◎第一次高等教育機材整備計画の実施のための贈与に関する日本国政府と

(略称) ための贈与取極パレスチナ解放機構との第一次高等教育機材整備計画の実施の

平成 八年 七月二十九日 告示平成 八年 三月三十一日 効力発生平成 八年 三月三十一日 ガザ

(外務省告示第三四五号)

パレスチナ側書簡 9 3 取極の実施 取極の規定の遵守 贈与の供与 目 次 一六〇九 一六〇六 - 六〇八 - 六〇八 - 六〇八 - 六〇八 六〇五 一六〇五 一六〇五 六〇五 ページ

(第一次高等教育機材整備計画の実施のための贈与に関する日本国政府とパレスチナ解放機構との間の

(日本側書簡)

ために暫定合意に従って行動するパレスチナ解放機構(以下「PLO」という。)の代表者との間で最近行わ 本人とパレスチナ人との間の友好協力関係を一層強化することを目的として行われる日本国の経済協力に関 れた討議に言及する光栄を有します。 して、日本国政府の代表者と暫定合意に基づいて設立されたパレスチナ評議会(以下「評議会」という。)の ガザ地域に関するイスラエルとパレスチナの暫定合意(以下「暫定合意」という。)に言及するとともに、日 書簡をもって啓上いたします。本使は、千九百九十五年九月二十八日にワシントンで署名された西岸及び

本使は、更に、前記の討議の結果、次の取極を日本国政府に代わって提案する光栄を有します。

1 PLOは、評議会を通じて評議会行政機関がこの取極の規定に従うことを確保する。

定の遵守

2 ○、○○○円)を限度とする額の贈与(以下「贈与」という。)を行う。 に寄与するため、日本国の関係法令に従い、評議会行政機関に対し、八億七千三百万円(八七三、〇〇 日本国政府は、評議会行政機関が第一次高等教育機材整備計画(以下「計画」という。)を実施すること

から千九百九十七年三月二十六日までの期間に使用に供される。 贈与は、日本国政府とPLOの関係当局間の合意によって延長されない限り、この取極の効力発生の日

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(Japanese Note)

Gaza, March 31, 1996

Excellency,

people and the Palestinians. the Government of Japan and of the Palestine Liberation Organization (hereinafter referred to as "the PIO"), the latter acting for the benefit of the Palestinian Council (hereinafter referred to as "the Council") established in accordance with the Interim Agreement, pursuant to the Interim Agreement on the West Bank and the Gaza Strip signed in Washington, on September 28, 1995 (hereinafter Interim Agreement concerning Japanese economic cooperation to be extended with a view to further strengthening referred to as "the Interim Agreement"), and also refer to the recent discussions held between the representatives of friendly and cooperative relations between the Japanese I have the honour to refer to the Israeli-Palestinian

I have further the honour to propose, on behalf of the Government of Japan, the following arrangements as a result of the discussions above.

- 1. The PLO shall ensure through the Council that the Executive Authority of the Council acts in compliance with the terms of the present arrangements.
- 2. For the purpose of contributing to the execution of the Project for Supply of Equipment for Higher Education (Phase I) (hereinafter referred to as "the Project") by the Executive Authority of the Council, the Government of Japan will extend to the Executive Authority of the Council, in accordance with the relevant laws and regulations of Japan, a grant up to eight hundred and seventy-three million yen (#873,000,000) (hereinafter referred to as "the Grant").
- between the date of coming into force of the present arrangements and March 26, 1997, unless the period is concerned of the Government of Japan and the PLO. extended by mutual agreement between the authorities The Grant will be made available during the period

