

Customs Duty
(contd.)

Mileage Allowance

Mileage allowances will be paid at the normal rates for journeys performed on official duties in accordance with the existing regulations governing transport and travelling claims in the States/Public Authorities to which the expert is assigned. No claim is permitted for travelling between house and office. An expert who does not own or use a personal car for official duties will be reimbursed for the cost of actual transportation used and in conformity with existing rules applicable to Government officers.

Local annual leave at the rate of 14 days a year will be granted to an expert. However, an expert assigned to an educational institution will not be eligible for leave other than the normal school or college terminal holidays, or with the prior permission of the authorities concerned. Such leave may be accumulated throughout the expert's tour of duty in Malaysia and may also be taken outside Malaysia. All local leave shall be taken within the period of the expert's assignment in Malaysia and an expert will not be permitted to accumulate his leave immediately prior to the completion of his assignment thereby in effect bringing forward his date of departure from Malaysia.

The Head of Department to which the expert is assigned or the officer designated by him is the approving authority for such leave and application for leave must be made in the usual form.

An expert is exempt from payment of local income tax on his official emoluments in respect of the period of assignment in Malaysia. An expert filling a cadre post will be required to pay taxes on the local portion of the salary paid to him.

1. An expert will be exempted from payment of customs duty on *bona fide* personal effects and essential basic household equipment, for his own use or for the use of his dependents, brought into Malaysia within six months of the date of his arrival in Malaysia. For the purpose of facilitating customs clearance of the said personal effects and equipment, a list thereof must be presented to the Head of the Department to which the expert is assigned.

2. In addition he is eligible for exemption from payment of *ad valorem* registration fee and customs duty in respect of one motor car only, brought into Malaysia or purchased locally in Malaysia, within a period of six months of the date of his arrival in Malaysia.

The above exemptions are granted subject to the following conditions:

- (i) the aforesaid exemptions are given only once irrespective of whether the expert's assignment in Malaysia is extended beyond the original period of his assignment.
- (ii) any imported items covered above which are disposed of in Malaysia during or at the end of the period of the expert's assignment in Malaysia, shall be subject to the normal customs duties or other charges at the rate and value in force at the date of disposal.
- (iii) the aforesaid exemptions do not apply to goods that are purchased in Penang, Labuan, Singapore or Brunei. For such goods normal customs duties must be paid.
- (iv) the personal effects and household equipment or motor cars in respect of which the aforesaid exemptions are given will be cleared by and delivered from the Customs upon presentation there-to of a certificate of exemption prepared and duly signed by the Head of the Department to which the expert is assigned.
- (v) the Head of Department to which the expert is assigned will maintain a complete record of all the personal effects, household equipment and motor car so cleared and shall upon request make such records available for inspection by the Customs or other appropriate Government authority.

3. All official equipment brought into Malaysia in connection with the assignment of the expert and consulting services will be exempted from customs and other duties. The Head of the Department/Authority concerned will ensure that such equipment is speedily cleared at the port of discharge. To facilitate customs clearance a certificate for exemption from customs duty under this category is to be issued by the Head of the Department or Public Authority concerned with copies to Treasury, Customs and E.P.U. A condition of this exemption is that the equipment is not to be resold in Malaysia but may be re-exported or left behind as a gift to the Government/Public Authority.

PRIVILEGES AND FACILITIES ACCORDED TO COLOMBO PLAN EXPERTS BY THE GOVERNMENT OF

NEPAL

1. Accommodation	Accommodation provided with rent net exceeding Rs. 25 per day.
2. Medical facilities	Medical facilities for expert and his family as available for the government employees at the Government Hospital.
3. Transport at the duty station and the cost of internal travel on official business	Transport facilities provided as far as available and depending on the nature of work. Travel Allowance and Daily Allowance will be provided as is applicable to the employees of His Majesty's Government according to the regulation in force.
4. Leave	20 days leave per year of service together with leave on Government Gazetted holidays in Nepal and 10 days' casual leave per year. Leave to be taken within the agreement period.
5. Income Tax	Exempted from payment of tax.
6. Customs Duty	Exempted from payment of customs duty on personal belongings as listed below within six months of first arrival: One personal automobile or motorcycle, one radio or radiogram, one refrigerator and home-freezer, two air-conditioners, minor electrical accessories and appliances and professional equipment required by the expert. If any of these articles are sold during his stay in Nepal he should pay duty to His Majesty's Government. Experts will also be entitled, if they so desire, to import free of duty for their use: liquor and provisions up to Rs. 7,000/- per year per family and Rs. 5,000/- per year if single. If they come for a shorter duration, amount will be calculated on monthly basis.
7. Office Accommodation	Provision of suitable office space, including office requisites and clerical assistance required by experts.
8. Remarks	—

B. SHORT-TERM EXPERTS

A short-term expert will be paid an all-inclusive per diem allowance of \$ 35 per day. He is not entitled to an installation grant or housing and subsistence allowances. He is entitled to other facilities as for long-term experts, except where otherwise stated.

An expert or mission sent by a donor country/agency to evaluate any project or request for assistance will not be considered as falling within this category of expert, and therefore no payment of allowances or other privileges will be made to such experts besides the normal reception and other arrangements for his programme of visits, discussions, etc.

C. CONSULTING SERVICES AND SURVEYS

Consulting services normally involve the provision of a team of experts from the donor government, other bodies and firms for the purpose of carrying out feasibility, management and specific projects. The fees for such services will be paid by the donor government and the individual experts provided under this arrangement will not therefore be eligible to any other allowance from the Malaysian Government.

The Malaysian Government will, however, provide Consultants with local facilities including reasonable transport and office accommodation necessary for carrying out the assignment. All reports and materials obtained in the course of their assignment remain the property of the Government of Malaysia which has absolute discretion as to their use or disposal.

9. Remarks

1. An expert is not immune from the laws and regulations prevailing in Malaysia including communication regarding classified matters/documents. In the exercise of his duties he is required to give due regard to these laws. In the event of any legal action arising from the performance of his official duties he will be entitled to legal assistance in the same manner as a Government officer.

2. The Government of Malaysia will have the right after due consultation with the donor Government/Agency to request the recall of any expert whose work conduct is unsatisfactory.

3. The above terms and conditions are subject to review from time to time in accordance with Government policy and regulations and they may be modified, amended or terminated by the Government.

PRIVILEGES AND FACILITIES ACCORDED TO COLOMBO PLAN EXPERTS BY THE GOVERNMENT OF PAKISTAN

1. Board and lodging allowance	A consolidated contributory allowance of Rs. 25/- per day. No contributory allowance in whole or part will be admissible if, and for the period, furnished accommodation is provided by Government. No contributory allowance will be admissible for leave exceeding 20 days per annum in Pakistan or for any leave outside Pakistan.
2. Medical facilities	Medical facilities as admissible to Class I officers of the Central Government.
3. Subsistence allowance for travel on duty away from headquarters	A daily allowance of Rs. 12.50 is paid in respect of every complete day spent away from headquarters on internal travel in the course of duty.
4. Cost of internal travel on official business	Free transport is provided or cost of internal travel paid. No transport (or allowance in lieu) is provided in respect of travel to or from residence to office. On first arrival free transport for the expert and his family and their luggage from the port of disembarkation to the place of duty and vice versa on return. Transportation charges of luggage would include wharfage and other incidental charges, except demurrage, clearance and packing charges.
5. Leave	The grant of leave to the expert is the concern of the aid-giving country. Leave is granted to experts, if necessary, in consultation with the Pakistan authorities.
6. Income Tax	Exempted.
7. Customs Duty	An expert will be allowed to import free of duty and sales tax, a motor car, his personal and household effects and Rs. 200 of consumables, liquor and cigarettes. The time limit for these imports will be normally six months from date of arrival. The Rs. 200 is divided into (a) Rs. 100 consumable stores (including medicines), (b) liquor and cigarettes; (c) is transferable to (a) but not (a) to (b). Thereafter, the expert will be allowed a monthly import quota of— Duty free (a) Rs. 100 stores (b) Rs. 100 liquor and cigarettes.

Customs Duty (Contd.)	Duty Paid (a) Rs. 100 stores (b) Rs. 100 liquor. (b) can be used for (a) but not (a) for (b). Note: This limit has been raised at the ratio of 600 : 1400 due to devaluation of Pak. Rupee.
8. Office Accommodation	Adequate office accommodation, secretarial and local personnel services.
9. Remarks	The contributory allowance will normally be paid to the Foreign Mission in Pakistan representing the assisting Government and not to the expert. In exceptional cases, however, payment of the contributory allowance may be made direct to the experts at the specific request of the mission concerned.

PRIVILEGES AND FACILITIES ACCORDED TO COLOMBO PLAN
EXPERTS BY THE GOVERNMENT OF
THE PHILIPPINES

1. Board and lodging allowance	P50 per day. However, if accommodation is provided by the Agency to which the expert is assigned, the daily allowance shall be reduced by P20 a day.
2. Medical facilities	Experts, including their dependents, shall be entitled to the same medical and health facilities enjoyed by the Philippine Government employees.
3. Subsistence allowance for travel on duty away from headquarters	Additional P35 per day up to 30 days in one place subject to duly approved Travel Order of Agency.
4. Cost of internal travel on official business	P150 a month in permanent headquarters. If on duty away from headquarters, actual transportation costs (economy class) plus an additional P5 per day.
5. Leave	None.
6. Income Tax	Exempted.
7. Customs Duty	Exempted from customs duty on personal and household effects of a reasonable amount as well as one motor car to be re-exported on termination of tour of duty unless re-aid and necessary taxes therefor are paid. The free entry privilege is limited to six months from the date of arrival in the country.
8. Office Accommodation	Adequate office accommodation and clerical assistance will be provided.
9. Remarks	The above terms and conditions are subject to review from time to time in accordance with Government policy and regulations and may be modified, amended or terminated by the Government.

PRIVILEGES AND FACILITIES ACCORDED TO COLOMBO PLAN
EXPERTS BY THE GOVERNMENT OF
SINGAPORE

1. Board and lodging allowance	Single Officer \$ 800 p.m. Officer accompanied by wife only \$ 1,150 p.m. Officer accompanied by wife and child or children (below 18 yrs. of age) \$ 1,600 p.m. (Note: Expert is required to find his own accommodation)
2. Medical facilities	Free Medical attention is provided. Nominal charge will be made to cover cost of food supplied in hospital.
3. Subsistence allowance for travel on duty away from headquarters	\$10 per night or actual basic hotel expenses.
4. Cost of internal travel on official business	Experts may make claims on actual numbers of miles travelled based on existing rates for Government Officers of similar status.
5. Leave:	21 (21 days) 24 days' local leave per year to be taken within period of expert's contract in Singapore except immediately prior to date of departure.
6. Income Tax	Experts are exempted from payment of local income tax.
7. Customs Duty	On first arrival in Singapore expert will be exempted from payment of customs duty on personal belongings.
8. Office Accommodation	Office accommodation as necessary for the expert to carry out his duties will be provided.
9. Indemnities granted: (e.g. in relation to acts in the course of official duties)	The expert will be indemnified in respect of damages awarded against him for acts done in the course of his official duties except where in the performance of such duties he has committed a breach of the law or has in the opinion of the Government been guilty of gross negligence or wilful misconduct.
10. Remarks:	In addition to housing and living allowance, hotel allowance is payable to the expert on his first 5 days and last 5 days of duty at the following rates: Single Officer \$ 30 per diem. Officer and wife \$ 45 per diem. Officer, wife and children \$ 75 per diem.

