# ペルーとの四の債務救済措置取極

平成 七年 一月二十七日 六年十一月二十八日 告示 効力発生 リマで

(外務省告示第六三号)

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								<b>\( \tau_{} \)</b>					
一七四四	一七四二	一七四二	一七四二	一七四一	一七四〇	一七四〇	一七四〇	一七四〇	一七三九	一七三八	一七三七	一七三六	一七三五

(訳文)

(日本側書簡)

ルー共和国政府の代表者との間で行われた最近の交渉に言及する光栄を有します。本使は、更に、当該交渉 代表者と関係債権諸国政府の代表者との間の協議において到達した結論に基づき日本国政府の代表者とべ において到達した次の了解を確認する光栄を有します。 書簡をもって啓上いたします。本使は、千九百九十三年五月四日にパリで開催されたペルー共和国政府の

1 法令に従ってとられることになる。 債務繰延方式による債務救済措置が、海外経済協力基金(以下「基金」という。)により、日本国の関係

2 (1) から成る。 繰り延べられる債務(以下「繰延債務」という。)は、ペルー共和国政府が基金に対して負う次の債務

- (a) は、この書簡の付表一に掲げられる。) 千九百九十四年三月三十一日までの間(両期日を含む。)に弁済期限の到来したもの(それらの内訳 過去に繰り延べられなかった債務の元本及び契約上の利子であって、千九百九十三年一月一日から
- (b) 取極に従って繰り延べられた債務の繰延利子であって、千九百九十四年四月一日から千九百九十五年 政府とベルー共和国政府との間で交換された書簡(以下「従前の書簡」という。)により行われた は、この書簡の付表二に掲げられる。 三月三十一日までの間 (両期日を含む。)に弁済期限の到来したか又は到来するもの (それらの内訳 過去に繰り延べられなかった債務の元本及び契約上の利子並びに千九百九十三年四月二日に日本国

(Japanese Note)

.海外経済協力基金関係の債務救済措置に関する日本国政府とペルー共和国政府との間の交換公文)

Lima, November 28, 1994

Excellency,

- I have the honour to refer to the recent negotiations between the representatives of the Government of Japan and of the Government of the Republic of Peru that were held on the basis of the conclusions reached during the of the creditor countries concerned held in Paris on May 4, 1993. I have further the honour to confirm the following understanding reached in the course of the said consultations between the representatives of the Governments negotiations:
- will be taken by the Overseas Economic Cooperation Fund (hereinafter referred to as "the Fund") in accordance with the relevant laws and regulations of Japan. A debt relief measure in the form of rescheduling
- 2. (1) The debts to be rescheduled (hereinafter referred to as "the Rescheduled Debts") consist of the following debts owed by the Government of the Republic Peru to the Fund: of
- (a) The principal of any control of the debts not previously rescheduled, having on the debts not previously rescheduled, having fallen due between January 1, 1993 and March 31, 1994, both dates inclusive, the breakdown of which is shown in the List 1 attached hereto;
- having fallen or falling due between April 1, 199 and March 31, 1995, both dates inclusive, the breakdown of which is shown in the List 2 attached Government of the Republic of Peru on April 2, 1993 (hereinafter referred to as "the Previous Notes"), on the debts not previously rescheduled, and the exchanged between the Government of Japan and the pursuant to the arrangements made by the Notes rescheduling interest on the debts rescheduled The principal of and the contractual interest due between April 1, 1994

- (C) 過去に繰り延べられなかった債務の無延利子であって、千九百九十五年四月一日から千九百九十六年三月三 村一日までの間(両期日を含む。)までに拡大信用供与措置に基づくベルー共和国政府と「MFとの間の第三年次取極を承認し、かつ、関係債権諸国が千九百九十五年四月一日から千九百九十五年四月三十日(以下「承認の期限」という。)までに拡大信用供与措置に基づくベルー共和国政府と「MFとの間の第三年次取極を承認し、かつ、関係債権諸国が千九百九十三年五月四日にバリでベルー共和国政府の代表者と関係債権諸国政府の代表者によって署名された合意議事録に定める条件をベルー共和国政府の代表者と関係債権諸国政府の代表者によって署名された合意議事録に定める条件をベルー共和国政府が遵守したと認める場合に限る。
- 当局の同意を得て修正することができる。② 承認の期限は、関係債権諸国政府の代表者の行う決定に従い日本国政府及びペルー共和国政府の関係
- (3) 繰延債務の総額は、五十三億二千八百八十一万二千六百六十三円(五、三二八、八一二、六六三円)
- 的照合の後に日本国政府及びベルー共和国政府の関係当局間の合意により修正されることがある。(4)(3)にいう総額及びこの書簡の付表一、二及び三は、ベルー共和国政府の関係当局及び基金が行う最終
- 約」という。)であって、なかんずく次の原則を含むものにおいて規定される。3 債務繰延べの条件は、ペルー共和国政府と基金との間で締結される債務繰延契約(以下「債務繰延契

- (c) The principal of and the contractual interest on the debts not previously rescheduled, and the rescheduling interest on the debts rescheduled pursuant to the arrangements made by the Previous Notes, falling due between April 1, 1995 and March 31, 1996, both dates inclusive, the breakdown of which is shown in the List 3 attached hereto, provided that the Executive Board of the International Monetary Fund (hereinafter referred to as "the IMF") has approved by April 30, 1995 (hereinafter referred to as "the date of approval") the third annual arrangement between the Government of the Republic of Peru and the IMF under the Extended Fund Facility, and that the creditor countries concerned determine that the Government of the Republic of Peru has complied with the condition set out in the Agreed Minute signed by the representatives of the Government of the Republic of peru and of the Republic of peru and that the creditor countries are on the Government of the Republic of the Republic of the Republic of the Government of the Republic of the Republi
- (2) The date of approval may be modified with the consent of the authorities concerned of the Government of Japan and of the Government of the Republic of Peru in accordance with the decision to be made by the representatives of the Governments of the creditor countries concerned.
- (3) The total amount of the Rescheduled Debts is five billion three hundred twenty-eight million eight hundred twelve thousand six hundred and sixty-three yer ( $\pm 5,328,812,663$ ).
- (4) Modifications may be made to the total amount referred to in sub-paragraph (3) above and to the List 1, 2 and 3 attached hereto by agreement between the authorities concerned of the Government of Japan and of Government of the Republic of Peru, after the final verification to be made by the authorities concerned of the Government of the Republic of Peru and the Fund.
- 3. The terms and conditions of the rescheduling will be stipulated in rescheduling agreements to be concluded between the Government of the Republic of Peru and the Fund (hereinafter referred to as "the Rescheduling Agreements"), which will contain, inter alia, the following principles:
- (1) Each of the debts composing the Rescheduled Debts will be paid in twenty (20) equal semi-annual installments beginning on February 15, 2005.

議

(2)

繰延債務に対してそれぞれこの書簡の付表一、二及び三に掲げる弁済期日から適用される利子率は、

年四・一パーセントとする

に定める最初の弁済期日のいずれか早い時点から利子が課され、その利子率は、3⑵にいう利子率と同等 払により支払われることが確認される。その利子の額に対して千九百九十五年一月一日又は債務繰延契約 生ずる繰延債務の利子に関し、五十パーセントは、千九百九十六年九月三十日に始まる十回の均等半年賦 千九百九十三年一月一日から千九百九十四年十二月三十一日までの間 (両期日を含む。)に生じたか又は

- 5 (1) て支払われることが確認される。 従前の書簡4の規定に従って支払を猶予された債務及び当該債務に対する利子から成る次の債務 「支払猶予債務」と総称する。)は、千九百九十六年九月三十日に始まる十二回の均等半年賦払によっ 议
- (a) 到来した支払猶予債務 千九百九十三年一月一日から千九百九十四年三月三十一日までの間 (両期日を含む。)に弁済期限の
- (c) (p) 到来したか又は到来する支払猶予債務 千九百九十五年四月一日から千九百九十六年三月三十一日までの間 (両期日を含む。)に弁済期限の 千九百九十四年四月一日から千九百九十五年三月三十一日までの間(両期日を含む。)に弁済期限の

到来する支払猶予債務。ただし、2⑴⑵に定める条件を満たした場合に限る

- (2)その利子率は、3四にいう利子率と同等の率とする。 支払猶予債務に対して従前の書簡に基づく債務繰延契約に定める当初の弁済期日から利子が課され、
- (3) ⑴にの規定の適用上、2⑵の規定は、引き続き適用される。
- 6 極の継続又は修正について討議するための協議が行われる。 債権諸国政府の代表者が新たな結論に到達した場合には、日本国政府とペルー共和国政府との間でこの取 ベルーの債務(この取極が対象とする債務を含む。)の再編に関してベルー共和国政府の代表者及び関係

- will be four point one per cent (4.1%) per annum beginning respectively from the due dates mentioned in the List 1, 2 and 3 attached hereto. The rate of interest on the Rescheduled Debts
- same as that referred to in sub-paragraph (2) of paragraph 3, will be charged on those amounts beginning from January 1, 1995 or the first due date to be stipulated in the Rescheduling Agreements, whichever is the Rescheduled Debts, having accrued or accruing during the period between January 1, 1993 and December 31, 1994 both dates inclusive, fifty per cent (50%) will be paid ten (10) equal semi-annual installments beginning on the control of the cont September 30, 1996. Interest, the rate of which is the the earlier. It is confirmed that, with regard to the interest on
- interest thereon (hereinafter jointly referred to as "the Deferred Debts") will be paid in twelve (12) equal semi-annual installments beginning on September 30, 1996: consisting of the debts deferred pursuant to the provisions of the paragraph 4 of the Previous Notes and It is confirmed that the following debts
- inclusive; (a) The Deferred Debts having fallen due between January 1, 1993 and March 31, 1994, both dates
- inclusive; and (b) The Deferred Debts having fallen or falling due between April 1, 1994 and March 31, 1995, both dates
- provided that the conditions set out in (c) of sub-paragraph (1) of paragraph 2 are fulfilled. (c) The Deferred Debts falling due between April 1, 1995 and March 31, 1996, both dates inclusive,
- (3) For the purpose of (c) of sub-paragraph (1) above, the provisions of sub-paragraph (2) of paragraph 2 (2) Interest, the rate of which is the same as that referred to in sub-paragraph (2) of paragraph 3, will be charged on the Deferred Debts beginning from the original due dates under the Rescheduling Agreement pursuant to the Previous Notes.
- Governments of the creditor countries concerned come to 6. If the representative of the Government of the Republic of Peru and the representatives of the new conclusion in connection with reorganization of the Peru and the representatives of

will remain applicable.

