◎債務救済措置 とナイジェリア連邦共和国政府との間の二の交換公文 (債務免除を伴う債務支払猶予方式) に関する日本国政府

(略称)ナイジェリアとの二の債務救済措置(債務免除を伴う債務支払

猶予方式)取極

平成 十八年 三月 八日 告示平成 十八年 三月 十三日 効力発生平成 十八年 二月 十三日 効力発生

〇国際協力銀行関係の債務救済措置(債務免除を伴う債務支払猶予方式)に関する日本国政府とナイジェ 目 次 ページ

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(国際協力銀行関係の債務救済措置(債務免除を伴う債務支払猶予方式)に関する日本国政府とナイ ジェリア連邦共和国政府との間の交換公文)

(日本側書簡)

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。 日本国政府の代表者とナイジェリア連邦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 ジェリア連邦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 書簡をもって啓上いたします。本使は、二千五年十月十八日、十九日及び二十日にパリで開催されたナイ

- より、 債務免除方式及び債務支払猶予方式による債務救済措置が、 日本国の関係法令に従ってとられることになる。 国際協力銀行(以下「銀行」という。)に
- 2 (1) (a) 免除される債務及び支払を猶予される債務は、ナイジェリア連邦共和国政府が銀行に対して負う次の (þ) (c) (d) (e)及び付に規定する債務から成る。
- (a) りである。 との間で二千五年十月二十日より前に締結された借款契約に基づいて支払われるべき債務は次のとお 円借款の供与に関してナイジェリア連邦共和国政府と海外経済協力基金(以下「基金」という。)
- (i) 二千五年九月十四日以前に弁済期限の到来した未払の元本及び契約上の利子
- (ii) ①に規定する債務に対する遅延利子であって、二千五年九月十四日以前に生じた未払のもの
- (iii) 二千五年九月十五日以降に弁済期限の到来したか又は到来する未払のすべての元本
- (iv) を含む。)の間に生じた未払のもの 一部に規定する債務に対する利子であって、 最後の利子支払日から二千五年九月十四日まで (同日

ナイジェリアとの二の債務救済措置

(債務免除を伴う債務支払猶予方式)

取極

(Japanese Note)

Abuja, February 13,

Excellency,

- I have the honour to refer to the recent negotiations between the representatives of the Government of Japan and of the Government of the Federal Republic of Nigeria that were held on the basis of the conclusions reached during the consultations between the representatives of the Government of the Federal Republic of Nigeria and of the Government of the reditor constitutions of the consultations between the representatives of the consultations between the representatives of the consultations of the federal Republic of Nigeria and of the consultations of the consultation honour to confirm the following understanding reached Governments of the creditor countries concerned held in Paris on October 18, 19 and 20, 2005. I have further the honour to confirm the following understanding reached in course of the said negotiations:
- 1. A debt relief measure in the form of cancellation and deferral will be taken by Japan Bank for International Cooperation (hereinafter referred to as "the Bank") in accordance with the relevant laws and regulations of Japan.
- 2. (1) The debts to be cancelled and deferred consist of the debts referred to in (a), (b), (c), (d), (e) and (f) below which the Government of the Federal Republic of Nigeria owes to the Bank.
- Government of the Federal Republic of Nigeria and the Overseas Economic Cooperation Fund (hereinafter (a) The debts payable under the Loan Agreements concluded before October 20, 2005 between the Yen Loan are as follows: referred to as "the Fund") concerning the extension of
- (÷) the principal and contractual interest having fallen due on or before September 14, 2005 and not paid;
- (ii) the late interest on the debts referred in (i) above having accrued on or before September 14, 2005 and not paid; to
- (iii) all the principal having fallen or due on or after September 15, 2005 paid; and due on or after September falling and not
- (iv) the accrued interest on the debts referred to in (iii) above having accrued from the last interest date up to September 14, 2005 inclusive and not paid.

ナイジェリアとの二の債務救済措置 (債務免除を伴う債務支払猶予方式) 取極

- 締結された円借款の繰延契約に基づいて支払われるべき債務は次のとおりである。 救済措置に関する書簡に基づき行われた取極に従って、ナイジェリア連邦共和国政府と基金との間で物、千九百九十一年十月二十八日にナイジェリア連邦共和国政府と日本国政府との間で交換された債務
- ① 二千五年九月十四日以前に弁済期限の到来した未払の元本及び繰延利子
- (i)に規定する債務に対する遅延利子であって、二千五年九月十四日以前に生じた未払のもの
- 二千五年九月十五日以降に弁済期限の到来したか又は到来する未払のすべての元本
- を含む。)の間に生じた未払のもの(一切に規定する債務に対する利子であって、最後の利子支払日から二千五年九月十四日まで(同日)
- た円借款の繰延契約に基づいて支払われるべき債務は次のとおりである。に関する書簡に基づき行われた取極に従って、ナイジェリア連邦共和国政府と銀行との間で締結されに、 二千三年九月十九日にナイジェリア連邦共和国政府と日本国政府との間で交換された債務救済措置
- (i) 二千五年九月十四日以前に弁済期限の到来した未払の元本及び繰延利子
- (i) (i)に規定する債務に対する遅延利子であって、二千五年九月十四日以前に生じた未払のもの
- 二千五年九月十五日以降に弁済期限の到来したか又は到来する未払のすべての元本
- を含む。)の間に生じた未払のもの 一般の利子支払日から二千五年九月十四日まで (同日) 一個に規定する債務に対する利子であって、最後の利子支払日から二千五年九月十四日まで (同日)

