

◎初等学校建設計画のための贈与に関する日本国政府とボスニア・ヘルツェゴヴィナ政府との間の交換公文

(略称) ボスニア・ヘルツェゴヴィナとの初等学校建設計画のための贈与
取極

平成 十三年 七月 五日 サライエヴォで
平成 十三年 七月 五日 効力発生
平成 十四年 二月 十八日 告示

(外務省告示第三〇号)

概要

- 1 援助の目的及び内容 初等学校建設計画を実施するために必要な
(a) 学校校舎及び関連施設の建設に必要な生産物及び役務の供与
(b) 機材及びその調達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 九億九千二百万円
- 3 贈与の使用期限 平成十四年三月三十一日まで
- 4 署名者
- 日 本 側 伊集院明夫在ボスニア・ヘルツェゴヴィナ大使
ボスニア・ヘルツェゴヴィナ側 ブラトコ・ラグムジヤ外務大臣

(Japanese Note)

Sarajevo, July 5, 2001

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 Bosnia and Herzegovina concerning economic cooperation of Japan 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 Construction of Basic Schools (hereinafter referred to as "the Project") by the Government of Bosnia and Herzegovina, the Government of Japan will extend to the Government of Bosnia and Herzegovina, in accordance with the relevant laws and regulations of Japan, a grant up to nine hundred and ninety-two million yen (¥992,000,000) (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, 2002, 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 Bosnia and Herzegovina properly and exclusively for the purchase of the products of Japan or Bosnia and Herzegovina and the services of nationals of Japan or of Bosnia and Herzegovina listed below: (The term "nationals" whenever used in the present arrangements means physical persons of Japan or juridical persons of Japan controlled by physical persons of Japan in the case of nationals of Japan and physical or juridical persons of Bosnia and Herzegovina in the case of nationals of Bosnia and Herzegovina.)

(a) products and services necessary for the construction of schools and their related facilities (hereinafter jointly referred to as "the facilities");

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

(c) services necessary for the transportation of the products referred to in (a) and (b) above to Bosnia and Herzegovina 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 Bosnia and Herzegovina 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 Bosnia and Herzegovina.

4. The Government of Bosnia and Herzegovina or its designated authority will enter into contracts in Japanese yen with nationals of Japan 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 Bosnia and Herzegovina 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 Bosnia and Herzegovina in a bank of Japan designated by the Government of Bosnia and Herzegovina 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 Bosnia and Herzegovina 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 nationals of Japan 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 Bosnia and Herzegovina or its designated authority.

6. (1) The Government of Bosnia and Herzegovina will take necessary measures:

(a) to secure lots of land necessary for the 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 customs clearance and internal transportation in Bosnia and Herzegovina of the products purchased under the Grant;

(d) to exempt nationals of Japan from customs duties, internal taxes and other fiscal levies which may be imposed in Bosnia and Herzegovina with respect to the supply of the products and services under the Verified Contracts;

(e) to accord nationals of Japan 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 Bosnia and Herzegovina and stay therein for the performance of their work;

(f) to ensure that the facilities 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 Government of Bosnia and Herzegovina 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 Bosnia and Herzegovina.

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 Bosnia and Herzegovina 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 extend to Your Excellency the assurance of my highest consideration.

(Signed) Akio Ijūin
Ambassador Extraordinary
and Plenipotentiary of Japan
to Bosnia and Herzegovina

His Excellency
Dr. Zlatko Lagumdžija
Minister of Foreign Affairs
of Bosnia and Herzegovina

(Note of Bosnia and Herzegovina)

Sarajevo, July 5, 2001

Excellency,

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

"(Note of Japan)"

I have further the honour to confirm on behalf of the Government of Bosnia and Herzegovina 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 extend to Your Excellency the assurance of my highest consideration.

(Signed) Zlatko Lagumdzija
Minister of Foreign Affairs
of Bosnia and Herzegovina

His Excellency
Mr. Akio Ijūin
Ambassador Extraordinary
and Plenipotentiary of Japan
to Bosnia and Herzegovina