本使は、閣下が前記の了解をベルー共和国政府に代わって確認されれば幸いであります。

千九百九十四年十一月二十八日にリマで本使は、以上を申し進めるに際し、ここに重ねて閣下に向かって敬意を表します。

ペルー共和国駐在

日本国特命全権大使 西崎信朗

(Signed) Nobuo Nishizaki Ambassador Extraordinary and Plenipotentiary of Japan to the Republic of Peru

ペルー共和国

経済・財政大臣 ホルヘ・カメット・ディックマン閣下

Peruvian debts including the debts covered by the present arrangements, consultations will be held between the Government of Japan and the Government of the Republic of Peru, in order to discuss the matter of continuation or modification of the present arrangements.

I should be grateful if Your Excellency would confirm the foregoing understanding on behalf of the Government of the Republic of Peru.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

ency Camet Dickmann f Economy and Finance

His Excellency
Mr. Jorge Camet Dickmann
Minister of Economy and Finance
of the Republic of Peru

### と基金との間の借款契約に従って支払われるべ づく円借款の供与についてのペルー共和国政府 ベルー共和国政府との間で交換された書簡に基 と基金との間の借款契約に従って支払われるべづく円借款の供与についてのベルー共和国政府 き元本及び契約上の利子 く円借款の供与についてのペルー共和国政府と ルー共和国政府との間で交換された書簡に基づ ベルー共和国政府との間で交換された書簡に基 ルー共和国政府との間で交換された書簡に基づ | 千九百九十三年十二月 | 二十日| 千九百七十六年九月二日に日本国政府とべ | 千九百九十三年 | 六月 | 二十日 とベルー共和国政府との間で交換された書簡に|千九百九十三年千九百七十一年十二月二十七日に日本国政府|千九百九十三年 基金との間の借款契約に従って支払われるべき く円借款の供与についてのペルー共和国政府と 府と基金との間の借款契約に従って支払われる 基づく円借款の供与についてのベルー共和国政 元本及び契約上の利子 き元本及び契約上の利子 元本及び契約上の利子 基金との間の借款契約に従って支払われるべき べき元本及び契約上の利子 、ルー共和国政府との間で交換された書簡に基|千九百九十三年十二月|二十日|千九百八十年|月二十八日に日本国政府と|千九百九十三年|六月|二十日 千九百八十年一月二十八日に日本国政府とペ 千九百七十八年三月三十一日に日本国政府と 債 務 計 計 計 計 の 内 容 千九百九十四年 一月 二十日千九百九十三年 七月 二十日 千九百九十四年 二月 二十日 千九百九十三年十二月 二十日 弁 済 期 B 一六九、三七一、一一円 一大八、九一五、四八六円一七四、〇六五、五四五円 五〇九、三二六、四八六円 五四、 五七、 一〇七、六〇〇、四〇五円 一〇五、二八四、九六一円 五三、四七四、七四六円 七八、五〇九、五三〇円七九、四六五、一七六円 五四、一二五、六五九円 五二、三四一、五五一円五二、九四三、四一〇円 〇五五、〇四四円 九七四、七〇六円 額

157,974,706	SUB-TOTAL	
79,465,176 78,509,530	June 20, 1993 Dec. 20, 1993	The principal and contractual interest payable under the Loan Agreement between the Government of the Republic of Peru and the Fund on the extention of Yen Loan pursuant to the Notes exchanged between the Governments of Japan
107,600,405	SUB-TOTAL	January 28, 1980
54,125,659 53,474,746	June 20, 1993 Dec. 20, 1993	The principal and contractual interest payable under the Loan Agreement between the Government of the Republic of Peru and the Fund on the extention of Yen Loan pursuant to the Notes exchanged between the Governments of Japan and of the Republic of Peru on
509,316,486	SUB-TOTAL	1978
		nd on the resument the contract of the contrac
173,326,932 169,371,111 166,618,443	Jan. 20, 1993 July 20, 1993 Jan. 20, 1994	The principal and contractual interest payable under the Loan Agreement between the Government of the Boundie o
105,284,961	SUB-TOTAL	
		of the Republic of Peru and the Fund on the extention of Yen Loan pursuant to the Notes exchanged between the Governments of Japan and of the Peru on
52,943,410 52,341,551	June 20, 1993 Dec. 20, 1993	e principal and o terest payable un reement between t
514,055,044	SUB-TOTAL	the Republic of 1 c 27, 1971
		nd on the extent rsuant to the No
174,065,545 171,074,013 168,915,486	Feb. 20, 1993 Aug. 20, 1993 Feb. 20, 1994	The principal and contractual interest payable under the Loan Agreement between the Government of the Republic of Peru and the
Amount (in Yen)	ן עם	Particulars of Debts

# ペルーとの四の債務救済措置取極

一、五二九、一九〇、五六九円		総計
一三四、九五八、九六七円		₩ <u>n</u>
六七、〇七一、二七六円六七、八八七、六九一円	千九百九十三年十二月 二十日千九百九十三年	<ul><li>千九百八十年一月二十八日に日本国政府と基金との間の借款契約に従って支払われるべと基金との間の借款契約に従って支払われるべい。</li><li>大加三八十年一月二十八日に日本国政府と</li></ul>

三二、六八一、九五五円		計
一五九、九〇九、九五五円	千九百九十四年 七月 二十日	き元本及び契約上の利子と基金との間の借款契約に従って支払われるべと基金との間の借款契約に従って支払われるべい一共和国政府との間で交換された書簡に基ベルー共和国政府との間で交換された書簡に基本の間で交換された書簡に基本のでは、
一〇二、五七二、八八一円		###
五〇、九八一、七九六円	千九百九十四年十二月 二十日	元本及び契約上の利子基金との間の借款契約に従って支払われるべきく円借款の供与についてのベルー共和国政府とく円借款の供与についてのベルー共和国政府との間で交換された書簡に基づい一共和国政府との間で交換された書簡に基づいた。
三二九、七七三、三四九円		計
一六三、七六五、四二七円	千九百九十四年 二月 二十日	不き元本及び契約上の利子と、大力百七十一年十二月二十七日に日本国政府と基金との間の借款契約に従って支払われると、ルー共和国政府との間で交換された書簡にと、ルー共和国政府との間で交換された書簡にと、ルー共和国政府との間で交換された書簡に
額	弁 済 期 日	債務の内容

付表二

January 28, 1980	between the Governments of Japan and of the Republic of Peru on	Fund on the extention of Yen Loan	Agreement between the Government of the Republic of Peru and the	interest payable under the Loan	The principal and contractual
SUI				Dec. 20, 1993	June 20, 1993
SUB-TOTAL				20,	20,
'AL				1993	1993
134,958,967				67,071,276	67,887,691

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GRAND TOTAL

1,529,190,569

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322,681,955	SUB-TOTAL	March 31, 1978
		Fund on the extention of Yen Loan pursuant to the Notes exchanged between the Governments of Japan and of the Republic of Peru on
162,772,000 159,909,955	July 20, 1994 Jan. 20, 1995	The principal and contractual interest payable under the Loan Agreement between the Government of the Republic of Peru and the
102,572,881	SUB-TOTAL	between the Governments of Japan and of the Republic of Peru on September 2, 1976
•		Fund on the extention of Yen Loan pursuant to the Notes exchanged
51,591,085 50,981,796	June 20, 1994 Dec. 20, 1994	The principal and contractual interest payable under the Loan Agreement between the Government
329,773,349	SUB-TOTAL	December 27, 1971
		pursuant to the Notes exchanged between the Governments of Japan and of the Republic of Peru on
		of the Republic of Peru and the Fund on the extention of Yen Loan
166,007,922 163,765,427	Aug. 20, 1994 Feb. 20, 1995	The principal and contractual interest payable under the Loan Agreement between the Government
Amount (in Yen)	Due Date	Particulars of Debts

-			
	1,009,065,805	SUB-TOTAL	April 2, 1993
			pursuant to the Notes exchanged between the Governments of Japan and of the Republic of Dari on
	*		Republic of Peru and the Fund
	30,121,00	100. 13, 1334	between the Government of the
	918,944,262	15,	The rescheduling interest payable
	131,186,922	SUB-TOTAL	January 28, 1980
			between the Governments of Japan and of the Republic of Peru on
			Fund on the extention of Yen Loan pursuant to the Notes exchanged
			of the Republic of Peru and the
	65,180,086	20,	interest payable under the Loan
	928 300 99	Time 20 1994	The principal and contractual
	153,559,381	SUB-TOTAL	
			between the Governments of Japan
			pursuant to the Notes exchanged
			of the Republic of Peru and the
	70,227,013		Agreement between the Government
	77,263,562	June 20, 1994	
	104,593,021	TW.T.O.T.=808	January 28, 1980
	1		and of the Republic of Peru on
			pursuant to the Notes exchanged
			Fund on the extention of Yen Loan
			Agreement between the Government of the Republic of Peru and the
	51,966,934	Dec. 20, 1994	interest payable under the Loan
	E3 636 007	2	