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- (b) The debts payable under the rescheduling agreement concluded between the Government of the Federal Republic of Nigeria and the Fund on the rescheduling of Yen Loan pursuant to the arrangements made by the Notes exchanged between the Government of Japan and the Government of the Federal Republic of Nigeria on October 28, 1991 concerning the debt relief measures are as follows:
- (i) the principal and rescheduling interest having fallen due on or before September 14, 2005 and not paid;
- (ii) the late interest on the debts referred to in (i) above having accrued on or before september 14, 2005 and not paid;
- (iii) all the principal having fallen or falling due on or after September 15, 2005 and not paid; and
- (iv) the accrued interest on the debts referred to in (iii) above having accrued from the last interest date up to September 14, 2005 inclusive and not paid.
- (c) The debts payable under the rescheduling agreement concluded between the Government of the Federal Republic of Nigeria and the Bank on the rescheduling of Yen Loan pursuant to the arrangements made by the Notes exchanged between the Government of Japan and the Government of the Federal Republic of Nigeria on September 19, 2003 concerning the debt relief measures are as follows:
- (i) the principal and rescheduling interest having fallen due on or before September 14, 2005 and not paid;
- (ii) the late interest on the debts referred to in (i) above having accrued on or before September 14, 2005 and not paid;
- (iii) all the principal having fallen or falling due on or after September 15, 2005 and not paid; and
- (iv) the accrued interest on the debts referred to in (iii) above having accrued from the last interest date up to September 14, 2005 inclusive and not paid.

- 締結された借款契約に基づいて支払われるべき債務は次のとおりである。リア国営石油会社と日本輸出入銀行(以下「輸銀」という。)との間で二千五年十月二十日より前には、ナイジェリア連邦共和国政府によって保証されたバイヤーズ・クレジットの供与に関してナイジェ
- ① 二千五年九月十四日以前に弁済期限の到来した未払の元本及び契約上の利子
- (i) (i)に規定する債務に対する遅延利子であって、二千五年九月十四日以前に生じた未払のもの
- 締結された円借款の繰延契約に基づいて支払われるべき債務は次のとおりである。 教済措置に関する書簡に基づき行われた取極に従って、ナイジェリア連邦共和国政府と輸銀との間で 後、千九百九十一年十月二十八日にナイジェリア連邦共和国政府と日本国政府との間で交換された債務
- ご千五年九月十四日以前に弁済期限の到来した未払の元本及び繰延利子
- (i) (i)に規定する債務に対する遅延利子であって、二千五年九月十四日以前に生じた未払のもの
- ⑪ 二千五年九月十五日以降に弁済期限の到来したか又は到来する未払のすべての元本
- を含む。) の間に生じた未払のもの 一般の利子支払日から二千五年九月十四日まで(同日)
- 基づいて支払われるべき債務は次のとおりである。 た円借款及びナイジェリア連邦共和国政府によって保証されたバイヤーズ・クレジットの繰延契約にた円借款及びナイジェリア連邦共和国政府に従って、ナイジェリア連邦共和国政府と銀行との間で締結されに関する書簡に基づき行われた取極に従って、ナイジェリア連邦共和国政府との間で交換された債務救済措置

- (d) The debts payable under the Loan Agreements concluded before October 20, 2005 between the Nigerian National Petroleum Corporation and the Export-Import Bank of Japan (hereinafter referred to as "the JEXIM") concerning the extension of Buyer's Credit guaranteed by the Government of the Federal Republic of Nigeria are as follows:
- (i) the principal and contractual interest having fallen due on or before September 14, 2005 and not paid; and
- (ii) the late interest on the debts referred to in (i) above having accrued on or before September 14, 2005 and not paid.
- (e) The debts payable under the rescheduling agreement concluded between the Government of the Federal Republic of Nigeria and the JEXIM on the rescheduling of Yen Loan pursuant to the arrangements made by the Notes exchanged between the Government of Japan and the Government of the Federal Republic of Nigeria on October 28, 1991 concerning the debt relief measures are as follows:
- (i) the principal and rescheduling interest having fallen due on or before September 14, 2005 and not paid;
- (ii) the late interest on the debts referred to in (i) above having accrued on or before September 14, 2005 and not paid;
- (iii) all the principal having fallen or falling due on or after September 15, 2005 and not paid; and
- (iv) the accrued interest on the debts referred to in (iii) above having accrued from the last interest date up to September 14, 2000 inclusive and not paid.
- (f) The debts payable under the rescheduling agreement concluded between the Government of the Federal Republic of Nigeria and the Bank on the rescheduling of Yen Loan and Buyer's Credit guaranteed by the Government of the Federal Republic of Nigeria pursuant to the arrangements made by the Notes exchanged between the Government of Japan and the Government of the Federal Republic of Nigeria on September 19, 2003 concerning the debt relief measures are as follows:

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- ご千五年九月十四日以前に弁済期限の到来した未払の元本及び繰延利子
- ⑪ (1)に規定する債務に対する遅延利子であって、二千五年九月十四日以前に生じた未払のもの
- ⑪ 二千五年九月十五日以降に弁済期限の到来したか又は到来する未払のすべての元本
- (2)a (1)a、(b)及び(c)に規定する債務を、以下「債務I」と総称する。
- (6) (1)(d)、(e)及び(f)に規定する債務を、以下「債務Ⅱ」と総称する。
- 三、一六九、一四〇、二八九円)となる。 (3)(a) (1)(a)(1)、⑪、⑪及び劬に規定する債務の総額は、三百三十一億六千九百十四万二百八十九円(三
- 四〇、二二一、六一二円)となる。四〇、二二一、六一二円)となる。
- 八、七六六円)となる。 (1)(1)(1)及び⑪に規定する債務の総額は、四十億五千百三万八千七百六十六円(四、〇五一、〇三
- 〇、二八三、四八〇円)となる。 (1)(6)(1)、6)、6) となる。 (1)(6)(1)、6)、6) となる。

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- (i) the principal and rescheduling interest having fallen due on or before September 14, 2005 and not paid;
- (ii) the late interest on the debts referred to in (i) above having accrued on or before September 14, 2005 and not paid;
- (iii) all the principal having fallen or falling due on or after September 15, 2005 and not paid; and
- (iv) the accrued interest on the debts referred to in (iii) above having accrued from the last interest date up to September 14, 2005 inclusive and not paid.
- (2) (a) The debts referred to in (a), (b) and (c) of sub-paragraph (1) above are hereinafter collectively referred to as "the Debts I".
- (b) The debts referred to in (d), (e) and (f) of subparagraph (1) above are hereinafter collectively referred to as "the Debts II".
 (3) (a) The total amount of the debts referred to in
- (3) (a) The total amount of the debts referred to in (a)(i),(ii), (iii) and (iv) of sub-paragraph (1) above will be thirty-three billion one hundred and sixty-nine million one hundred and forty thousand two hundred and eighty-nine yen (¥ 33,169,140,289).