PRIVILEGES AND FACILITIES ACCORDED TO COLOMBO PLAN EXPERTS BY THE GOVERNMENT OF

SRI LANKA

1. Board and lodging allowance	Rs. 25/- per diem for board and lodging. If accommodation alone is provided, the economic rent for such accommodation provided will be recovered from the expert.
2. Medical facilities	Free medical facilities at Government Medical Institutions for experts only.
3. Subsistence allowance for travel on duty away from headquarters	Colombo Plan experts when they are away from headquarters on duty for periods exceeding 6 hours, are entitled to combined allowance and travelling in terms of Establishment Code, Chapter XIV, at the rate applicable to public servants drawing annual consolidated salaries of Rs. 18,000/- and over.
4. Cost of internal travel on official business	A computed, travelling allowance of Rs. 100/- per month is payable to experts who own motor transport. When they use their transport for official travelling outside their home station, they will be eligible to claim road mileage for short journeys to points accessible by rail. Transport will be made on lines similar to that which is available to Government servants who possess cars and who are entitled to claim mileage. First class rail travel facilities will be provided. When the expert does not possess his own transport, necessary transport will either be provided by Government or the expert is reimbursed taxi fare for the journey performed. The ceiling has been fixed at Rs. 200/- per month.
5. Leave:	Two weeks' casual leave per annum. Six weeks' vacation leave per annum. Leave to be taken within the agreement period. In the case of an expert whose assignment exceeds two years, he shall be entitled to take any accumulated vacation leave for two consecutive years. Experts who proceed on home leave for periods less than 3 months and who would be returning to Sri Lanka for a further period of duty, half of their per diem allowance of Rs. 25/- will be paid.

6. Income Tax	Experts will be exempted from payment of income tax.
7. Customs Duty	On first arrival, experts and their families and other members of their households will be permitted to import for the duration of their stay and within six months of their arrival, free of duty and taxes and without providing security, articles for their personal use. Such articles should include (a) for each household one motor vehicle, one refrigerator, one deep freezer, one radio, one record player, one tape recorder, one television set and minor electrical appliances and (b) for each person one air-conditioner and one set of photographic equipment and cine equipment. These articles should normally be re-exported. Motor vehicles and durable household goods so imported should not be sold except with the permission of the Ministry of Foreign Affairs. Colombo Plan experts will be allowed to import free of duty one set of tyres and tubes towards the end of the second year of ownership and use of the car in Sri Lanka when it is known that his term of duty will be extended for another year. Experts, irrespective of their period of assignment in Sri Lanka, will be entitled to import free of duty for their use, foodstuffs, liquor and cigarettes to the value of Rs. 1,500/- per month (fob) if married and accompanied by family, and Rs. 1,000/- per month (fob), if unmarried or married and not accompanied by family.
8. Office Accommodation	Provision of suitable office space, including office requisites, clerical assistance, etc. required by experts.
9. Indemnities granted (e.g. in relation to acts in the course of official duties)	—
10. Remarks	—

PRIVILEGES AND FACILITIES ACCORDED TO COLOMBO PLAN EXPERTS BY THE GOVERNMENT OF THAILAND

THAILAND

<p>1. Board and lodging allowance</p>	<p>i. <i>Expert residing in the Bangkok Metropolitan area:</i></p> <p>(a) During the first 15 days the rate is per actual expenditure but not exceeding B200 per day.</p> <p>(b) After the first 15 days the rate is per actual expenditure but not exceeding B4,000 per month.</p> <p>(c) The rate is per actual expenditure but not exceeding B200 per day if the working period is no longer than 3 months.</p> <p>ii. <i>Expert residing outside the Bangkok Metropolitan area:</i></p> <p>(a) During the first 30 days the rate is per actual expenditure but not exceeding B100 per day.</p> <p>(b) After the first 30 days the rate is per actual expenditure but not exceeding B2,000 per month.</p>
<p>2. Medical facilities</p>	<p>The rate is per actual expenditure but not exceeding B2,000 per annum (excluding special nursing service, dental and optical treatment).</p>
<p>3. Subsistence allowance for travel on duty away from headquarters</p>	<p>Subsistence allowance of B100 per day. Accommodation allowance of B200 per day in Bangkok Metropolitan area and B100 per day in the area outside the Bangkok metropolis.</p>
<p>4. Cost of internal travel on official business</p>	<p>The cost of train or plane fares will be reimbursed as per actual expenditure provided the most direct route is taken.</p> <p>If the Government provides a vehicle for export's use, the following are reimbursed:</p> <p>(a) <i>Fuel and lubricant</i> As per actual expenditure but not exceeding 200 litres or B724 (providing that the fuel price in Bangkok is B3.62 per litre).</p> <p>(b) <i>Repairs and maintenance of vehicle</i> As per actual expenditure but not exceeding B3,000 per annum.</p> <p>(c) <i>Spare parts</i> As per actual expenditure but not exceeding B2,000 per annum for official car or B1,000 for the others.</p>

<p>5. Leave</p>	<p>(d) <i>Driver</i> The rate is B1,015 per month. Thai official holidays.</p>
<p>6. Income Tax</p>	<p>Income tax on salaries, allowances and earnings drawn from the expert's own country shall be exempted.</p>
<p>7. Customs Duty</p>	<p>(d) Personal effects accompanying the expert for his own professional use in reasonable amount except motor vehicles, firearms and ammunition, and provisions shall be exempted from customs duties and taxes.</p> <p>(b) Second-hand household effects in reasonable amount accompanying the expert shall also be exempted from customs duties and taxes.</p> <p>(c) Personal effects and household effects must be imported within six months after the arrival of the expert.</p> <p>(d) Personal motor vehicles shall be exempted from customs duties and taxes only if there exists a bilateral agreement between the Governments.</p> <p>(e) Taxes and duties paid on provisions as for liquor, cigarettes, cigars or smoking tobacco imported shall be refundable up to B24,000 per year. The amount of money refunded shall be adjusted proportionately if the expert's assignment is less than a year.</p>
<p>8. Office Accommodation and supplies</p>	<p>The rate is B3,000 per annum. This shall cover only items necessary in the carrying out of expert's assignment.</p>
<p>9. Indemnities granted (e.g. in relation to acts in the course of official duties)</p>	<p>—</p>

10. Remarks

1. *Immigration:*

- (a) A temporary residence permit must be obtained from the immigration authorities.
- (b) A re-entry visa or multiple re-entry visa will be required if the expert temporarily leaves Thailand at any time during his assignment.
- (c) The payments of fees for visas and permits will be exempted.
- (d) Holding an alien registration certificate is not required.

Note : These rules apply equally to the wife and children of the expert.

2.3 無償関係

2.3.1 プロジェクト取極（交換公文）／345

2.3.2 細目の取扱い（Agreed Minutes）／351

(2.3.1 プロジェクト取極 (交換公文))

(Draft)

(Japanese Note)

Excellency,

I have the honour to refer to the recent discussions held between the representatives of the Government of Japan and of the Government of _____ 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 _____ of _____

_____ by the Government of _____, the Government of Japan will extend to the Government of _____, in accordance with the relevant laws and regulations of Japan, a grant up to _____ yen (¥ _____) (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 _____, 199____, unless the period is extended by mutual agreement between the authorities concerned of the two Governments.

3. (1) The Grant will be used by the Government of

properly and exclusively for the purchase of the products of Japan or _____ and the services of Japanese or _____ 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 _____ physical or juridical persons in the case of _____ nationals.)

(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 _____ of sub-paragraph (1) above, which are products of countries other than Japan or _____ and the services of the kind mentioned in _____ of sub-paragraph (1) above, which are services of nationals of countries other than Japan or _____.

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

6. (1) The Government of _____ will take necessary measures:

(a) to secure a lot of land necessary for the construction of _____ 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 unloading and customs clearance at ports of disembarkation in _____ and internal transportation therein 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 _____

_____ 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 _____ and stay therein for the performance of their work;

(f) to ensure that _____
_____ under the Grant be
maintained and used properly and effectively for _____
_____; and
(g) to bear all the expenses, other than those covered
by the Grant, necessary for _____

(2) With regard to the shipping and marine insurance of products purchased under the Grant, the Government of _____ 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 _____.

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 the Government of _____ 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.

(Draft)

(Note)

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 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.

(2.3.2 細目の取扱い (Agreed Minutes))

(英語版--一般)

(Draft)

Agreed Minutes on Procedural Details

With reference to paragraph 3 of the Exchange of Notes between the Government of Japan and the Government of o--x dated _____, 199_ , concerning Japanese economic cooperation to be extended with a view to strengthening friendly and cooperative relations between Japan and o--x , the representatives of the Government of Japan and of the Government of o--x wish to record the following procedural details which have been agreed upon between the authorities concerned of the two Governments:

1. The Government of Japan designates the Japan International Cooperation Agency (JICA), an official agency established by Japanese law for the purpose of implementing Japanese economic cooperation, as an organ responsible for necessary works aiming at expediting the proper execution of the Japanese grant aid.

2. The Government of o--x will ensure the following :

(1) Products and / or services mentioned in sub-paragraph (1) of paragraph 3 of the

above-mentioned Exchange of Notes will be procured in accordance with "Guidelines for Procurement under the Japanese Grant" of JICA , which set forth, inter alia, the procedures of tendering to be followed except where such procedures are inapplicable or inappropriate.

(2) Tender documents prepared by the Government of o--x will be reviewed by JICA before tender advertising.

(3) Detailed evaluation reports of tender prepared by the Government of o--x will be reviewed by JICA before the award of the contract.

2.4 有償関係

2.4.1 プロジェクト取極（交換公文）／353

2.4.2 借款契約（Loan Agreement）／359

(2.4.1 プロジェクト取極 (交換公文))

(Japanese Note)

Excellency,

I have the honour to confirm the following understanding recently reached between the representatives of the Government of Japan and of the Government of _____ concerning a Japanese loan to be extended to the _____ with a view to strengthening the friendly relations and economic cooperation between the two countries:

1. A loan in Japanese Yen up to the amount of _____ yen (¥____) (hereinafter referred to as "the Loan") will be extended to the Government of _____ by the Overseas Economic Cooperation Fund (hereinafter referred to as "the Fund") in accordance with the relevant laws and regulations of Japan for the Implementation of _____ Project (hereinafter referred to as "the Project").
2. (1) The Loan will be made available by a loan agreement to be concluded between the _____ and the Fund. The terms and conditions of the Loan as well as the procedures for its utilization will be governed by the said loan agreement which will contain, inter alia, the following principles:

(a) The repayment period will be _____ (____) years after the grace period of _____ (____) years.

(b) The rate of interest will be _____ (____) per cent per annum.

(c) The disbursement period will be _____ (____) years from the date of the signing the loan agreement.

(2) The loan agreement mentioned in sub-paragraph (1) above will be concluded after the Fund is satisfied of the feasibility, including environmental consideration, of the Project.

(3) The disbursement period mentioned in sub-paragraph (1) (c) above may be extended with the consent of the authorities concerned of the two Governments.

3. (1) The Loan will be made available to cover payments to be made by _____ executing agency to suppliers, contractors and/or consultants of eligible source countries under such contracts as have been or may be entered into between them for purchases of products and/or services required for the implementation of the Project, provided that such purchases are made in such eligible source countries for products produced in and/or services supplied from those countries.

