

◎ ロックアスファルト舗装道路建設計画のための贈与に関する日本国政府  
とモンゴル国政府との間の交換公文

(略称) モンゴルとのロックアスファルト舗装道路建設計画のための贈  
与取極

|    |    |    |      |          |
|----|----|----|------|----------|
| 平成 | 七年 | 五月 | 十二日  | ウランバートルで |
| 平成 | 七年 | 五月 | 十二日  | 効力発生     |
| 平成 | 七年 | 九月 | 二十五日 | 告示       |

(外務省告示第五四四号)

## 概 要

- 1 援助の目的及び内容 ロックアスファルト舗装道路建設計画を実施するために必要な  
(a) 道路の建設に必要な生産物及び役務の供与  
(b) 車両及びその調達に必要な役務の供与  
(c) 機材及びその据付けに必要な役務の供与  
(d) 前記(a)、(b)及び(c)の生産物の輸送に必要な役務の供与
- 2 贈与の限度額 二十五億八千三百万円  
(平成七年度十一億八千三百万円)  
(平成八年度十一億五千九百万円)  
(平成九年度二億四千百万円)
- 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)

モンゴルとのロックアスファルト舗装道路建設計画のための贈与取極

モンゴルとのロックアスファルト舗装道路建設計画のための贈与取極

平成十年三月三十一日まで（平成九年度分）

4 署名者

日 本 側 蓮見義博在モンゴル大使

モンゴル側 ツェベグミドイン・ツォグト通商産業大臣

(Japanese Note)

Ulaanbaatar, May 12, 1995

Excellency,

I have the honour to refer to the Exchange of Notes dated January 20, 1995, between the Government of Japan and the Government of Mongolia concerning Japanese economic cooperation for the execution of the Project for Road Construction Utilizing Rock Asphalt (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 Mongolia, the Government of Japan will extend to the Government of Mongolia, in accordance with the relevant laws and regulations of Japan, a grant up to two billion five hundred and eighty-three million yen (¥2,583,000,000) (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;

one billion one hundred and eighty-three million yen (¥1,183,000,000)

(2) term II

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

one billion one hundred and fifty-nine million yen (¥1,159,000,000)

(3) term III

period between April 1, 1997 and March 31, 1998;  
two hundred and forty-one million yen  
(¥241,000,000).

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

(a) products and services necessary for the construction of the part of the State Road between Ulaanbaatar and Bagannur Section for the execution of the Project (hereinafter referred to as "the Facilities");

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

(c) equipment necessary for the execution of the Project and services necessary for the installation thereof; and

(d) services necessary for the transportation of the products referred to in (a), (b) and (c) above to Mongolia, 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), (b) and (c) of sub-paragraph (1) above, which are products of countries other than Japan or Mongolia and the services of the kind mentioned in (a), (b), (c) and (d) of sub-paragraph (1) above, which are services of nationals of countries other than Japan or Mongolia.

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

6. (1) The Government of Mongolia will take necessary measures:

(a) to secure lots 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 customs clearance and internal transportation in Mongolia 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 Mongolia 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 Mongolia 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 Mongolia 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 Mongolia.

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 Mongolia 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) Yoshihiro Hasumi  
Ambassador Extraordinary  
and Plenipotentiary of Japan  
to Mongolia

His Excellency  
Mr. Tsevegmidlin Tsogt  
Minister for Trade and Industry  
of Mongolia

(Mongolian Note)

Ulaanbaatar, May 12, 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 Mongolia 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) Tsevegmidlin Tsogt  
Minister for Trade and Industry  
of Mongolia

His Excellency  
Mr. Yoshihiro Hasumi  
Ambassador Extraordinary  
and Plenipotentiary of Japan  
to Mongolia