GRAND TOTAL

2,153,433,314

### 付表三

一四九、一四四、〇五六円		計
七四、〇八二、一〇八円	千九百九十五年十二月 二十日	元本及び契約上の利子基金との間の借款契約に従って支払われるべきく円借款の供与についてのベルー共和国政府との間で交換された書簡に基づルー共和国政府との間で交換された書簡に基づい一共和国政府との間で交換された書簡に基づ
一〇一、五八五、六三六円		**iT
五一、一二六、五一四円五〇、四五九、一二三円	千九百九十五年十二月 二十日	元本及び契約上の利子 基金との間の借款契約に従って支払われるべき 基金との間の借款契約に従って支払われるべき ルー共和国政府との間で交換された書簡に基づ ルー共和国政府との間で交換された書簡に基づ
三〇九、三七四、三五五円		計
一五二、二〇一、四六六円一五二、二〇一、四六六円	千九百九十六年 一月 二十日	き元本及び契約上の利子と基金との間の借款契約に従って支払われるべい一共和国政府との間で交換された書簡に基ベルー共和国政府との間で交換された書簡に基本の間で支換された書簡に基本の間で支換された書簡に基本の間で支換された書簡に基本の間で支換された書簡に基本を表示を表示している。
九九、八六〇、八〇一円		計
五〇、二三八、七六〇円四九、六二二、〇四一円	千九百九十五年十二月 二十日	本及び契約上の利子をというでは、これでは、これでは、これでは、これでは、これでは、これでは、これでは、これ
三一九、五五七、一九九円		計
一五八、六一五、三六八円	千九百九十六年 二月 二十日	<ul><li>不き元本及び契約上の利子</li><li>本ろして、大田・大田・大田・大田・大田・大田・大田・大田・大田・大田・大田・大田・大田・大</li></ul>
額	弁 済 期 日	債務の内容

# List 3

149,144,056	SUB-TOTAL	the Government he Republic of 28, 1980
75,061,948 74,082,108	June 20, 1995 Dec. 20, 1995	The principal and contractual interest payable under the Loan Agreement between the Government of the Republic of Peru and the Fund on the extention of Yen Loan pursuant to the Notes exchanged
50,459,122	Dec. 20, 1995	interest payable under the Loan Agreement between the Government of the Republic of Peru and the Fund on the extention of Yen Loan pursuant to the Notes exchanged between the Governments of Japan and of the Republic of Peru on January 28, 1980
309,374,355	B-TO	of the Republic of Perich 31, 1978
156,172,889 153,201,466	July 20, 1995 Jan. 20, 1996	The principal and contractual interest payable under the Loan Agreement between the Government of the Republic of Peru and the Fund on the extention of Yen Loan pursuant to the Notes exchanged between the Governments of Japan
99,860,801	SUB-TOTAL	and of the Republic of Peru on September 2, 1976
50,238,760 49,622,041	June 20, 1995 Dec. 20, 1995	The principal and contractual interest payable under the Loan Agreement between the Government of the Republic of Peru and the Fund on the extention of Yen Loan pursuant to the Notes exchanged between the Government of the Perusuant to the Notes exchanged
319,557,199	SUB-TOTAL	pursuant to the Notes exchanged between the Governments of Japan and of the Republic of Peru on December 27, 1971
160,941,831 158,615,368	Aug. 20, 1995 Feb. 20, 1996	al and contyable under the etween the blic of Perextention
Amount (in Yen)	Due Date	Particulars of Debts

***	計	に従って支払われるべき繰延利子 「千九百九十五年十一月 十五日一共和国政府との間で交換された書簡に基づく 「千九百九十五年十一月 十五日一共和国政府との間で交換された書簡に基づく 「千九百九十五年 五月 十五日	**************************************	元本及び契約上の利子 基金との間の借款契約に従って支払われるべきく円借款の供与についてのベルー共和国政府と 千九百九十五年十二月 二十日ルー共和国政府との間で交換された書簡に基づ 千九百九十五年十二月 二十日
一、六四六、一八八、七八〇円	五三九、二五一、八五七円	二六七、四〇九、八二五円	一二七、四一四、八七六円	六三、二八八、八九六円

GRAND TOTAL

between the Governments of Japan and of the Republic of Peru on April 2, 1993	The rescheduling interest payable under the Rescheduling Agreement between the Government of the Republic of Peru and the Fund pursuant to the Notes exchanged	between the Governments of Japan and of the Republic of Peru on January 28, 1980	Agreement between the Government of the Republic of Peru and the Fund on the extention of Yen Loan pursuant to the Notes exchanged	interest payable under the Loan	The principal and contractual
SUB-TOTAL	May 15, 1995 Nov. 15, 1995	SUB-TOTAL		Dec. 20, 1995	June 20, 1995
_	995 995			995	995
539,251,857	267,409,825 271,842,032	127,414,876		63,288,896	

1,646,188,780

七一八

(ペルー側書簡)

(訳文)

します。 書簡をもって啓上いたします。本大臣は、本日付けの閣下の次の書簡を受領したことを確認する光栄を有

(日本側書簡)

本大臣は、更に、閣下の書簡に述べられた了解をペルー共和国政府に代わって確認する光栄を有します。

本大臣は、以上を申し進めるに際し、ここに重ねて閣下に向かって敬意を表します。

千九百九十四年十一月二十八日にリマで

ペルー共和国

経済・財政大臣 ホルヘ・カメット・ディックマン

ペルー共和国駐在

日本国特命全権大使 西崎信朗閣下

(Peruvian Note)

Lima, November 28, 1994

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 Peru the understanding set forth in Your Excellency's Note.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

(Signed) Jorge Camet Dickmann
Minister of Economy and Finance
of the Republic of Peru

His Excellency
Mr. Nobuo Nishizaki
Ambassador Extraordinary
and Plenipotentiary of Japan
to the Republic of Peru

(日本側書簡)

代表者と関係債権諸国政府の代表者との間の協議において到達した結論に基づき日本国政府の代表者とベル おいて到達した次の了解を確認する光栄を有します。 ー共和国政府の代表者との間で行われた最近の交渉に言及する光栄を有します。本使は、更に、当該交渉に 書簡をもって啓上いたします。本使は、千九百九十三年五月四日にバリで開催されたベルー共和国政府の

1 り、日本国の関係法令に従ってとられることになる。 債務繰延方式による債務救済措置が、日本輸出入銀行及び関係民間銀行 (以下「銀行」という。)によ

2 (1) 行に対して負う次の債務から成る 繰り延べられる債務(以下「繰延債務」という。)は、ペルー共和国政府及びペルー開発金融公社が銀

(a) 三十一日までの間 (両期日を含む。)に弁済期限の到来したもの (それらの内訳は、この書簡の付表一 政府とペルー共和国政府との間で交換された書簡(以下「従前の書簡」という。)により行われた取極 に掲げられる。 に従って繰り延べられた債務の繰延利子であって、千九百九十三年一月一日から千九百九十四年三月 過去に繰り延べられなかった債務の元本及び契約上の利子並びに千九百九十三年四月二日に日本国

(b) 来するもの(それらの内訳は、この書簡の付表二に掲げられる。) 四月一日から千九百九十五年三月三十一日までの間 (両期日を含む。)に弁済期限の到来したか又は到 従前の書簡により行われた取極に従って繰り延べられた債務の繰延利子であって、千九百九十四年

(Japanese Note)

(日本輸出入銀行関係の債務救済措置に関する日本国政府とベルー共和国政府との間の交換公文)

un !

Lima, November 28, 1994

Excellency,

consultations between the representatives of the Government of the Republic of Peru and of the Governments of the creditor countries concerned held in Paris on May 4, 1993. I have further the honour to confirm the following understanding reached in the course of the said I have the honour to refer to the recent negotiations between the representatives of the Government of Japan and of the Government of the Republic of Peru that were held on the basis of the conclusions reached during the negotiations:

will be taken by the Export-Import Bank of Japan together with private banks concerned (hereinafter referred to as "the Banks") in accordance with the relevant laws and regulations of Japan. A debt relief measure in the form of rescheduling

2. (1) The debts to be rescheduled (hereinafter referred to as "the Rescheduled Debts") consist of the following debts owed by the Government of the Republic of Peru and Corporación Financiera de Desarrollo S.A. to the

rescheduling interest on the debts rescheduled of which is shown in the List 1 attached hereto; having fallen due between January 1, 1993 and March 31, 1994, both dates inclusive; the breakdown Government of the Republic of Peru on April 2, 1993 exchanged between the Government of Japan and the pursuant to the arrangements made by the Notes the debts not previously rescheduled, and the (hereinafter referred to as "the Previous Notes"), The principal of and the contractual interest on

rescheduled pursuant to the arrangements made by the Previous Notes, having fallen or falling due between April 1, 1994 and March 31, 1995, both dates The rescheduling interest on the debts

当局の同意を得て修正することができる。② 承認の期限は、関係債権諸国政府の代表者の行う決定に従い日本国政府及びペルー共和国政府の関係

③ 操延債務の総額は、三十一億五千二百九十六万五百九十六円(三、一五二、九六〇、五九六円)になる。

れることがある。 社及び銀行が行う最終的照合の後に日本国政府及びベルー共和国政府の関係当局間の合意により修正さい。 (3)にいう総額及びこの書簡の付表一、二及び三は、ベルー共和国政府の関係当局、ベルー開発金融公

約(以下「債務繰延契約」という。)であって、なかんずく次の原則を含むものにおいて規定される。3 債務繰延べの条件は、ベルー共和国政府、ベルー開発金融公社及び銀行との間で締結される債務繰延契

inclusive, the breakdown of which is shown in the List 2 attached hereto; and

(c) The rescheduling interest on the debts rescheduled pursuant to the arrangements made by the Previous Notes, falling due between April 1, 1995 and March 31, 1996, both dates inclusive, the breakdown of which is shown in the List 3 attached hereto, provided that the Executive Board of the International Monetary Fund (hereinafter referred to as "the IMF") has approved by April 30, 1995 (hereinafter referred to as "the date of approval") the third annual arrangement between the Government of the Republic of Peru and the IMF under the Extended Fund Facility, and that the Creditor countries concerned determine that the Government of the Republic of Peru has complied with the condition set out in the Agreed Minute signed by the representatives of the Government of the Republic of Peru has complied with the condition of Peru and of the Government of the Republic of Peru has complied with the condition set out in the Agreed Minute signed by the representatives of the Government of the Republic of Peru and of the Republic of Peru has complied with the condition set out in the Agreed Minute signed by the representatives of the Government of the Republic of Peru and of the Government of the Condition of Peru and of the Government of the Republic of Peru and of the Government of the Condition of Peru and of the Government of the Republic of Peru and of the Government of the Republic of Peru and Of Terment O

(2) The date of approval may be modified with the consent of the authorities concerned of the Government of Japan and of the Government of the Republic of Peru in accordance with the decision to be made by the representatives of the Governments of the creditor countries concerned.

(3) The total amount of the Rescheduled Debts is three billion one hundred fifty-two million nine hundred sixty thousand five hundred and ninety-six yen  $({\$}3,152,960,596)$ .