(2) The scope of eligible source countries mentioned in sub-paragraph (1) above will be agreed upon between the authorities concerned of the two Governments.

4. The Government of _____ will ensure the products and/or services mentioned in sub-paragraph (1) of paragraph 3 are procured in accordance with the guidelines for procurement of the Fund which set forth, inter alia, the procedures of international tendering to be followed except where such procedures are inapplicable or inappropriate.

5. The Government of _____ will, upon request, furnish the Government of Japan and the Fund with information and data concerning the progress of the implementation of the Project.

6. With regard to the shipping and marine insurance of products purchased under the Loan, the Government of _____ will refrain from imposing any restrictions that may hinder fair and free competition of the shipping and marine insurance companies of the two countries.

7. Japanese nationals whose services may be required in _____ in connection with the supply of products and/or services mentioned in subparagraph (1) of paragraph 3 will be accorded such facilities as may be necessary for their entry into _____ and stay therein for the performance of their work.

8. The Government of _____ will exempt:

(a) The Fund from all fiscal levies or taxes imposed in _____ on and/or in connection with the Loan and interest accruing therefrom;

(b) Japanese companies operating as suppliers, contractors and/or consultants from all fiscal levies or taxes imposed in _____ with respect to the income accruing from the supply of products and/or services to be provided under the loan;

(c) Japanese companies operating as contractors and/or consultants from all duties and related fiscal charges imposed in _____ with respect to the import and re-export of the materials and equipment needed for the implementation of the Project; and

(d) Japanese employees engaged in the implementation of the Project from all fiscal levies or taxes imposed in _____ on their personal income derived from Japanese companies, provided that those companies operate as suppliers, contractors and/or consultants for the implementation of the Project.

9. The Government of _____ will take necessary measures to ensure that:

(a) the Loan be used properly and exclusively for the project

(b) the facilities constructed under the Loan be maintained and used properly and effectively for the purposes prescribed in this understanding.

10. The two Governments will consult with each other with respect to any matter which may arise from or in connection with the foregoing understanding.

I should be grateful if Your Excellency would confirm the foregoing understanding on behalf of the Government of _____.

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

(_____ Note)

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 of behalf of the Government of _____ the understanding set forth in Your Excellency's Note.

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

(2.4.2 借款契約 (Loan Agreement))

Loan Agreement No. _____

L O A N A G R E E M E N T

For

_____ Project

Between

THE OVERSEAS ECONOMIC COOPERATION FUND, JAPAN

And

_____ Dated _____

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Loan Agreement No. _____, dated _____, between
THE OVERSEAS ECONOMIC COOPERATION FUND and _____

In the light of the contents of the Exchange of Notes between the Government of Japan and the Government of _____ dated _____, concerning _____

THE OVERSEAS ECONOMIC COOPERATION FUND (hereinafter referred to as "the Fund") and _____ (hereinafter referred to as "the Borrower") herewith conclude the following Loan Agreement (hereinafter referred to as "the Loan Agreement", which includes all agreements supplemental hereto).

Article I

Loan

Section 1. Amount and Purpose of Loan

The Fund agrees to lend the Borrower an amount not exceeding _____ Japanese Yen (_____) as principal for the implementation of the _____ Project described in Schedule 1 attached hereto (hereinafter referred to as "the Project") on the terms and conditions set forth in the Loan Agreement and in accordance with the relevant laws and regulations of Japan (hereinafter referred to as "the Loan"), provided, however, that when the cumulative total of disbursements under the Loan Agreement reaches the said limit, the Fund shall make no further disbursement.

Section 2. Use of Proceeds of Loan

(1) The Borrower shall use (cause) the proceeds of the Loan (to be used) for the purchase of eligible goods and services necessary for the implementation of the Project from suppliers, contractors or consultants (hereinafter collectively referred to as "the Supplier(s)") of the eligible source countries described in Schedule 4 attached hereto (hereinafter referred to as "the Eligible Source Country(ies)") in accordance with the allocation described in Schedule 2 attached hereto.

(2) The final disbursement under the Loan Agreement shall be made not later than the same day and month ____ () years after the effective date of the Loan Agreement, and no further disbursement shall be made by the Fund thereafter, unless otherwise agreed upon between the Fund and the Borrower.

Article II

Repayment and Interest

Section 1. Repayment of Principal

The Borrower shall repay the principal of the Loan to the Fund in accordance with the Amortization Schedule set forth in Schedule 3 attached hereto.

Section 2. Interest and Method of Payment thereof

(1) The Borrower shall pay interest to the Fund semi-annually at the rate of _____ percent (_%) per annum on the principal disbursed and outstanding.

(2) The Borrower shall pay to the Fund on _____ 20 of each year the interest that has accrued up to _____ 19 of that year from _____ 20 of the preceding year, and on _____ 20 of each year the interest that has accrued up to _____ 19 from 20 of that year, provided that, prior to the date of the final disbursement of the proceeds of the Loan, the Borrower shall pay to the Fund on _____ 20 of each year the interest that has accrued up to _____ 19 of that year from _____ 20 of the preceding year, and on _____ 20 of each year the interest that has accrued up to _____ 19 from _____ 20 of that year.

Article III

Particular Covenants

Section 1. General Terms and Conditions

Other terms and ^{as} conditions generally applicable to the Loan Agreement shall be set forth in the Fund's General Terms and Conditions, dated November, 1987, with the following supplemental stipulations (hereinafter referred to as "the General Terms and Conditions"):

(1) Article VII of the General Terms and Conditions shall be disregarded, and, consequently, all references to "the Guarantee" or "the Guarantor", wherever mentioned in the General Terms and Conditions, shall be likewise disregarded.

(2) After a contract is determined to be eligible for the Fund's financing, the name of the Supplier may be made public by the Fund.

(3) The following (d) shall be added to Section 6.01 of the General Terms and Conditions:

(d) An event that (any co-financing institution) shall, under the provisions of the loan agreements between (any co-financing institution) and the Borrower for the project, suspended or cancelled or terminated the right of the Borrower to withdraw the proceeds of the loan and/or have declared all principal then outstanding, with interest and other charges thereon, to be due and payable prior to the agreed maturity of the loan.

Section 2. Guarantee for Loan

The Borrower shall, in accordance with Section 7.01. of the General Terms and Conditions, cause a Guarantee for the Loan (hereinafter referred to as "the Guarantee") executed by _____ (hereinafter referred to as "the Guarantor") to be given to the Fund immediately after the execution of the Loan Agreement.

Section 3. Procurement Procedure

The guidelines for procurement and for the employment of consultants mentioned in Section 4.01. of the General Terms and Conditions shall be as stipulated in Procurement Procedure attached hereto as Schedule 4.

Section 4. Disbursement Procedure

The disbursement procedure mentioned in Section 5.01. of the General Terms and Conditions shall be as follows:

(1) Commitment Procedure attached hereto as Schedule 5 shall apply in cases of disbursements to the Suppliers of the Eligible Source Countries other than _____.

(2) Reimbursement Procedure attached hereto as Schedule 6 shall apply in cases of disbursements for the payments made to the Suppliers.

(3) Special Account Procedure attached hereto as Schedule 7 shall apply in cases of disbursements for the payments to be made to the Suppliers. outstanding, with interest and other charges thereon, to be due and payable prior to the agreed maturity of the loan.

Section 5. Administration of Loan

(1) The Borrower shall authorize _____ (hereinafter referred to as "the Executing Agency") to implement the Project.

(2) The Borrower shall employ (cause the Executing Agency to employ) consultants for the implementation of the Project.

(3) Should the funds available from the proceeds of the Loan be insufficient for the implementation of the Project, the Borrower shall make arrangements promptly to provide such funds as shall be needed.

(4) The Borrower may, out of the proceeds of the Loan, make a loan(s) to the Executing Agency (hereinafter referred to as "the Sub-loan") for the implementation of the Project. The terms and conditions of the Sub-loan shall be no less favourable than those of the Loan Agreement.

(5) The Borrower shall furnish (cause the Executing Agency to furnish) the Fund with progress reports for the Project on a quarterly basis (in _____ and _____ of each year) until the Project is completed, in such form and in such detail as the Fund may reasonably request.

(6) Promptly, but in any event not later than six (6) months after completion of the Project, the Borrower shall furnish (cause the Executing Agency to furnish) the Fund with a project completion report in such form and in such detail as the Fund may reasonably request.

(7) The Borrower shall at all times operate and maintain, or cause to be operated and maintained, any facilities relevant to the Project, and promptly as needed, make or cause to be made all necessary repairs and renewals thereof.

Section 6. Notices and Requests

The following addresses are specified for the purpose of Section 9.03. of the General Terms and Conditions:

For the Fund

Postal address:

THE OVERSEAS ECONOMIC COOPERATION FUND
Takebashi Godo Building, 4-1, Ohtemachi 1-chome
Chiyoda-ku, Tokyo 100, Japan

Attention: Managing Director, Loan Department _____

Cable address: COOPERATIONFUND
Tokyo

Telex: (1) Call No. J28360
Answer Back Code: COOPFUND J28360
(2) Call No. J28790
Answer Back Code: COOPFUND J28790

For the Borrower

Postal address:

Attention:

Cable address:

Telex:

If the above addresses and/or names are changed, the party concerned shall immediately notify the other party hereto in writing of the new addresses and/or names.

IN WITNESS WHEREOF, the Fund and the Borrower, acting through their duly authorized representatives, have caused the Loan Agreement to be duly executed in their respective names and delivered at the office of THE OVERSEAS ECONOMIC COOPERATION FUND, Chiyoda-ku, Tokyo, Japan, as of the day and year first above written.

For

For

THE OVERSEAS ECONOMIC
COOPERATION FUND

~~Chairman~~

President

Schedule 1

Description of Project

Section 1. Outline of the Project

(1) Objective

(2) Location

(3) Executing Agency

(4) Scope of the Work

(a)

(b)

The proceeds of the Loan are available for items (a) through () . . .

Any balance remaining on the aforementioned items and all other items are to be financed by the Borrower.

Any portion not covered by the loan on the aforementioned items

Section 2. Estimated annual fund requirements are as shown below.

Year	for the Loan	for the Project
()	(in million Japanese Yen)	(in)

19XX

Total

(Exchange Rate: =)

Disbursement of the proceeds of the Loan shall be made within the limit of the Japanese Government's annual budgetary appropriations for the Fund.

Section 3. The Project is expected to be completed by _____.

Schedule 2.

Allocation of Proceeds of Loan

Section 1. Allocation

Category	Amount of the Loan Allocated (in million Japanese Yen)	% of Expenditure to be Financed
(A)		
(B)		
(C)		
(X)		
(Y) Interest during Construction		
(Z) Contingencies		

	Total	

Note: Items not eligible for financing are as shown below.

- (a) General administration expense
- (b) Taxes and duties
- (c) Purchase of land and other real property
- (d) Compensation
- (e) Other indirect items

(1) With regard to disbursement in each Category, the amount dis-bursed shall be calculated from the eligible expenditure by multiplying with the percentage of the respective Category stipu-tated in this Section, unless otherwise agreed upon between the Fund and the Borrower.

