

◎サバキ橋架け替え計画のための贈与に関する日本国政府とケニア共和国政府との間の交換公文

(略称) ケニアとのサバキ橋架け替え計画のための贈与取極

平成	六年	二月	二日	ナイロビで
平成	六年	二月	二日	効力発生
平成	六月	十一月	七日	告示

(外務省告示第六四九号)

概要

- 1 援助の目的及び内容 サバキ橋架け替え計画を実施するための詳細設計に必要な役務
- 2 贈与の限度額 三千三百万円
- 3 贈与の使用期限 平成七年二月一日まで
- 4 署名者
日本側 堀江正彦在ケニア臨時代理大使
ケニア側 ムサリア・ムダヴァディ大蔵大臣

(Japanese Note)

Nairobi, February 2, 1994

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 Kenya 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 Reconstruction of the Sabaki Bridge (hereinafter referred to as "the Project") by the Government of the Republic of Kenya, the Government of Japan will extend to the Government of the Republic of Kenya, in accordance with the relevant laws and regulations of Japan, a grant up to thirty-three million yen (#33,000,000) (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 1, 1995, unless the period is extended by mutual agreement between the authorities concerned of the two Governments.
3. The Grant will be used by the Government of the Republic of Kenya properly and exclusively for the purchase of the services of Japanese nationals listed below:

services necessary for the detailed design for the execution of the Project

(The term Japanese nationals whenever used in the present arrangements means Japanese physical persons or Japanese juridical persons controlled by Japanese physical persons.)
4. The Government of the Republic of Kenya or its designated authority will enter into contracts in Japanese yen with Japanese nationals for the purchase of the 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 Kenya 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 Kenya in an authorized foreign exchange bank of Japan designated by the Government of the Republic of Kenya 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 Kenya 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 Kenya or its designated authority.

6. The Government of the Republic of Kenya will take necessary measures:

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

(2) to accord Japanese nationals whose services may be required in connection with the supply of the services under the Verified Contracts such facilities as may be necessary for their entry into the Republic of Kenya and stay therein for the performance of their work; and

(3) to bear all the expenses, other than those covered by the Grant, necessary for the detailed design for the execution of the Project.

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

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the Government of the Republic of Kenya 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) Masahiko Horie
Chargé d'Affairs of Japan
to the Republic of Kenya

The Honourable
Mr. W. Musalia Mudavadi
Minister for Finance
of the Republic of Kenya

(Kenyan Note)

Nairobi, February 2, 1994

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 the Republic of Kenya 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) W. Musalia Mudavadi
Minister for Finance
of the Republic of Kenya

Mr. Masahiko Horie
Chargé d'Affairs of Japan
to the Republic of Kenya