 (b) The total amount of the debts referred to in (b) (i), (ii), (iii) and (iv) of sub-paragraph (1) above will be one billion one hundred and fifty-four million one hundred and twenty-five thousand three hundred and eighty-eight yen (¥ 1,154,125,388).
- (c) The total amount of the debts referred to in (c) (i), (ii), (iii) and (iv) of sub-paragraph (1) above will be sixteen billion five hundred and forty million two hundred and twenty-one thousand six hundred and twelve yen (¥ 16,540,221,612).
- (d) The total amount of the debts referred to in (d) (i) and (ii) of sub-paragraph (1) above will be four billion fifty-one million thirty-eight thousand seven hundred and sixty-six yen ($\frac{4}{3}$,051,038,766).
- (e) The total amount of the debts referred to in (e) (i), (ii), (iii) and (iv) of sub-paragraph (1) above will be two billion six hundred and forty million two hundred and eighty-three thousand four hundred and eighty yen ($\frac{x}{2}$,640,283,480).

- される。 繰延契約(以下「債務繰延契約」という。)であって、なかんずく次の原則を含むものにおいて規定繰延契約(以下「債務繰延契約」という。)であって、なかんずく次の原則を含むものにおいて規定(値)債務免除及び債務支払猶予の条件は、ナイジェリア連邦共和国政府と銀行との間で締結される債務
- (i) 債務Iの一部に関し、
- る。 四千六百九万八百四十五円(四六、○九○、八四五円)が、既に支払われたことが確認され

- 円(四、九〇三、九九六、六五五円)が債務繰延契約の履行の日に免除される。(1) (4)及び(8)に規定する支払が行われたことを条件として、四十九億三百九十九万六千六百五十五
- (证) 債務Ⅱの一部に関し、
- お、五千六百二十万四千八百五十五円(五六、二〇四、八五五円)が、既に支払われたことが確認
- (で支払われたことが確認される。) 「「三八九六、四四九、五八七円」が、既(B) 「百三十八億九千六百四十四万九千五百八十七円(二三、八九六、四四九、五八七円)が、既

- (f) The total amount of the debts referred to in (f) (i), (ii), (iii) and (iv) of sub-paragraph (1) will be thirty-six billion eight hundred and fifty-seven million one hundred and sixty-seven thousand two hundred yen (¥36,857,167,200).
- (4) (a) The terms and conditions of the cancellation and deferral will be stipulated in rescheduling agreements to be concluded between the Government of the Federal Republic of Nigeria and the Bank (hereinafter referred to as "the Rescheduling Agreements"), which will contain, inter alia, the following principles:
- (i) With regard to a part of the Debts I:
- (A) it is confirmed that forty-six million ninety thousand eight hundred and forty-five yen(#46,090,845) has been already paid;
- (B) it is confirmed that fourteen billion six million fourteen thousand sixty-four yen (¥14,006,014,064) has been already paid;
- (C) it is confirmed that three billion seven hundred and fifty-eight million one hundred and sixty-three thousand nine hundred and ninety-four yen (#3,758,163,994) has been already paid;
- (D) provided that the payments referred to in sub-paragraphs (A) and (B) above have been fully made, four billion nine hundred and three million nine hundred and ninety-six thousand six hundred and fifty-five yen (¥4,903,996,655) will be cancelled on the date of the execution of the Rescheduling Agreements.
- (ii) With regard to a part of the Debts II:
- (A) it is confirmed that fifty-six million two hundred and four thousand eight hundred and fifty-five yen (\footnote{1}56,204,855) has been already paid;
- (B) it is confirmed that twenty-three billion eight hundred and ninety-six million four hundred and forty-nine thousand five hundred and eighty-seven yen (¥23,896,449,587) has been already paid;

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- (C) 六十四億七千百九十八万三千七百七十三円(六、四七一、九八三、七七三円)が、既に支払わ
- (三、一八一、三三三、五一〇円)が債務繰延契約の履行の日に免除される。(四、個及び®に規定する支払が行われたことを条件として、三十一億八千百三十三万三千五百十円
- 九月十五日以降課されない。 この書簡の荷務I及び債務Ⅱにいかなる利子も二千五年
- ⑥ 債務繰延契約には3に規定する支払の条件も含まれる。

3(1) 債務Ⅰの一部に関し

- 百十億七千九百十二万九百四円(二一、〇七九、一二〇、九〇四円)が支払われる。(a) IMFが政策支援措置(以下「PSI」という。)の第一次審査を承認した後二十営業日以内に二
- ○、一○○、八二七円)が免除される。○、一○○、八二七円)が免除される。○、一○○、八二七円)が免除される。○、一○○、八二七円)が免除される。○、一○○、八二七円)が免除される。○、一○○、八二七円)が免除される。○、一○○、八二七円)が免除される。○、一○○、八二七円)が免除される。○、一○○、八二七円)が免除される。○、一○○、八二七円)が免除される。○、一○○、八二七円)が免除される。○、一○○、八二七円)が免除される。○、一○○、八二七円)が免除される。○、一○○、八二七円)が免除される。○、一○○、八二七円)が免除される。

