

◎食糧増産援助に関する日本国政府とマケドニア旧ユーゴスラヴィア共和国政府との間の交換公文

(略称) マケドニア旧ユーゴスラヴィア共和国との食糧増産援助取極

平成 十一年 六月 四日 ウイーンで
平成 十一年 六月 四日 効力発生
平成 十二年 一月 十一日 告示

(外務省告示第一七号)

概 要

- 1 援助の目的及び内容 食糧生産の増大に寄与するための農業物資及びその輸送に必要な役務の供与
- 2 贈与の限度額 四億五千万円
- 3 贈与の使用期限 平成十二年三月三十一日まで
- 4 署名者

日 本 側 三田村秀人在マケドニア旧ユーゴスラヴィア共和国臨時代理大使

マケドニア旧ユーゴスラヴィア共和国側 オグネン・マレスキー在オーストリア マケドニア旧ユーゴ

スラヴィア共和国大使

(Japanese Note)

Vienna, June 4, 1999

Excellency,

I have the honour to refer to the recent discussions held between the representatives of my Government and of your Government 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 my Government the following arrangements:

1. For the purpose of contributing to the increase of food production in your country, my Government will extend to your Government, in accordance with the relevant laws and regulations of my country, a grant up to four hundred and fifty million yen (¥450,000,000) (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, 2000, unless the period is extended by mutual agreement between the authorities concerned of the two Governments.
3. (1) The Grant will be used by your Government properly and exclusively for the purchase of the products of my country and the services listed below:
 - (a) fertilizer, agricultural machinery and equipment, and services relating to the procurement thereof; and
 - (b) services necessary for the transportation of the products referred to in (a) above to your country 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 eligible source countries other than my country.
4. Your Government 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 my Government 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) My Government will execute the Grant by making payments in Japanese yen to cover the obligations incurred by your Government 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 your Government in a bank of my country designated by your Government 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 my Government under an authorization to pay issued by your Government 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 my Government 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 your Government or its designated authority.

6. (1) Your Government will take necessary measures:

- (a) to ensure prompt customs clearance and internal transportation in your country of the products purchased under the Grant;
 - (b) to exempt Japanese nationals from customs duties, internal taxes and other fiscal levies which may be imposed in your country with respect to the supply of the products and services under the Verified Contracts;
 - (c) to ensure that the products purchased under the Grant will make effective contribution to the increase of food production and eventually to the stabilization and development of the Macedonian economy; and
 - (d) to bear all the expenses, other than those covered by the Grant, necessary for the execution of the Grant.
- (2) With regard to the shipping and marine insurance of the products purchased under the Grant, your Government 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 your country.

7. (1) Your Government will deposit in Macedonian currency an amount equivalent to the yen disbursement paid with respect to the purchase of the products referred to in (a) of sub-paragraph (1) of paragraph 3 in an account to be opened in its name in National Bank in your country. The deposit shall be made within the period of four 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 the purposes of economic and social development, including agricultural, forestry and/or fisheries development, and the increase of food production in your country.

(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 Excellency's Note in reply confirming on behalf of your Government 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) Hideto Mitamura
Chargé d'Affaires ad interim
of Japan
to the Former Yugoslav Republic
of Macedonia

His Excellency
Mr. Ogden Maleski
Ambassador Extraordinary
and Plenipotentiary
of the Former Yugoslav Republic
of Macedonia
to the Republic of Austria

(Macedonian Note)

Vienna, June 4, 1999

Sir,

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

"(Japanese Note)"

I have further the honour to confirm on behalf of my Government the foregoing arrangements and to agree that your 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 you the assurance of my high consideration.

(Signed) Ognjen Maleski
Ambassador Extraordinary
and Plenipotentiary
of the Former Yugoslav Republic
of Macedonia
to the Republic of Austria

Mr. Hideto Mitamura
Chargé d'Affaires ad interim
of Japan
to the Former Yugoslav Republic
of Macedonia