◎債務救済措置(債務支払猶予方式)に関する日本国政府とサモア独立国政府との間の交換公文

(略称) サモアとの債務救済措置(債務支払猶予方式) 取極

サモア側書簡・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・・	サ
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1 債務救済措置七五九	
日本側書簡	日
目 次	
(外務省告示第一一号)	
二〇二三年 一月一六日 告示	
二〇二一年 三月 三日 効力発生	
二〇二一年 三月 三日 アピアで	

(訳文)

において到達した次の了解を確認する光栄を有します。 ア独立国政府の代表者との間で行われた最近の交渉に言及する光栄を有します。本使は、更に、前記の交渉 代表者と関係債権諸国政府の代表者との間の協議において到達した結論に基づき日本国政府の代表者とサモ 書簡をもって啓上いたします。本使は、二千二十年八月二十七日にパリで開催されたサモア独立国政府の

1 より、 債務支払猶予方式による債務救済措置が、独立行政法人国際協力機構(以下「JICA」という。)に 日本国の関係法令に従ってとられることになる

2 支払猶予される債務は、サモア独立国政府がJICAに対して負う次の債務から成る。

う。) は、 三月二十四日より前に締結された借款契約に基づいて支払われるべき債務(以下「支払猶予債務Ⅰ」とい 円借款の供与に関してサモア独立国政府と国際協力銀行(以下「銀行」という。)との間で二千二十年 次のとおりである

三月二十四日以後に支出された借款から生ずる債務については猶予されない。 未払の元本及び契約上の利子(それらの内訳は、この書簡の付表に掲げられる。)。ただし、二千二十年 二千二十年五月一日から二千二十年十二月三十一日までの間(両期日を含む。)に弁済期限の到来した

3 (1) 支払猶予債務Ⅰの総額は、一億七百四十三万八千十四円(一○七、四三八、○一四円)になる。

(Japanese Note)

Apia, March 3, 2021

(債務救済措置(債務支払猶予方式)に関する日本国政府とサモア独立国政府との間の交換公文)

(日本側書簡)

Excellency,

I have the honour to refer to the recent negotiations between the representatives of the Government of Japan and of the Government of the Independent State of Samoa that were held on the basis of the conclusions reached during confirm the following und of the said negotiations: Governments of the creditor countries concerned held in Paris on August 27, 2020. I have further the honour to Government of the Independent State of Samoa and of the the consultations between the representatives of the following understanding reached in the course

1. A debt relief measure in the form of deferral will be taken by the Japan International Cooperation Agency (hereinafter referred to as "JICA") in accordance with the relevant laws and regulations of Japan.

Samoa owes to JICA. 2. The debts to be deferred consist of the following debts which the Government of the Independent State of

"the Bank" on the extension of yen loans (hereinafter referred to as "the Deferred Debts I") are as follows: International Cooperation (hereinafter referred to as The debts payable under the loan agreements concluded before March 24, 2020 between the Government of the Independent State of Samoa and the Japan Bank for

the principal and contractual interest having fallen due between May 1, 2020 and December 31, 2020, and not paid, both dates inclusive, the breakdown of which is shown in the List attached hereto. Debt service resulting from the loans disbursed on or after March 24, 2020, however, will not be deferred.

thousand fourteen yen (\footnote{107,438,014}). 3. (1) The total amount of the Deferred Debts I will be one hundred and seven million four hundred and thirty-eight

- (2) 合の後に、日本国政府及びサモア独立国政府の関係当局間の相互の同意により修正することができる。 ①に規定する総額及びこの書簡の付表は、サモア独立国政府の関係当局及びJICAが行う最終的照
- 4 特に次の原則を含むものにおいて規定される 債務支払猶予の条件は、サモア独立国政府とJICAとの間で締結される債務支払猶予契約であって、
- (1) る 支払猶予債務Iの総額は、二千二十二年六月十五日に始まる六回の均等半年賦払によって支払われ
- (2) する。 支払猶予債務Ⅰに対して各々の弁済期日からそれぞれ適用される利子率は、年〇・四五パーセントと
- 5 (1) に規定する支払計画に従って支払われる! 4に規定する債務支払猶予の条件にかかわらず、当該条件に基づいて支払われるべき次の債務は、 (4)

支債支 払務払 等Ⅱ猶 の予

下 に課される利子の百パーセント。当該利子は、二千二十年十二月三十一日に元加されたものとする(以 支払猶予債務Ⅰに対して各々の弁済期日から二千二十年十二月三十一日までの間(両期日を含む。 「支払猶予債務Ⅱ」という。)。

- (2) 支払猶予債務Ⅱの総額は、一万五千八百九十四円(一五、 八九四円)になる
- (3) 府及びサモア独立国政府の関係当局間の相互の同意により修正することができる ②に規定する総額は、サモア独立国政府の関係当局及びJICAが行う最終的照合の後に、 日本国政
- (4) 支払猶予債務Ⅱの総額は、二千二十二年六月十五日に始まる六回の均等半年賦払によって支払われ

