(略称) モロッコとの円借款取極

平成	平成
十九年	十九年
三月	三月
三十日	三十日
効力発生	ラバトで

平成

十九年

四月

十六日

告示

(外務省告示第二六〇号)

11 協議	10 事業計画の進捗状況についての情報及び資料の提供・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・	9 借款の適正使用等	8 借款、利子等の免税	7 日本国民の入国及び滞在に対する便宜供与・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・	6 生産物の海上輸送及び海上保険・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・	5 生産物又は役務の調達・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・	4 借款の対象・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・	3 元本の償還及び利子等の支払	2 借款契約の締結及び借款の条件・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・	1 円借款の供与・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・	日本側書簡	目次
一二〇九									·····110七	1二〇七	1二〇七	ページ

モロッコとの円借款取極

一 三 〇 五

モロッコ側書簡・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・	付表	12 書簡と付表との関係・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・
		一二〇九

れる日本国の借款に関して日本国政府の代表者とモロッコ王国政府の代表者との間で最近到達した次の了解 を確認する光栄を有します。 書簡をもって啓上いたします。本使は、モロッコ王国の経済の安定及び開発努力を促進するために供与さ

的として、各事業計画につき付表3欄に定める配分に応じ、国際協力銀行(以下「銀行」という。)によ 営水道公社(以下「借入人」という。)に供与されることになる。 款」という。) が、この書簡の付表(以下「付表」という。) 1欄に掲げる事業計画を実施することを目 百三十七億五千六百万円(一三、七五六、〇〇〇、〇〇〇円)の額までの円貨による借款(以下「借 日本国の関係法令に従って、付表2欄に掲げるモロッコ王国政府、アルオムラン国土整備公社及び国

2 (1) に関する手続は、なかんずく付表4欄、付表5欄及び付表6欄にそれぞれ掲げる利子率、償還期間及び 支出期間を含むことになる前記の借款契約によって規律される。 借款は、借入人と銀行との間で締結される借款契約に基づいて使用に供される。借款の条件及び使用

(2) ·環境に対する配慮を含む。)を確認した後に締結される。 ①に規定する借款契約の各々は、銀行が当該借款契約に係る付表1欄に掲げる事業計画の実行可能性

(3) 付表6欄に掲げるそれぞれの支出期間は、両政府の関係当局の同意を得て延長することができる。

(Japanese Note)

(円借款の供与に関する日本国政府とモロッコ王国政府との間の交換公文)

(日本側書簡)

Rabat, March 30, 2007

Excellency,

Kingdom of Morocco concerning a Japanese loan to be extended with a view to promoting the economic stabilization and development efforts of the Kingdom of understanding recently reached between the representatives of the Government of Japan and of the Government of the Morocco: I have the honour to confirm the following be of

regulations of Japan, to the Government of the Kingdom of Morocco, Holding d'Amenagement Al Omrane and Office National de l'Eau Potable (hereinafter referred to as "the Borrowers") enumerated in Column 2 of the Annex attached hereto (hereinafter referred to as "the Annex") by Japan Bank for International Cooperation (hereinafter referred to as "the Bank") for the purpose of implementing the projects enumerated in Column 1 of the Annex according to the allocation for each project as specified in Column 3 of the 1. A loan in Japanese yen up to the amount of thirteen billion seven hundred and fifty-six million yen (¥13,756,000,000) (hereinafter referred to as "the Loan") will be extended, in accordance with the relevant laws and Annex.

procedures for its utilization will be governed by the said loan agreements which will contain, inter alia, the rate of interest, the repayment period and the disbursement period enumerated respectively in Columns 4, 5, and 6 of the (1) The Loan will be made available by loan agreements to be concluded between the Borrowers and the Bank. The terms and conditions of the Loan as well as the Annex.

(2) Each of the loan agreements mentioned in sub-paragraph (1) above will be concluded after the Bank is satisfied of the feasibility, including environmental consideration, of the projects enumerated in Column 1 of the Annex to which such loan agreements relate.

