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キルギス側書簡

日本側書簡

債務救済措置

繰延債務の額

(債務救済措置に関する日本国政府とキルギス共和国政府との間の交換公文)

(日本側書簡)

(訳文)

書簡をもって啓上いたします。本使は、二千二年三月六日及び七日にパリで開催されたキルギス共和国政府の代表者と関係債権諸国政府の代表者との間の協議において到達した結論に基づき日本国政府の代表者とキルギス共和国政府の代表者との間で行われた最近の交渉に言及する光栄を有します。本使は、更に、当該交渉において到達した次の了解を確認する光栄を有します。

1 債務繰延方式及び債務支払猶予方式による債務救済措置が、国際協力銀行(以下「銀行」という。)により、日本国の関係法令に従ってとられることになる。

2 (1) 繰り延べられる債務(以下「繰延債務」という。)は、キルギス共和国政府が銀行に対して負う次の債務から成る。

(a) 二千一年十二月六日から二千二年十一月五日までの間(満期日を含む。)に弁済期限の到来したか又は到来する契約上の利子(その内訳は、この書簡の付表一に掲げらる。)

(b) 二千二年十二月六日から二千三年十一月五日までの間(満期日を含む。)に弁済期限の到来する元本及び契約上の利子(これらの内訳は、この書簡の付表二に掲げらる。)。ただし、国際通貨基金(以下「IMF」という。)の理事会が、貧困削減・成長措置(以下「PRGF」という。)に基づくキルギス共和国政府との取極の第二次計画の審査を終了し、かつ、キルギス共和国政府が、二千二年三月七日にパリでキルギス共和国政府の代表者と関係債権諸国政府の代表者により署名された合意議事録(以下「合意議事録」という。)にいう関係債権諸国に対する支払を弁済期日に行った場合に限る。

キルギスとの債務救済措置取極

(Japanese Note)

Bishkek, October 11, 2002

Sir,

I have the honour to refer to the recent negotiations between the representatives of the Government of Japan and of the Government of the Kyrgyz Republic that were held on the basis of the conclusions reached during the consultations between the representatives of the Government of the Kyrgyz Republic and of the Governments of the creditor countries concerned held in Paris on March 6 and 7, 2002. I have further the honour to confirm the following understanding reached in the course of the said negotiations:

1. A debt relief measure in the form of rescheduling and deferral will be taken in accordance with the relevant laws and regulations of Japan by Japan Bank for International Cooperation (hereinafter referred to as "the Bank").

2. (1) The debts to be rescheduled (hereinafter referred to as "the Rescheduled Debts") consist of the following debts which the Government of the Kyrgyz Republic owes to the Bank:

(a) the contractual interest having fallen or falling due between December 6, 2001 and December 5, 2002, both dates inclusive, the breakdown of which is shown in the List 1 attached hereto;

(b) the principal and contractual interest falling due between December 6, 2002 and December 5, 2003, both dates inclusive, the breakdown of which is shown in the List 2 attached hereto, provided that the Executive Board of the International Monetary Fund (hereinafter referred to as "the IMF") has completed the review of the second year program of the arrangement under the Poverty Reduction and Growth Facility (hereinafter referred to as "the PRGF") with the Government of the Kyrgyz Republic, and that the Government of the Kyrgyz Republic has made on due dates the payments to the creditor countries concerned referred to in the Agreed Minute signed by the representatives of the Government of the Kyrgyz Republic and of the Governments of the creditor

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(c) 二十三年十二月六日から二十四年十二月五日までの間（同期日を含む。）に弁済期限の到来する元本及び契約上の利子（それらの内訳は、この書簡の付表三に掲げられる。）。ただし、IMFの理事会が、PRGFに基づくキルギス共和国政府との取極の第三年次計画の審査を終了し、かつ、キルギス共和国政府が、合意議事録にいう関係債権諸国に対する支払を弁済期日に行った場合に限る。

