

◎食糧増産援助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) ケニアとの食糧増産援助取極

平成	七年	八月二十八日	ナイロビで
平成	七年	八月二十八日	効力発生
平成	七年十一月二十八日		告示

(外務省告示第六三六号)

概要

- 1 援助の目的及び内容 食糧生産の増大に寄与するための農業物資及びその輸送に必要な役務の供与
- 2 贈与の限度額 八億円
- 3 贈与の使用期限 平成八年三月三十一日まで
- 4 署名者
日本側 堀内伸介在ケニア大使
ケニア側 ムサリア・ムダヴァディ大蔵大臣

(Japanese Note)

Nairobi, August 28, 1995

Excellency,

I have the honour to refer to the recent discussions held between the representatives of the Government of Japan and of the Government of the Republic of Kenya concerning 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 to the increase of food production in 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 eight hundred million yen (#800,000,000) (hereinafter referred to as "the Grant").
2. The Grant will be made available during the period between the date of coming into force of the present arrangements and March 31, 1996, unless the period is extended by mutual agreement between the authorities concerned of the two Governments.
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 and the services listed below:
 - (a) Fertilizer;
 - (b) agricultural chemicals;
 - (c) agricultural machinery and equipment; and
 - (d) services necessary for the transportation of the products referred to in (a), (b) and (c) above to ports in the Republic of Kenya.
- (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), (b) and (c) of sub-paragraph (1) above, which are products of eligible source countries other than Japan.
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. (The term Japanese nationals whenever used in the present arrangements means Japanese physical persons or Japanese juridical persons controlled by Japanese physical persons.)

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 ensure prompt unloading and customs clearance at ports of disembarkation in the Republic of Kenya and prompt internal transportation therein of the products purchased under the Grant;
- (b) 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;
- (c) to ensure that the products purchased under the Grant will make effective contribution to the increase

of food production and eventually to the stabilization and development of the Kenyan economy; and

(d) to bear all the expenses, other than those covered by the Grant, necessary for the execution of the Grant.

(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. (1) The Government of the Republic of Kenya will deposit in Kenyan currency at least an amount equivalent to two-thirds of the yen disbursement paid with respect to the purchase of the products referred to in (a), (b) and (c) of sub-paragraph (1) of paragraph 3 in an account to be opened in its name in the Central Bank of Kenya. The deposit shall be made within the period of four years from the date of coming into force of the present arrangements, unless otherwise agreed between the authorities concerned of the two Governments.

(2) The currency thus deposited shall be utilized for the purposes of economic and social development, including agricultural, forestry and/or fisheries development, and the increase of food production in the Republic of Kenya.

(3) The authorities concerned of the two Governments will consult with each other about the utilization of the currency deposited.

8. Further procedural details for the implementation of the present arrangements will be agreed upon through consultation between the authorities concerned of the two Governments.

9. 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, August 28, 1995

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