

◎鉄道線路基盤改修計画のための贈与に関する日本国政府とモンゴル国政府との間の交換公文

(略称) モンゴルとの鉄道線路基盤改修計画のための贈与取極

|    |        |     |    |          |
|----|--------|-----|----|----------|
| 平成 | 十三年    | 六月  | 四日 | ウランバートルで |
| 平成 | 十三年    | 六月  | 四日 | 効力発生     |
| 平成 | 十三年十一月 | 十九日 |    | 告示       |

(外務省告示第四二三号)

概要

- 1 援助の目的及び内容 鉄道線路基盤改修計画を実施するために必要な  
(a) 鉄道線路基盤の改修に必要な生産物及び役務の供与  
(b) 前記(a)の生産物の輸送に必要な役務の供与  
(c) 前記(a)の施設の維持・管理指導に必要な役務の供与
- 2 贈与の限度額 八億六千九百万円  
(平成十三年度 五億二千二百万円)  
(平成十四年度 三億四千七百万円)
- 3 贈与の使用期限  
平成十四年三月三十一日まで (平成十三年度分)  
平成十五年三月三十一日まで (平成十四年度分)
- 4 署名者  
日 本 側 花田麿公在モンゴル大使  
モンゴル側 ロブサンギーン・エルデネチヨローン外務大臣

モンゴルとの鉄道線路基盤改修計画のための贈与取極

(Japanese Note)

Ulaanbaatar, June 4, 2001

Excellency,

I have the honour to refer to the Exchange of Notes dated November 9, 2000, between the Government of Japan and the Government of Mongolia concerning Japanese economic cooperation for the execution of the project for Rehabilitation of Railway Facilities (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 Government of Mongolia, the Government of Japan will extend to the Government of Mongolia, in accordance with the relevant laws and regulations of Japan, a grant up to eight hundred and sixty-nine million yen (¥869,000,000) (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, 2002;  
five hundred and twenty-two million yen  
(¥522,000,000).

(2) term II

period between April 1, 2002 and March 31, 2003;  
three hundred and forty-seven million yen  
(¥347,000,000).

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

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

(b) services necessary for the transportation of the products referred to in (a) above to Mongolia; and

(c) services necessary for the training in maintenance of the Facilities.

(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 countries other than Japan or Mongolia 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 Mongolia.

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

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(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 Mongolia or its designated authority.

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

(a) to secure lots of land necessary for the rehabilitation 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 Mongolia 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 Mongolia 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 Mongolia and stay therein for the performance of their work;

(f) to ensure that the facilities rehabilitated 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 Mongolia 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 Mongolia.

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 Mongolia 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) Marohito Hanada  
Ambassador Extraordinary  
and Plenipotentiary of Japan  
to Mongolia

His Excellency  
Mr. Luvsanglin Erdenechuluun  
Minister for Foreign Affairs  
of Mongolia

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(Mongolian Note)

Ulaanbaatar, June 4, 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 Mongolia 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) Luvsanglin Erdenechulun  
Minister for Foreign Affairs  
of Mongolia

His Excellency  
Mr. Marohito Hanada  
Ambassador Extraordinary  
and Plenipotentiary of Japan  
to Mongolia