

◎第二次プノンペン市電力供給施設改善計画のための贈与に関する日本国政府とカンボディア王国政府との間の交換公文

(略称) カンボディアとの第二次プノンペン市電力供給施設改善計画のための贈与取極

平成 十一年 六月 十五日 プノンペンで
平成 十一年 六月 十五日 効力発生
平成 十二年 一月 十九日 告示

(外務省告示第三六号)

概要

1 援助の目的及び内容 第二次プノンペン市電力供給施設改善計画を実施するために必要な

(a) 電力供給施設の改修及び建設に必要な生産物及び役務の供与

(b) 機材及びその据付けに必要な役務の供与

(c) 前記(a)及び(b)の生産物の輸送に必要な役務の供与

2 贈与の限度額 三十三億八千三百万円

(平成十一年度 十二億三千五百万円)

(平成十二年度 十七億八千八百万円)

(平成十三年度 三億六千万円)

3 贈与の使用期限

平成十二年三月三十一日まで (平成十一年度分)

平成十三年三月三十一日まで (平成十二年度分)

平成十四年三月三十一日まで (平成十三年度分)

カンボディアとの第二次プノンペン市電力供給施設改善計画のための贈与取極

4 署名者

日 本 側 斎藤正樹在カンボディア大使

カンボディア側 ハオ・ナムホン上級大臣兼外務・国際協力大臣

(Japanese Note)

Phnom Penh, June 15, 1999

Excellency,

I have the honour to refer to the Exchange of Notes dated December 24, 1998, between the Government of Japan and the Royal Government of Cambodia concerning Japanese economic cooperation for the execution of the project for Rehabilitation and Upgrading of Electricity Supply Facilities in Phnom Penh (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 Royal Government of Cambodia, the Government of Japan will extend to the Royal Government of Cambodia, in accordance with the relevant laws and regulations of Japan, a grant up to three billion three hundred and eighty-three million yen (¥3,383,000,000) (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, 2000;
one billion two hundred and thirty-five million yen (¥1,235,000,000).

(2) term II

period between April 1, 2000 and March 31, 2001;
one billion seven hundred and eighty-eight million yen (¥1,788,000,000).

(3) term III

period between April 1, 2001 and March 31, 2002;
three hundred and sixty million (¥360,000,000)

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

(a) products and services necessary for the rehabilitation and construction of electricity supply facilities (hereinafter referred to as "the Facilities");

(b) equipment necessary for the execution of the Project and services necessary for the installation thereof; and

(c) services necessary for the transportation of the products referred to in (a) and (b) above to ports in the Kingdom of Cambodia, 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) and (b) of sub-paragraph (1) above, which are products of countries other than Japan or the Kingdom of Cambodia and the services of the kind mentioned in (a), (b) and (c) of sub-paragraph (1) above, which are services of nationals of countries other than Japan or the Kingdom of Cambodia.

4. The Royal Government of Cambodia 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 Royal Government of Cambodia 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 Royal Government of Cambodia in a bank of Japan designated by the Royal Government of Cambodia 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 Royal Government of Cambodia 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 Royal Government of Cambodia or its designated authority.

6. (1) The Royal Government of Cambodia will take necessary measures:

(a) to secure lots of land necessary for the rehabilitation and construction of the Facilities and to clear the sites;

(b) to provide facilities for distribution of electricity, water supply and drainage and other incidental facilities outside the sites;

(c) to ensure prompt unloading and customs clearance at ports of disembarkation in the Kingdom of Cambodia 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 Kingdom of Cambodia 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 Kingdom of Cambodia and stay therein for the performance of their work;

(f) to ensure that the Facilities rehabilitated and constructed and the products purchased 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 Royal Government of Cambodia 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 Kingdom of Cambodia.

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 Royal Government of Cambodia 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) Masaki Saito
Ambassador Extraordinary
and Plenipotentiary of Japan
to the Kingdom of Cambodia

His Excellency
Mr. Hor Namhong
Senior Minister
Minister of Foreign Affairs
and International Cooperation
of the Kingdom of Cambodia

(Cambodian Note)

Phnom Penh, June 15, 1999

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 Royal Government of Cambodia 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) Hor Namhong
Senior Minister
Minister of Foreign Affairs
and International Cooperation
of the Kingdom of Cambodia

His Excellency
Mr. Masaki Saito
Ambassador Extraordinary
and Plenipotentiary of Japan
to the Kingdom of Cambodia