(3) The respective disbursement periods enumerated Column 6 of the Annex may be extended with the consent of the authorities concerned of the two Governments. nT

- なる課徴金の支払も、 アルオムラン国土整備公社及び国営水道公社に供与される借款の元本の償還並びに利子及びその他いか モロッコ王国政府によって保証される。
- 4 (1) で、 において、 とのある契約に基づいて行われるものを対象として使用に供される。ただし、当該購入は、調達適格国 付表1欄に掲げる事業計画の実施に必要な生産物又は役務の購入のために両者の間で締結されるこ それらの国で生産される生産物又はそれらの国から供給される役務について行われる。 モロッコの実施機関が調達適格国の供給者、請負業者又はコンサルタントに対して行う支払
- (2) (1)に規定する調達適格国の範囲は、 両政府の関係当局間で合意される。
- (3) することができる 借款の一部は、 付表1欄に掲げる事業計画の実施のための適格な現地通貨の需要に充てるために使用
- 5 る。 札の手続が適用できないか又は適当でない場合を除くほか従うべき国際競争入札の手続をなかんずく定め モロッコ王国政府は、4(1)に規定する生産物又は役務が銀行の調達のためのガイドライン)に従って調達されることを確保する (国際競争入
- 6 海上保険会社の間の公正かつ自由な競争を妨げることのあるいかなる制限を課することも差し控える。 モロッコ王国政府は、借款に基づいて購入される生産物の海上輸送及び海上保険に関し、海運会社及び
- 7 国及び同国における滞在に必要な便宜を与えられる。 4(1)に規定する生産物又は役務の供給に関連してモロッコ王国においてその役務が必要とされる日本国 モロッコ王国において施行されている関係法令の範囲内で、 作業の遂行のためモロッコ王国への入
- 8 口 モロッコ王国政府は、 ッコ王国において課されるすべての財政課徴金及び租税を免除する。 銀行について、 借款及びそれから生ずる利子に対して又はそれらに関連してモ

- 3. The repayment of principal of the Loan extended Holding d'Aménagement Al Omrane and Office National of other charges thereon, shall be guaranteed by the Government of the Kingdom of Morocco. l'Eau Potable, as well as the payment of interest and any
- 4. (1) The Loan will be made available to cover payments to be made by the Moroccan executing agencies to suppliers, contractors and/or consultants of eligible source countries under such contracts as may be entered into between them for purchases of products and/or services required for the implementation of the projects enumerated in Column 1 of services supplied from those countries eligible source countries for products produced in and/or the Annex, provided that such purchases are made in such The Loan will be made available to cover payments
- (2) The scope of eligible source countries mention in sub-paragraph (1) above shall be agreed upon between authorities concerned of the two Governments. mentioned between the
- (3) A part of the Loan may be used to cover eligible local currency requirements for the implementation of the projects enumerated in Column 1 of the Annex. The Government of the Kingdom of Morocco shall ensure
- forth, inter alia, the procedures of international competitive bidding to be followed except where such paragraph (1) of paragraph 4. are procured in accordance with the guidelines for procurement of the Bank, which set procedures are inapplicable or inappropriate. that the products and/or services mentioned in sub-
- 6. With regard to the shipping and marine insurance the products purchased under the Loan, the Government the Kingdom of Morocco shall refrain from imposing any restrictions that may hinder fair and free competition among the shipping and marine insurance companies. of of
- the Kingdom of of their work. 7. Japanese nationals whose services may be required in the Kingdom of Morocco in connection with the supply of the products and/or services mentioned in sub-paragraph (1) of paragraph 4. shall be accorded, in accordance with the such facilities as may be necessary for their entry into the Kingdom of Morocco and stay therein for the performa paragraph 4. shall be accorded, in accordance with the relevant laws and regulations of the Kingdom of Morocco, the performance
- the Bank from all fiscal levies and taxes imposed in the Kingdom of Morocco on and/or in connection with the Loan as well as interest accruing therefrom The Government of the Kingdom of Morocco shall exempt

