

◎食糧援助に関する日本国政府とネパール王国政府との間の交換公文

(略称) ネパールとの食糧援助取極

平成	十年	四月	十三日	カトマンドウで
平成	十年	四月	十三日	効力発生
平成	十年	九月	七日	告示

(外務省告示第三八九号)

概要

- 1 援助の目的及び内容 千九百九十五年の食糧援助規約に関連して行われる小麦及びその輸送に必要な役務の供与
- 2 贈与の限度額 五億八千七百万円
- 3 贈与の使用期限 平成十一年三月三十一日まで
- 4 署名者
日本側 柳瀬友彦在ネパール大使
ネパール側 ラーム・ビノード・バッタライ大蔵次官

(Japanese Note)

Katmandu, April 13, 1998

Dear Mr. Bhattarai,

I have the honour to refer to the recent discussions held between the representatives of the Government of Japan and of His Majesty's Government of Nepal concerning Japanese economic cooperation to be extended in connection with the Food Aid Convention, 1995, and to propose on behalf of the Government of Japan the following arrangements:

1. The Government of Japan will extend to His Majesty's Government of Nepal, in accordance with the relevant laws and regulations of Japan, a grant up to five hundred and eighty-seven million yen (¥587,000,000) (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. The Grant will be used by His Majesty's Government of Nepal properly and exclusively for the purchase of the Vietnamese, Canadian and/or Australian wheat and the services necessary for the transportation of that wheat from ports in the Socialist Republic of Viet Nam, Canada and/or Australia to the Kingdom of Nepal, and those for internal transportation therein.
4. His Majesty's Government of Nepal or its designated authority will enter into contracts in Japanese yen with Japanese nationals for the purchase of the wheat and services referred to in paragraph 3. Such contracts shall be verified by the Government of Japan to be eligible for the Grant. (The term "Japanese nationals" whenever used in the present arrangements means Japanese physical persons or Japanese juridical persons controlled by Japanese physical persons.)
5. (1) The Government of Japan will execute the Grant by making payments in Japanese yen to cover the obligations incurred by His Majesty's Government of Nepal 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 His Majesty's Government of Nepal in a bank of Japan designated by His Majesty's Government of Nepal 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 His Majesty's Government of Nepal 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 His Majesty's Government of Nepal or its designated authority.
6. (1) His Majesty's Government of Nepal will take necessary measures:
 - (a) to ensure prompt customs clearance and internal transportation in the Kingdom of Nepal of the wheat purchased under the Grant;
 - (b) to exempt Japanese nationals from customs duties, internal taxes and other fiscal levies which may be imposed in the Kingdom of Nepal with respect to the supply of the wheat and services under the Verified Contracts;
 - (c) to ensure that the wheat purchased under the Grant will make effective contribution to the stabilization and development of the Nepalese economy; and
 - (d) to bear all the expenses, other than those to be borne by the Grant, necessary for the execution

of the Grant including the transportation of the wheat referred to in paragraph 3.

(2) With regard to the shipping and marine insurance of wheat purchased under the Grant, His Majesty's Government of Nepal will refrain from imposing any restrictions that may hinder fair and free competition among the shipping and marine insurance companies.

(3) The wheat purchased under the Grant shall not be re-exported from the Kingdom of Nepal.

7. (1) His Majesty's Government of Nepal will deposit in Nepalese currency at least an amount equivalent to two-thirds of the amount paid from the yen disbursement with respect to the purchase of the wheat referred to in paragraph 3, which is the F.O.B. of the wheat, in an account to be opened in its name in the Nepal Rastra Bank. The deposit shall be made within the period of three years from the date of coming into force of the present arrangements, unless otherwise agreed between the authorities concerned of the two Governments.

(2) The currency thus deposited shall be utilized for economic and social development purposes, including food production, in the Kingdom of Nepal.

(3) The authorities concerned of the two Governments will consult with each other about the utilization of the currency deposited.

8. Further procedural details for the implementation of the present arrangements will be agreed upon through consultation between the authorities concerned of the two Governments.

9. 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 Note in reply confirming on behalf of His Majesty's Government of Nepal the foregoing arrangements shall be regarded as constituting an agreement between the two Governments, which will enter

into force on the date of your reply.

I avail myself of this opportunity to renew to you the assurance of my high consideration.

(Signed) Tomohiko Yanase
Ambassador Extraordinary
and Plenipotentiary of Japan
to the Kingdom of Nepal

Mr. Ram Binod Bhattarai
Secretary
Ministry of Finance
of the Kingdom of Nepal

(Nepalese Note)

Kathmandu, April 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
His Majesty's Government of Nepal 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) Ram Binod Bhattarai
Secretary
Ministry of Finance
of the Kingdom of Nepal

His Excellency
Mr. Tomohiko Yanase
Ambassador Extraordinary
and Plenipotentiary of Japan
to the Kingdom of Nepal