(2) Category (Y) indicates the estimated cost of interest on the principal disbursed and outstanding during construction. The Fund shall be entitled to disburse asx principal out of the proceeds of the Loan and pay to itself, on behalf of the Borrower, the amounts required to meet payments, when due, of interest during the construction period of the Project. Such disbursement out of the proceeds of the Loan shall constitute a valid and binding obligation upon the Borrower under the terms and conditions of the Loan Agreement. The final date of such disbursement as described above shall be determined by the Fund.

Section 2. Reallocation upon change in cost estimates

(1) If the estimated cost of items included in any of Categories (A) through (Y) shall decrease, the amount then allocated to, and no longer required for, such Category will be reallocated by the Fund to Category (Z).

(2) If the estimated cost of items included in any of Categories (A) through (Y) shall increase, the amount equal to the portion, if any, of such increase to be financed out of the proceeds of the Loan, will be allocated by the Fund, at the request of the Borrower, to such Category from Category (Z), subject, however, to the requirements for contingencies, as determined by the Fund, in respect of the cost of items in the other Category(ies).

Schedule 3

Amortization Schedule

Due Date

Amount
(in Japanese Yen)

On _____ 20 , _____

On each _____ 20 and _____ 20
beginning _____ 20 , _____
through _____ 20 , _____

Schedule 4

Procurement Procedure

Section 1. Guidelines to be used for procurement under the Loan

(1) Procurement of all goods and services, except consulting services to be financed out of the proceeds of the Loan shall be in accordance with Guidelines for Procurement under OECF Loans dated November, 1987 (hereinafter referred to as "the Procurement Guidelines").

(2) Employment of consultants to be financed out of the proceeds of the Loan shall be in accordance with Guidelines for the Employment of Consultants by OECF Borrowers dated November, 1987 (hereinafter referred to as "the Consultant Guidelines").

(Optional)

The Consultant Guidelines shall apply to the selection of local consultants as well as foreign consultants.

(3) Notwithstanding the provision of the paragraph (1) mentioned above, the Procurement Guidelines will not apply in the case of procurement of goods and services for the Category () to () described in Section 1. of Schedule 2. The Borrower shall, with reference to Section 1.03 (c) of the Procurement Guidelines, procure or cause to be procured goods and services in accordance with procurement rules and regulations of the Borrower acceptable to the Fund. Procurement of such goods and services should be effected with due attention to economy and efficiency. The Fund deems it appropriate that such procurement be effected through Local Competitive Bidding among the Suppliers of the country of the Borrower.

Section 2. Eligible Source Countries

(1) The Eligible Source Countries for procurement of all goods and services, except consulting services, to be financed out of the proceeds of the Loan are the following:

(a) All the developing countries, as defined in I.1.(b) of the Memorandum of Understanding on Untying of Bilateral Development Loans in Favour of Procurement in Developing Countries agreed among the eight members of the Development Assistance Committee on June 7, 1974;

(b) All the member countries of the Organization for Economic Cooperation and Development (OECD).

(2) The Eligible Source Countries for procurement of consulting services to be financed out of the proceeds of the Loan are the following:

(a) All the developing countries, as defined in I.1.(b) of the Memorandum of Understanding on Untying of Bilateral Development Loans in Favour of Procurement in Developing Countries agreed among the eight members of the Development Assistance Committee on June 7, 1974;

(b) Japan.

(3) The Suppliers except consulting firms shall be nationals of the Eligible Source Countries or juridical persons incorporated and registered in the Eligible Source Countries, and which have their appropriate facilities for producing or providing the goods and services in the Eligible Source Countries and actually conduct their business there.

When consulting firms are employed, such firms shall satisfy all of the following conditions:

(a) A majority of the subscribed shares shall be held by nationals of the Eligible Source Countries;

(b) A majority of the full-time directors shall be nationals of the Eligible Source Countries;

(c) Such firms shall be incorporated and registered in the Eligible Source Countries.

(Option 1)

Section 3. The Fund's review of decisions relating to procurement of goods and services (except consulting services)

(1) In the case of contracts to be financed out of the proceeds of the Loan allocated to the Category () to (), as specified in Schedule 2 attached hereto, the following procedures shall, in accordance with Section 4.02 of the General Terms and Conditions, be subject to the Fund's review and concurrence.

(a) With regard to any contract the value of which is estimated to be not less than _____ million Japanese Yen ():

(i) If the Borrower wishes to adopt procurement procedures other than International Competitive Bidding, the Borrower shall submit to the Fund a Request for Review of Procurement Method(s) (as per Form No.1 attached hereto). The Fund shall inform the Borrower of its concurrence by means of a Notice regarding Procurement Method(s).

(ii) When the prequalified firms have been selected, the Borrower shall submit to the Fund for its review and concurrence a list of those firms and a report on the selection process, with the reasons for the choice made, attaching all relevant documents, together with a Request for Review of Result of Prequalification. The Borrower shall submit to the Fund, for the Fund's reference, such other documents related to the prequalification as the Fund shall reasonably request. When the Fund has no objection to the said documents, the Fund shall inform the Borrower accordingly by means of a Notice regarding Result of Prequalification.

(iii) Before sending a notice of award to the successful bidder, the Borrower shall submit to the Fund, for its review and concurrence, the analysis of bids and proposal for award, together with a Request for Review of Analysis of Bids and Proposal for Award. The Borrower shall submit to the Fund, for the Fund's reference, such other documents related to the award, such as tender documents, as the Fund shall reasonably request. When the Fund has no objection to the said documents, the Fund shall inform the Borrower accordingly by means of a Notice regarding Analysis of Bids and Proposal for Award.

(iv) When, as provided for in Section 5.10 of the Procurement Guidelines, the Borrower wishes to reject all bids or to negotiate with one or two of the lowest bidders with a view to obtaining a satisfactory contract, the Borrower shall inform the Fund of its reasons, requesting prior review and concurrence. When the Fund has no objection, it shall inform the Borrower of its concurrence. In the case of re-bidding, all subsequent procedures shall be substantially in accordance with the sub-paragraphs (i) through (iii).

(v) Promptly after executing a contract, the Borrower shall submit to the Fund, for the Fund's review and concurrence, a duly certified copy of the contract, together with a Request for Review of Contract (as per Form No. 2 attached hereto). When the Fund determines the contract to be consistent with the Loan Agreement, the Fund shall inform the Borrower accordingly by means of a Notice regarding Contract.

(vi) Any modification or cancellation of a contract reviewed by the Fund shall require the prior written concurrence of the Fund thereto, provided, however, that any change which does not constitute an important modification of the contract and which does not affect the contract price shall not require such concurrence of the Fund.

(b) With regard to any contract the value of which is estimated to be less than _____ million Japanese Yen ():

(i) The Borrower shall, promptly after executing a contract, submit to the Fund, for the Fund's review and concurrence, a duly certified copy of the contract, together with a Request for Review of Contract (as per Form No. 2 attached hereto). When the Fund determines the contract to be consistent with the Loan Agreement, the Fund shall inform the Borrower accordingly by means of a Notice regarding Contract. The Borrower shall submit to the Fund, for the Fund's reference, such other documents related to the contract as the Fund shall reasonably request.

(ii) Any modification or cancellation of a contract reviewed by the Fund shall require the prior written concurrence of the Fund thereto, provided, however, that any change which does not constitute an important modification of the contract and which does not affect the contract price shall not require such concurrence of the Fund.

(Option 2)

Section 3. The Fund's review of decisions relating to procurement of goods and services (except consulting services)

(1) In the case of contracts to be financed out of the proceeds of the Loan allocated to the Category () to (), as specified in Schedule 2 attached hereto, the following procedures shall, in accordance with Section 4.02 of the General Terms and Conditions, be subject to the Fund's review and concurrence.

(a) If the Borrower wishes to adopt procurement procedures other than International Competitive Bidding, the Borrower shall submit to the Fund a Request for Review of Procurement Method(s) (as per Form No.1 attached hereto). The Fund shall inform the Borrower of its concurrence by means of a Notice regarding Procurement Method.

(b) Before advertisement and/or notification of prequalification, the Borrower shall submit to the Fund for its review and concurrence the prequalification documents, together with a Request for Review of Prequalification Documents. When the Fund has no objection to the said documents, the Fund shall inform the Borrower accordingly by means of a Notice regarding Prequalification Documents. Any further modification by the Borrower of the said documents requires prior concurrence by the Fund.

(c) When the prequalified firms have been selected, the Borrower shall submit to the Fund for its review and concurrence a list of those firms and a report on the selection process with the reasons for the choice made, attaching all relevant documents, together with a Request for Review of Result of Prequalification. When the Fund has no objection to the said documents, the Fund shall inform the Borrower accordingly by means of a Notice regarding Result of Prequalification.

(d) Before inviting bids, the Borrower shall submit to the Fund for its review and concurrence the notices and instructions to bidders, bid form, proposed draft contract, specifications, drawings and all other documents related to the bidding, together with a Request for Review of Tender Documents. When the Fund has no objection to the said documents, the Fund shall inform the Borrower accordingly by means of a Notice regarding Tender Documents. Where the Borrower wishes to make any subsequent alteration to any of the said documents, the Fund's concurrence is to be obtained before the documents are sent to prospective bidders.

(e) Before sending a notice of award to the successful bidder, the Borrower shall submit to the Fund, for its review and concurrence, the analysis of bids and proposal for award, together with a Request for Review of Analysis of Bids and Proposal for Award. When the Fund has no objection to the said documents, the Fund shall inform the Borrower accordingly by means of a Notice regarding Analysis of Bids and Proposal for Award.

(f) When, as provided for in Section 5.10 of the Procurement Guidelines, the Borrower wishes to reject all bids or to negotiate with one or two of the lowest bidders with a view to obtaining a satisfactory contract, the Borrower shall inform the Fund of its reasons, requesting the Fund's prior review and concurrence. When the Fund has no objection, it shall inform the Borrower of its concurrence. In the case of re-bidding, all subsequent procedures shall be made substantially in accordance with the abovementioned sub-paragraphs (a) through (e).

(g) Promptly after executing a contract, the Borrower shall submit to the Fund, for the Fund's review and concurrence, a duly certified copy of the contract, together with a Request for Review of Contract (as per Form No.2 attached hereto). When the Fund determines the contract to be consistent with the Loan Agreement, the Fund shall inform the Borrower accordingly by means of a Notice regarding Contract.

(h) Any modification or cancellation of a contract reviewed by the Fund shall require the prior written concurrence of the Fund thereto, provided, however, that any change which does not constitute an important modification of the contract and which does not affect the contract price shall not require such concurrence of the Fund.

(Option 1.)

(2) In the case of contracts to be financed out of the proceeds of the Loan allocated to the Category () to (), as specified in Schedule 2 attached hereto, the following procedures shall, in accordance with Section 4.02. of the General Terms and Conditions, be subject to the Fund's review and concurrence.

(a) With regard to any contract the value of which is estimated to be not less than _____ million Japanese Yen ()::

(i) If the Borrower wishes to adopt procurement procedures other than Local Competitive Bidding, the Borrower shall submit to the Fund a Request for Review of Procurement Method(s) (as per Form No.1 attached hereto). The Fund shall inform the Borrower of its concurrence by means of a Notice regarding Procurement Method(s).

(ii) When the prequalified firms have been selected, the Borrower shall submit to the Fund for its review and concurrence a Request for Review of Result of Prequalification together with a Summary Sheet as per Form No.3 attached hereto. When the Fund has no objection to the said request, the Fund shall inform the Borrower accordingly by means of a Notice regarding Result of Prequalification.