(4) Modifications may be made to the total amount referred to in sub-paragraph (3) above and to the List 1, 2 and 3 attached hereto by agreement between the authorities concerned of the Government of Japan and of the Government of the Republic of Peru, after the final verification to be made by the authorities concerned of the Government of the Republic of Peru and Corporación Financiera de Desarrollo S.A., and the Banks.

3. The terms and conditions of the rescheduling will be stipulated in rescheduling agreements to be concluded between the Government of the Republic of Peru and Corporación Financiera de Desarrollo S.A., and the Banks (hereinafter referred to as "the Rescheduling Agreements"), which will contain, inter alia, the following principles:

(1) 付表一の2及び3並びに付表二及び三の2に掲げる債務に対する利子率は、年四・九パーセントと三に掲げる弁済期日から適用される。

付表一、二及び三の1に掲げる債務に対する利子率は、年五・六パーセントとし、付表一、二及び

(2) (a)

(b)

付表一の2及び3並びに付表二及び三の2に掲げる債務の各々は、二千三年二月十五日に始まる十

によって支払われる

四回の均等半年賦払によって支払われる。

れ、その利子率は、付表一、二及び三の1に掲げる債務については、年五・六パーセントとし、付表一の払により支払われることが確認される。その利子の額に対して千九百九十五年一月一日から利子が課さ生ずる繰延債務の利子に関し、五十パーセントは、千九百九十六年九月三十日に始まる十回の均等半年賦し、付表一、二及び三に掲げる弁済期日から適用される。

2及び3並びに付表二及び三の2に掲げる債務については、年四・九パーセントとする。

- て支払われることが確認される。下「支払猶予債務」と総称するごは、千九百九十六年九月三十日に始まる十二回の均等半年賦払によっ5⑴ 従前の書簡4の規定に従って支払を猶予された債務及び当該債務に対する利子から成る次の債務(以
- 到来した支払猶予債務(() 千九百九十三年一月一日から千九百九十四年三月三十一日までの間(両期日を含む。)に弁済期限の()
- 到来したか又は到来する支払猶予債務 (両期日を含む)に弁済期限の 千九百九十四年四月一日から千九百九十五年三月三十一日までの間 (両期日を含む)に弁済期限の
- 到来する支払猶予債務。ただし、2⑴㎞に定める条件を満たした場合に限る。 ( 千九百九十五年四月一日から千九百九十六年三月三十一日までの間(両期日を含む。)に弁済期限の

(1) (a) Each of the debts mentioned in 1 of the List 1, 2 and 3 will be paid in twenty (20) equal semi-annual installments beginning on February 15, 2005.

⑴@「付表一、二及び三の1に掲げる債務の各々は、二千五年二月十五日に始まる二十回の均等半年賦払

- (b) Each of the debts mentioned in 2 and 3 of the List 1, and 2 of the List 2 and 3 will be paid in fourteen (14) equal semi-annual installments beginning on February 15, 2003.
- (2) (a) The rate of interest on the debts mentioned in 1 of the List 1, 2 and 3 will be five point six per cent (5.6%) per annum beginning from the due dates mentioned in the List 1, 2 and 3.
- (b) The rate of interest on the debts mentioned in 2 and 3 of the List 1, and 2 of the List 2 and 3 will be four point nine per cent (4.9%) per annum beginning from the due dates mentioned in the List 1, 2 and 3.
- 4. It is confirmed that, with regard to the interest on the Rescheduled Debts, having accrued or accruing during the period between January 1, 1993 and December 31, 1994, both dates inclusive, fifty per cent (50%) will be paid in ten (10) equal semi-annual installments beginning on september 30, 1996. Interest will be charged on those amounts beginning from January 1, 1995 at the rate of five point six per cent (5.6%) per annum for the debts mentioned in 1 of the List 1, 2 and 3 and at the rate of four point nine per cent (4.9%) per annum for the debts mentioned in 2 and 3 of the List 1, and 2 of the List 2 and 3.
- 5. (1) It is confirmed that the following debts consisting of the debts deferred pursuant to the provisions of paragraph 4 of the Previous Notes and interest thereon (hereinafter jointly referred to as "the Deferred Debts") will be paid in twelve (12) equal semi-annual installments beginning on September 30, 1996:
- (a) The Deferred Debts having fallen due between January 1, 1993 and March 31, 1994, both dates inclusive;
- (b) The Deferred Debts having fallen or falling due between April 1, 1994 and March 31, 1995, both dates inclusive; and
- (c) The Deferred Debts falling due between April 1, 1995 and March 31, 1996, both dates inclusive,

(2)は、年四・九パーセントとする。 負う債務については、年五・六パーセントとし、ペルー開発金融公社が銀行に対して負う債務について 支払猶予債務に対して弁済期日から利子が課され、その利子率は、ペルー共和国政府が銀行に対して

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ルーとの四の債務救済措置取極

(3) ①にの規定の適用上、22の規定は、引き続き適用される。

6 極の継続又は修正について討議するための協議が行われる。 債権諸国政府の代表者が新たな結論に到達した場合には、日本国政府とペルー共和国政府との間でこの取 ペルーの債務(この取極が対象とする債務を含む。)の再編に関してペルー共和国政府の代表者及び関係

本使は、閣下が前記の了解をベルー共和国政府に代わって確認されれば幸いであります。

千九百九十四年十一月二十八日にリマで

本使は、以上を申し進めるに際し、ここに重ねて閣下に向かって敬意を表します。

ペルー共和国駐在

日本国特命全権大使 西崎信朗

ペルー共和国

経済・財政大臣 ホルヘ・カメット・ディックマン閣下

provided that the conditions set out in (c) paragraph (1) of paragraph 2 are fulfilled. of sub-

- (2) Interest will be charged on the Deferred Debts beginning from the due debts at the rate of five point six per cent (5.6%) per annum for the debts owed by the Government of the Republic of Peru to the Banks and at the the Banks. rate of four point nine per cent (4.9%) per annum for the debts owed by Corporación Financiera de Desarrollo S.A. to
- (3) For the purpose of (c) of sub-paragraph (1) above, the provisions of sub-paragraph (2) of paragraph will remain applicable. N
- arrangements, consultations will be held between the Government of Japan and the Government of the Republic of Peru, in order to discuss the matter of continuation or modification of the present arrangements. 6. If the representative of the Government of the Republic of Peru and the representatives of the Governments of the creditor countries concerned come to a new conclusion in connection with reorganization of the Peruvian debts including the debts covered by the present

I should be grateful if Your Excellency would confirm the foregoing understanding on behalf of the Government of the Republic of Peru.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

(Signed) Nobuo Nishizaki and Plenipotentiary of Japan to the Republic of Peru Ambassador Extraordinary

Mr. Jorge Camet Dickmann Minister of Economy and Finance of the Republic of Peru His Excellency

List 1

and of the Republic of Peru on April 2, 1993 Sub-Total	3. The interest payable under the Rescheduling Agreement between Corporación Financiera de Desarrollo S.A. and the Banks pursuant to the Notes exchanged between the Government of Japan	Sub-Total	2. The principal and interest payable under the Loan Agreement between Corporación Financiera de Desarrollo S.A. and the Banks concluded on October 1, 1982	Sub-Total	1. The interest payable under the Rescheduling Agreement between the Government of the Republic of Peru and the Export-Import Bank of Japan pursuant to the Notes exchanged between the Governments of Japan and of the Republic of Peru on April 2, 1993	Particular of Debts
14 Th	Oct.		Jan. July		Oct.	Due
	28, 15,		24, 24,		28, 15,	Date
. 4.	1993 1993		1993 1993		1993 1993	
72,234,479	30,438,428 41,796,051	129,945,272	66,229,132 63,716,140	845,054,521	356,092,156 488,962,365	*Amount (in Yen)

GRAND TOTAL

1,047,234,272

	付表
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	総計	<del>ā†</del>	繰延契約に従って支払われるべき利子がくベルー開発金融公社と銀行との間の債務がくベルー開発金融公社と銀行との間の債務と 千九百九十三年四月二日に日本国政府とベ		子 (音) (では、) では、) では、) では、) では、) では、) では、) では、)	債務の内容
			千九百九十四年十一月 十五日		千九百九十四年十一月 十五日	弁 済 期 日
	一、〇五二、八六三、一六二円	八二、九一〇、六四五円	四一、一一四、五九四円四一、七九六、〇五一円	九六九、九五二、五一七円	四八八、九九〇、一五二円四八八、九六二、三六五円	額
April	between o	betwee	2. The Re	Gover:	1. T the R betwee Repub	Part

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GRAND TOTAL	Sub-Total	2. The interest payable under the Rescheduling Agreement between Corporación Financiera de Desarrollo S.A. and the Banks pursuant to the Notes exchanged between the Government of Japan and of the Republic of Peru on April 2, 1993	Sub-Total	1. The interest payable under the Rescheduling Agreement between the Government of the Republic of Peru and the Export-Import Bank of Japan pursuant to the Notes exchanged between the Governments of Japan and of the Republic of Peru on April 2, 1993	Particular of Debts
		May Nov.		May Nov.	Due Date
		15, 15,		15, 15,	Date
ш		1994 1994		1994 1994	
1,052,863,162	82,910,645	41,114,594 41,796,051	969,952,517	480,990,152 488,962,365	*Amount (in Yen)

List 3

一、〇五二、八六三、一六二円		給
八二、九一〇、六四五円		₩
四一、一一四、五九四円四一、一一四、五九四円	千九百九十五年 五月 十五日	繰延契約に従って支払われるべき利子がくベルー開発金融公社と銀行との間の債務がくベルー開発金融公社と銀行との間の債務を開いた場所との間で交換された書簡に基2 千九百九十三年四月二日に日本国政府とベ
九六九、九五二、五一七円		# <u></u>
四八八、九六二、三六五円四八八、九六二、三六五円	千九百九十五年十一月 十五日	子間の債務繰延契約に従って支払われるべき利間の債務繰延契約に従って支払われるべき利づくベルー共和国政府と日本輸出入銀行とのがくベルー共和国政府との間で交換された書簡に基上を対して、
額	弁 済 期 日	債務の内容

