

◎北西部地方電気通信網拡充計画のための贈与に関する日本国政府とネパール王国政府との間の交換公文

(略称) ネパールとの北西部地方電気通信網拡充計画のための贈与取極

平成	八年	一月	十九日	カトマンドウで
平成	八年	一月	十九日	効力発生
平成	八年	六月	十一日	告示

(外務省告示第二五〇号)

概要

- 1 援助の目的及び内容 北西部地方電気通信網拡充計画を実施するための詳細設計に必要な役務の供与
- 2 贈与の限度額 四千六百万円
- 3 贈与の使用期限 平成九年一月十八日まで
- 4 署名者

日 本 側 吉田重信在ネパール大使

ネパール側 ラーム・ビノード・バッタライ大蔵次官代行

(Japanese Note)

Kathmandu, January 19, 1996

Dear Mr. Bhattachari,

I have the honour to refer to the recent discussions held between the representatives of the Government of Japan and of His Majesty's Government of Nepal 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 execution of the project for Expansion of the Rural Telecommunication Network in the North-West Region (hereinafter referred to as "the Project") by His Majesty's Government of Nepal, the Government of Japan will extend to His Majesty's Government of Nepal, in accordance with the relevant laws and regulations of Japan, a grant up to forty-six million yen (¥46,000,000) (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 January 18, 1997, unless the period is extended by mutual agreement between the authorities concerned of the two Governments.
3. The Grant will be used by His Majesty's Government of Nepal properly and exclusively for the purchase of the services of Japanese nationals listed below (The term Japanese nationals whenever used in the present arrangements means Japanese physical persons or Japanese juridical persons controlled by Japanese physical persons.);
services necessary for the detailed design for the execution of the Project.
4. His Majesty's Government of Nepal or its designated authority will enter into contracts in Japanese yen with Japanese nationals for the purchase of the 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 His Majesty's Government of Nepal 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 His Majesty's Government of Nepal in an authorized foreign exchange bank of Japan designated by His Majesty's Government of Nepal 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 His Majesty's Government of Nepal 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 His Majesty's Government of Nepal or its designated authority.

6. His Majesty's Government of Nepal will take necessary measures:

(1) to exempt Japanese nationals from customs duties, internal taxes and other fiscal levies which may be imposed in the Kingdom of Nepal with respect to the supply of the services under the Verified Contracts;

(2) to accord Japanese nationals whose services may be required in connection with the supply of the services under the Verified Contracts such facilities as may be necessary for their entry into the Kingdom of Nepal and stay therein for the performance of their work; and

(3) to bear all the expenses, other than those covered by the Grant, necessary for the detailed design for the execution of the Project.

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 Note in reply confirming on behalf of His Majesty's Government of Nepal the foregoing arrangements shall be regarded as constituting an agreement between the two Governments, which will enter into force on the date of your reply.

ネパールとの北西部地方電気通信網拡充計画のための贈与取極

一四〇八

I avail myself of this opportunity to renew to you
the assurance of my high consideration.

(Nepalese Note)

Kathmandu, January 19, 1996

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 His
Majesty's Government of Nepal 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) Shigenobu Yoshida
Ambassador Extraordinary
and Plenipotentiary of Japan
to the Kingdom of Nepal

(Signed) Ram Binod Bhattarai
Acting Secretary
Ministry of Finance
of the Kingdom of Nepal

Mr. Ram Binod Bhattarai
Acting Secretary
Ministry of Finance
of the Kingdom of Nepal

His Excellency
Mr. Shigenobu Yoshida
Ambassador Extraordinary
and Plenipotentiary of Japan
to the Kingdom of Nepal