(iii) Before sending a notice of award to the successful bidder, the Borrower shall submit to the Fund, for its review and concurrence, a Request for Review of Analysis of Bids and Proposal for Award together with a Summary Sheet as per Form No.4 attached hereto. When the Fund has no objection to the said request, the Fund shall inform the Borrower accordingly by means of a Notice regarding Analysis of Bids and Proposal for Award.

(iv) When the Borrower wishes to reject all bids or to negotiate with one or two of the lowest bidders with a view to obtaining a satisfactory contract, the Borrower shall inform the Fund of its reasons, requesting prior review and concurrence. When the Fund has no objection, it shall inform the Borrower of its concurrence. In the case of re-bidding, all subsequent procedures shall be substantially in accordance with the sub-paragraphs (i) through (iii).

(v) Promptly after executing a contract, the Borrower shall submit to the Fund, for the Fund's review and concurrence, a Request for Review of Contract (as per Form No.5 attached hereto). When the Fund determines the contract to be consistent with the Loan Agreement, the Fund shall inform the Borrower accordingly by means of a Notice regarding Contract.

(vi) Any modification or cancellation of a contract reviewed by the Fund shall require the prior written concurrence of the Fund thereto, provided, however, that any change which does not constitute an important modification of the contract and which does not affect the contract price shall not require such concurrence of the Fund.

(vii) The Fund reserves the right to request the Borrower to submit documents concerning such procurement for the Fund's reference.

(b) With regard to any contract the value of which is estimated to be less than _____ Japanese Yen (_____), the Fund reserves the right to request the Borrower to submit documents concerning such procurement for the Fund's reference.

(Option 2)

(2) In the case of contracts to be financed out of the proceeds of the Loan allocated to the Category () to (), as specified in Schedule 2 attached hereto, the following procedures shall, in accordance with Section 4.02 of the General Terms and Conditions, be subject to the Fund's review and concurrence.

(a) With regard to any contract the value of which is estimated to be not less than _____ million Japanese Yen ():

(i) If the Borrower wishes to adopt procurement procedures other than Local Competitive Bidding, the Borrower shall submit to the Fund a Request for Review of Procurement Method(s) (as per Form No.1 attached hereto). The Fund shall inform the Borrower of its concurrence by means of a Notice regarding Procurement Method.

(ii) When the prequalified firms have been selected, the Borrower shall submit to the Fund for its review and concurrence a list of those firms and report on the selection process, with the reasons for the choice made, attaching all relevant documents, together with a Request for Review of Result of Prequalification. The Borrower shall submit to the Fund, for the Fund's reference, such other documents related to the prequalification as the Fund shall reasonably request. When the Fund has no objection to the said documents, the Fund shall inform the Borrower accordingly by means of a Notice regarding Result of Prequalification.

(iii) Before sending a notice of award to the successful bidder, the Borrower shall submit to the Fund, for its review and concurrence, the analysis of bids and proposal for award, together with a Request for Review of Analysis of Bids and Proposal for Award. The Borrower shall submit to the Fund, for the Fund's reference, such other documents related to the award, such as tender documents, as the Fund shall reasonably request. When the Fund has no objection to the said documents, the Fund shall inform the Borrower accordingly by means of a Notice regarding Analysis of Bids and Proposal for Award.

(iv) When, as provided for in Section 5.10 of the Procurement Guidelines, the Borrower wishes to reject all bids or to negotiate with one or two of the lowest bidders with a view to obtaining a satisfactory contract, the Borrower shall inform the Fund of its reasons, requesting prior review and concurrence. When the Fund has no objection, it shall inform the Borrower of its concurrence. In the case of re-bidding, all subsequent procedures shall be substantially in accordance with the subparagraphs (i) through (vi).

(v) Promptly after executing a contract, the Borrower shall submit to the Fund, for the Fund's review and concurrence, a duly certified copy of the contract, together with a Request for Review of Contract (as per Form No.2 attached hereto). When the Fund determines the contract to be consistent with the Loan Agreement, the Fund shall inform the Borrower accordingly by means of a Notice regarding Contract.

(vi) Any modification or cancellation of a contract reviewed by the Fund shall require the prior written concurrence of the Fund thereto, provided, however, that any change which does not constitute an important modification of the contract and which does not affect the contract price shall not require such concurrence of the Fund.

(vii) All documents to be submitted in accordance with the above stipulations shall be made in English.

(b) With regard to any contract the value of which is estimated to be less than _____ Japanese Yen (_____), the Fund reserves the right to request the Borrower to submit documents concerning such procurement for the Fund's reference.

(3) The following declarations as to the eligibility of goods and the Supplier except consulting firms, signed and dated by the Supplier, shall be attached to each Contract (or its Summary Sheet);

"I, the undersigned, hereby certify that the goods to be supplied are produced in _____ (name of the Eligible Source Country).

"I, the undersigned, further certify that, to the best of my knowledge and belief, the portion imported from non-Eligible Source Countries is less than _____ percent (____%) in accordance with the following formula:

$$\frac{\text{Imported CIF Price} + \text{Import Duty}}{\text{Supplier's FOB Price (where applicable, Ex-factory Price)}} \times 100."$$

"I, the undersigned, hereby certify that (name of the Supplier) has been incorporated and registered in (name of the Eligible Source Country), has its appropriate facilities for producing or providing the goods and services in (name of the Eligible Source Country) and actually conducts its business there."

Section 4. The Fund's review of decisions relating to employment of consultants

(1) With reference to Section 4.02 of the General Terms and Conditions, the following procedures shall be subject to the Fund's review and concurrence.

(a) Before proposals are invited from consultants, the Borrower shall submit to the Fund, for the Fund's review and concurrence, the Terms of Reference, Short List of Consultants and Letter of Invitation, together with a Request for Review of these documents. When the Fund has no objection to the said documents, the Fund shall inform the Borrower accordingly by means of a Notice regarding the Terms of Reference, Short List of Consultants and Letter of Invitation. Any further modification by the Borrower of the said documents requires the prior concurrence of the Fund.

(b) Before inviting the highest-ranked consultant to enter on contract negotiations, the Borrower shall send to the Fund, for the Fund's review and concurrence, the results of its evaluation of proposals received, together with a Request for Review of Evaluation Report on Consultants' Proposals. When the Fund has no objection to the said documents, the Fund shall inform the Borrower accordingly by means of a Notice regarding Evaluation Report on Consultants' Proposals.

(c) When, as provided for in Section 3.07 (2) of the Consultant Guidelines, the Borrower wishes to terminate the contract negotiations with the highest-ranked consultant and invite the second-ranked consultant to enter on negotiations, the Borrower shall, in advance, inform the Fund of this fact, stating its reasons for the Fund's reference.

(d) If the Borrower wishes, as provided for in Section 3.01 (2) of the Consultant Guidelines, to employ a specific consultant, the Borrower shall inform the Fund in writing of its reasons, for the Fund's review and concurrence, together with the Letter of Invitation and Terms of Reference. After obtaining the concurrence of the Fund, the Borrower may send the Letter of Invitation and Terms of Reference to the consultant concerned. If the Borrower finds the proposal of the consultant to be satisfactory, it may then negotiate the conditions (including the financial terms) of the contract.

(e) Promptly after executing a contract, the Borrower shall submit to the Fund, for the Fund's review and concurrence, a duly certified copy of the contract, together with a Request for Review of Contract (as per Form No.6 attached hereto). When the Fund determines the contract to be consistent with the Loan Agreement, the Fund shall inform the Borrower accordingly by means of a Notice regarding Contract.

(f) Any modification or cancellation of a contract reviewed by the Fund shall require the prior written concurrence of the Fund thereto, provided, however, that any change which does not constitute an important modification of the contract and which does not affect the contract price shall not require such concurrence of the Fund.

(2) The following declaration as to the eligibility of the consulting firm, signed and dated by the consulting firm, shall be attached to each contract:

"I, the undersigned, hereby certify that _____ (name of the firm) has been incorporated and registered in _____ (name of the Eligible Source Country), and is an eligible consulting firm, _____ percent (___%) of the subscribed shares being held by nationals of _____ (name of the Eligible Source Country) and _____ percent (___%) of the full-time directors being nationals of _____ (name of the Eligible Source Country)."

Form No. 1

Date:

Ref. No.

THE OVERSEAS ECONOMIC COOPERATION FUND
Tokyo, Japan

Attention: Managing Director, Loan Department _____

Gentlemen:

REQUEST FOR REVIEW OF PROCUREMENT METHOD(S)

Reference: Loan Agreement No. _____, dated _____,
for (name of the Project)

In accordance with the relevant provisions of the Loan Agreement under reference, we hereby submit for your review the Procurement Method(s) as per attached sheet.

We should be grateful if you would notify us of your concurrence.

Very truly yours,

For: _____

(Name of the Borrower)

By: _____

(Authorized Signature)

1. Name_of_the_Project
2. Method(s)_of_Procurement
 - () Limited International (Local) Bidding
 - () International (Local) Shopping
 - () Direct Contracting
 - () Others ()
3. Reasons_for_Selection_of_Method(s)_of_Procurement_in_detail
(For example: technical considerations, economic factors, experiences and capabilities)
4. Name_and_Nationality_of_the_Supplier_____
(in the cases of Limited International (Local) Bidding and Direct Contracting)
5. Estimated_Contract_Amount_
Foreign Currency
Local Currency
6. Main_Items_Covered_by_the_Contract
7. Type_of_Contract
 - () Turnkey Contract
 - () Procurement of Goods/Equipment/Materials
 - () Civil Works Contract
 - () Procurement of Services
 - () Others
8. Schedule
 - i) Date of Execution of Contract
 - ii) Shipping Date and/or Date for Commencement of Works/Services
 - iii) Completion Date (for delivery or construction)

Date:

Ref. No.

THE OVERSEAS ECONOMIC COOPERATION FUND
Tokyo, Japan

Attention: Managing Director, Loan Department _____

Gentlemen:

REQUEST FOR REVIEW OF CONTRACT

In accordance with the relevant provisions of the Loan Agreement No. _____, dated _____, we hereby submit for your review a certified copy of the Contract attached hereto. The details of the Contract are as follows:

1. Number and Date of Contract: _____
2. Name and Nationality of the Supplier: _____
3. Name of the Purchaser: _____
4. Contract Price: _____
5. Amount of Financing Applied for: _____
(representing ____ % of eligible expenditure)
6. Description and Origin of the Goods:

(For each item, the total percentage represented by the portion of that item, if any, imported from non-Eligible Source Countries is to be stated.)

We should be grateful if you would notify us of your concurrence to the Contract by sending us a Notice regarding Contract.

Very truly yours,

For: _____
(Name of the Borrower)

By: _____
(Authorized Signature)

Summary Sheet

(Analysis of Bids and Proposal for Award)

1. Description of Goods and/or Services:

2. Date of Bid Announcement:

3. Date of Bid Opening:

4. Evaluation Criteria:

5. Rating of Each Bidder:

Name of	Bid Price	Evaluated Price	Ranking	Remarks
Bidders	(A)	(B)		Explanation on the difference between (A) and (B)

Date:

Ref. No.

THE OVERSEAS ECONOMIC COOPERATION FUND
Tokyo, Japan

Attention: Managing Director, Loan Department _____

Gentlemen:

REQUEST FOR REVIEW OF CONTRACT

In accordance with the relevant provisions of the Loan Agreement No. _____, dated _____, we hereby submit for your review a Summary Sheet of the Contract.