(2) 債務Ⅱの一部に関し、

円(五、二三七、八一四、九〇三円)が支払われる。(a) IMFがPSIの第一次審査を承認した後二十営業日以内に五十二億三千七百八十一万四千九百三

二六四

- (C) it is confirmed that six billion four hundred and seventy-one million nine hundred and eighty-three thousand seven hundred and seventy-three yen (\frac{46}{471},983,773) has been already paid; and
- (D) provided that the payments referred to in sub-paragraphs (A) and (B) above have been fully made, three billion one hundred and eighty-one million three hundred and thirty-three thousand five hundred and ten yen (#3,181,333,510) will be cancelled on the date of the execution of the Rescheduling Agreements.
- (b) No interest will be charged on the Debts on and after September 15, 2005, pursuant to the relevant provisions of the present Notes related to the interest rates on the Debts I and the Debts II in the present Notes.
- (c) The Rescheduling Agreements will also stipulate the terms and conditions of the payments provided in paragraph 3.
- (1) With regard to a part of the Debts I:
- (a) twenty-one billion seventy-nine million one hundred and twenty thousand nine hundred and four yen (\footnote{21,079,120,904}) will be paid not later than twenty (20) business days after the approval of the first review under the Policy Support Instrument (hereinafter referred to as "the PSI") by the IMF;
- (b) provided that the IMF has approved the first review under the PSI not later than May 31, 2006 and that the payments referred to in sub-paragraphs (4)(a)(i)(A), (B) and (C) of paragraph 2. and sub-paragraph (a) above have been fully made, seven billion seventy million one hundred thousand eight hundred and twenty-seven yen (\diff 7,070,100,827) will be cancelled;
- (2) With regard to a part of the Debts II:
- (a) five billion two hundred and thirty-seven million eight hundred and fourteen thousand nine hundred and three yen (\(\frac{45}{2}\), 814,903) will be paid not later than twenty (20) business days after the approval of the first review under the PSI by the IMF;

七〇四、七〇二、八一八円)が免除される。 並びに前記(1)に、八一八円)が免除される。 がびに前記(1)に規定する支払が行われたことを条件として、四十七億四百七十万二千八百十八円(四、一十八円)が免除される。

イジェリア連邦共和国政府との間でこの取極の継続又は修正について討議するための協議が行われる。連邦共和国政府の代表者及び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、日本国政府とナ4⑴ ナイジェリア連邦共和国の債務(この取極が対象とする債務を含む。)の再編に関し、ナイジェリア

びナイジェリア連邦共和国政府の関係当局間の同意により必要な修正を行うことができる。の取極の3(16)及び(26)に規定するIMFによるPSIの第一次審査の承認の日に関し、日本国政府及の取極の3(16)及び(26)に規定するIMFによるPSIの第一次審査の承認の遅延に伴うこの取極の履行に関する技術的な修正に関し、2 IMFによるPSIの第一次審査の承認の遅延に伴うこの取極の履行に関する技術的な修正に関し、

5(1) 2(4)(3)(3)(3)、及び(C)並びに2(4)(3)(3)及び(C)に規定する支払は、ナイジェリア中央銀行(以下「CBLの提示のみにより該当する額を引き出す権利を留保する。)との間で締結したBLS特別勘定合意書の条件に基づき設立、維持される特別勘定に行われた。特別勘定に支払われた額に対する利息は銀行の利条件に基づき設立、維持される特別勘定に行われた。特別勘定に支払われた額に対する利息は銀行の利条件に基づき設立、維持される特別勘定に行われた。特別勘定に支払われた額に対する利息は銀行の利息によるでは、よいう。)との間で締結したBLS特別勘定合意書の提示のみにより該当する額を引き出す権利を留保する。

に基づき、BISによって行われる。(2) この書簡に関するすべての支出は、CBNとBISとの間で締結されたBIS特別勘定合意書の条件

(b) provided that the IMF has approved the first review under the PSI not later than May 31, 2006 and that the payments referred to in sub-paragraphs (4)(a)(ii)(A), (B) and (C) of paragraph 2. and sub-paragraph (a) above have been fully made, four billion seven hundred and four million seven hundred and two thousand eight hundred and eighteen yen (¥4,704,702,818) will be cancelled.

4. (1) If the representatives of the Government of the Federal Republic of Nigeria and the representatives of the Governments of the creditor countries come to a new conclusion in connection with reorganization of the Federal Republic of Nigeria's debts including the debts covered by the present arrangements, consultations shall be held between the Government of Japan and the Government of the Federal Republic of Nigeria in order to discuss the matter of continuation or modification of the present

(2) If the representatives of the Government of the Federal Republic of Nigeria and the representatives of the Governments of the creditor countries come to a new conclusion regarding technical modifications regarding the implementation of the present arrangements arising from a delay of approval of the first review under the PSI by the IMF, necessary modification of the present arrangements may be made to the date of approval of the first review under the PSI by the IMF referred to in sub-paragraphs (1)(b) and (2)(b) of paragraph 3. of this Note by mutual consent between the competent authorities of the Government of Japan and of the Government of the Federal Republic of Nigeria.

5. (1) The payments referred to in sub-paragraphs (4)(a)(i)(B) and (C) of paragraph 2. and (4)(a)(i)(B) and (C) of paragraph 2. were made to the Special Depository Account established and managed in accordance with the terms of the Depository and Escrow Agreement concluded between the Central Bank of Nigeria (hereinafter referred to as "the CBN") and the Bank for International Settlements (hereinafter referred to as "the BIS"). Interests on the amounts deposited on the Special Deposit Account will be accruing to the benefit of the Bank and the Government of Japan reserves the right to debit the relevant amounts, without prior consent of the Government of Federal Republic of Nigeria, upon mere presentation of the present Notes duly exchanged.

(2) All disbursements relating to the present Notes shall be made by the BIS in accordance with the terms of the Depositary and Escrow Agreement concluded between the CBN and the BIS.

支払う。 3に規定する支払に関し、ナイジェリア連邦共和国政府は債務のうち該当する額を直接銀行の口座に

栄を有します。 が両政府間の合意を構成し、その合意が閣下の返簡の日付の日に効力を生ずるものとすることを提案する光が両政府間の合意を構成し、その合意が閣下の返簡の日付の日に効力を生ずるものとすることを提案する光

二千六年二月十三日にアブジャで本使は、以上を申し進めるに際し、ここに閣下に向かって敬意を表します。

日本国特命全権大使 田中映男ナイジェリア連邦共和国駐在

財務大臣 ンゴジ・オコンジョ=イウェアラ閣下ナイジェリア連邦共和国

(3) Regarding the payments referred to in paragraph 3., the Government of the Federal Republic of Nigeria will pay the relevant amount of the debts directly to the account of the Bank.