82,910,645				and of the Republic of Peru on April 2, 1993 Sub-Total	
41,114,594 41,796,051	May 15, 1995 Nov. 15, 1995	15, 15,	May Nov.	2. The interest payable under the Rescheduling Agreement between Corporación Financiera de Desarrollo S.A. and the Banks pursuant to the Notes exchanged between the Government of Japan	円   円
969,952,517				Sub-Total	円円
•				between the Government of the Republic of Peru and the Export-Import Bank of Japan pursuant to the Notes exchanged between the Governments of Japan and of the Republic of Peru on April 2, 1993	月月
480,990,152 488,962,365	May 15, 1995 Nov. 15, 1995	15, 15,	May Nov.	<ol> <li>The interest payable under the Rescheduling Agreement</li> </ol>	円
*Amount (in Yen)		Date	Due Date	Particular of Debts	円

GRAND TOTAL

1,052,863,162

ペルーとの四の債務救済措置取極

七二六

(Peruvian Note)

Lima, November 28, 1994

(ペルー側書簡)

します。 書簡をもって啓上いたします。本大臣は、本日付けの閣下の次の書簡を受領したことを確認する光栄を有

(日本側書簡)

本大臣は、更に、閣下の書簡に述べられた了解をペルー共和国政府に代わって確認する光栄を有します。

本大臣は、以上を申し進めるに際し、ここに重ねて閣下に向かって敬意を表します。 千九百九十四年十一月二十八日にリマで

経済・財政大臣 ホルヘ・カメット・ディックマン

ペルー共和国駐在

日本国特命全権大使 西崎信朗閣下

(訳文)

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

I have further the honour to confirm on behalf of the Government of the Republic of Peru the understanding set forth in Your Excellency's Note.

(Signed) Jorge Camet Dickmann
Minister of Economy and Finance
of the Republic of Peru

His Excellency
Mr. Nobuo Nishizaki
Ambassador Extraordinary
and Plenipotentiary of Japan
to the Republic of Peru

Excellency,

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

"(Japanese Note)"

(商業上の債務についての債務救済措置に関する日本国政府とベルー共和国政府との間の交換公文)

(日本側書簡

おいて到達した次の了解を確認する光栄を有します。 代表者と関係債権諸国政府の代表者との間の協議において到達した結論に基づき日本国政府の代表者とベル -共和国政府の代表者との間で行われた最近の交渉に言及する光栄を有します。本使は、更に、当該交渉に 書簡をもって啓上いたします。本使は、千九百九十三年五月四日にパリで開催されたペルー共和国政府の

1 (1) を引き受けた次の商業上の債務の元本、契約上の利子、繰延利子(以下「繰延商業債務」と総称する。) た債務に限る。)と他方において日本国の居住者である関係債権者との間で契約され、日本国政府が保険 住者である関係債権者との間又は一方においてベルーの民間企業及び個人(当該民間企業及び個人が千 び個人は、以下「債務者」と総称する。前記の日本国の居住者である関係債権者は、以下「債権者」と の総額に適用される。前記のペルー共和国政府及びペルー共和国の政府企業並びにペルーの民間企業及 九百九十一年九月三十日より前にペルー共和国中央銀行に債務支払に相当する金額を現地通貨で預託し この取極は、一方においてベルー共和国政府及びベルー共和国の政府企業と他方において日本国の居

(a) 四年三月三十一日までの間(両期日を含む。)に弁済期限の到来した元本及び契約上の利子 上の債務であって過去に繰り延べられていないものに関し、千九百九十三年一月一日から千九百九十 債務者と債権者との間で千九百八十三年一月一日より前に契約され、弁済期間が一年を超える商業

(Japanese Note)

Lima, November 28, 1994

Excellency,

of the Government of the Republic of Peru that were held on the basis of the conclusions reached during the consultations between the representatives of the Government of the Republic of Peru and of the Government of the creditor countries concerned held in Paris on May 4, 1993. I have further the honour to confirm the negotiations: following understanding reached in the course of the said I have the honour to refer to the recent negotiations between the representatives of the Government of Japan and

the Republic of Peru and Peruvian private enterprises and persons mentioned above are hereinafter jointly referred to as "the Debtors". The creditors concerned resident in Japan mentioned above are hereinafter jointly referred to contracted between Peruvian private enterprises and persons on the one hand and the creditors concerned resident in Japan on the other (as far as the Peruvian corresponding payments in local currency in the Central Reserve Bank of Republic of Peru before September 30, 1991), and insured by the Government of Japan (hereinafter corporations of the Republic of Peru on the one hand and the creditors concerned resident in Japan on the other or either contracted between the Government and governmental 1. (1) The present arrangements will apply to the total amount of the following principal of, contractual interest as "the Creditors": Debts"). jointly referred to as "the Rescheduled Commercial private enterprises and persons have deposited the on and rescheduling interest on the commercial debts, The Government and governmental corporations of

(a) For the commercial debts with a payment periof more than one year, and contracted before January 1, 1983, between the Debtors and the Creditors, and not previously rescheduled, the principal and contractual interest having fallen between January 1, 1993 and March 31, 1994, both For the commercial debts with a payment period

- 書簡」という。)により行われた取極に従って過去に繰り延べられた商業上の債務に関し、〇 千九百九十三年四月二日に日本国政府とベルー共和国政府との間で交換された書簡(以下「従前の
- の到来した繰延利子(1) 千九百九十三年一月一日から千九百九十四年三月三十一日までの間 (両期日を含む。)に弁済期限
- の到来したか又は到来する繰延利子 (1) 千九百九十四年四月一日から千九百九十五年三月三十一日までの間 (両期日を含む。)に弁済期限
- 千九百九十五年四月一日から千九百九十六年三月三十一日までの間(両期日を含む。)に弁済期限
   千九百九十五年四月一日から千九百九十六年三月三十一日までの間(両期日を含む。)に弁済期限
- 当局の同意を得て修正することができる。(2) 承認の期限は、関係債権諸国政府の代表者の行う決定に従い日本国政府及びベルー共和国政府の関係
- られる。 (1)(1)(1)にいう債務の総額は、三億三百十五万二百三十五円(三〇三、一五〇、二三五円)と見積も

dates inclusive;

- (b) For the commercial debts previously rescheduled pursuant to the arrangements made by the Notes exchanged between the Government of Japan and the Government of the Republic of Peru on April 2, 1993 (hereinafter referred to as "the Previous Notes"):
- (i) The rescheduling interest having fallen due between January 1, 1993 and March 31, 1994, both dates inclusive;
- (ii) The rescheduling interest having fallen or falling due between April 1, 1994 and March 31, 1995, both dates inclusive; and
- (iii) The rescheduling interest falling due between April 1, 1995 and March 31, 1996, both dates inclusive, provided that the Executive Board of the International Monetary Fund (hereinafter referred to as "the IMF") has approved by April 30, 1995 (hereinafter referred to as "the date of approval") the third annual arrangement between the Government of the Republic of Peru and the IMF under the Extended Fund Facility, and that the creditor countries concerned determine that the Government of the Republic of Peru has complied with the condition set out in the Agreed Minute signed by the representatives of the Government of the Republic of Peru and of the Governments of the creditor countries concerned in Paris on May 4, 1993.
- (2) The date of approval may be modified with the consent of the authorities concerned of the Government of Japan and of the Government of the Republic of Peru in accordance with the decision to be made by the representatives of the Governments of the creditor countries concerned.
- (3) (a) The total amount of the debts referred to in (a) of sub-paragraph (1) above is estimated at one hundred twenty million one hundred nine thousand one hundred and thirty-three yen (¥120,109,133),
- (b) The total amount of the debts referred to in (b)(i) of sub-paragraph (1) above is estimated at three hundred three million one hundred fifty thousand two hundred and thirty-five yen (\frac{4}{3}03,150,235),

円)と見積もられる。

(d) ①心師にいう債務の総額は、三億四千七百九十五万五千四百八十三円(三四七、九五五、四八三

円)と見積もられる。

(4) **③にいう総額は、日本国政府及びペルー共和国政府の関係当局が行う最終的照合の後に両政府の関係** 

当局間の合意により修正されることがある。

2 (1) ベルー共和国政府は、繰延商業債務を決済するために似に定める支払計画(以下「支払計画」とい

う。)に従って行われる支払の額及び日付を債権者に通告する。

(2) ベルー共和国政府は、繰延商業債務の総額を支払計画に従い国立銀行を通じ日本円により債権者に支

(3) るため、日本国において施行されている関係法令の範囲内で可能な措置をとる。 日本国政府は、商業上の関係債務が支払計画に従って行われる支払により決済されることを容易にす

(4)支払われる。 繰延商業債務を構成する債務の各々は、二千三年二月十五日に始まる十四回の均等半年賦払によって

3⑴@ ベルー共和国政府は、千九百九十三年一月一日から千九百九十四年十二月三十一日までの間(両期 って債権者に支払う。 日を含む。)に生じたか又は生ずる繰延商業債務の利子(以下「特定の利子」という。)を次の計画に従

(i) 五十パーセントは、千九百九十五年二月十五日に支払われる。

> in (b)(ii) of sub-paragraph (1) above is estimated at three hundred forty-seven million nine hundred fifty-five thousand four hundred and eighty-three yen (\$347,955,483), and The total amount of the debts referred to

in (b)(iii) of sub-paragraph (1) above is estimated at three hundred forty-seven million nine hundred fifty-five thousand four hundred and eighty-three yen The total amount of the debts referred

Japan and of the Government of the Republic of Peru, after the final verification to be made by the authorities concerned of the two Governments. (4) Modifications may be made to the total amounts referred to in sub-paragraph (3) above by agreement between the authorities concerned of the Government of

2. (1) The Government of the Republic of Peru will notify the Creditors of the amount and the dates of payments which will be made in order to settle the Rescheduled Commercial Debts in accordance with the payment scheme as set out in sub-paragraph (4) below (hereinafter referred to as "the Payment Scheme").