る

- of the Government of the Independent State of Samoa and authorities concerned of the Government of Japan and of the List attached hereto by mutual consent between the referred to in sub-paragraph (1) above as well as to the JICA. Government of the Independent State of Samoa, after the final verification to be made by the authorities concerned Modifications may be made to the total amount
- which will contain, stipulated in a deferment agreement to be concluded between Government of the Independent State of Samoa and JICA, ch will contain, inter alia, the following principles: The terms and conditions of the deferral will be

the

- (1) The total amount of the Deferred Debts I will be paid in six (6) equal semi-annual installments beginning on June 15, 2022.
- (2) The rate of interest on the Deferred Debts I will be zero point four five per cent (0.45%) per annum beginning respectively from each due date.
- accordance with the payment schedule referred to in subparagraph (4) below: 5. (1) Notwithstanding the terms and conditions of the deferral referred to in paragraph 4, the following debts payable under the said terms and conditions will be paid in

inclusive, which is deemed to have been capitalized on December 31, 2020 (hereinafter referred to as "the Deferred Debts I to be charged for the period between each due date and December 31, 2020, both dates Deferred Debts II"). one hundred per cent (100%) of the interest on the

- fifteen thousand eight hundred and ninety-four yen (¥15,894). The total amount of the Deferred Debts II will эd
- Japan and of the Government of the Independent State of Samoa, after the final verification to be made by the authorities concerned of the Government of the Independs State of Samoa and JICA. referred to in sub-paragraph (2) above by mutual consent between the authorities concerned of the Government of Modifications may be made to the total amount by the Independent
- (4) The total amount of the Deferred Debts II will be paid in six (6) equal semi-annual installments beginning on June 15, 2022.

サモアとの債務救済措置(債務支払猶予方式)取極

パーセントとする。 | 5 支払猶予債務Ⅱの各々に対して⑴に規定する元加の日からそれぞれ適用される利子率は、年○・四五| | 5 支払猶予債務Ⅱの各々に対して⑴に規定する元加の日からそれぞれ適用される利子率は、年○・四五|

6 関係債務の支払が猶予される期間についてサモア独立国政府の関係当局間の相互の同意によりこの了解な結論に到達した場合には、日本国政府及びサモア独立国政府の関係当局間の相互の同意によりこの了解

す。
の合意を構成し、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提案する光栄を有しまの合意を構成し、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提案する光栄を有しま本使は、更に、この書簡及びサモア独立国政府に代わって前記の了解を確認される閣下の返簡が両政府間

二千二十一年三月三日にアピアで二千二十一年三月三日にアピアで

サモア独立国駐在

日本国特命全権大使 寺澤元一

サモア独立国首相兼外務貿易大臣

トゥイラエパ・ファティアロファ・ルペソリアイ・サイレレ・マリエレガオイ閣下

(5) The rate of interest on each of the Deferred Debts II will be nought point four five per cent (0.45%) per annum beginning respectively from the date of the capitalization mentioned in sub-paragraph (1) above.

6. If the representatives of the Government of the Independent State of Samoa and of the Governments of the creditor countries come to a new conclusion regarding the period during which payments due on concerned debts are to be deferred, necessary modifications of the present understanding may be made by mutual consent between the authorities concerned of the Government of Japan and of the Government of the Independent State of Samoa.

I have further the honour to propose that this Note and Your Excellency's Note in reply confirming on behalf of the Government of the Independent State of Samoa the foregoing understanding shall constitute an agreement between the two Governments, which shall enter into force on the date of Your Excellency's Note in reply.

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

(Signed) TERASAWA Genichi Ambassador Extraordinary and Plenipotentiary of Japan to the Independent State of Samoa

The Honourable Tuilaepa Fatialofa Lupesoliai Sailele Malielegaoi Prime Minister and Minister of Foreign Affairs and Trade

付表

List

Phe principal and contractual interest payable	Principal	Interest	(in Yen)
The principal and contractual interest payable under the loan agreement concluded between the bit of the state of the state of the state on the extended of you now interest to the Notes exchanged between the contractual of the Contractual of the Interest contractual to become early. 2017 Independent State of Samos on becomes 10, 2017	99,575,000	7,863,014	107,438,014
Total	99,575,000	7,863,014	107,438,014

(訳文)

します。

(日本側書簡)

を有します。
を有します。
を有します。
を有します。
のの合意がこの返簡の日付の日に効力を生ずるものとすることに同意する光栄が両政府間の合意を構成し、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ることに同意する光栄を力を有します。

二千二十一年三月三日にアピアで本大臣は、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。

サモア独立国首相兼外務貿易大臣

トゥイラエパ・ファティアロファ・ルペソリアイ・サイレレ・マリエレガオイ

サモア独立国駐在

日本国特命全権大使 寺澤元一閣下

(Samoan Note)

Apia, March 3, 2021

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 Independent State of Samoa the foregoing understanding and to agree that Your Excellency's Note and this Note in reply shall constitute an agreement between the two Governments, which shall enter into force on the date of this Note in reply.

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

(Signed) Tuilaepa Fatialofa Lupesoliai Sailele Malielegaoi Prime Minister and Minister of Foreign Affairs and Trade

Excellency
Mr. TERASAWA Genichi
Ambassador Extraordinary and
Plenipotentiary of Japan to the
Independent State of Samoa

(参考)

両政府の了解を確認したものである。 この取極は、サモア政府の独立行政法人国際協力機構に対する債務の一部につき支払を猶予することについての