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- (a) 計画を実施するために必要な車両及びその調達のために必要な役務
- (b) 計画を実施するために必要な機材及びその据付けのために必要な役務
- (c) 必要な役務 **⑷及び⑹にいう生産物のイスラエルの港までの輸送及びその西岸及びガザ地域までの輸送のために**
- (2)役務で、日本国民又はパレスチナ人のいずれの役務でないものの購入のために使用することができる。 にいう生産物で日本国又は西岸及びガザ地域のいずれの生産物でないもの並びに①⑷、⑹及び⑹にいう ①の規定にかかわらず、贈与は、日本国政府及び評議会行政機関が必要と認める場合は、①②及び心
- 5 6 締結する。この契約は、贈与の対象として適格であることが日本国政府により認証されなければならな 評議会行政機関又はその指定する当局は、4にいう役務を購入するため、日本国民と円貨建ての契約を
- 6 (1) 定する当局によって指定される日本国の外国為替公認銀行(以下「銀行」という。)に開設される評議会 行政機関名義の勘定に日本円で払い込むことにより、贈与を実施する。 会行政機関又はその指定する当局が負う債務の弁済に充てるための資金を、評議会行政機関又はその指 日本国政府は、5の規定に従って認証された契約(以下「認証された契約」という。)に基づいて評議

み府日本 日本 払込 込

- the purchase of the products of Japan or of the West Bank and the Gaza Strip, and the services of Japanese nationals or the Palestinians listed below: (The term "Japanese nationals" whenever used in the present arrangements means Japanese physical persons or Japanese juridical persons means the Palestinian physical persons or juridical controlled by Japanese physical persons, and the term "Palestinians" whenever used in the present arrangements persons in the West Bank and the Gaza Strip.) 4. (1) The Grant will be used by the Executive Authority of the Council properly and exclusively for The Grant will be used by the Executive
- thereof; Project and services necessary for the procurement vehicles necessary for the execution of the
- thereof; and (b) equipment necessary for the execution of the Project and services necessary for the installation
- (c) services necessary for the transportation of the products referred to in (a) and (b) above to the ports in Israel and those for transportation thereof to the West Bank and the Gaza Strip.
- of the West Bank and the Gaza Strip and the services of the kind mentioned in (a), (b) and (c) of sub-paragraph (1) above, which are services provided for neither by Executive Authority of the Council deem it necessary, the Grant may be used for the purchase of the products of the which are neither the products of Japan nor the products kind mentioned in (a) and (b) of sub-paragraph (1) above (2) Notwithstanding the provisions of the sub-paragraph (1) above, when the Government of Japan and the Japanese nationals nor by the Palestinians.
- products and services referred to in paragraph 4. Such contracts shall be verified by the Government of Japan to yen with Japanese nationals for the purchase of the designated authority will enter into contracts in Japanese be eligible The Executive Authority of the Council or for the Grant.
- accordance with the provisions of paragraph 5 (hereinafter designated authority under the contracts verified in Council in an authorized foreign exchange bank of Japan referred to as "the Verified Contracts") to an account to be opened in the name of the Executive Authority of the by making payments in Japanese yen to cover the obligation incurred by the Executive Authority of the Council or its The Government of Japan will execute the Grant

- 払請求書を日本国政府に提出した時に行われる。②(1)にいう払込みは、評議会行政機関又はその指定する当局が発行する支払授権書に基づいて銀行が支
- 7(1) 評議会行政機関は、次のことのために必要な措置をとる。
- やかに行われることを確保すること。 贈与に基づいて購入される生産物の西岸及びガザ地域における通関及びそこにおける内陸輸送が速
- ける関税、域内税その他の財政課徴金を賦課しないことを確保すること。 () 日本国民につき、認証された契約に基づく生産物及び役務の供与に関して、西岸及びガザ地域にお

- (回・計画の実施のために必要なすべての経費(贈与によって負担されるものを除く。)を負担すること。
- 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も課さない。② 評議会行政機関は、贈与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