(2) 繰延債務の総額は、二十二億七千四百八十五万八千五百七円（二、二七四、八五八、五〇七円）と見積もられる。

(3) (2)にいう総額及びこの書簡の付表一から三は、キルギス共和国政府の関係当局と銀行が行う最終的照合の後に、日本国政府とキルギス共和国政府の関係当局間の合意により修正されることがある。

債務繰延 への条件

3 (1) 債務繰延への条件は、キルギス共和国政府と銀行との間で締結される債務繰延契約（以下「債務繰延契約」という。）であって、なかななく、次の原則を含むものにおいて規定される。

(a) 繰延債務の総額は、二十三年十二月六日に始まる二十回の均等半年賦払によって支払われる。

(b) 繰延債務に対してこの書簡の付表一から三に掲げる各々の弁済期日からそれぞれ適用される利子率は、年一・八パーセントとなる。

(2) 債務繰延契約は、4に定める支払の条件についても規定する。

支払猶予 債務の支 払

4 (1) 3(1)にいう債務繰延への条件にもかかわらず、当該条件に基づいて支払われるべき次の債務（以下「支払猶予債務」という。）は、(4)にいう支払計画に従って支払われる。

countries concerned in Paris on March 7, 2002 (hereinafter referred to as "the Agreed Minute"); and

(c) the principal and contractual interest falling due between December 6, 2003 and December 5, 2004, both dates inclusive, the breakdown of which is shown in the List 3 attached hereto, provided that the Executive Board of the IMF has completed the review of the third year program of the arrangement under the PRGF with the Government of the Kyrgyz Republic, and that the Government of the Kyrgyz Republic has made on due dates the payments to the creditor countries concerned referred to in the Agreed Minute.

(2) The total amount of the Rescheduled Debts is estimated at two billion two hundred seventy-four million eight hundred fifty-eight thousand five hundred and seven yen (¥2,274,858,507).

(3) Modifications may be made to the total amount referred to in sub-paragraph (2) above and to the Lists 1 to 3 attached hereto by agreement between the authorities concerned of the Government of Japan and of the Government of the Kyrgyz Republic, after the final verification to be made by the authorities concerned of the Government of the Kyrgyz Republic and the Bank.

3. (1) The terms and conditions of the rescheduling will be stipulated in a rescheduling agreement to be concluded between the Government of the Kyrgyz Republic and the Bank (hereinafter referred to as "the Rescheduling Agreement"), which will contain, inter alia, the following principles:

(a) The total amount of the Rescheduled Debts will be paid in twenty (20) equal semi-annual installments beginning on December 6, 2013.

(b) The rate of interest on the Rescheduled Debts will be one and eight-tenths per cent (1.8%) per annum beginning respectively from each due date mentioned in the Lists 1 to 3 attached hereto.

(2) The Rescheduling Agreement will also stipulate the terms and conditions of the payments provided for in paragraph 4.

4. (1) Notwithstanding the terms and conditions of the rescheduling referred to in sub-paragraph (1) of paragraph 3, the following debts payable under the said terms and conditions (hereinafter referred to as "the deferred debts") will be paid in accordance with the payment

協
議

- (a) 繰延債務に対してこの書簡の付表一に掲げる各々の弁済期日から二千二年十二月五日までの間（満期日を含む）に課される利子の五十パーセント。当該利子は、二千二年十二月六日に元加される。
- (b) 繰延債務に対して二千二年十二月六日から二千三年十一月五日までの間（満期日を含む）に課される利子の六十パーセント。当該利子は、二千三年十二月六日に元加される。
- (c) 繰延債務に対して二千三年十二月六日から二千四年十一月五日までの間（満期日を含む）に課される利子の七十パーセント。当該利子は、二千四年十二月六日に元加される。
- (2) 支払猶予債務の総額は、三千二百七十八万四千四百四十四円（三千二百七十八万四千四百四十四円）と見積もられる。
- (3) (2)にいう総額は、キルギス共和国政府の関係当局と銀行が行う最終的照会の後、日本国政府とキルギス共和国政府の関係当局間の合意により修正されることがある。
- (4) 支払猶予債務の総額は、二千六年十二月六日に始まる四回の均等半年賦払によって支払われる。
- (5) 支払猶予債務の各々に対して(1)(a)、(b)及び(c)にいう各々の元加の日からそれぞれ適用される利子率は、年一・八パーセントとなる。
- 5 キルギスの債務（この取極が対象とする債務を含む）の再編に関連してキルギス共和国政府の代表者及び関係債権諸国政府の代表者が新たな結論に到達した場合には、日本国政府とキルギス共和国政府との間でのこの取極の継続又は修正について討議するために協議が行われる。