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 Federal Republic of Nigeria the foregoing understanding shall constitute an agreement between the two Governments, which shall enter into force on the date of Your Excellency's Note in reply.

I avail myself of this opportunity to extend to Your Excellency the assurance of $my\ highest\ consideration.$

(Signed) Akio Tanaka
Ambassador Extraordinary
and Plenipotentiary of Japan
to the Federal Republic of Nigeria

Her Excellency
Dr. Ngozi Okonjo-Iweala
Minister of Finance
of the Federal Republic of Nigeria

(ナイジェリア側書簡)

THE STATE OF THE S

す。 書簡をもって啓上いたします。本大臣は、本日付の閣下の次の書簡を受領したことを確認する光栄を有し

(日本側書簡)

意する光栄を有します。
びこの返簡が両政府間の合意を構成し、その合意がこの返簡の日付の日に効力を生ずるものとすることに同びこの返簡が両政府間の合意を構成し、その合意がこの返簡の日付の日に効力を生ずるものとすることに同

本大臣は、以上を申し進めるに際し、ここに閣下に向かって敬意を表します。

二千六年二月十三日にアブジャで

ナイジェリア連邦共和国

財務大臣 ンゴジ・オコンジョ=イウェアラ

ナイジェリア連邦共和国駐在

日本国特命全権大使 田中映男閣下

(Nigerian Note)

Abuja, February 13, 2006

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 Federal Republic of Nigeria the foregoing understanding and to agree that Your Excellency's Note and this Note in reply shall constitute an agreement between the two Governments, which shall enter into force on the date of this Note in reply.

I avail myself of this opportunity to extend to Your Excellency the assurance of my highest consideration.

(Signed) Ngozi Okonjo-Iweala Minister of Finance of the Federal Republic of Nigeria

His Excellency Mr. Akio Tanaka Ambassador Extraordinary and Plenipotentiary of Japan to the Federal Republic of Nigeria

象措債 置務 の救済

1本側書

ナイジェリアとの二の債務救済措置 (債務免除を伴う債務支払猶予方式)

取極

(商業上の債務についての債務救済措置(債務免除を伴う債務支払猶予方式)に関する日本国政府とナ イジェリア連邦共和国政府との間の交換公文

(日本側書簡)

(訳文)

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。 日本国政府の代表者とナイジェリア連邦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 ジェリア連邦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 書簡をもって啓上いたします。本使は、二千五年十月十八日、十九日及び二十日にパリで開催されたナイ

1 (1) を超える商業上の債務の元本、契約上の利子、 され又は一若しくは二以上の債務者によって保証され、日本国政府が保険を引き受けた弁済期間が一年 の居住者である関係債権者(以下「債権者」という。)との間で千九百八十五年十月一日より前に契約 くは連邦州のいずれかによって全面的に所有されている公的団体(以下「債務者」という。)と日本国 「商業債務」という。)の総額に適用される。 この取極は、ナイジェリア連邦共和国の政府若しくは連邦州又はナイジェリア連邦共和国の政府若し 繰延利子及び遅延利子であって、次に掲げるもの(以下

- (a) に基づき行われた取極に従って過去に繰り延べられた商業上の債務に関し、 千九百九十一年十月二十八日に日本国政府とナイジェリア連邦共和国政府との間で交換された書簡
- (i) 二千五年九月十四日以前に弁済期限の到来した未払の元本及び繰延利子
- (ii) (i)に規定する債務に対する遅延利子であって、二千五年九月十四日以前に生じた未払のもの

(Japanese Note)

abuja, February 13, 2006

Excellency,

- Governments of the creditor countries concerned held in Paris on October 18, 19 and 20, 2005. I have further the honour to confirm the following understanding reached in the course of the said negotiations: between the representatives of the Government of Japan and of the Government of the Federal Republic of Nigeria that were held on the basis of the conclusions reached during the consultations between the representatives of the Government of the Federal Republic of Nigeria and of the I have the honour to refer to the recent negotiations
- 1. (1) The present arrangements will apply to the total amount of the following principal of, contractual interest on, rescheduling interest on and late interest on the commercial debts with a repayment period of more than one year insured by the Government of Japan, which were contracted before October 1st, 1985 between the Government or a federated State of the Federal Republic of Nigeria or a public entity wholly owned by the Government of the Federal Republic of Nigeria or by one or some of its federated States (hereinafter referred to as "the Debtors") on the one hand and the creditors concerned resident in Japan (hereinafter referred to as "the Creditors") on the one hand end the creditors on the concerned to as "the Debtors" of the Debtors (hereinafter referred to as "the Creditors") on the one hand end the creditors concerned to as "the Creditors") on the other, or which were covered by the guarantee of one or several of the Debtors (hereinafter referred to as "the Commercial Debts"):
- (a) For the commercial debts previously rescheduled pursuant to the arrangements made by the Notes exchanged between the Governments of Japan and of the Federal Republic of Nigeria on October 28, 1991,
- the principal and rescheduling interest having fallen due on or before September 14, 2005 and not paid;

(i

(ii) the late interest on the debts referred to in (i) above having accrued on or before September 14, 2005 and not paid;

(iii) 二千五年九月十五日以降に弁済期限の到来したか又は到来する未払のすべての元本

- (iv) を含む。)の間に生じた未払のもの 一個に規定する債務に対する利子であって、 最後の利子支払日から二千五年九月十四日まで (同日
- (b) 行われた取極に従って過去に繰り延べられた商業上の債務に関し、 二千三年九月十九日に日本国政府とナイジェリア連邦共和国政府との間で交換された書簡に基づき
- (i) 二千五年九月十四日以前に弁済期限の到来した未払の元本及び繰延利子
- (ii) (i)に規定する債務に対する遅延利子であって、二千五年九月十四日以前に生じた未払のもの
- (iii) 二千五年九月十五日以降に弁済期限の到来したか又は到来する未払のすべての元本
- (iv) を含む。)の間に生じた未払のもの (iii) に規定する債務に対する利子であって、 最後の利子支払日から二千五年九月十四日まで(同日
- (2) (a) 五、八一九、七六二円)となる。 (1)(a)(i)に規定する債務の総額は、二百三十二億七千五百八十一万九千七百六十二円(二三、二七
- (b) 五、四七五円)となる。 (1)(a)近に規定する債務の総額は、 十一億三千七百九十六万五千四百七十五円(一、一三七、 九六
- (c) 八円)となる。 (1)(3) (1)に規定する債務の総額は、五十五億三千三十万千九百七十八円(五、五三〇、三〇一、九七

