

◎東北タイ大規模苗畑センター設立計画のための贈与に関する日本国政府
とタイ王国政府との間の交換公文

(略称) タイとの東北タイ大規模苗畑センター設立計画のための贈与取
極

平成	四年	八月	十九日	バンコックで
平成	四年	八月	十九日	効力発生
平成	五年	一月	十九日	告示

(外務省告示第二一号)

概 要

- 1 援助の目的及び内容 東北タイ大規模苗畑センター設立計画を実施するために必要な
(a) 事務所、訓練所、開放苗畑、閉鎖苗畑、組立式苗畑、ガラス舎、倉庫、ポット苗木舎、堆肥舎、ワー
クシヨップ、ガレージ及び関連施設の建設に必要な生産物及び役務の供与
(b) 車両及びその調達に必要な役務の供与
(c) 機材及びその据付けに必要な役務の供与
(d) 前記(a)、(b)及び(c)の生産物の輸送に必要な役務の供与
- 2 贈与の限度額 十四億円
- 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 藤井宏昭在タイ大使
タイ側 ワンチャイ・シリラット総理府技術・経済協力局長

タイとの東北タイ大規模苗畑センター設立計画のための贈与取極

(Japanese Note)

Bangkok, August 19, 1992

Sir,

I have the honour to refer to the Exchange of Notes dated September 19, 1991, between the Government of Japan and the Government of the Kingdom of Thailand concerning Japanese economic cooperation for the execution of the Project for the Establishment of Large-Scale Nursery Centers in the Northeast of Thailand (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 the Kingdom of Thailand, the Government of Japan will extend to the Government of the Kingdom of Thailand, in accordance with the relevant laws and regulations of Japan, a grant up to fourteen hundred million yen (¥1,400,000,000) (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, 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 the Kingdom of Thailand properly and exclusively for the purchase of the products of Japan or Thailand and the services of Japanese or Thai 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 Thai physical or juridical persons in the case of Thai nationals.)

(a) products and services necessary for the construction of main office and training building, open nursery, germination nursery, knockdown nursery, glass house, storage, potting house, compost house, work-shop, garage and related facilities (hereinafter jointly referred to as "the Facilities");

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

(c) equipment necessary for the execution of the Project and services necessary for the installation thereof; and

(d) services necessary for the transportation of the products referred to in (a), (b) and (c) above to ports in the Kingdom of Thailand, and those for internal transportation therein.

(2) Notwithstanding the provisions of subparagraph (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), (b) and (c) of subparagraph (1) above, which are products of countries other than Japan or Thailand and the services

of the kind mentioned in (a), (b), (c) and (d) of sub-paragraph (1) above, which are services of nationals of countries other than Japan or Thailand.

4. The Government of the Kingdom of Thailand 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 Kingdom of Thailand 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 Kingdom of Thailand in an authorized foreign exchange bank of Japan designated by the Government of the Kingdom of Thailand 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 Kingdom of Thailand 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 Kingdom of Thailand or its designated authority.

6. (1) The Government of the Kingdom of Thailand 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 the Kingdom of Thailand 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 Kingdom of Thailand 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 Kingdom of Thailand 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 Kingdom of Thailand 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 Kingdom of Thailand.

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 Kingdom of Thailand 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) Hiroaki Fujii
Ambassador Extraordinary and
Plenipotentiary of Japan
to the Kingdom of Thailand

Mr. Wanchai Siriratna
Director-General
Department of Technical
and Economic Cooperation
of the Kingdom of Thailand

(Thai Note)

Bangkok, August 19, 1992

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 Kingdom of Thailand 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) Wanchai Siriratna
Director-General
Department of Technical
and Economic Cooperation
of the Kingdom of Thailand

His Excellency
Mr. Hiroaki Fujii
Ambassador Extraordinary
and Plenipotentiary of Japan
to the Kingdom of Thailand