キルギスとの債務救済措置取極

schedule referred to in sub-paragraph (4) below:

- (a) fifty per cent (50%) of the interest on the Rescheduled Debts to be charged for the period between each due date mentioned in the list 1 attached hereto and December 5, 2002, both dates inclusive, which is to be consolidated on December 6, 2002;
- (b) sixty per cent (60%) of the interest on the Rescheduled Debts to be charged for the period between December 6, 2002 and December 5, 2003, both dates inclusive, which is to be consolidated on December 6, 2003; and
- (c) seventy per cent (70%) of the interest on the Rescheduled Debts to be charged for the period between December 6, 2003 and December 5, 2004, both dates inclusive, which is to be consolidated on December 6, 2004.
- (2) The total amount of the Deferred Debts is estimated at thirty-two million seven hundred eighty-one thousand one hundred and forty-four yen (¥32,781,144).
- (3) Modifications may be made to the total amount referred to in sub-paragraph (2) above by agreement between the authorities concerned of the Government of Japan and of the Government of the Kyrgyz Republic, after the final verification to be made by the authorities concerned of the Government of the Kyrgyz Republic and the Bank.
- (4) The total amount of the Deferred Debts will be paid in four (4) equal semi-annual installments beginning on December 6, 2006.
- (5) The rate of interest on each of the Deferred Debts will be one and eight-tenths per cent (1.8%) per annum beginning respectively from each date of the consolidation mentioned in (a), (b) and (c) of sub-paragraph (1) above.
5. If the representative of the Government of the Kyrgyz Republic and the representatives of the Governments of the creditor countries concerned come to a new conclusion in connection with reorganization of the Kyrgyz debts including the debts covered by the present arrangements, consultations will be held between the Government of Japan and the Government of the Kyrgyz Republic in order to discuss the matter of continuation or modification of the present arrangements.

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取極の無効通告

6 1から5までの規定にかかわらず、関係債権諸国政府の代表者が、合意議事録に定めるキルギスの債務の再編成の条件に関する規定が合意議事録の規定に従って無効となると決定した場合には、日本国政府は、この書簡の規定が無効であることをキルギス共和国政府に対し書面により通告することができる。この書簡に述べられた了解は、そのような通告が日本国政府によってなされた場合には、この書簡の交換の日から無効となる。

本使は、貴官が前記の了解をキルギス共和国政府に代わって確認されれば幸いであります。

本使は、以上を申し進めるに際し、ここに重ねて貴官に向かって敬意を表します。

二十二年十月十一日にビシケクで

キルギス共和国駐在

日本国特命全權大使 角崎利夫

キルギス共和国

第一財務次官 エミルラン・トロシルガーエフ殿

6. Notwithstanding the provisions of the preceding paragraphs, the Government of Japan may notify in writing the Government of the Kyrgyz Republic that the provisions of this Note are null and void, provided that the representatives of the Governments of the creditor countries concerned determine that the provisions concerning the terms of the reorganization of the Kyrgyz debts set out in the Agreed Minute become null and void in accordance with the provisions of the Agreed Minute. The understanding contained in this Note shall be null and void from the date of exchange of the present Notes when such notification is made by the Government of Japan.

I should be grateful if you would confirm the foregoing understanding on behalf of the Government of the Kyrgyz Republic.

I avail myself of this opportunity to renew to you the assurance of my high consideration.

