

◎国立結核研究所設立計画のための贈与に関する日本国政府とフィリピン共和国政府との間の交換公文

(略称) フィリピンとの国立結核研究所設立計画のための贈与取極

平成	十二年	十月	十一日	マニラで
平成	十二年	十月	十一日	効力発生
平成	十三年	七月	三日	告示

(外務省告示第一九三号)

概要

- 1 援助の目的及び内容 国立結核研究所設立計画を実施するために必要な
(a) 国立結核研究所の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) 車両及びその調達に必要な役務の供与
(d) 前記(a)、(b)及び(c)の生産物の輸送に必要な役務の供与
- 2 贈与の限度額 四億千五百万円
- 3 贈与の使用期限 平成十三年三月三十一日まで
- 4 署名者
日 本 側 荒義尚在フィリピン大使
フィリピン側 ドミンゴ・L・シアゾン外務長官

(Japanese Note)

Manila, October 11, 2000

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 Republic of the Philippines 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 Establishment of the National Tuberculosis Reference Laboratory (hereinafter referred to as "the Project") by the Government of the Republic of the Philippines, the Government of Japan will extend to the Government of the Republic of the Philippines, in accordance with the relevant laws and regulations of Japan, a grant up to four hundred and fifteen million yen (¥415,000,000) (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, 2001, unless the period is extended by mutual agreement between the authorities concerned of the two Governments.

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

(a) products and services necessary for the construction of the National Tuberculosis Reference Laboratory (hereinafter referred to as "the Facility");

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

(c) a vehicle necessary for the execution of the Project and services necessary for the procurement thereof; and

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

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

6. (1) The Government of the Republic of the Philippines will take necessary measures:

- (a) to secure a lot of land necessary for the construction 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 Republic of the Philippines and internal transportation therein of the products purchased under the Grant;
 - (d) 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 the Philippines and stay therein for the performance of their work;
 - (e) to ensure that the Facility constructed and the products purchased under the Grant be maintained and used properly and effectively for the execution of the Project; and
 - (f) to bear all the expenses, other than those covered by the Grant, necessary for the execution of the Project.
- (2) (a) The Government of the Republic of the Philippines will exempt Japanese nationals from all duties and related fiscal charges which may be imposed in the Republic of the Philippines with respect to the import of the products and services supplied under the Verified Contracts;
- (b) The Government of the Republic of the Philippines will, by itself or through its executing agencies, assume all fiscal levies and taxes imposed in the Republic of the Philippines on Japanese nationals with respect to the payment carried out for and the income accruing from the supply of the products and services under the Verified Contracts; and
- (c) In connection with sub-paragraph (a) and (b), the Government of the Republic of the Philippines or its executing agencies will be responsible for the prompt liquidation or settlement of such fiscal levies, duties, taxes and other similar charges.

(3) With regard to the shipping and marine insurance of the products purchased under the Grant, the Government of the Republic of the Philippines will refrain from imposing any restrictions that may hinder fair and free competition among the shipping and marine insurance companies.

(4) The products purchased under the Grant shall not be re-exported from the Republic of the Philippines.

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 the Philippines 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) Yoshinisa Ara
Ambassador Extraordinary
and Plenipotentiary of Japan
to the Republic of the Philippines

His Excellency
Mr. Domingo L. Siazon, Jr.
Secretary of Foreign Affairs
Department of Foreign Affairs
of the Republic of the Philippines

(Philippine Note)

Manila, October 11, 2000

Excellency,

I have the honor to acknowledge the receipt of Your Excellency's Note of today's date, which reads as follows:

"(Japanese Note)"

I have further the honor to confirm on behalf of the Government of the Republic of the Philippines 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 assurances of my highest consideration.

(Signed) Domingo L. Siazon, Jr.
Secretary of Foreign Affairs
Department of Foreign Affairs
of the Republic of the Philippines

His Excellency
Mr. Yoshihisa Ara
Ambassador Extraordinary
and Plenipotentiary of Japan
to the Republic of the Philippines