

◎南コンボ地区水産振興計画のための贈与に関する日本国政府とガンビア共和国政府との間の交換公文

(略称) ガンビアとの南コンボ地区水産振興計画のための贈与取極

平成 十三年十二月 十一日 ダカールで
平成 十三年十二月 十一日 効力発生
平成 十四年 五月二十二日 告示

(外務省告示第二〇三号)

概 要

- 1 援助の目的及び内容 南コンボ地区水産振興計画を実施するために必要な
 (a) 鮮魚取扱棟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 八億八千二百万円
- 3 贈与の使用期限 平成十四年十二月十日まで
- 4 署名者
 日 本 側 古屋昭彦在ガンビア大使
 ガンビア側 バイ・ウスマン・セッカ在セネガル ガンビア高等弁務官

(Japanese Note)

Dakar, December 11, 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 the Republic of The Gambia 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 Improvement of Artisanal Coastal Fisheries in the Kombo South District (hereinafter referred to as "the Project") by the Government of the Republic of The Gambia, the Government of Japan will extend to the Government of the Republic of The Gambia, in accordance with the relevant laws and regulations of Japan, a grant up to eight hundred and eighty-two million yen (¥882,000,000) (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 December 10, 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 the Republic of The Gambia properly and exclusively for the purchase of the products of Japan or the Republic of The Gambia and the services of Japanese or Gambian 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 Gambian physical or juridical persons in the case of Gambian nationals.)

(a) products and services necessary for the construction of a fresh fish handling building and other related facilities (hereinafter jointly referred to as "the Facilities");

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

(c) vehicles, 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 Gambia, 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 Gambia 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 Gambia.

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

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

- (a) to secure a lot of land necessary for the construction of the Facilities 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 Gambia 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 Republic of The Gambia 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 Republic of The Gambia 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 the Republic of The Gambia 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 Republic of The Gambia.

7. (1) The Government of the Republic of The Gambia will deposit in Gambian currency in an account to be opened in its name in The Trust Bank at least an amount equivalent to two-thirds of the yen disbursement paid with respect to the purchase of the products enumerated in a list to be

mutually agreed upon between the authorities concerned of the two Governments. 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 in the Republic of The Gambia.

(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 the Government of the Republic of The Gambia 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) Akhiko Furuya
Ambassador Extraordinary
and Plenipotentiary of Japan
to the Republic of The Gambia

His Excellency
Mr. Bai Ousman Secka
High Commissioner
of the Republic of The Gambia
to the Republic of Senegal

(Gambian Note)

Dakar, December 11, 2001

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 Government of the Republic of the Gambia 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) Bai Ousman Secka
High Commissioner
of the Republic of The Gambia
to the Republic of Senegal

His Excellency
Mr. Akihiko Furuya
Ambassador Extraordinary
and Plenipotentiary of Japan
to the Republic of The Gambia