

◎スコピエ市外科病院医療機材整備計画のための贈与に関する日本国政府とマケドニア旧ユーゴスラヴィア共和国政府との間の交換公文

(略称) マケドニア旧ユーゴスラヴィア共和国とのスコピエ市外科病院医療機材整備計画のための贈与取極

平成	九年	三月	五日	スコピエで
平成	九年	三月	五日	効力発生
平成	九年	五月	二十日	告示

(外務省告示第二三三二号)

概要

- 1 援助の目的及び内容 スコピエ市外科病院医療機材整備計画を実施するために必要な機材及びその据付けに必要な役務の供与
 - (a) 機材及びその据付けに必要な役務の供与
 - (b) 車両及びそ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 五億九千三百万円
- 3 贈与の使用期限 平成十年三月四日まで
- 4 署名者
 - 日 本 側 高島有終在マケドニア旧ユーゴスラヴィア共和国大使
 - マケドニア旧ユーゴスラヴィア共和国側 リュボミール・フルチュコスキー外務大臣

(Japanese Note)

Skopje, March 5, 1997

Excellency,

I have the honour to refer to the recent discussions held between the representatives of my Government and of your Government 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 my Government the following arrangements:

1. For the purpose of contributing to the execution of the project for Equipment Supply for Skopje Surgical Clinic (hereinafter referred to as "the Project") by your Government, my Government will extend to your Government, in accordance with the relevant laws and regulations of Japan, a grant up to five hundred and ninety-three million yen (¥593,000,000) (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 4, 1998, unless the period is extended by mutual agreement between the authorities concerned of the two Governments.

3. (1) The Grant will be used by your Government properly and exclusively for the purchase of the products of my country or your country and the services of my country's nationals or your country's nationals listed below:

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

(b) vehicles 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 your country, and those for internal transportation therein.

(The term "nationals" whenever used in the present arrangements means:

(i) in the case of my country's nationals, physical persons possessing the nationality of my country or juridical persons controlled by physical persons possessing the nationality of my country; and

(ii) in the case of your country's nationals, physical persons possessing the nationality of your country or juridical persons of your country.)

(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 my country or your country and the services of the kind mentioned in (a), (b) and (c) of sub-paragraph (1) above, which are services of nationals who are neither my country's nationals nor your country's nationals.

4. Your Government or its designated authority will enter into contracts in Japanese yen with my country's nationals for the purchase of the products and services referred to in paragraph 3. Such contracts shall be verified by my Government to be eligible for the Grant.

5. (1) My Government will execute the Grant by making payments in Japanese yen to cover the obligations incurred by your Government 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 your Government in an authorized foreign exchange bank of Japan designated by your Government 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 my Government under an authorization to pay issued by your Government 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 my Government and to pay to my country's 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 your Government or its designated authority.

6. (1) Your Government will take necessary measures:

(a) to ensure prompt unloading and customs clearance and internal transportation in your country of the products purchased under the Grant;

(b) to exempt my country's nationals from customs duties, internal taxes and other fiscal levies which may be imposed in your country with respect to the supply of the products and services under the Verified Contracts;

(c) to accord my country's 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 your country 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 products purchased under the Grant, your Government 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 your country.

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 your Government 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) Yushu Takashima
Ambassador Extraordinary
and Plenipotentiary of Japan
to the Former Yugoslav
Republic of Macedonia

His Excellency
Dr. Ljubomir Frckoski
Minister of Foreign Affairs
of the Former Yugoslav
Republic of Macedonia

(Macedonian Note)

Skopje, March 5, 1997

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 my Government 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) Ljubomir Frckoski
Minister of Foreign Affairs
of the Former Yugoslav
Republic of Macedonia

His Excellency
Mr. Yushu Takashima
Ambassador Extraordinary
and Plenipotentiary of Japan
to the Former Yugoslav
Republic of Macedonia