

◎ナクル市下水道施設修復・拡張計画のための贈与に関する日本国政府と
ケニア共和国政府との間の交換公文

(略称) ケニアとのナクル市下水道施設修復・拡張計画のための贈与取
極

平成	七年	五月二十二日	ナイロビで
平成	七年	五月二十二日	効力発生
平成	七年	七月二十七日	告示

(外務省告示第四四七号)

概 要

- 1 援助の目的及び内容 ナクル市下水道施設修復・拡張計画を実施するために必要な
(a) 下水処理場及び下水ポンプ場の修復及び拡張に必要な生産物及び役務の供与
(b) 車両及び機材並びにそれらの調達に必要な役務の供与
(c) 前記(a)及び(b)の生産物の輸送に必要な役務の供与
- 2 贈与の限度額 十三億八千三百万円
(平成七年度 四億六千八百万円)
(平成八年度 九億千五百万円)
- 3 贈与の使用期限
平成八年三月三十一日まで (平成七年度分)
平成九年三月三十一日まで (平成八年度分)
- 4 署名者
日本側 堀内伸介在ケニア大使

ケニアとのナクル市下水道施設修復・拡張計画のための贈与取極

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ケニア側 ムサリア・ムダヴァディ大蔵大臣

(Japanese Note)

Nairobi, May 22, 1995

Excellency,

I have the honour to refer to the Exchange of Notes dated August 1, 1994, between the Government of Japan and the Government of the Republic of Kenya concerning Japanese economic cooperation for the execution of the Nakuru Sewage Works Rehabilitation and Expansion Project (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 the Republic of Kenya, the Government of Japan will extend to the Government of the Republic of Kenya, in accordance with the relevant laws and regulations of Japan, a grant up to one billion three hundred and eighty-three million yen (¥1,383,000,000) (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, 1996;

four hundred and sixty-eight million yen (¥468,000,000)

(2) term II

period between April 1, 1996 and March 31, 1997;

nine hundred and fifteen million yen (¥915,000,000)

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

(a) products and services necessary for the rehabilitation and expansion of sewage treatment works and pumping station (hereinafter jointly referred to as "the Facilities");

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

(c) services necessary for the transportation of the products referred to in (a) and (b) above to ports in the Republic of Kenya, 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) and (b) of sub-paragraph (1) above, which are products of countries other than Japan or the Republic of Kenya 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 the Republic of Kenya.

4. The Government of the Republic of Kenya 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 Kenya 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 Kenya in an authorized foreign exchange bank of Japan designated by the Government of the Republic of Kenya 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 Kenya 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 Kenya or its designated authority.

6. (1) The Government of the Republic of Kenya 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 Kenya 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 Kenya 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 Kenya 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 products purchased under the Grant, the Government of the Republic of Kenya 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 Kenya.

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 the Republic of Kenya 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) Shinsuke Horiuchi
Ambassador Extraordinary
and Plenipotentiary of Japan
to the Republic of Kenya

The Honourable
Mr. W. Musalia Mudavadi
Minister for Finance
of the Republic of Kenya

(Kenyan Note)

Nairobi, May 22, 1935

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 Kenya 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) W. Musalia Mudavadi
Minister for Finance
of the Republic of Kenya

His Excellency
Mr. Shinsuke Horiuchi
Ambassador Extraordinary
and Plenipotentiary of Japan
to the Republic of Kenya