(2) The Government of the Republic of Peru will pay the total amount of the Rescheduled Commercial Debts to the Creditors in Japanese yen through the Banco de La Nación in accordance with the Payment Scheme.

settlement of the commercial debts concerned by the payment to be made in accordance with the Payment Scheme. (3) The Government of Japan will take possible measures, within the scope of the relevant laws and regulations in force in Japan, to facilitate the

ω (4) Each of the debts composing the Rescheduled Commercial Debts will be paid in fourteen (14) equal semi-annual installments beginning on February 15, 2003. Commercial Debts, having accrued or accruing during the period between January 1, 1993 and December 31, 1994, both dates inclusive, (hereinafter referred to as "the Specified Interest") in accordance with the pay to the Creditors interest on the Rescheduled (1) (a) The Government of the Republic of Peru will

following schedule; fifty per cent (50%) will be paid on February 15, 1995; and

- **われる。** 助れる。 かりの五十パーセントは、千九百九十六年九月三十日に始まる十回の均等半年賦払によって支払
- (b) 特定の利子の額は、この書簡の附属書一に掲げる算定方法に従い算出される。
- る。当該利子の額は、この書簡の附属書二に掲げる算定方法に従い算出される。② (1)回(1)にいう特定の利子の五十パーセントに対する利子は、千九百九十五年二月十五日に支払われ
- 属書三に掲げる算定方法に従い算出される。 一回目の支払日とし、毎年三月三十一日及び九月三十日に支払われる。当該利子の額は、この書簡の附一回目の支払日とし、毎年三月三十一日及び九月三十日に支払われる。当該利子の額は、この書簡の附
- 八月十五日に債権者に支払う。最初の利子の支払は、千九百九十五年二月十五日に行われる。ところにより算定される利子であって千九百九十五年一月一日以後に生ずるものを毎年二月十五日及び4⑴ ベルー共和国政府は、繰延商業債務の各々について、当該債務が決済されていない限り、⑵に定める
- ② (② ) 繰延商業債務に対する支払計画上の利子率は、年六・三パーセントとする。
- **算定される。前記の算定方法を算式で表したものが、この書簡の附属書四に掲げられる。当たりの利子率を乗じて算定される。一日当たりの利子率は、臼にいう利子率を三百六十五で除してり、支払われる利子の額は、未決済の債務の額に当該債務が決済されないままに経過した日数及び一日**
- は、未払額から生ずる遅延利子を4⑵싆にいう利子率に年○・五パーセントを加えた利子率によって支払5 ベルー共和国政府は、支払計画(3及び4に掲げる利子の支払計画を含む。)上の支払が遅延した場合に

の支払子

- (ii) the remaining fifty per cent (50%) will be paid in ten (10) equal semi-annual installments beginning on September 30, 1996.
- (b) The amount of the Specified Interest will be calculated in accordance with the method of calculation shown in Annex I attached to this Note.
- (2) Interest on the fifty per cent (50%) of the Specified Interest referred to in (a)(i) of sub-paragraph (1) above will be paid on February 15, 1995. The amount of such interest will be calculated in accordance with the method of calculation shown in Annex II attached to this Note.

  (3) Interest on the remaining fifty per cent (50%) of the Specified Interest referred to in (a)(ii) of sub-paragraph (1) above will be paid on March 31 and September 30 each year, beginning on March 31, 1995. The amount of such interest will be calculated in accordance
- 4. (1) The Government of the Republic of Peru will pay to the Creditors, on February 15 and August 15 each year, interest to be calculated as described in sub-paragraph (2) below, accruing on or after January 1, 1995 on each of Rescheduled Commercial Debts to the extent that they have not been settled. The first payment of interest will be made on February 15, 1995.

to this Note.

with the method of calculation shown in Annex III attached

- (2) (a) The rate of interest on the Rescheduled Commercial Debts applied for the Payment Scheme will be six point three per cent (6.3%) per annum.
- (b) The amount of interest to be paid will be calculated by multiplying the amount of the debts unsettled by the product of the number of the days the debt has not been settled and the daily interest rate. The daily interest rate is calculated by dividing the rate of interest referred to in (a) above by three hundred and sixty-five (365). The illustration in the form of numerical formula of the method of calculation mentioned above is shown in the Annex IV attached to this Note.
- in case where any payment under the Payment Scheme, including the payment schedule of interest set out in paragraph 3 and paragraph 4 above, is retarded, the Government of the Republic of Peru will pay the late interest accruing from the overdue amount at the rate of

払によって支払われることが確認される。(以下「支払猶予商業債務」と総称する。)は、千九百九十六年九月三十日に始まる十二回の均等半年賦(以下「支払猶予商業債務」と総称する。)は、千九百九十六年九月三十日に始まる十二回の均等半年賦

- 到来した支払猶予商業債務 (一千九百九十三年一月一日から千九百九十四年三月三十一日までの間 (両期日を含む。)に弁済期限の
- 到来したか又は到来する支払猶予商業債務 (両期日を含む。)に弁済期限の 千九百九十四年四月一日から千九百九十五年三月三十一日までの間 (両期日を含む。)に弁済期限の
- 到来する支払猶予商業債務。ただし、1⑴恊㎜に定める条件を満たした場合に限る。() 千九百九十五年四月一日から千九百九十六年三月三十一日までの間 (両期日を含む。)に弁済期限の
- ②(①〇の規定の適用上、1②の規定は、引き続き適用される。

- 円)と見積もられる。 (1)(()にいう支払猶予商業債務の総額は、一億千七百八万七千四百十六円(一一七、〇八七、四一六)

nought point five per cent (0.5%) per annum above the rate of interest mentioned in (a) of sub-paragraph (2) of paragraph 4 above.

- 6. (1) It is confirmed that the following debts consisting of the debts deferred pursuant to the provisions of sub-paragraph (1) of paragraph 3 of the Previous Notes and interest thereon (hereinafter jointly referred to as "the Deferred Commercial Debts") will be paid in twelve (12) equal semi-annual installments beginning on September 30, 1996:
- (a) The Deferred Commercial Debts having fallen due between January 1, 1993 and March 31, 1994, both dates inclusive;
- (b) The Deferred Commercial Debts having fallen or falling due between April 1, 1994 and March 31, 1995, both dates inclusive; and
- (c) The Deferred Commercial Debts falling due between April 1, 1995 and March 31, 1996, both dates inclusive, provided that the conditions set out in (b)(iii) of sub-paragraph (1) of paragraph 1 are fulfilled.
- (2) For the purpose of (c) of sub-paragraph (1) above, the provisions of sub-paragraph (2) of paragraph 1 will remain applicable.
- (3) (a) The total amount of the Deferred Commercial Debts referred to in (a) of sub-paragraph (1) above is estimated at eighty-six million six hundred twenty-one thousand nine hundred and nine yen (¥86,621,909);
- (b) The total amount of the Deferred Commercial Debts referred to in (b) of sub-paragraph (1) above is estimated at eighty-six million forty-nine thousand eight hundred and thirty-nine yen (¥86,049,839); and
- (c) The total amount of the Deferred Commercial Debts referred to in (c) of sub-paragraph (1) above is estimated at one hundred seventeen million eighty-seven thousand four hundred and sixteen yen (#117,087,416).
- (4) Modifications may be made to the total amounts referred to in sub-paragraph (3) above by agreement between the authorities concerned of the Government of

極

支払は、千九百九十五年三月三十一日に行われる。めるところにより算定される利子を毎年三月三十一日及び九月三十日に債権者に支払う。最初の利子のの、ベルー共和国政府は、支払猶予商業債務の各々について、当該債務が決済されていない限り、⑹に定

⑥回 支払猶予商業債務に対する利子率は、年六・三パーセントとする。

算定される。前記の算定方法を算式で表したものが、この書簡の附属書五に掲げられる。当たりの利子率を乗じて算定される。一日当たりの利子率は、匂にいう利子率を三百六十五で除して6)支払われる利子の額は、未決済の債務の額に当該債務が決済されないままに経過した日数及び一日

って支払う。場合には、未払額から生ずる遅延利子を⑤匈に掲げる利子率に年〇・五パーセントを加えた利子率によ場合には、未払額から生ずる遅延利子を⑥匈に掲げる利子率に年〇・五パーセントを加えた利子率によの、 ペルー共和国政府は、①に掲げる支払計画(⑤に掲げる利子の支払計画を含む。)上の支払が遅延した

- 7 支払われる利子については、ペルー共和国のすべての租税及び課徴金が免除される。
- 8 ベルー共和国政府は、商業上の関係債務の決済に伴って生ずる銀行手数料を支払う。
- **意がある場合を除くほか、引き続き適用されることが確認される。** 9 関係契約の条件のうちこの書簡において特に言及されていないものは、関係契約の当事者間で別段の合
- られる条件より不利でない条件を、債権者に直ちに与える。(山田、又は6⑴に定める条件より有利な条件を与えた場合には、当該第三国の居住者である債権者に与えり、ベルー共和国政府は、いずれかの第三国の居住者である債権者に対し債務救済措置について2⑷、3⑴

Japan and of the Government of the Republic of Peru, after the final verification to be made by the authorities concerned of the two Governments.

- (5) The Government of the Republic of Peru will pay to the Creditors, on March 31 and September 30 each year, interest to be calculated as described in sub-paragraph (6) below, on each of the Deferred Commercial Debts, to the extent that they have not been settled. The first payment of interest will be made on March 31, 1995.
- (6) (a) The rate of interest on the Deferred Commercial Debts will be six point three per cent (6.3%) per annum.
- (b) The amount of interest to be paid will be calculated by multiplying the amount of the debts unsettled by the product of the number of the days the debt has not been settled and the daily interest rate. The daily interest rate is calculated by dividing the rate of interest referred to in (a) above by three hundred and sixty-five (365). The illustration in the form of numerical formula of the method of calculation mentioned above is shown in the Annex V attached to this Note.
- (7) In case where any payment under the payment schedule mentioned in sub-paragraph (1) above, including the payment schedule of interest mentioned in sub-paragraph (5) above is retarded, the Government of the Republic of Peru will pay the late interest accruing from the overdue amount at the rate of nought point five per cent (0.5%) per annum above the rate of interest mentioned in (a) of sub-paragraph (6) above.
- The interest paid will be exempted from all taxes and duties of the Republic of Peru.
- 8. The Government of the Republic of Peru will pay bank charges incidental to the settlement of the commercial debts concerned.
- 9. It is confirmed that the terms and conditions of the contracts concerned not specifically referred to in this Note will remain applicable, unless otherwise agreed upon by the parties to the contracts concerned.
- 10. If the Government of the Republic of Peru accords to creditors resident in any third country terms and conditions more favourable than those referred to in subparagraph (4) of paragraph 2, (a)(ii) of sub-paragraph (1)

11

極の継続又は修正について討議するための協議が行われる。 債権諸国政府の代表者が新たな結論に到達した場合には、日本国政府とベルー共和国政府との間でこの取成権諸国政府の代表者が新たな結論に到達した場合には、日本国政府とベルー共和国政府の代表者及び関係

本使は、閣下が前記の了解をペルー共和国政府に代わって確認されれば幸いであります。

千九百九十四年十一月二十八日にリマで本使は、以上を申し進めるに際し、ここに重ねて閣下に向かって敬意を表します。

ペルー共和国駐在

日本国特命全権大使 西崎信朗

ペルー共和国

経済・財政大臣 ホルヘ・カメット・ディックマン閣下

of paragraph 3 or sub-paragraph (1) of paragraph 6 with regard to debt relief measures, the Government of the Republic of Peru will forthwith accord to the Creditors the terms and conditions not less favourable than those accorded to creditors resident in such third country.