- (iii) all the principal having fallen or falling due on or after September 15, 2005 and not paid; and
- (iv) the accrued interest on the debts referred to in (iii) above having accrued from the last interest date up to September 14, 2005 inclusive and not paid.
- (b) For the commercial debts previously rescheduled pursuant to the arrangements made by the Notes exchanged between the Governments of Japan and of the Federal Republic of Nigeria on September 19, 2003,
- (<u>i</u> the principal and rescheduling interest having fallen due on or before September 14, 2005 and not paid;

(ii)

- (iii) the late interest on the debts referred to in (i) above having accrued on or before September 14, 2005 and not paid;
- all the principal having fallen or falling due on or after September 15, 2005 and not paid; and
- (iv) the accrued interest on the debts referred to in (iii) above having accrued from the last interest date up to September 14, 2005 inclusive and not paid.
- (2) (a) The total amount of the debts referred to in (a)(i) of sub-paragraph (1) above will be twenty-three billion two hundred and seventy-five million eight hundred and nineteen thousand seven hundred and sixty-two yen (#23,275,819,762).
- (b) The total amount of the debts referred to in (a)(ii) of sub-paragraph (1) above million one hundred and thirty-seven million nine hundred and sixty-five thousand four hundred and seventy-five thousand four hundred and seventy-five yen (#1,137,965,475).
- (c) The total amount of the debts referred to in (a)(iii) of sub-paragraph (1) above will be five billion five hundred and thirty million three hundred and one thousand nine hundred and seventy-eight yen (¥5,530,301,978).

- (d) (1)(a)(がに規定する債務の総額は、九百二十七万六千五百十三円(九、二七六、五一三円)となる。
- 八、七六〇円)となる。 (1)(6)(1)に規定する債務の総額は、三百八十一億四千九十八万八千七百六十円(三八、一四〇、九八)
- 円)となる。 円)となる。 円ののに規定する債務の総額は、十九億三千百十一万千百五十九円(一、九三一、一一一、一五九年)

- 2 商業債務の一部に関し、これら債務の免除の条件はなかんずく次の原則を含む。
- れる。 1 二十億九十八万千四百八十二円(二、〇〇〇、九八一、四八二円)が、既に支払われたことが確認さ
- れたことが確認される。 3 百三十九億九千二百七十五万三千二百九十六円(一三、九九二、七五三、二九六円)が、既に支払わ

- (d) The total amount of the debts referred to in (a)(iv) of sub-paragraph (1) above will be nine million two hundred and seventy-six thousand five hundred and thirteen yen (#9,276,513).
- (e) The total amount of the debts referred to in (b)(i) of sub-paragraph (1) above will be thirty-eight billion one hundred and forty million nine hundred and eighty-eight thousand seven hundred and sixty yen (\frac{438}{38},140,988,760).
- (f) The total amount of the debts referred to in (b)(ii) of sub-paragraph (1) above will be one billion nine hundred and thirty one million one hundred and eleven thousand one hundred and fifty-nine yen(%1,931,111,159).
- (g) The total amount of the debts referred to in (b)(iii) of sub-paragraph (1) above will be two hundred and eighty-eight billion six hundred and seventy-three million three hundred and forty-three thousand eight hundred and fourteen yen (¥288,673,343,814).

 (h) The total amount of the debts referred to in (b)(iv) of sub-paragraph (1) above will be three
- (h) The total amount of the debts referred to in (b)(iv) of sub-paragraph (1) above will be three billion eight hundred and fifty-three million one hundred and ninety-five thousand nine hundred and seventy-two yen (\frac{\pmathbf{x}}{3},853,195,972).
- With regard to a part of the Commercial Debts, the terms and conditions of the cancellation of these debts will contain, inter alia, the following principles:
 (1) it is confirmed that two billion nine hundred and

eighty-one thousand four hundred and eighty-two yen(#2,000,981,482) has been already paid; and

- (2) it is confirmed that sixty-nine billion seven hundred and ninety-five million ninety-two thousand eight hundred and ninety-seven yen (¥69,795,092,897) has been already paid; and
- (3) it is confirmed that thirteen billion nine hundred and ninety-two million seven hundred and fifty-three thousand two hundred and ninety-six yen (¥13,992,753,296) has been already paid.

- 3 (1) 三三一、八四八、〇〇〇円)が、この書簡の交換の日に免除される。 2(1)及び(2)に規定する支払が行われたことを条件として、九百十三億三千百八十四万八千円(九一、
- (2) 日までの間(両期日を含む。)に生じた商業債務に対する利子は、この書簡の交換の日に免除される。 2(3)に規定する支払が行われたことを条件として、二千五年九月十五日からこの書簡の交換の日の前
- 4 (1) 利子率(遅延利子を含む。)は、この書簡の附属書Ⅰに掲げられる。 二千五年九月十五日からこの書簡の交換の日の前日までの間(両期日を含む。)に生じた商業債務の
- (2) 率を乗じて算定される。 ಠ್ಠ 利子の額は、 前記の算定方法を算式で表したものが、この書簡の附属書Ⅱに掲げられる。 未決済の債務の額に当該債務が決済されないままに経過した日数及び一日当たりの利子 一日当たりの利子率は、(1)に規定する利子率を三百六十五日で除して算定され
- 5 償還されていない商業債務の残りの部分については
- (1) 五百二十七億三百五十五万八千三百八十四円(五二、七〇三、五五八、三八四円)が、支払われる。 MFが政策支援措置(以下「PSI」という。)の第一次審査を承認した日から二十営業日以内に
- (2) の日まで支払いが猶予される。IMFが二千六年五月三十一日までにPSIの第一次審査を承認し、 一七、七六九、三七四円)が免除される。 千三百二十七億二千七百七十六万九千三百七十四円(一三二、七二七、七六九、三七四円)が、 ②及び③並びに前記①に規定する支払が行われたことを条件として、この債務 (一三二、七 免除 カュ