(Signed) Toshio Tsunozaki
Ambassador Extraordinary
and Plenipotentiary of Japan
to the Kyrgyz Republic

Mr. Emirlan Toromyrzaev
First Deputy Minister of Finance
of the Kyrgyz Republic

付表一
繰延債務
の内訳

債 務 の 内 訳	弁 済 期 日	額
1 千九百九十三年十月一日に日本国政府とキルギス共和国との間で交換された書簡に基づき円借款の供与に關してキルギス共和国政府と海外経済協力基金(以下「基金」といふ)との間で締結された借款契約に従って支払われるべき契約上の利子	二千二年 四月 二十日	九七、二三三、八七六円 九七、七六七、二二三円
2 千九百九十四年十一月二十九日に日本国政府とキルギス共和国政府との間で交換された書簡に基づき円借款の供与に關してキルギス共和国政府と基金との間で締結された借款契約に従って支払われるべき契約上の利子	二千二年 五月 二十日	四六、五九、四七四円 四七、二九〇、五〇四円
3 千九百九十六年六月六日に日本国政府とキルギス共和国政府との間で交換された書簡に基づき円借款の供与に關してキルギス共和国政府と基金との間で締結された借款契約に従って支払われるべき契約上の利子	二千一年 十月 二十日	七、〇〇〇、〇〇〇円 七、〇六二、〇二七円
4 千九百九十七年三月十七日に日本国政府とキルギス共和国政府との間で交換された書簡に基づき円借款の供与に關してキルギス共和国政府と基金との間で締結された借款契約に従って支払われるべき契約上の利子	二千二年 四月 二十日	二八、三七四、二〇四円 二九、〇五九、三〇五円
5 千九百九十八年十月七日に日本国政府とキルギス共和国政府との間で交換された書簡に基づき円借款の供与に關してキルギス共和国政府と基金との間で締結された借款契約に従って支払われるべき契約上の利子	二千二年 五月 二十日	二二、八八一、二八四円 二二、三四六、八九八円
6 千九百九十九年五月三十一日に日本国政府とキルギス共和国政府との間で交換された書簡に基づき円借款の供与に關してキルギス共和国政府と基金との間で締結された借款契約に従って支払われるべき契約上の利子	二千二年 五月 二十日	二〇、六九〇、五二四円 二一、〇三三、四八八円
合 計		五七五、八〇七、七二五円

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List 1

Particulars of debts	Due Date	Amount (in Yen)
1. The contractual interest payable under the loan Agreement concluded between the Government of the Kyrgyz Republic and the Overseas Economic Cooperation Fund (hereinafter referred to as "the Fund") pursuant to the loan Agreement between the Governments of Japan and of the Kyrgyz Republic on October 1, 1993	Apr. 20, 2002 Oct. 20, 2002	97,232,876 97,767,223
2. The contractual interest payable under the loan Agreement concluded between the Government of the Kyrgyz Republic and the Fund on the extension of yen loan pursuant to the Notes exchanged between the Governments of Japan and of the Kyrgyz Republic on November 28, 1994	May 20, 2002 Nov. 20, 2002	46,539,479 47,250,520
3. The contractual interest payable under the loan Agreement concluded between the Government of the Kyrgyz Republic and the Fund on the extension of yen loan pursuant to the Notes exchanged between the Governments of Japan and of the Kyrgyz Republic on June 6, 1996	Dec. 20, 2001 Jun. 20, 2002	71,020,023 70,652,025
4. The contractual interest payable under the loan Agreement concluded between the Government of the Kyrgyz Republic and the Fund on the extension of yen loan pursuant to the Notes exchanged between the Governments of Japan and of the Kyrgyz Republic on March 17, 1997	Apr. 20, 2002 Sep. 20, 2002	28,374,203 29,059,305
5. The contractual interest payable under the loan Agreement concluded between the Government of the Kyrgyz Republic and the Fund on the extension of yen loan pursuant to the Notes exchanged between the Governments of Japan and of the Kyrgyz Republic on October 7, 1998	May 20, 2002 Nov. 20, 2002	22,881,284 22,386,898
6. The contractual interest payable under the loan Agreement concluded between the Government of the Kyrgyz Republic and the Fund on the extension of yen loan pursuant to the Notes exchanged between the Governments of Japan and of the Kyrgyz Republic on May 31, 1999	May 20, 2002 Nov. 20, 2002	20,690,531 21,033,468
Total		575,807,715