We should be grateful if you would notify us of your concurrence to the Contract by sending us a Notice regarding Contract.

Very truly yours,

For:

(Name of the Borrower)

By:

(Authorized Signature)

Date:

Ref. No.

THE OVERSEAS ECONOMIC COOPERATION FUND
Tokyo, Japan

Attention: Managing Director, Loan Department _____

Gentlemen:

REQUEST FOR REVIEW OF CONTRACT

In accordance with the relevant provisions of the Loan Agreement No. _____, dated _____, we hereby submit for your review a certified copy of the Contract attached hereto. The details of the Contract are as follows:

1. Number and Date of Contract: _____
2. (1) Percentage of the subscribed shares held by nationals of the Eligible Source Countries: _____
(2) Percentage of the full-time directors who are nationals of the Eligible Source Countries: _____
3. Name of the Purchaser: _____
4. Contract Price: _____
5. Amount of Financing Applied for: _____
(representing _____ % of eligible expenditure)

We should be grateful if you would notify us of your concurrence by sending us a Notice regarding Contract.

Very truly yours,

For: _____

(Name of the Borrower)

By: _____

(Authorized Signature)

Schedule 5

Commitment Procedure

COMMITMENT PROCEDURE dated July, 1988 shall mutatis mutandis be applied for disbursement of the proceeds of the Loan for the purchase of goods and services from the Suppliers of the Eligible Source Countries other than _____, with the following supplemental stipulations:

1. With regard to Section 1.(2) of COMMITMENT PROCEDURE, the Japanese Bank shall be _____.

2. With regard to Section 1.(2) of COMMITMENT PROCEDURE, the Issuing Bank shall be _____.

3. (choose (a) or (b))

(a) 1. The Borrower shall pay to the Fund in Japanese Yen an amount equal to one-tenth percent (0.1%) of the amount of the Letter of Commitment as the service charge thereof on the issuing date of the relative Letter of Commitment. The Fund shall issue to the Japanese Bank the Letter of Commitment upon receipt of the service charge from the Borrower.

2. An amount equal to such service charge shall be financed out of the proceeds of the Loan, and the Fund shall immediately pay such amount to itself as the service charge on the issuing date of the Letter of Commitment. Such disbursement out of the proceeds of the Loan shall constitute a valid and binding obligation upon the Borrower under the terms and conditions of the Loan Agreement.

(b) 1. The Borrower shall, subject to 2 below, pay to the Fund in Japanese Yen an amount equal to one-tenth percent (0.1%) of the amount of the Letter of Commitment as the service charge thereof by the issuing date of the relative Letter of Commitment. Such service charge shall be paid to the Fund through the non-resident yen account which shall be opened or have been opened in the name of the Borrower with the Japanese Bank. The Fund shall issue to the Japanese Bank the Letter of Commitment upon receipt of the service charge.

2. If the Fund shall not have received full payment of such service charge from the Borrower within thirty (30) days after the Letter of Commitment becomes otherwise issuable, an amount equal to such service charge shall be financed out of the proceeds of the Loan at the expiration of such thirty (30) days period and the Fund shall thereupon pay such amount to itself as the service charge. Such disbursement out of the proceeds of the Loan shall constitute a valid and binding obligation upon the Borrower under the terms and conditions of the Loan Agreement.

Schedule 6

Reimbursement Procedure

REIMBURSEMENT PROCEDURE dated Sep., 1988 shall mutatis mutandis be applied for disbursement of the proceeds of the Loan for the payment made to the Suppliers, with the following supplemental stipulations:

1. The authorized foreign exchange bank in Tokyo wherever mentioned in this Schedule, including REIMBURSEMENT PROCEDURE, shall be _____.
2. The authorized foreign exchange bank in the territories of the Borrower mentioned in REIMBURSEMENT PROCEDURE, shall be _____.
3. The supporting documents evidencing each payment and its usage, as mentioned in 1.(b) of REIMBURSEMENT PROCEDURE, shall be as follows:
4. (choose (a) or (b))
 - (a)
 1. The Borrower shall pay to the Fund in Japanese Yen an amount equal to one-tenth percent (0.1%) of the amount of the disbursement for the Borrower as the service charge thereof on the date of such disbursement. The Fund's disbursement under this procedure shall be made upon receipt of the service charge from the Borrower.
 2. An amount equal to such service charge shall be financed out of the proceeds of the Loan, and the Fund shall immediately pay such amount to itself as the service charge on the date of the disbursement for the Borrower. Such disbursement out of the proceeds of the Loan shall constitute a valid and binding obligation upon the Borrower under the terms and conditions of the Loan Agreement.
 - (b)
 1. The Borrower shall, subject to 2 below, pay to the Fund in Japanese Yen an amount equal to one-tenth percent (0.1%) of the amount of the disbursement for the Borrower as the service charge thereof by the date of such disbursement. Such service charge shall be paid to the Fund through the non-resident yen account which shall be opened or have been opened in the name of the Borrower with an authorized foreign exchange bank in Tokyo. The Fund's disbursement under this procedure shall be made upon receipt of the service charge.

2. If the Fund shall not have received full payment of such service charge from the Borrower within thirty (30) days after such disbursement becomes otherwise possible, an amount equal to such service charge shall be financed out of the proceeds of the Loan at the expiration of such thirty (30) days period and the Fund shall thereupon pay such amount to itself as the service charge. Such disbursement of the service charge out of the proceeds of the Loan shall constitute a valid and binding obligation upon the Borrower under the terms and conditions of the Loan Agreement.

5. The amount in the Request for Reimbursement shall be expressed in _____.

6. (optional) The Borrower shall, by mailing a Request for Reimbursement directly to the BOT, request the Fund to make disbursement.

7. Form OECF-SSP attached hereto shall be substituted for Form OECF-SSP attached to the REIMBURSEMENT PROCEDURE.

Schedule 7

Special Account Procedure

SPECIAL ACCOUNT PROCEDURE dated Sep. 1988 shall mutatis mutandis be applied for disbursement of the proceeds of the Loan for the payment to be made to the Suppliers with the following supplemental stipulations:

1. The Borrower shall exclusively for the Project open and maintain the Special Account denominated in _____ with _____ immediately after the signing of the Loan Agreement and shall submit to the Fund the evidence of opening of such account.
2. With regard to Section 3 of SPECIAL ACCOUNT PROCEDURE, the initial disbursement shall be in the amount not exceeding _____ Japanese Yen (_____).
3. With regard to Section 8 of SPECIAL ACCOUNT PROCEDURE, the total disbursement shall be in the amount not exceeding _____ Japanese Yen (_____).
4. (optional) The Borrower shall, by sending a Request for Initial Disbursement or a Request for Replenishment in accordance with attached Form OECF-RID or Form OECF-RPM respectively directly to the BOT, request the Fund to make disbursement in Japanese yen.
5. When the Borrower requests for replenishment, the supporting documents for each payment, as described in Section 5 of SPECIAL ACCOUNT PROCEDURE, shall be as follows:
6. (choose (a) or (b))
 - (a) 1. The Borrower shall pay to the Fund in Japanese Yen an amount equal to one-tenth percent (0.1%) of the amount of the disbursement for the Borrower as the service charge thereof on the date of such disbursement. The Fund's disbursement under this procedure shall be made upon receipt of the service charge from the Borrower.

2. An amount equal to such service charge shall be financed out of the proceeds of the Loan, and the Fund shall immediately pay such amount to itself as the service charge on the date of the disbursement for the Borrower. Such disbursement out of the proceeds of the Loan shall constitute a valid and binding obligation upon the Borrower under the terms and conditions of the Loan Agreement.

(b) 1. The Borrower shall, subject to 2 below, pay to the Fund in Japanese Yen an amount equal to one-tenth percent (0.1%) of the amount of the disbursement for the Borrower as the service charge thereof by the date of such disbursement. Such service charge shall be paid to the Fund through the non-resident Yen account which shall be opened or have been opened in the name of the Borrower with an authorized foreign exchange bank in Tokyo. The Fund's disbursement under this procedure shall be made upon receipt of the service charge.

2. If the Fund shall not have received full payment of such service charge from the Borrower within thirty (30) days after such disbursement becomes otherwise possible, an amount equal to such service charge shall be financed out of the proceeds of the Loan at the expiration of such thirty (30) days period and the Fund shall thereupon pay such amount to itself as the service charge. Such disbursement of the service charge out of the proceeds of the Loan shall constitute a valid and binding obligation upon the Borrower under the terms and conditions of the Loan Agreement.

7. The authorized foreign exchange bank in Tokyo wherever mentioned in this Schedule, including SPECIAL ACCOUNT PROCEDURE, shall be _____.
8. The amount in the Request for Initial Disbursement and a Request for Replenishment shall be expressed in _____.
9. Form OECF-SSP attached hereto shall be substituted for Form OECF-SSP attached to the SPECIAL ACCOUNT PROCEDURE.

2.5 基本協定

2.5.2 技協協定（各国：日本語及び外国語テキスト対照）

番号	国名	署名日	発効日	資料No.・頁
1	ブラジル	1970年 9月22日	1971年 7月15日	
2	コロンビア	1976年12月22日	1978年12月12日	
3	グアテマラ	1977年 3月28日	1978年 5月16日	
4	ボリビア	1978年 3月22日	1978年 3月22日	
5	チリ	1978年 7月28日	1978年12月 2日	
6	パラグアイ	1979年 2月 8日	1979年 7月24日	
7	ペルー	1979年 8月20日	1980年 2月15日	
8	アルゼンティン	1979年10月11日	1981年 8月11日	
9	タイ	1981年11月 5日	1981年11月 5日	
10	エジプト	1983年 6月15日	1984年 1月31日	
11	コスタリカ	1985年 5月24日	1986年 6月 4日	
12	ヨルダン	1985年 7月16日	1985年 7月16日	
13	シリア	1985年 7月18日	1987年 1月29日	
14	メキシコ	1986年12月 2日	1987年12月24日	
15	ヴェネズエラ	1988年 4月 6日	1988年11月 3日	
16	ウルグアイ	1989年 9月12日	1991年 4月10日	
17	エクアドル	1992年 6月25日	未発効	

2.5.3 経済技術協力協定（各国：日本語及び外国語テキスト対照）

番号	国名	署名日	発効日	資料No.・頁
1	イラン	1958年12月 9日	1958年12月 9日	
2	イラク	1974年 8月16日	1974年11月11日	
3	サウジアラビア	1975年 3月 1日	1975年 5月18日	

(2.5.2 技協協定)

技協協力に関する日本国政府と
ジョルダン・ハシエミット王国
政府との間の協定

日本国政府及びジョルダン・ハシエミット王国政府は、技協協力の促進により両国間に存在する友好関係を一種強化することを希望し、また、両国の経済的及び社会的発展を促進することがもたらす相互の利益を考慮して、次のとおり協定した。

第1条

両政府は、両国間の技協協力を促進するよう努力する。

第2条

両政府は、この協定に基づき、両政府の間で合意する種別の技協協力計画を実施するための別途の取極を文書により行う。

第3条

日本国政府は、日本国の現行法令に従い、かつ、前条にいう取極に基づき、自己の負担で次の形態による技協協力を行う。

- (a) 日本国における技術訓練のためにジョルダン国民を受け入れること。
- (b) 日本国の専門家（以下「専門家」という。）をジョルダン・ハシエミット王国に派遣すること。
- (c) ジョルダン・ハシエミット王国の経済及び社会開発計画の調査を行うため、日本の調査団（以下「調査団」という。）をジョルダン・ハシエミット王国に派遣すること。

- (d) 設備、機械及び資材をジョルダン・ハシエミット王国政府に供与すること。

AGREEMENT OF TECHNICAL COOPERATION BETWEEN THE GOVERNMENT OF JAPAN AND THE GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN

The Government of Japan and the Government of the Hashemite Kingdom of Jordan.