11. If the representative of the Government of the Republic of Peru and the representatives of the Governments of the creditor countries concerned come to a new conclusion in connection with reorganization of the Peruvian debts including the debts covered by the present arrangements, consultations will be held between the Government of Japan and the Government of the Republic Peru in order to discuss the matter of continuation or modification of the present arrangements.

I should be grateful if Your Excellency would confirm the foregoing understanding on behalf of the Government of the Republic of Peru.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

(Signed) Nobuo Nishizaki Ambassador Extraordinary and Plenipotentiary of Japan to the Republic of Peru

His Excellency
Mr. Jorge Camet Dickmann
Minister of Economy and Finance
of the Republic of Peru

ANNEX I

附属書

特定の利子の額の算定方法の算式

 $I = A \times D \times R \times \frac{1}{365}$ 

I:利子の額

A:未決済の債務の額

D:債務が決済されないままに経過した日数

R:年間の利子率

(注)

(1)

従前の書簡に定める弁済期日から千九百九十四年十二月三十一日までの間(両期日を含む。)の日数に等 Dは、1⑴囟にいう債務については、各々の当初の弁済期日から及び1⑴匂にいう債務については、

Rは、4②回にいう利子率に等しい。

(2)

(NOTE)

(1)

R is equal to the rate of interest referred to in (a) of sub-paragraph (2) of paragraph 4.

(2)

× × × R ×  $\frac{1}{365}$ 

H

Numerical formula of the method of calculation of the amount of the Specified Interest

I : The amount of the interest

A: The amount of debts unsettled

: The number of the days the debt has not been settled

R : The rate of interest (per annum)

D is equal to the number of the days form each original due date for the debts referred to in (a) of sub-paragraph (1) of paragraph 1, and from the due date stipulated in the Previous Notes for the debts referred to in (b) of sub-paragraph (1) of paragraph 1 to December 31, 1994 (both dates inclusive).

附属書二

特定の利子の五十パーセントに対する利子の額の算定方法の算式

7	
MNE	
XII	

Numerical formula of the method of calculation of the amount of the interest on the fifty per cent (50%) of the Specified Interest

$$A \times D \times R \times \frac{1}{365}$$

H 11

- I: The amount of the interest
- A: The amount of debts unsettled
- : The number of the days the debt has not been settled
- R : The rate of interest (per annum)

## (NOTE)

(1)

(2)

- D is equal to the number of the days from January 1, 1995 to February 14, 1995 (both dates inclusive).
- R is equal to the rate of interest referred to in (a) of sub-paragraph (2) of paragraph 4.

しい。

注)

R:年間の利子率

D:債務が決済されないままに経過した日数

A:未決済の債務の額

I:利子の額

 $I = A \times D \times R \times \frac{1}{365}$ 

② Rは、4②(a)にいう利子率に等しい。

七三六

附属書三

特定の利子の残りの五十パーセントに対する利子の額の算定方法の算式

 $I = A \times D \times R \times \frac{1}{365}$ 

I:利子の額

A:未決済の債務の額

D:債務が決済されないままに経過した日数

R:年間の利子率

(注)

(1) 千九百九十五年三月三十日までの間 (両期日を含む。)の日数に等しい。 千九百九十五年三月三十一日における最初の利子の支払に関し、Dは、千九百九十五年一月一日から

(2) 払の前日までの間(両期日を含む。)の日数に等しい。 最初の支払の後に引き続き行われる利子の支払に関し、Dは、当該支払に先立つ支払の日から当該支

(3) Rは、42回にいう利子率に等しい。

ANNEX III

Numerical formula of the method of calculation of the amount of the interest on the remaining fifty per cent (50%) of the Specified Interest

 $A \times D \times R \times \frac{1}{365}$ 

**⊢** 

I: The amount of the interest

₽. The amount of debts unsettled

.. The number of the days the debt has not been settled

R : The rate of interest (per annum)

(NOTE)

- (1) With respect to the first payment of the interest on March 31, 1995, D is equal to the number of the days from January 1, 1995 to March 30, 1995 (both dates inclusive).
- (2) With respect to the consecutive payments of the interest after the first payment, D is equal to the number of the days from the day of the previous payment to the previous day of the payment (both dates inclusive).
- R is equal to the rate of interest referred to in (a) of sub-paragraph (2) of paragraph 4.

(3)

繰延商業債務の利子の額の算定方法の算式

 $I = A \times D \times R \times \frac{1}{365}$ 

I:利子の額

A:未決済の債務の額

D:債務が決済されないままに経過した日数

R:年間の利子率

注)

(1) 九百九十五年一月一日から千九百九十五年二月十四日までの間(両期日を含む。)の日数に等しい。 千九百九十五年二月十五日における最初の利子の支払に関し、Dは、1⑴にいう債務については、千

(2) 払の前日までの間(両期日を含む。)の日数に等しい。 最初の支払の後に引き続き行われる利子の支払に関し、Dは、当該支払に先立つ支払の日から当該支

# $A \times D \times R \times \frac{1}{365}$

Numerical formula of the method of calculation of the amount of the interest of the Rescheduled Commercial Interest

ANNEX IV

I : The amount of the interest

A: The amount of debts unsettled

D : The number of the days the debt has not been settled

R : The rate of interest (per annum)

(NOTE)

- (1) With respect to the first payment of the interest on February 15, 1995, D is equal to the number of the days from January 1, 1995 to February 14, 1995 (both dates inclusive) for the debts referred to in sub-paragraph (1) of paragraph 1.
- With respect to the consecutive payments of the interest after the first payment, D is equal to the number of the days from the day of the previous payment to the previous day of the payment (both dates inclusive).

(2)

附属書五

支払猶予商業債務の利子の額の算定方法の算式

 $I = A \times D \times R \times \frac{1}{365}$ 

I:利子の額

A:未決済の債務の額

D:債務が決済されないままに経過した日数

R:年間の利子率

注)

い。 従前の書簡に定める弁済期日から千九百九十五年三月三十日までの間(両期日を含む。)の日数に等し(1) 千九百九十五年三月三十一日における最初の利子の支払に関し、Dは、6⑴にいう債務については、

払の前日までの間(両期日を含む。)の日数に等しい。② 最初の支払の後に引き続き行われる利子の支払に関し、Dは、当該支払に先立つ支払の日から当該支

# 一七三八

# ANNEX V

Numerical formula of the method of calculation of the amount of the interest of the Deferred Commercial Interest

I : The amount of the interest

: The amount of debts unsettled

D : The number of the days the debt has not been settled

R : The rate of interest (per annum)

(NOTE)

- (1) With respect to the first payment of the interest on March 31, 1995, D is equal to the number of the days from the due date stipulated in the Previous Notes to March 30, 1995 (both dates inclusive) for the debts referred to in sub-paragraph (1) of paragraph 6.
- With respect to the consecutive payments of the interest after the first payment, D is equal to the number of the days from the day of the previous payment to the previous day of the payment (both dates inclusive).

(2)

(ペルー側書簡)

書簡をもって啓上いたします。本大臣は、本日付けの閣下の次の書簡を受領したことを確認する光栄を有

(訳文)

します。

(日本側書簡)

本大臣は、更に、閣下の書簡に述べられた了解をペルー共和国政府に代わって確認する光栄を有します。

本大臣は、以上を申し進めるに際し、ここに重ねて閣下に向かって敬意を表します。 千九百九十四年十一月二十八日にリマで

ペルー共和国

経済・財政大臣 ホルヘ・カメット・ディックマン

(Peruvian Note)

Lima, November 28, 1994

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 Peru the understanding set forth in Your Excellency's Note.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

(Signed) Jorge Camet Dickmann Minister of Economy and Finance of the Republic of Peru

His Excellency
Mr. Nobuo Nishizaki
Ambassador Extraordinary
and Plenipotentiary of Japan
to the Republic of Peru

(石油公団関係の債務救済措置に関する日本国政府とベルー共和国政府との間の交換公文)

日本側書簡

簡日 側本側書

おいて到達した次の了解を確認する光栄を有します。一共和国政府の代表者との間で行われた最近の交渉に言及する光栄を有します。本使は、更に、当該交渉に代表者と関係債権諸国政府の代表者との間の協議において到達した結論に基づき日本国政府の代表者とベルー書簡をもって啓上いたします。本使は、千九百九十三年五月四日にパリで開催されたベルー共和国政府の書簡をもって啓上いたします。本使は、千九百九十三年五月四日にパリで開催されたベルー共和国政府の

社(以下「JAPECO」という。)により、日本国の関係法令に従ってとられることになる。1 債務繰延方式による債務救済措置が、石油公団(以下「JNOC」という。)及び日本ベルー石油株式会

措 置 務 済

であって、ベルー共和国政府がJNOC及びJAPECOに対して負うものから成る。 修正を含む。以下「従前の書簡」という。)により行われた取極に従って繰り延べられた次の債務の利子共和国政府との間で交換された書簡(千九百九十四年五月二十七日に両政府間で交換された書簡による2(1) 繰り延べられる債務(以下「繰延債務」という。)は、千九百九十三年四月二日に日本国政府とベルー

の繰 額 賃 務

との間の第三年次取極を承認し、かつ、関係債権諸国が千九百九十三年五月四日にパリでベルー共和月三十日(以下「承認の期限」という。)までに拡大信用供与措置に基づくベルー共和国政府とIMF到来する繰延利子。 ただし、国際通貨基金(以下「IMF」という。)の理事会が、千九百九十五年四〇〇 千九百九十五年四月一日から千九百九十六年三月三十一日までの間(両期日を含む。)に弁済期限の

(Japanese Note)

Lima, November 28, 1994

Excellency,

I have the honour to refer to the recent negotiations between the representatives of the Government of Japan and of the Government of the Republic of Peru that were held on the basis of the conclusions reached during the consultations between the representatives of the Government of the Republic of Peru and of the Governments of the creditor countries concerned held in Paris on May 4, 1993. I have further the honour to confirm the following understanding reached in the course of the said negotiations:

1. A debt relief measure in the form of rescheduling will be taken by Japan National Oil Corporation (hereinafter referred to as "the JNOC") and Japan Peru Oil Co., Ltd. (hereinafter referred to as "the JAPECO") in accordance with the relevant laws and regulations of Japan.

