

◎幹線道路改修計画のための贈与に関する日本国政府とエティオピア連邦民主共和国政府との間の交換公文

(略称) エティオピアとの幹線道路改修計画のための贈与取極

平成	十年	九月	七日	アデイス・アベバで
平成	十年	九月	七日	効力発生
平成	十年十二月		七日	告示

(外務省告示第五五三号)

概要

- 1 援助の目的及び内容 幹線道路改修計画を実施するために必要な道路の改修(第一工事区分)に必要な生産物及び役務の供与
- (a) 前記(a)の生産物の輸送に必要な役務の供与
- (b) 道路の改修(第二工事区分)のための詳細設計に必要な役務の供与
- (c) 贈与の限度額 十二億七千万円
- 2 贈与の使用期限 平成十一年三月三十一日
- 3 署名者
- 4 日 本 側 野上武久在エティオピア大使
エティオピア側 ギルマ・ブル経済開発・協力大臣

(Japanese Note)

Addis Ababa, September 7, 1998

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 Federal Democratic Republic of Ethiopia 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 Rehabilitation of Trunk Road (hereinafter referred to as "the Project") by the Government of the Federal Democratic Republic of Ethiopia, the Government of Japan will extend to the Government of the Federal Democratic Republic of Ethiopia, in accordance with the relevant laws and regulations of Japan, a grant up to one billion two hundred and seventy-one million yen (¥1,271,000,000) (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, 1999, unless the period is extended by mutual agreement between the authorities concerned of the two Governments.

3. (1) A part of the Grant, up to one billion one hundred and four million yen (¥1,104,000,000), will be used by the Government of the Federal Democratic Republic of Ethiopia properly and exclusively for the purchase of the products of Japan or the services of Japanese or Ethiopian 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 Ethiopian physical or juridical persons in the case of Ethiopian nationals.)

(a) products and services necessary for the reconstruction of a road (hereinafter referred to as "the Facility"); and

(b) services necessary for the transportation of the products referred to in (a) above to ports in the Federal Democratic Republic of Ethiopia, and those for internal transportation therein;

(2) A part of the Grant, up to one hundred and sixty-seven million yen (¥167,000,000), will be used by the Government of the Federal Democratic Republic of Ethiopia

properly and exclusively for the purchase of the services of Japanese nationals listed below (The term "Japanese nationals" whenever used in the present arrangements means Japanese physical persons or Japanese juridical persons controlled by Japanese physical persons.):

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

(3) Notwithstanding the provisions of sub-paragraph (1) above, when the two Governments deem it necessary, the Grant may be used for the purchase of products of the kind mentioned in (a) of sub-paragraph (1) above, which are products of countries other than Japan or the Federal Democratic Republic of Ethiopia 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 Federal Democratic Republic of Ethiopia.

4. The Government of the Federal Democratic Republic of Ethiopia 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 Federal Democratic Republic of Ethiopia 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 Federal Democratic Republic of Ethiopia in a bank of Japan designated by the Government of the Federal Democratic Republic of Ethiopia 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 Federal Democratic Republic of Ethiopia 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 Federal Democratic Republic of Ethiopia or its designated authority.

6. (1) The Government of the Federal Democratic Republic of Ethiopia will take necessary measures:

- (a) to secure a lot of land necessary for the reconstruction of the Facility 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 Federal Democratic Republic of Ethiopia 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 Federal Democratic Republic of Ethiopia 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 Federal Democratic Republic of Ethiopia and stay therein for the performance of their work;
- (f) to ensure that the Facility reconstructed under the Grant be maintained and used properly and effectively for the execution of the Project;
- (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 the products purchased under the Grant, the Government of the Federal Democratic Republic of Ethiopia 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 Federal Democratic Republic of Ethiopia.
- 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 Federal Democratic Republic of Ethiopia 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) Takenisa Nogami
Ambassador Extraordinary
and Plenipotentiary of Japan
to the Federal Democratic
Republic of Ethiopia

His Excellency
Ato Girma Birru
Minister of Economic
Development and Cooperation
of the Federal Democratic
Republic of Ethiopia

(Ethiopian Note)

Addis Ababa, September 7, 1998

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 Federal Democratic Republic of Ethiopia 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) Girma Birru
Minister of Economic
Development and Cooperation
of the Federal Democratic
Republic of Ethiopia

His Excellency
Mr. Takenisa Nogami
Ambassador Extraordinary
and Plenipotentiary of Japan
to the Federal Democratic
Republic of Ethiopia

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