Desiring to strengthen further the friendly relations existing between the two countries by the promotion of technical cooperation, and

Considering mutual benefits derived from promoting the economic and social development of their respective countries.

Have agreed as follows:

Article I

The two Governments will endeavour to promote technical cooperation between the two countries.

Article II

On the basis of this Agreement, the two Governments will enter into separate arrangements in written form to carry out specific technical cooperation programmes to be agreed upon between the two Governments.

Article III

The Government of Japan will, in accordance with the laws and regulations in force in Japan, and under the arrangements referred to in Article II of this Agreement, carry out at its own expense the following forms of technical cooperation:

- (a) receiving Jordanian nationals for technical training in Japan;
- (b) dispatching Japanese experts (hereinafter referred to as "the Experts") to the Hashemite Kingdom of Jordan;
- (c) dispatching Japanese missions (hereinafter referred to as "the Missions") to the Hashemite Kingdom of Jordan to conduct surveys of economic and social development projects of the Hashemite Kingdom of Jordan;

- (d) providing the Government of the Hashemite Kingdom of Jordan with equipment, machinery and materials; and

(e) 両政府間で相互に合意することのあるその他の形態の技術協力をジョルダン・ハシエミット王国政府に対し行うこと。

第4条

日本国政府が専門家及び調査団を派遣する場合には、ジョルダン・ハシエミット王国政府は、自己の負担で次の措置をとる。

- (a) 専門家及び調査団の任務遂行に必要な事務所その他の施設を提供すること。
- (b) 専門家及び調査団の任務遂行に必要な現地要員（専門家及び調査団の相手方となるジョルダン人要員及び、必要な場合には、適当な通訳を含む。）を提供すること。
- (c) 専門家に係る次の諸経費を負担すること。
 - (i) 通勤費
 - (ii) ジョルダン・ハシエミット王国内の公用出張旅費
 - (iii) 公用通信費
- (d) 現地の条件及びジョルダンの関係当局の財政事情が許す限り専門家に対し住居を提供すること。

(e) 現地の条件及びジョルダンの関係当局の財政事情が許す限り専門家及び調査団の構成員に対し医療上の便宜を与えること。

第5条

- 1 (1) ジョルダン・ハシエミット王国政府は、次のことを行う。
 - (a) 専門家及び調査団の構成員につき、海外から送金される給与及び手当に対し、又はこれらに関連して課税される所得税その他の財政課税金を免除すること。
 - (b) 専門家及びその家族並びに調査団の構成員につき、次のものの輸入に関し、領事手数料、関税、内国税その他類似の課税金並びに輸入許可証及び為替証明書の取得義務を免除すること。

- (i) 身回品及び家財

(c) providing the Government of the Hashemite Kingdom of Jordan with other forms of technical cooperation as may be mutually agreed upon between the two Governments.

Article IV

In case the Government of Japan dispatches the Experts and the Missions, the Government of the Hashemite Kingdom of Jordan will take at its own expense the following measures:

- (a) to provide office accommodation and other facilities required for the performance of the duties of the Experts and the Missions;
- (b) to provide the local staff (including Jordanian counterparts to the Experts and the Missions and, if necessary, adequate interpreters) necessary for the performance of the duties of the Experts and the Missions;
- (c) to bear expenses of the Experts for
 - (i) daily transportation to and from their place of work,
 - (ii) their official travels in the Hashemite Kingdom of Jordan, and
 - (iii) their official correspondence;
- (d) to provide housing accommodation for the Experts whenever local conditions and financial possibilities of Jordanian authorities concerned may permit; and
- (e) to provide medical care and facilities for the Experts and members of the Missions whenever local conditions and financial possibilities of Jordanian authorities concerned may permit.

Article V

1. (1) The Government of the Hashemite Kingdom of Jordan will:
 - (a) exempt the Experts and members of the Missions from income taxes and other fiscal charges imposed on or in connection with any emoluments or allowances remitted to them from overseas; and
 - (b) exempt the Experts and their families as well as members of the Missions from consular fees, customs duties, internal taxes and other charges of a similar nature, as well as from the requirement of obtaining import license and certificate of foreign exchange coverage, in respect of the importation of
 - (i) personal and household goods, and

(ii) ジョルダン・ハシエミット王国に派遣される専門家一名につき自動車1台
Hashemite Kingdom of Jordan.

(2) 前記の物品及び自動車については、それらがその後ジョルダン・ハシエミット
王国内において、関税その他の租税の免除又は同様の特権を有しない個人又は団
体に売却又は譲渡される場合には、当該関税その他の租税が支払われなければならない。

2 ジョルダン・ハシエミット王国政府は、次の措置をとる。

(a) 専門家及びその家族並びに調査団の構成員に対し、その任期中、ジョルダン・
ハシエミット王国に入国し、同国から出国し及び同国に滞在することを許可し、
外国人登録義務手続のための便宜を与え、並びに領事手数料を免除すること。

(b) 専門家及び調査団による任務の遂行に必要なとされるすべての政府機関の協力を
確保するために、専門家及びその家族並びに調査団の構成員に対し身分証明書を
交付すること。

(c) 専門家に対し自動車の運転免許証の取得のための便宜を与えること。

(d) 専門家及びその家族に対し居住許可書を交付すること。

第6条

ジョルダン・ハシエミット王国政府は、専門家及びその家族並びに調査団の構成員
に対し、ジョルダン・ハシエミット王国において同様の任務を遂行している第三国又
は国際機関の専門家及びその家族並びに調査団の構成員に与えられているものより不
利でない特権、免除及び便宜を与える。

第7条

ジョルダン・ハシエミット王国政府は、専門家及び調査団の構成員による任務の遂
行に起因し、当該任務の遂行中に発生し、又はその他当該任務の遂行に関連して専門
家及び調査団の構成員に対する請求が生じた場合には、当該請求に関する責任を負
う。ただし、両政府がその請求が専門家又は調査団の構成員の重大なる過失又は故意
から生じたことにつき合意する場合は、この限りではない。

(ii) one motor vehicle per Expert assigned to stay in the
Hashemite Kingdom of Jordan.

(2) The goods and the motor vehicle mentioned above will be subject
to payment of customs duties and taxes if they are subsequently sold or
transferred within the Hashemite Kingdom of Jordan to individuals or
organizations not entitled to exemption from such duties and taxes or
similar privileges.

2. The Government of the Hashemite Kingdom of Jordan will take the
following measures:

(a) to permit the Experts and their families as well as members of
the Missions to enter, leave and sojourn in the Hashemite Kingdom of
Jordan for the duration of their assignment therein, offer them the
convenience for procedures of alien registration requirements, and
exempt them from consular fees;

(b) to issue to the Experts and their families as well as members of
the Missions identification cards to secure the cooperation of all
governmental organizations necessary for the performance of the
duties of the Experts and the Missions;

(c) to offer the Experts the convenience for acquisition of car
driving license; and

(d) to issue to the Experts and their families residence permits.

Article VI

The Government of the Hashemite Kingdom of Jordan will accord the
Experts and their families as well as members of the Missions such
privileges, exemptions and benefits as are no less favorable than those
accorded to experts and their families as well as members of the missions
of any third country or of any international organizations performing
similar mission in the Hashemite Kingdom of Jordan.

Article VII

The Government of the Hashemite Kingdom of Jordan will bear claims,
if any arises, against the Experts and members of the Missions resulting
from, occurring in the course of, or otherwise connected with, the
discharge of their duties, except when the two Governments agree that
such claims arise from gross negligence or wilful misconduct on the part
of the Experts, or members of the Missions.

第8条

1 日本国政府がジョルダン・ハシエミット王国政府に設備、機械及び資材を供与する場合、これらのものは、陸揚港においてc.i.f.建てでジョルダン・ハシエミット王国政府の関係当局に引き渡された時にジョルダン・ハシエミット王国政府の財産となる。これらの設備、機械及び資材は、別途の合意がない限り供与された目的のために使用される。

2 ジョルダン・ハシエミット王国政府は、1にいう設備、機械及び資材に関して、領事手数料、関税、内国税その他類似の課徴金並びに輸入許可証及び為替証明書の取得義務を免除する。

3 1にいう設備、機械及び資材のジョルダン・ハシエミット王国内における輸送のための費用並びにこれらの補充のための費用は、ジョルダン・ハシエミット王国政府が負担する。

4 専門家及び調査団の構成員がその任務を遂行するために携行する設備、機械及び資材は、別途の合意がない限り日本国政府の財産である。

専門家及び調査団の構成員は、設備、機械及び資材の輸入に関し、これらの設備、機械及び資材に対してジョルダン・ハシエミット王国において課される領事手数料、関税、内国税その他類似の課徴金並びに輸入許可証及び為替証明書の取得義務を免除される。

第9条

専門家及び調査団の構成員は、ジョルダン・ハシエミット王国政府が指定する機関を通じ、同政府と緊密に連絡を保つものとする。

Article VIII

1. In case the Government of Japan provides the Government of the Hashemite Kingdom of Jordan with equipment, machinery and materials, they will become the property of the Government of the Hashemite Kingdom of Jordan upon being delivered c.i.f. at the port of disembarkation to authorities concerned of the Government of the Hashemite Kingdom of Jordan. The equipment, machinery and materials mentioned above will be utilized for the purpose for which they will be provided unless otherwise agreed upon.

2. The Government of the Hashemite Kingdom of Jordan will exempt the equipment, machinery and materials referred to in paragraph 1 above from consular fees, customs duties, internal taxes and other charges of a similar nature as well as from the requirement of obtaining import license and certificate of foreign exchange coverage.

3. The expenses for the transportation within the Hashemite Kingdom of Jordan of the equipment, machinery and materials referred to in paragraph 1 above and the expenses for their replacement will be borne by the Government of the Hashemite Kingdom of Jordan.

4. The equipment, machinery and materials which the Experts and members of the Missions carry with them for the performance of their duties will remain the property of the Government of Japan unless otherwise agreed upon.

The Experts and members of the Missions will be exempted from consular fees, customs duties, internal taxes and other charges of a similar nature as well as from the requirement of obtaining import licence and certificate of foreign exchange coverage to be imposed in the Hashemite Kingdom of Jordan in respect of the importation of such equipment, machinery and materials.

Article IX

The Experts and members of the Missions will maintain close contact with the Government of the Hashemite Kingdom of Jordan through organizations designated by it.