- paragraphs (1) and (2) of paragraph 2. have been fully made, ninety-one billion three hundred and thirty-one million eight hundred and forty-eight thousand yen (\pmu_91,331,848,000) will be cancelled on the date of the exchange of the present Notes. Provided that the payments referred to
- (2) Provided that the payment of sub-paragraph (3) of paragraph 2. has been fully made, the interest on the Commercial Debts accruing between September 15, 2005 and the previous day of the date of exchange of the present Notes, both dates inclusive, will be cancelled on the date of exchange of the present Notes.
- and the previous day of the date of exchange of the 4. (1) The rates of interest (including late interest) on the Commercial Debts accruing between September 15, 2005 present Notes, both dates inclusive, are shown in ANNEX I nereto.
- multiplying the amount of interest will be calculated by multiplying the amount of the debt unsettled by the product of the number of the days the debt has not been settled and the daily interest rate. The daily interest rate is calculated by dividing the rate of interest referred to in sub-paragraph (1) above by three hundred and sixty-five sub-paragraph (1) above by three hundred and sixty-five of the method of calculation mentioned above is shown in the Annex II attached hereto. (365). The illustration in the form of numerical formula
- Debts outstanding: With regard to the remaining part of the Commercial
- (1) fifty-two billion seven hundred and three million five hundred fifty-eight thousand three hundred and eighty-four yen (\pm 52,703,558,384) will be paid not later than 20 business days after the approval of the first review under the Policy Support Instrument (hereinafter referred to as "the PSI") by the IMF; and
- twenty-seven million seven hundred and sixty-nine thousand three hundred and seventy-four yen (#132,727,769,374) will be deferred until the day of the cancellation. Provided that the IMF has approved the first review under the PSI not later than May 31, 2006 and that the payments referred to in sub-paragraphs (1), (2) and (3) of paragraph 2. and sub-paragraph (1) above have been fully made, the debts (#132,727,769,374) will be cancelled. one hundred thirty-two billion seven hundred and

ナイジェリアとの二の債務救済措置

- (3) する債務に対する利子は、②に規定する債務の免除の際に、 免除される。
- 6 (1) はナイジェリア連邦共和国政府の事前の同意なしに、交換されたこの書簡の提示のみにより該当する額 を引き出す権利を留保する。 特別勘定に行われた。特別勘定に支払われた額に対する利息は債権者の利益のために生じ、日本国政府 (以下「BIS」という。)との間で締結したBIS特別勘定合意書の条件に基づき設立、 2(2)及び(3)に規定する支払は、ナイジェリア中央銀行(以下「CBN」という。)と国際決済銀行 維持される
- (2) 件に基づき、BISによって行われる。 この書簡に関係するすべての支出は、CBNとBISとの間で締結されたBIS特別勘定合意書の条
- (3) の関係当局の口座に支払う。 5⑴に規定する支払に関し、 ナイジェリア連邦共和国政府は債務のうち該当する額を直接日本国政府
- 7 支払われる利子については、ナイジェリア連邦共和国のすべての租税及び課徴金が免除される。
- 8 する銀行口座に支払われる時までに生ずる銀行手数料を支払う。 ナイジェリア連邦共和国政府は、関係する商業上の債務の決済に伴って、日本国政府の関係当局が指定
- 9 別段の合意がある場合を除くほか、 関係する契約の条件のうちこの書簡において特に言及されていないものは、 引き続き適用されることが確認される。 関係する契約の当事者間で

継続契約の

- (3) the interest on the debts referred to in sub-paragraphs (1) and (2) above accruing between the date of the exchange of the present Notes and the day of the cancellation referred to in sub-paragraph (2) above, both dates inclusive, will be cancelled upon the cancellation of the debts referred to in sub-paragraph (2) above.
- and (3) of paragraph 2. were made to the Special Depository Account established and managed in accordance with the terms of the Depository and Escrow Agreement concluded between the Central Bank of Nigeria (hereinafter referred to as "the CBN") and the Bank for International Settlements (hereinafter referred to as "the BIS"). Interests on the amounts deposited on the Special Deposit Account will be accruing to the benefit of the Creditors and the Government of Japan reserves the right to debit the relevant amounts, without prior consent of the Government of the Federal Republic of Nigeria, upon mere presentation of the present Notes duly exchanged.
- (2) All disbursements relating to the present Notes shall be made by the BIS in accordance with the terms of the Depositary and Escrow Agreement concluded between the CBN and the BIS.
- (3) Regarding the payments referred to in sub-paragraph (1) of paragraph 5., the Government of the Federal Republic of Nigeria will pay the relevant amount of the debts directly to the account of the authorities concerned of the Government of Japan
- The interest paid will be exempted from all taxes duties of the Federal Republic of Nigeria. and
- pay bank charges incidental to the settlement of the commercial debts concerned before and up to the time a payment reaches the bank account to be designated by the authorities concerned of The Government of the Federal Republic of Nigeria will the Government of Japan
- 9. It is confirmed that the terms and conditions of the contracts concerned not mentioned in this Note will remain applicable, unless otherwise agreed upon by the parties to the contracts concerned.

