

◎第三次マレ島護岸建設計画のための贈与に関する日本国政府とモルディブ共和国政府との間の交換公文

(略称) モルディブとの第三次マレ島護岸建設計画のための贈与取極

平成	十年	五月	十三日	コロンボで
平成	十年	五月	十三日	効力発生
平成	十年	九月	七日	告示

(外務省告示第三九〇号)

概 要

1 援助の目的及び内容 第三次マレ島護岸建設計画を実施するために必要な

(a) マレ島南岸護岸及び関連施設の建設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 十三億八千万円

(平成十年度 四億九千八百万円)

(平成十一年度 八億八千二百万円)

3 贈与の使用期限

平成十一年三月三十一日まで (平成十年度分)

平成十二年三月三十一日まで (平成十一年度分)

4 署名者

日 本 側 杉山洋二在モルディブ大使

モルディブ側 アブドゥル・アジーズ・ユースフ在スリ・ランカ モルディブ高等弁務官

(Japanese Note)

Colombo, May 13, 1998

Excellency,

I have the honour to refer to the Exchange of Notes dated February 2, 1998, between the Government of Japan and the Government of the Republic of Maldives concerning Japanese economic cooperation for the execution of the project for the Seawall construction in Male' Island (Phase II) (hereinafter referred to as "the Project").

I have further the honour to refer to the recent discussions held between the representatives of the two Governments concerning additional 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 further to the execution of the Project by the Government of the Republic of Maldives, the Government of Japan will extend to the Government of the Republic of Maldives, in accordance with the relevant laws and regulations of Japan, a grant up to one billion three hundred and eighty million Yen (¥1,380,000,000) (hereinafter referred to as "the Grant").

2. The Grant will, in accordance with the relevant laws and regulations of Japan, be made available during each of the following periods within the limit of the corresponding amount for each term, unless such period is extended by mutual agreement between the authorities concerned of the two Governments:

(1) term I

period between the date of coming into force of the present arrangements and March 31, 1999;
four hundred and ninety-eight million Yen (¥498,000,000).

(2) term II

period between April 1, 1999 and March 31, 2000;
eight hundred and eighty-two million Yen (¥882,000,000).

3. (1) The Grant will be used by the Government of the Republic of Maldives properly and exclusively for the purchase of the products of Japan or the Republic of Maldives and the services of Japanese or Maldivian 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 Maldivian physical or juridical persons in the case of Maldivian nationals.)

(a) products and services necessary for the Construction of Seawall at the Southcoast of Male' Island and related facilities (hereinafter jointly referred to as "the Facilities"); and

(b) services necessary for the transportation of the products referred to in (a) above to ports in the Republic of Maldives, 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) of sub-paragraph (1) above, which are products of countries other than Japan or the Republic of Maldives 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 Maldives.

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

6. (1) The Government of the Republic of Maldives 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 Maldives and internal transportation therein of the products purchased under the Grant;
 - (d) to meet the charge of customs duties, internal taxes and other fiscal levies which may be imposed in the Republic of Maldives 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 Maldives and stay therein for the performance of their work;
 - (f) to ensure that the Facilities constructed 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 the products purchased under the Grant, the Government of the Republic of Maldives 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 Maldives.

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 Maldives 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) Yoji Sugiyama
Ambassador Extraordinary
and Plenipotentiary of Japan
to the Republic of Maldives

His Excellency
Mr. Abdul Azeez Yoosuf
High Commissioner
of the Republic of Maldives
to the Democratic Socialist
Republic of Sri Lanka

(Maldivian Note)

Colombo, May 13, 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 Republic of Maldives 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) Abdul Azeez Yoosuf
High Commissioner
of the Republic of Maldives
to the Democratic Socialist
Republic of Sri Lanka

His Excellency
Mr. Yoji Sugiyama
Ambassador Extraordinary
and Plenipotentiary of Japan
to the Republic of Maldives