2. (1) The debts to be rescheduled (hereinafter referred to as "the Rescheduled Debts") consist of the following interest on the debts, which have been rescheduled pursuant to the arrangements made by the Notes exchanged between the Government of Japan and the Government of the Republic of Peru on April 2, 1993 as amended by the Notes exchanged between the two Governments on May 27, 1994 (hereinafter referred to as "the Previous Notes") and which are owed by the Government of the Republic of Peru to the JNOC and the JAPECO:

(a) The rescheduling interest having fallen or falling due between April 1, 1994 and March 31, 1995, both dates inclusive; and

(b) The rescheduling interest falling due between April 1, 1995 and March 31, 1996, both dates inclusive, provided that the Executive Board of the International Monetary Fund (hereinafter referred to as "the IMF") has approved by April 30, 1995 (hereinafter referred to as "the date of approval") the third annual arrangement between the Government

和国政府が遵守したと認める場合に限る。国政府の代表者と関係債権諸国政府の代表者によって署名された合意議事録に定める条件をベルー共国政府の代表者と関係債権諸国政府の代表者によって署名された合意議事録に定める条件をベルー共

- 当局の同意を得て修正することができる。② 承認の期限は、関係債権諸国政府の代表者の行う決定に従い日本国政府及びベルー共和国政府の関係
- (八、四五○、四七六、一二五円)から成る。(八、四五○、四七六、一二五円)から成る。(八、四五○、四七六、一二五円)から成る。(八、四五○、四七六、一二五円)から成る。(八、四五○、四七六、一十億九千六百五十六万百七十六円(一一、七九六、五六○、一七六円)にな
- がある。 
   のが行う最終的照合の後に日本国政府及びペルー共和国政府の関係当局間の合意により修正されることのが行う最終的照合の後に日本国政府及びペルー共和国政府の関係当局と他方においてJNOC及びJAPEC
- (1) 繰延債務の各々は、次の計画に従って支払われる。

- of the Republic of Peru and the IMF under the Extended Fund Facility, and that the creditor countries concerned determine that the Government of the Republic of Peru has complied with the condition set out in the Agreed Minute signed by the representatives of the Government of the Republic of Peru and of the Governments of the creditor countries concerned in Paris on May 4, 1993.
- (2) The date of approval may be modified with the consent of the authorities concerned of the Government of Japan and of the Government of the Republic of Peru in accordance with the decision to be made by the representatives of the Governments of the creditor countries concerned.
- (3) The total amount of the Rescheduled Debts is eleven billion seven hundred ninety-six million five hundred sixty thousand one hundred and seventy-six yen (\*\*11,796,560,176), which consists of the debts to the JNOC amounting to three billion three hundred forty-six million eighty-four thousand and fifty-one yen (\*\*3,346,084,051) and the debts to the JAPECO amounting to eight billion four hundred fifty million four hundred seventy-six thousand one hundred and twenty-five yen (\*\*8,450,476,125).
- (4) Modifications may be made to the total amount referred to in sub-paragraph (3) above by agreement between the authorities concerned of the Government of Japan and of the Government of the Republic of Peru, after the final verification to be made by the authorities concerned of the Government of the Republic of Peru on the one hand and the JNOC and the JAPECO on the other.
- 3. The terms and conditions of the rescheduling will be stipulated in rescheduling agreements to be concluded between the Government of the Republic of Peru on the one hand and the JNDC and the JAPECO on the other (hereinafter referred to as "the Rescheduling Agreements"), which will contain, inter alia, the following principles:
- (1) Each of the Rescheduled Debts will be paid in accordance with the following schedule.
- (a) The payment of the debts to the JNOC will be made in fourteen (14) equal semi-annual installments beginning on February 15, 2003.
- (b) The payment of the debts to the JAPECO will be made in twenty-two (22) equal semi-annual installments beginning on February 15, 2009.

議

ペルーとの四の債務救済措置取極

- ② 繰延債務に対してそれぞれ弁済期日から適用される利子率は、年四・九パーセントとする。
- れ、その利子率は、3②にいう利子率と同等の率とする。 払により支払われることが確認される。その利子の額に対して千九百九十五年一月一日から利子が課さ生ずる繰延債務の利子に関し、五十パーセントは、千九百九十六年九月三十日に始まる十回の均等半年賦4 千九百九十三年一月一日から千九百九十四年十二月三十一日までの間(両期日を含む。)に生じたか又は
- て支払われることが確認される。 下「支払猶予債務」と総称する。)は、千九百九十六年九月三十日に始まる十二回の均等半年賦払によっ下「支払猶予債務」と総称する。)は、千九百九十六年九月三十日に始まる十二回の均等半年賦払によっ5(1) 従前の書簡4の規定に従って支払を猶予された債務及び当該債務に対する利子から成る次の債務(以
- 到来したか又は到来する支払猶予債務 (回) 千九百九十四年四月一日から千九百九十五年三月三十一日までの間 (両期日を含む。)に弁済期限の
- 到来する支払猶予債務。ただし、2⑴匂に定める条件を満たした場合に限る。(6)千九百九十五年四月一日から千九百九十六年三月三十一日までの間(両期日を含む。)に弁済期限の
- ② 支払猶予債務に対して弁済期日から適用される利子率は、年四・九パーセントとする。
- ③ ① 切の規定の適用上、2 ②の規定は、引き続き適用される。
- 極の継続又は修正について討議するための協議が行われる。債権諸国政府の代表者が新たな結論に到達した場合には、日本国政府とベルー共和国政府との間でこの取債・ベルーの債務(この取極が対象とする債務を含む。)の再編に関してベルー共和国政府の代表者及び関係

本使は、閣下が前記の了解をペルー共和国政府に代わって確認されれば幸いであります。

(2) The rate of interest on the Rescheduled Debts will be four point nine per cent (4.9%) per annum beginning respectively from the due dates.

七四二

- 4. It is confirmed that, with regard to the interest on the Rescheduled Debts, having accrued or accruing during the period between January 1, 1993 and December 31, 1994, both dates inclusive, fifty per cent (50%) will be paid in ten (10) equal semi-annual installments beginning on September 30, 1996. Interest, the rate of which is the same as that referred to in sub-paragraph (2) of paragraph 3, will be charged on those amounts beginning from January 1, 1995.
- 5. (1) It is confirmed that the following debts consisting of the debts deferred pursuant to the provisions of the paragraph 4 of the Previous Notes and interest thereon (hereinafter jointly referred to as "the Deferred Debts") will be paid in twelve (12) equal semi-annual installments beginning on September 30, 1996:
- (a) The Deferred Debts having fallen or falling due between April 1, 1994 and March 31, 1995, both dates inclusive; and
- (b) The Deferred Debts falling due between April 1. 1995 and March 31, 1996, both dates inclusive, provided that the conditions set out in (b) of subparagraph (1) of paragraph 2 are fulfilled.
- (2) The rate of interest on the Deferred Debts will be four point nine per cent (4.9%) per annum beginning from the due dates.
- (3) For the purpose of (b) of sub-paragraph (1) above, the provisons of sub-paragraph (2) of paragraph will remain applicable.
- 6. If the representative of the Government of the Republic of Peru and the representatives of the Republic of Peru and the representatives of the Republic of the creditor countries concerned come to a new conclusion in connection with reorganization of the Peruvian debts including the debts covered by the present arrangements, consultations will be held between the Government of Japan and the Government of the Republic of Peru, in order to discuss the matter of continuation or modification of the present arrangements.
- I should be grateful if Your Excellency would confirm the foregoing understanding on behalf of the Government of the Republic of Peru.

本使は、以上を申し進めるに際し、ここに重ねて閣下に向かって敬意を表します。 千九百九十四年十一月二十八日にリマで

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

ペルー共和国駐在

日本国特命全権大使 西崎信朗

ペルー共和国

経済・財政大臣 ホルヘ・カメット・ディックマン閣下

His Excellency
Mr. Jorge Camet Dickmann
Minister of Economy and Finance
of the Republic of Peru

(Signed) Nobuo Nishizaki
Ambassador Extraordinary
and Plenipotentiary of Japan
to the Republic of Peru

(ペルー側書簡)

(訳文)

します。 書簡をもって啓上いたします。本大臣は、本日付けの閣下の次の書簡を受領したことを確認する光栄を有

(日本側書簡)

本大臣は、更に、閣下の書簡に述べられた了解をペルー共和国政府に代わって確認する光栄を有します。

千九百九十四年十一月二十八日にリマで

本大臣は、以上を申し進めるに際し、ここに重ねて閣下に向かって敬意を表します。

経済・財政大臣 ホルヘ・カメット・ディックマン

ペルー共和国駐在

日本国特命全権大使 西崎信朗閣下

Lima, November 28, 1994

(Peruvian Note)

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 Peru the understanding set forth in Your Excellency's Note.

I avail myself of this opportunity to renew to Your Excellency the assurance of my highest consideration.

(Signed) Jorge Camet Dickmann
Minister of Economy and Finance
of the Republic of Peru

His Excelllency Mr. Nobuo Nishizaki Ambassador Extraordinary and Plenipotentiary of Japan to the Republic of Peru

済を繰り延べることについての両政府の了解を確認したものである。 これらの取極は、我が国に対するペルーの債務の元本及び利子のうち一定のものにつき、その返