- 9 モロッコ王国政府は、次のことを確保するために必要な措置をとる。
- (1) 借款が適正にかつ専ら付表1欄に掲げる事業計画のために使用されること。
- (2) 借款に基づいて建設される施設がこの了解に定める目的のために適正にかつ効果的に維持され及び使
- についての情報及び資料を提供する。 モロッコ王国政府は、要請に応じ、日本国政府及び銀行に対し、付表1欄に掲げる事業計画の進捗状況
- 両政府は、この了解から又はそれに関連して生ずることのあるいかなる事項についても相互に協議す
- 12 付表は、この書簡の不可分の一部を成す。

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栄を有しま 本使は、 更に、この書簡及びモロッコ王国政府に代わって前記の了解を確認される閣下の返簡が両政府間

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。 二千七年三月三十日にラバトで

モロッコ王国駐在

日本国特命全権大使 広瀬晴子

モロッコ王国

財政・民営化大臣 ファタラ・ウアラルー閣下

- 9. The Government of the Kingdom of Morocco shall take necessary measures to ensure that:
- the Loan be used properly and exclusively for the projects enumerated in Column 1 of the Annex; and
- (2) the facilities constructed under the Loan be maintained and used properly and effectively for the purpose prescribed in the present understanding.
- 10. The Government of the Kingdom of Morocco shall, upon request, furnish the Government of Japan and the Bank with information and data concerning the progress of the implementation of the projects enumerated in Column 1 of the Annex.
- 11. The two Governments shall consult with each other with respect to any matter that may arise from or in connection the present understanding.
- The Annex shall form an integral part of the present
- 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 Kingdom of Morocco 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) Haruko Hirose Ambassador Extraordinary and Plenipotentiary of Japan to the Kingdom of Morocco

Mr. Fathallah Oualalou Minister of Finance and Privatization

付 表

Annex

総額	3 下水道整備計画		2 都市環境改善計	1 河川流域保全計	事業計画名	1
	社営水道公		公ンア 社国ルオ 土整備 ラ	国政府 コエ	借入人名	2
	万円五十億五千四百		百万円	百万円億六千五	供与限度額	3
		部分。	関連部分) 関連部分) 関連部分) 関連部分) 関連部分)			
	〇・七五	一 五	〇・七五	対ホ・○	ン (利 トパ子 セ率	4
百三十七億	間の後三十年十年の据置期	間の後二十年十年の据置期	間の後三十年十年の据置期	間の後三十年の据置期	償還期間	5
百三十七億五千六百万円	七年		八年	八年	のの後 (借款契 の 日約 日約 日約	6

