

◎建設機械センター建設計画のための贈与に関する日本国政府とイエメン共和国政府との間の交換公文

(略称) イエメンとの建設機械センター建設計画のための贈与取極

平成	四年十二月	十九日	サナアで
平成	四年十二月	十九日	効力発生
平成	六年 五月	十七日	告示

(外務省告示第二八三号)

概要

- 1 援助の目的及び内容 建設機械センター建設計画を実施するために必要な整備修理工場及びその附属施設の建設に必要な生産物及び役務の供与
 - (a) 車両及びその調達に必要な役務の供与
 - (b) 機材及びその据付けに必要な役務の供与
 - (c) 前記(a)、(b)及び(c)の生産物の輸送に必要な役務の供与
 - (d)
 - 2 贈与の限度額 十億三千五百万円
 - 3 贈与の使用期限 平成五年十二月十八日まで
 - 4 署名者
- 日本側 鰐淵和雄在イエメン大使
イエメン側 ムッタハル・アブダッラー・アルサイーディ計画・開発省次官

(Japanese Note)

Sana'a, December 19, 1992

Sir,

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 Yemen 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 the Establishment of the Workshop for Road Construction Machinery by the Government of the Republic of Yemen, the Government of Japan will extend to the Government of the Republic of Yemen, in accordance with the relevant laws and regulations of Japan, a grant up to one billion thirty-five million yen (¥1,035,000,000) (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 18, 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 Republic of Yemen properly and exclusively for the purchase of the products of Japan or the Republic of Yemen and the services of Japanese or Yemeni 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 Yemeni physical or juridical persons in the case of Yemeni nationals.)

(a) products and services necessary for the construction of workshop and supplementary facilities thereof (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 Republic of Yemen, 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), (b) and (c) of sub-paragraph (1) above, which are products of countries other than Japan or the Republic of Yemen 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 the Republic of Yemen.

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

6. (1) The Government of the Republic of Yemen 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 Republic of Yemen 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 Republic of Yemen 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 Republic of Yemen 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 Republic of Yemen 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 Republic of Yemen.

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 Republic of Yemen 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) Kazuo Wanibuchi
Ambassador Extraordinary
and Plenipotentiary of Japan
to the Republic of Yemen

Dr. Motahar Abdulla Al-Saeedi
Vice Minister
Ministry of Planning and Development
of the Republic of Yemen

(Yemeni Note)

Sana'a, December 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 Republic of Yemen 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) Motahar Abdulla Al-Saeedi
Vice Minister
Ministry of Planning and Development
of the Republic of Yemen

His Excellency
Mr. Kazuo Wanibuchi
Ambassador Extraordinary
and Plenipotentiary of Japan
to the Republic of Yemen