

◎漁業資源調査船建造計画のための贈与に関する日本国政府とナミビア
共和国政府との間の交換公文

(略称) ナミビアとの漁業資源調査船建造計画のための贈与取極

平成	五年	二月	四日	ウイントフックで
平成	五年	二月	四日	効力発生
平成	六年	五月	十三日	告示

(外務省告示第二五五号)

概要

- 1 援助の目的及び内容 漁業資源調査船建造計画を実施するために必要な
(a) 漁業資源調査船の建造に必要な生産物及び役務の供与
(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 十四億二千七百万円
- 3 贈与の使用期限 平成六年二月三日まで
- 4 署名者
日 本 側 飯島光雄在ナミビア大使
ナミビア側 ヘルムート・アングラ漁業・海洋資源大臣

ナミビアとの漁業資源調査船建造計画のための贈与取極

(Japanese Note)

Windhoek, February 4, 1993

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 Namibia 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 Construction of a Fisheries Research Vessel (hereinafter referred to as "the Project") by the Government of the Republic of Namibia, the Government of Japan will extend to the Government of the Republic of Namibia, in accordance with the relevant laws and regulations of Japan, a grant up to one billion four hundred and twenty-seven million yen (¥1,427,000,000) (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 February 3, 1994, 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 Namibia properly and exclusively for the purchase of the products of Japan or the Republic of Namibia and the services of Japanese or Namibian 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 Namibian physical or juridical persons in the case of Namibian nationals.)

(a) products and services necessary for the construction of a fisheries research vessel (hereinafter referred to as "the Vessel"); and

(b) services necessary for the transportation of the Vessel referred to in (a) above to Walvis Bay.

(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 the Republic of Namibia 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 the Republic of Namibia.

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

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

(a) to ensure prompt customs clearance at Walvis Bay of the Vessel constructed under the Grant;

(b) to exempt Japanese nationals from customs duties, internal taxes and other fiscal levies which may be imposed in the Republic of Namibia 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 Republic of Namibia and stay therein for the performance of their work;

(d) to ensure that the Vessel constructed under the Grant be maintained and used properly and effectively for fisheries research; 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 the Vessel constructed under the Grant, the Government of the Republic of Namibia will refrain from imposing any restrictions that may hinder fair and free competition among the shipping and marine insurance companies.

(3) The Vessel constructed under the Grant shall not be re-exported from the Republic of Namibia.

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 Republic of Namibia 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 extend to Your Excellency the assurance of my highest consideration.

(Signed) Mitsuo Iijima
Ambassador Extraordinary
and Plenipotentiary of Japan
to the Republic of Namibia

His Excellency
Mr. Helmut Angula
Minister of Fisheries
and Marine Resources
of the Republic of Namibia

(Namibian Note)

Windhoek, February 4, 1993

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
Namibia 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 extend
to Your Excellency the assurance of my highest
consideration.

(Signed) Helmut Angula
Minister of Fisheries
and Marine Resources
of the Republic of Namibia

His Excellency
Mr. Mitsuo Iijima
Ambassador Extraordinary
and Plenipotentiary of Japan
to the Republic of Namibia