- designated by the Executive Authority of the Council or its designated authority (hereinafter referred to as "the Bank").
- 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 Executive Authority of the Council 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 Executive Authority of the Council or its designated authority.
- 7. (1) The Executive Authority of the Council will take necessary measures:
- (a) to ensure prompt customs clearance and transportation therein of the products purchased under the Grant in the West Bank and the Gaza Strip;
- (b) to exempt Japanese nationals from customs duties, internal taxes and other fiscal levies which may be imposed in the West Bank and the Gaza Strip with respect to the supply of the products and services under the Verified Contracts;
- (c) 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 West Bank and the Gaza Strip and stay therein for the performance of their work;
- (d) to ensure that the products purchased under the Grant be maintained and used properly and effectively for the execution of the Project; and
- (e) 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 the products purchased under the Grant, the Executive Authority of the Council will refrain from imposing any restrictions that may hinder fair and free competition among the shipping and marine insurance companies.

(3) 贈与に基づいて購入される生産物は、西岸及びガザ地域より再輸出されてはならない。

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8 互に協議する。 日本国政府及び評議会行政機関は、この取極から又はこれに関連して生ずるいかなる問題についても相

定合意に沿って行われるものとする。 この取極の実施は、評議会行政機関が暫定合意に従って行使する権限及び遂行する責任の範囲内で、暫

提案する光栄を有します。 との間の合意を構成するものとみなし、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 本使は、更に、この書簡及びPLOに代わって前記の取極を確認される閣下の返簡が日本国政府とPLO

本使は、以上を申し進めるに際し、ここに重ねて閣下に向かって敬意を表します。 千九百九十六年三月三十一日にガザで

イスラエル国駐在

日本国特命全権大使 渋谷治彦

パレスチナ解放機構

ナビール・シャアス閣下

(3) The products purchased under the Grant shall not be re-exported from the West Bank and the Gaza Strip.

六〇八

- 8. The Government of Japan and the Executive Authority of the Council will consult each other in respect of any matter that may arise from or in connection with the present arrangements.
- 9. The implementation of the present arrangements shall be accomplished consistent with the Interim Agreement to the full extent of the powers and responsibilities which the Executive Authority of the Council exercises pursuant to the Interim Agreement.

as constituting an agreement between the Government of Japan and the PIO, which will enter into force on the date of Your Excellency's reply. I have further the honour to propose that this Note and Your Excellency's Note in reply confirming, on behalf of the PLO, the foregoing arrangements shall be regarded

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

(Signed) Haruhiko Shibuya Ambassador Extraordinary and Plenipotentiary of Japan to the State of Israel

Dr. Nabeel Sha'ath
The Palestine Liberation Organization His Excellency Nabeel Sha'ath

(訳文)

(パレスチナ側書簡)

書簡をもって啓上いたします。本長官は、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

(日本側書簡)

ることに同意する光栄を有します。 日本国政府との間の合意を構成するものとみなし、その合意がこの返簡の日付の日に効力を生ずるものとす 本長官は、更に、PLOに代わって前記の取極を確認するとともに、閣下の書簡及びこの返簡がPLOと

本長官は、以上を申し進めるに際し、ここに重ねて閣下に向かって敬意を表します。

千九百九十六年三月三十一日にガザで

パレスチナ解放機構

パレスチナ評議会のために ナビール・シャアス

イスラエル国駐在

日本国特命全権大使 渋谷治彦閣下

(Palestinian Note)

Gaza, March 31, 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 the PLO, the foregoing arrangements and agree that Your Excellency's Note and this Note shall be regarded as constituting an agreement between the PLO and the Government of Japan, 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) Nabeel Sha'ath The Palestine Liberation Organization for the benefit of the Palestinian Council

His Excellency
Mr. Haruhiko Shibuya
Ambassador Extraordinary
and Plenipotentiary of Japan
to the State of Israel

(参考)

施のため、八億七千三百万円を限度とする額の贈与を行うことについて定めたものである。 この取極は、日本国政府がパレスチナ評議会行政機関に対し、第一次高等教育機材整備計画の実