

◎ムジンバ西地区給水計画のための贈与に関する日本国政府とマラウイ共和国政府との間の交換公文

(略称) マラウイとのムジンバ西地区給水計画のための贈与取極

平成	九年	四月二十八日	リロングウェで
平成	九年	四月二十八日	効力発生
平成	九年	八月五日	告示

(外務省告示第三七八号)

概要

- 1 援助の目的及び内容 ムジンバ西地区給水計画を実施するために必要な
(a) 井戸の建設に必要な生産物及び役務の供与
(b) 機材及びその据付けに必要な役務の供与
(c) 車両及びその調達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 十二億百万円
(平成九年度 六億三千三百万円)
(平成十年度 三億三千万円)
(平成十一年度 二億三千八百万円)
- 3 贈与の使用期限
平成十年三月三十一日まで (平成九年度分)
平成十一年三月三十一日まで (平成十年度分)
平成十二年三月三十一日まで (平成十一年度分)

マラウイとのムジンバ西地区給水計画のための贈与取極

マラウイとのムジンバ西地区給水計画のための贈与取極

4 署名者

日 本 側 増井正在マラウイ大使
マラウイ側 アンドリユー・ジョージ・ンガ・ムタフ外務大臣

(Japanese Note)

Honourable Minister,
Lilongwe, April 28, 1997

I have the honour to refer to the Exchange of Notes dated February 25, 1997, between the Government of Japan and the Government of the Republic of Malawi concerning Japanese economic cooperation for the execution of the Rural Water Supply Project in West of Mzimba District (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 the Republic of Malawi, the Government of Japan will extend to the Government of the Republic of Malawi, in accordance with the relevant laws and regulations of Japan, a grant up to one billion two hundred and one million Yen (#1,201,000,000) (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, 1998;
six hundred and thirty-three million yen
(#633,000,000)

(2) term II

period between April 1, 1998 and March 31, 1999;
three hundred and thirty million yen
(#330,000,000)

(3) term III

period between April 1, 1999 and March 31, 2000;
two hundred and thirty-eight million yen
(#238,000,000).

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

(a) products and services necessary for the construction of boreholes and related facilities (hereinafter jointly referred to as "the Facilities");

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

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

(d) services necessary for the transportation of the products referred to in (a), (b) and (c) above to the Republic of Malawi, 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 the Republic of Malawi 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 the Republic of Malawi.

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

6. (1) The Government of the Republic of Malawi 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 the Republic of Malawi 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 the Republic of Malawi 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 the Republic of Malawi 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 the Republic of Malawi 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 Malawi.

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 Honourable Minister's Note in reply confirming on behalf of the Government of the Republic of Malawi the foregoing arrangements shall be regarded as constituting an agreement between the two Governments, which will enter into force on the date of Your Honourable Minister's reply.

I avail myself of this opportunity to extend to Your Honourable Minister the assurance of my highest consideration.

(Signed) Tadasshi Masui
Ambassador Extraordinary
and Plenipotentiary of Japan
to the Republic of Malawi

The Honourable
Dr. Andrew George Nga Mtafu
Minister of Foreign Affairs
of the Republic of Malawi

(Malawian Note)

Lilongwe, April 28, 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 the Government of the Republic of Malawi 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 extend to Your Excellency the assurance of my highest consideration.

(Signed) Andrew George Nga Mtafu
Minister of Foreign Affairs
of the Republic of Malawi

His Excellency
Mr. Tadashi Masui
Ambassador Extraordinary
and Plenipotentiary of Japan
to the Republic of Malawi