Particulars of debts	List 2 Due Date	Principal	Contractual Interest	Total (List 1 + List 2)
1. The principal and contractual interest payable under the Loan Agreement concluded between the government of the Kyrgyz Republic and the government of Japan pursuant to the extension of ten loan pursuant to the decision exchanged between the governments of Japan and of the Kyrgyz Republic on October 1, 1993	MAY 20, 2003 OCT. 20, 2003	158,660,000	0	97,232,876 256,327,123
2. The contractual interest payable under the Loan Agreement concluded between the government of the Kyrgyz Republic and the government of Japan pursuant to the extension of ten loan pursuant to the decision exchanged between the governments of Japan and of the Kyrgyz Republic on November 29, 1994	MAY 20, 2003 NOV. 20, 2003	0	46,519,479 47,290,550	46,519,479 47,280,520
3. The contractual interest payable under the Loan Agreement concluded between the government of the Kyrgyz Republic and the government of the Kyrgyz Republic on June 6, 1996	DEC. 20, 2002 JUN. 20, 2003	0	71,000,003 70,472,025	71,000,003 70,472,025
4. The contractual interest payable under the Loan Agreement concluded between the government of the Kyrgyz Republic and the Fund on the extension of ten loan pursuant to the notes exchanged between the governments of Japan and of the Kyrgyz Republic on March 17, 1997	MAR. 20, 2003 SEP. 20, 2003	0	26,959,512 26,059,305	26,959,512 26,059,305
5. The contractual interest payable under the Loan Agreement concluded between the government of the Kyrgyz Republic and the Fund on the extension of ten loan pursuant to the notes exchanged between the governments of Japan and of the Kyrgyz Republic on October 7, 1998	MAY 20, 2003 NOV. 20, 2003	0	23,219,349 21,053,408	23,219,349 21,053,408
6. The contractual interest payable under the Loan Agreement concluded between the government of the Kyrgyz Republic and the Fund on the extension of ten loan pursuant to the notes exchanged between the governments of Japan and of the Kyrgyz Republic on May 21, 1999	MAY 20, 2003 MAY 20, 2003	0	26,690,553 21,053,408	26,690,553 21,053,408
TOTAL		158,660,000	515,317,060	734,517,060

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(キルギス側書簡)

(訳文)

キルギス
側書簡

書簡をもって啓上いたします。本官は、本日付けの閣下の次の書簡を受領したことを確認する光榮を有します。

(日本側書簡)

本官は、更に、閣下の書簡に述べられた了解をキルギス共和国政府に代わって確認する光榮を有します。

本官は、以上を申し進めるに際し、ここに重ねて閣下に向かって敬意を表します。

二十二年十月十一日にビシケクで

キルギス共和国

第一財務次官 エミルラン・トロシルザーエフ

キルギス共和国駐在

日本国特命全權大使 角崎利夫閣下

(Kyrgyz Note)

Bishkek, October 11, 2002

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 Kyrgyz Republic the understanding set forth in your Excellency's Note.

I avail myself of this opportunity to renew to your Excellency the assurance of my highest consideration.

(Signed) Emirlan Toromyrzaev
First Deputy Minister of Finance
of the Kyrgyz Republic

His Excellency
Mr. Toshio Tsunozaki
Ambassador Extraordinary
and Plenipotentiary of Japan
to the Kyrgyz Republic

(参考)

この取極は、我が国に対するキルギスの債務の元本及び利子のうち一定のものにつき、その返済を繰り延べることについての両政府の了解を確認したものである。

キルギスとの債務救済措置取極