用期限 平成五年三月三十一日まで

4 署名者

日	本	側	若杉慎在	パプア・ニューギニア臨時代理大使
	パプア・ニューギニア側		ガブリエル・ドウサヴァ	外務次官

パプア・ニューギニアとの地方病院改修計画（第二段階）のための贈与取極

(Japanese Note)

Port Moresby, 26 June 1992

Sir,

I have the honour to refer to the Exchange of Notes dated 29 July; 1991, between the Government of Japan and the Government of Papua New Guinea concerning Japanese economic cooperation for the execution of the Provincial Hospitals Redevelopment Project Phase II (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 the execution of the Project by the Government of Papua New Guinea, the Government of Japan will extend to the Government of Papua New Guinea, in accordance with the relevant laws and regulations of Japan, a grant up to one billion six hundred forty-one million yen (¥1,641,000,000) (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, 1993, 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 Papua New Guinea properly and exclusively for the purchase of the products of Japan or Papua New Guinea and the services of Japanese or Papua New Guinea 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 Papua New Guinea physical or juridical persons in the case of Papua New Guinea nationals.)

(a) products and services necessary for the construction of facilities of Rabaul Nonga Hospital and Madang Hospital (hereinafter jointly referred to as "the Facilities");

(b) equipment necessary for Kundiawa Hospital, Rabaul Nonga Hospital and Madang Hospital and services necessary for the installation thereof; and

(c) services necessary for the transportation of the products referred to in (a) and (b) above to ports in Papua New Guinea 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 Papua New Guinea and the services of the kind mentioned in (a), (b) and (c) of sub-paragraph (1) above, which are services of nationals of countries other than Japan or Papua New Guinea.

4. The Government of Papua New Guinea 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 Papua New Guinea 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 Papua New Guinea in an authorized foreign exchange bank of Japan designated by the Government of Papua New Guinea 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 Papua New Guinea 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 Papua New Guinea or its designated authority.

6. (1) The Government of Papua New Guinea 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 Papua New Guinea 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 Papua New Guinea 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 Papua New Guinea 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 Papua New Guinea 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 Papua New Guinea.

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 Papua New Guinea 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) Makoto Wakasugi
Chargé d'Affaires a.i. of Japan
to Papua New Guinea

Mr. Gabriel Dusava
Secretary for Foreign Affairs
of Papua New Guinea

(Papua New Guinea Note)

Port Moresby, 26 June 1992

Sir,

I have the honour to acknowledge the receipt of your Note of today's date, which reads as follows:

"(Japanese Note)"

I have further the honour to confirm on behalf of the Government of Papua New Guinea the foregoing arrangements and to agree that your 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 you the assurance of my high consideration.

(Signed) Gabriel Dusava
Secretary for Foreign Affairs
of Papua New Guinea

Mr. Makoto Wakasugi
Chargé d'Affaires a.i.
of Japan
to Papua New Guinea