	七年				-					ノ年	E			ノ白	ا =			光效の日	で意う糸	T 大 型 引 一	出钥引一		6	3	
	ω									_	_		·									_			7
System Development	Sewerage							, 100	Dro-ient	Improvement	Environment					_	Management	Watershed			Project				Column 1
National de l'Eau Potable	Office										Al Omrane	d'Aménagement	Holding			of Morocco	the Kingdom	Government of			Borrower			1	Column 2
million yen	5,054														٠	ven	million	3,165		-	amount	Maximum			Column 3
					The part or general terms	portion)	pollution	industrial	problems,	environmental	terms(global	preferential	The part of												
	0.75%												0.75%								interest	Rate of			Column 4
the grace	thirty (30)	(10) years	period of ten	the grace	years after				(10) years	period of ten	the grace	years after	thirty (30)	(10) years	period of ten	the grace	years after	thirty (30)			period	Repayment			Column 5
	seven (7) year												eight(8) years		-			eight(8) years	loan agreement	force of the	coming into	the date of	period (after	Disbursement	Column 6
	System National de million Development l'Eau Potable yen	3. Sewerage Office 5,054 0.75% System National de million Development 1 Eau Potable yen	3. Sewerage Office 5,054 0.75% thirty (30) System National de million years after Development l'Eau Potable yen the grace	3. Sewerage Office 5,054 0.758 thirty (30) System Mational de million year after Development l'Eau potable yen the grace	3. Sewerage Office 5,054 pariod of ten System National de Million years after Development 1 Eau potable yen the grace	The part of 1.5 % twenty (27) The part of 1.5 % t	Deprison The part of 1.5 % twenty (20) The part of 1.5 % the part of the part	J. Sewerage Office System National de Development l'Enu potable yen the grace de l'enu potable yen l'enu pot	Johnstrial pollution pollution pollution pollution portion) The part of 1.5 % twenty (20) Period of ten (21) years 3. Sewerage Office 5,054 System National de million Development 1.2 mu potable yen the grace The grace of the price of the grace of the	Project Industrial pollution portion property (30) years after problems problems problems problems portion portion portion portion problems problems portion portion portion problems problems problems portion portion portion problems problem	Project Improvement problems, (10) years project project problems, (10) years project problems, (10) years project pro	Improvement Al Omrane yen terms (global priod of ten project p	Thyring d'Aménadgement million preferential the grace for terms (global the grace from the project from the	2. Urban Areas Holding 5,537 The part of 0.73% thirty (30) Living and displayed from the first part of comment all first personal deprecation of tense (global problems, problems, findustrial personal defense personal de defense personal defense personal defense personal defense personal de de defense personal de	2. Urban Areas Holding 5,537 The part of 0.75% thirty (30) The part of 2 personnel 2 personnel 2 personnel 3 personnel 3 personnel 4 personnel 4 personnel 4 personnel 5 personnel 5 personnel 6 personnel 6 personnel 7 personnel 7 personnel 7 personnel 8 perso	2. Urban Areas Holding 5,537 The part of (10) years (20) Living d'Aménagement million préferential the grace project 1.5 % thirty (30) the project 1.5 % the grace 1.5 % the g	project of Morocco yen the grace the grace period of ten (10) years after function project and the grace period of ten (10) years after function project and the project and the grace project and the project	Project the frace period of ten project the grace after the frace period of ten period	1. Watershed Government of 3,165 Management the Kingdom million with grace project of Morocco years after the grace project of Morocco years after the grace project of Morocco years after Living and Areas Holding million preferential project and the grace the grace and the grace the grace project with grace project and the grace project project with grace project project project with grace project project project with grace project project project project project with grace project pr	1. Watershed Government of 3,165 Management the Kingdom million Project of Morace 2. Urban Areas Holding yen Invironment Al Omrane Environment Al Omrane Project Mation Project Mation Project Mation System Office System Development I Fan Potable yen Development I Fan Potable Development I Fan Potable Development I Fan Potable Project Mational de Million Development I Fan Potable Development I Fan Potable Project Mational de Million Development I Fan Potable Development I Fan Potable Development I Fan Potable Project Mational de Million Development I Fan Potable Development I Fan Potabl	1. Watershed Government of 3,165 Analogement the Kingdom million million project of Morocco yen 2. Urban Areas Holding d'Aménagement million preferential Living d'Aménagement million preferential improvement Al Omrane project appropriet appropriet project proj	Project Borrower amount Interest period	Project Borrower Amount Interest period interest period amount Interest period amount Interest period of ten period	Project Borrower amount Rate of Repayment Interest Pariod Interest Interest Pariod Interest Pa	Project Borrower amount Rate of period Repayment interest after Management the Kingdom yen and interest Project Of Morocco Yen Individual Project Of Individual Project Office Of

Total amount: 13,756 million Yen

します。

(日本側書簡)

書簡をもって啓上いたします。本大臣は、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栄を有

(訳文)

(モロッコ側書簡)

(Moroccan Note)

Rabat, March 30, 2007

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 Kingdom of Morocco 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.

が両政府間の合意を構成し、その合意がこの返館の日付の日に効力を生ずるものとすることに同意する光栄

本大臣は、更に、前記の了解をモロッコ王国政府に代わって確認するとともに、閣下の書簡及びこの返簡

を有します。

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。

二千七年三月三十日にラバトで

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

(Signed) Fathallah Oualalou Minister of Finance and Privatization

モロッコ王国 財政・民営化大臣 ファタラ・ウアラルー

モロッコ王国駐在

日本国特命全権大使 広瀬晴子閣下

Her Excellency
Mrs. Haruko Hirose
Ambassador Extraordinary
and Plenipotentiary of Japan
to the Kingdom of Morocco

百三十七億五千六百万円までの円借款を供与することについての両政府の了解を確認するものである。この取極は、国際協力銀行がモロッコ政府、アルオムラン国土整備公社及び国営水道公社に対し、(参考)