て債権を有するものに与えられる条件より不利でない条件を、債権者に直ちに与える。措置に関して2、3又は5に規定する条件より有利な条件を与えた場合には、当該第三国の居住者であった債権を有するものに対し債務救済

10

イジェリア連邦共和国政府との間でこの取極の継続又は修正について討議するための協議が行われる。連邦共和国政府の代表者及び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、日本国政府とナ11(1) ナイジェリア連邦共和国の債務(この取極が対象とする債務を含む。)の再編に関し、ナイジェリア

栄を有します。 が両政府間の合意を構成し、その合意が閣下の返簡の日付の日に効力を生ずるものとすることを提案する光が両政府間の合意を構成し、その合意が閣下の返簡の日付の日に効力を生ずるものとすることを提案する光 本使は、更に、この書簡及びナイジェリア連邦共和国政府に代わって前記の了解を確認される閣下の返簡

二千六年二月十三日にアブジャで本使は、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。

10. If the Government of the Federal Republic of Nigeria accords to creditors resident in any third country terms and conditions more favourable than those referred to in paragraph 2., paragraph 3. or paragraph 5. with regard to debt relief measures, the Government of the Federal Republic of Nigeria will forthwith accord to the Creditors the terms and conditions not less favourable than those accorded to the creditors resident in such third country.

11. (1) If the representatives of the Government of the Federal Republic of Nigeria and the representatives of the Governments of the creditor countries come to a new conclusion in connection with the reorganization of the Federal Republic of Nigeria's debts including the Commercial Debts covered by the present arrangements, consultations shall be held between the Government of Japan and the Government of the Federal Republic of Nigeria in order to discuss the matter of continuation or modification of the present arrangements.

(2) If the representatives of the Government of the Federal Republic of Nigeria and the representatives of the Governments of the creditor countries come to a new conclusion regarding technical modifications regarding the implementation of the present arrangements arising from a delay of approval of the first review under the PSI by the IMF, necessary modification of the present arrangements may be made relating to the date of approval of the first review under the PSI by the IMF referred to in subparagraph (2) of paragraph 5. by mutual consent between the competent authorities of the Government of Japan and of the Government of the Federal Republic of Nigeria.

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 Federal Republic of Nigeria the foregoing understanding shall constitute an agreement between the two Governments, which shall enter into force on the date of Your Excellency's Note in reply.

I avail myself of this opportunity to renew to Your Excellency the assurance of $my\ highest\ consideration.$

(Signed) Akio Tanaka Ambassador Extraordinary and Plenipotentiary of Japan to the Federal Republic of Nigeria

ナイジェリア連邦共和国駐在

日本国特命全権大使 田中映男

Her Excellency
Dr. Ngozi Okonjo-Iweala
Minister of Finance
of the Federal Republic of Nigeria

ナイジェリア連邦共和国

財務大臣 ンゴジ・オコンジョ=イウェアラ閣下

利子率表

附属書Ⅰ

日本円 貨 二千三年九月十九日 千九百九十一年十月二十八日 書 交 换 Ħ (c) 1 及 (1) び (a) (d) 、 (b) (c) 1 及 (1) び (a) (d) 、 (b) 書簡中条項 二・九パーセント ポイント ポイント ポイント 長期プライムレート 長期プライムレート 繰 延 金 利 三・四パーセント 遅 延 金 利

Interest Rate Schedule

Currency	Date of E/N	Articles referred to in E/N	Rescheduling interest rate	Late interest rate
Japanese	1991/10/28	1991/10/28 $\begin{pmatrix} 1.(1) & (a), \\ (b), & (c) \\ (d) \end{pmatrix}$	L/T prime L/T prime Rate + 37.5bp Rate +87.5bp	L/T prime Rate +87.5b
Yen	2003/9/19	1.(1)(a), (b), (c) and 2.9% (d)	2.9%	3.4%

ANNEX II

利子の額の算定方法の算式

$$I = A \times D \times R \times \frac{1}{365}$$

I:利子の額

R:年間の利子率

注

(1) での間(両期日を含む。)の日数に等しい。 D は、 各々の当初の弁済期日又は二千五年九月十五日のいずれか遅い日からこの書簡の交換の日ま

(2) Rは、附属書Iに記載のとおり。

A:未決済の債務の額

D:債務が決済されないままに経過した日数

(NOTE) With respect to the amount of interest:

(1)

D is equal to the number of the days from each original due date or September 15, 2005, whichever is later, to the previous day of the date of the exchange of the present Notes, both dates inclusive.

R is shown in Annex I.

 $I = A \times D \times R \times 1/365$

Numerical formula of the method of calculation of the amount of interest $% \left(1\right) =\left(1\right) +\left(1\right) =\left(1\right) +\left(1\right) +\left(1\right) =\left(1\right) +\left(1\right) +\left$

The amount of interest

The amount of the debt unsettled

The number of the days the debt has not been settled

U Þ

The rate of interest (per annum)

×

(2)

(ナイジェリア側書簡)

(訳文)

(日本側書簡)

意する光栄を有します。 びこの返簡が両政府間の合意を構成し、その合意がこの書簡の日付の日に効力を生ずるものとすることに同びこの返簡が両政府間の合意を構成し、その合意がこの書簡の日付の日に効力を生ずるものとすることに同

二千六年二月十三日にアブジャで本大臣は、以下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。

ナイジェリア連邦共和国

財務大臣 ンゴジ・オコンジョ=イウェアラ

ナイジェリア連邦共和国駐在

日本国特命全権大使 田中映男閣下

(Nigerian Note)

Abuja, February 13, 2006

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 Federal Republic of Nigeria the foregoing understanding and to agree that Your Excellency's Note and this Note in reply shall constitute an agreement between the two Governments, which shall enter into force on the date of this Note in reply.

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

(Signed) Ngozi Okonjo-Iweala Minister of Finance of the Federal Republic of Nigeria

His Excellency Mr. Akio Tanaka Ambassador Extraordinary and Plenipotentiary of Japan to the Federal Republic of Nigeria

ナイジェリアとの二の債務救済措置(債務免除を伴う債務支払猶予方式)取極

ものである。が一定のものを支払った後、段階的に債務免除を実施することについての両政府の了解を確認したが一定のものを支払った後、段階的に債務免除を実施することについての両政府の了解を確認したこれらの取極は、我が国に対するナイジェリアの債務の元本及び利子につき、ナイジェリア政府(参考)