第10条

1 ジョルダン・ハシエミット王国政府は、日本国政府による技術協力の実施機関である国際協力事業団（以下「JICA」という。）が、ジョルダン・ハシエミット王国においてJICAの海外事務所を設置することを認め、また、この協定に基づく技術協力計画に関連してJICAにより与えられる任務をジョルダン・ハシエミット王国において遂行する日本国から派遣されるJICAの駐在員及び職員（以下「駐在員等」という。）を受け入れる。

2 ジョルダン・ハシエミット王国政府は、ジョルダン・ハシエミット王国における駐在員等及びその家族並びにJICAの海外事務所に対し、以下の特権、免除及び便宜を与える。

(1) 駐在員等及びその家族に対し

(a) 第5条、第6条及び第8条4に基づき専門家及びその家族並びに調査団の構成員に与えられる特権、免除及び便宜

(b) 任務の遂行のための経費であって海外から送金されるものに対し又はこれに関連して課される所得税その他の財政課徴金の免除

(2) JICA海外事務所に対し

(a) 事務所の備品並びに事務所の活動に必要なテレックス装置及び自動車（その台数は、両政府間で別途合意しない限り2台とする。）を含むその他の物品の輸入に対し、又はこれらに関連して課される関税及びその他の課徴金の免除

(b) 事務所の経費であって海外から送金されるものに対し又はこれらに関連して課される所得税その他の課徴金の免除

第11条

日本国政府及びジョルダン・ハシエミット王国政府は、この協定から又はそれに関連して生ずることがあるいかなる事項についても相互に協議する。

Article X

1. The Government of the Hashemite Kingdom of Jordan will admit the Japan International Cooperation Agency (hereinafter referred to as "JICA"), the executing agency for technical cooperation by the Government of Japan, to establish an overseas office of JICA in the Hashemite Kingdom of Jordan and will accept a Resident Representative and his staff of JICA to be dispatched from Japan (hereinafter referred to as "the Representative and Staff") who discharge the duties in the Hashemite Kingdom of Jordan to be assigned by JICA concerning the technical cooperation programmes under this Agreement.

2. The Government of the Hashemite Kingdom of Jordan will accord the Representative and Staff and their families, as well as the overseas office of JICA in the Hashemite Kingdom of Jordan the following privileges, exemptions and benefits:

(1) For the Representative and Staff and their families:

(a) same privileges, exemptions and benefits as accorded to the Experts and their families as well as members of the Missions under Article V, Article VI and paragraph 4 of Article VIII of this Agreement, and

(b) exemptions from income taxes and other fiscal charges imposed on or in connection with remittance from overseas of expenses for the performance of their duties.

(2) For the overseas office of JICA:

(a) exemption from payment of customs duties and other charges imposed on or in connection with the importation of office equipment and other articles necessary for office activities including telex machine and motor vehicles, the number of which shall be two, unless otherwise agreed upon between the two Governments, and

(b) exemption from payment of income taxes and other charges imposed on or in connection with office expenses to be remitted from overseas.

Article XI

The Government of Japan and the Government of the Hashemite Kingdom of Jordan will consult with each other in respect of any matter that may arise from or in connection with this Agreement.

第12条

1 この協定の規定は、この協定が効力を生ずる前に両政府間で実施されている個別の技術協力計画にも適用され、また、当該計画を実施するためにジョルダン・ハシエミット王国に滞在中の専門家及びその家族、調査団の構成員、駐在員等及びその家族並びに当該計画を実施するためにジョルダン・ハシエミット王国に持ち込まれた設備、機械及び資材にも適用される。

2 この協定の終了は、両政府が明示的に別途の合意をしない限り、実施中の個別の技術協力計画の完了の日まで当該計画に影響を与えない。また、当該計画に関する任務を遂行するためにジョルダン・ハシエミット王国に滞在中の専門家及びその家族、調査団の構成員並びに駐在員等及びその家族に与えられる特権、免除及び便宜に影響を与えない。

第13条

1 この協定は、署名の日に効力を生ずる。

2 この協定は、1年間効力を有するものとし、いずれか一方の政府が他方の政府に対し少なくとも6箇月の予告をもって協定を終了させる意思を書面により通告しない限り、毎年自動的に1年ずつ更新される。

以上の証拠として、下名は、正当に委任を受けてこの協定に署名した。
1985年7月16日にアンマンで、英語により本書2通を作成した。
日本国政府のために

安倍晋太郎
ジョルダン・ハシエミット王国政府のために
A・ヌール

Article XII

1. The provisions of this Agreement will also apply to the specific technical cooperation programmes being carried out between the two Governments prior to the entering into force of this Agreement, and to the Experts and their families, members of the Missions, the Representative and Staff and their families staying in the Hashemite Kingdom of Jordan, as well as to the equipment, machinery and materials brought into the Hashemite Kingdom of Jordan to carry out the said programmes.

2. The termination of this Agreement will neither affect the specific technical cooperation programmes being carried out until the date of the completion of the said programmes, unless otherwise the two Governments expressly agree, nor affect the privileges, exemptions and benefits accorded to the Experts and their families, members of the Missions, the Representative and Staff and their families staying in the Hashemite Kingdom of Jordan for the performance of their duties in connection with the said programmes.

Article XIII

1. This Agreement will enter into force on the date of the signature thereof.

2. This Agreement will remain in force for a period of one year, and will be automatically renewed every year for another period of one year each, unless either Government has given to the other Government at least six months' written advance notice of its intention to terminate the Agreement.

IN WITNESS WHEREOF the undersigned, duly authorized thereto, have signed this Agreement.

DONE in duplicate in English at Amman on July 16, 1985.

For the Government of Japan:

For the Government of the Hashemite Kingdom of Jordan:

収集資料一覧（国別・機関別）

1.0 二国間援助機関

1.1 Australia

1.1.1 プロジェクト取極

1.1.1.1 モデル

Model Memorandum of Understanding between the Government of Australia and the Government of the Republic of Indonesia relating toProject.

Model Memorandum of Understanding between the Government of Australia and the Government of the Republic of Indonesia relating toProject.

1.1.1.2 実例

Memorandum of Understanding between the Government of the Republic of the Philippines and the Government of Australia relating to the Environmental Assessment Project

1.2 Austria

1.2.1 基本協定

1.2.1.1 実例

Agreement between the Austrian Federal Government and the Government of the Republic of Uganda on Financial and Technical Co-operation

1.2.2 プロジェクト取極

1.2.2.1 実例

Agreement between the Federal Chancellor of the Republic of Austria and the Minister External Economic Cooperation of the Government of Ethiopia on the Services to be provided by Danube Hydro Austria (DHA)

1.3 Canada

1.3.1 基本協定

1.3.1.1 モデル

General Agreement on Development Cooperation between the Government of Canada and #

1.3.1.2 実例

General Agreement on Development Cooperation between the Government of CANADA and the Government of the REPUBLIC OF INDONESIA

General Agreement on Development Cooperation between the Government of Canada and the Government of the Republic of the Philippines

1.3.2 プロジェクト取極

1.3.2.1 モデル

Memorandum of Understanding between the Government of Canada and #
(Model 1) (技術協力協定のある国対象)

Memorandum of Understanding between the Government of Canada and #
(Model 2
) (技術協力協定のない国対象)

1.3.2.2 実例

Memorandum of Understanding between the Government of the Republic of Indonesia and the Government of Canada concerning the Open University Support (Phase III) Project

Memorandum of Understanding between the Government of Canada and the Government of the Republic of Kenya relating to the Development Assistance Project concerning the General Training Program - Phase III

Memorandum of Understanding between the Government of Canada and the Government of the Republic of the Philippines concerning the Local Government Support Program

Contribution Agreement (Cash Grant)

1.3.3 細目

1.3.3.1 実例

Management Plan : Open University Support Phase III Indonesia

Project Management Plan Kenya-Canada General Training Program - Phase III

Amendment Number 4 to Memorandum of Understanding signed between the Government of Canada and the Government of the Republic of Kenya for the Establishment of a General Training Fund

Project Summary Document: Project for Improving the Planning and Management Capacity of the Ministry of Technical Training and Applied Technology, Government of Kenya

1.3.4 その他

1.3.4.1 Guide to Bilateral Operational Policies and Procedures

1.3.4.2 (マニュアル) Project Management Plan

1.3.4.3 Articles of Agreement :Consulting and Professional Services Abridged Contract Per Diem

1.4 Denmark

1.4.1 基本協定

1.4.1.1 実例

Agreement on Technical Cooperation between the Government of the Kingdom of Denmark and the Government of the Republic of Kenya

1.4.2 プロジェクト取極

1.4.2.1 実例

Exchange of Letters concerning the support to hearing impaired children

1.5 France

1.5.1 基本協定

1.5.1.1 実例

Accord de cooperation culturelle et technique entre le Gouvernement de la Republique fracaise et leGouvernement de la Republique Indonesienne

Accord General de Cooperation Technique entre la France et le Mali

Protocole du 08/07/1963 relatif a la contribution du Mali a la renumeration du personnel de cooperation technique

1.5.2 その他

1.5.2.1 Arrangement Administratifs de Cooperation Scientefique et Technique entre la Delegation aux Risques Majeurs -France - et la Direction Generale de la Geologie et des Ressources Minerales - Indonesia- dans le domaine de la prediction et la limitation des risques volcaniques

1.5.2.2 Decret no.78-571 du 25 avril 1978 fixant le regime de renumeration du personnel civil de cooperation culturelle, scientifique et technique aupres de ceratins Etats etrangers

1.6 Genmany

1.6.1 基本協定

1.6.1.1 モデル

Basic Agreement

1.6.1.2 実例

Agreement between the Government of the Republic of Indonesia and the Government of the Federal Republic of Germany regarding Technical Co-operation

Agreement between the Government of the Republic of Kenya and the Government of the Federal Republic of Germany regarding Technical Cooperation

1.6.2 プロジェクト取極

1.6.2.1 実例

Exchange of Notes concerning the Project "Promotion fo the Surabaya Politechnic of Shipbuilding" (Phase II)

1.6.3 細目

1.6.3.1 Implementation Agreement between the GTZ and the Counterpart Organization concerning the project

1.6.4 その他

1.6.4.1 Summary Record of the 1988 Indonesian-German Government Discussions in Jakarta

1.7 Netherlands

1.7.1 その他

1.7.1.1 Regional Policy Plan for East Africa

1.8 Sweden

1.8.1 基本協定

1.8.1.1 モデル

Agreement between the Government of Sweden and the Government of X land on General Terms and Conditions for Development Cooperation 199..-199..

Agreement between the Government of Sweden and the Government of X-land on Development Cooperation 199..-199..

Agreement between the Government of Sweden and the Government of X-land on General Terms and Conditions for Development Cooperation 199..-199..

1.8.2 プロジェクト取極

1.8.2.1 モデル

Draft Model Exchange of Notes and Reply for a Grant to a Commonwealth Country

1.8.2.2 Specific Agreement between the Government of Sweden and the Government of X-land on 199..-199..

1.9 UK

1.9.1 基本協定

1.9.1.1 モデル

Memorandum of Understanding between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government ofconcerning British Technical Cooperation and British Council activities

1.9.1.2 実例

Memorandum of Understanding between the Government of the United Kingdom of Great Britain and Northern Ireland and the Gopvernment of Kenya concerning British Technical Cooperation and British Council Activities

1.9.2 プロジェクト取極

1.9.2.1 実例

Exchange of Notes concerning a grant aid

Model Draft Project Side-letter (TC only)

Model Draft Project Side-letter

1.10 USA

1.10.1 基本協定

1.10.1.1 モデル

Draft Economic, Technical and Related Assistance Agreement

1.10.1.2 実例

Agreement on Economic and Technical Cooperation between the Government of the Phillipines and the Government of the United States of America

Economic and Technical Cooperation Agreement between the Government of the

United States of America and the Government of the Republic of Indonesia
Economic, Technical and Related Agreement

1.10.2 プロジェクト取極

1.10.2.1 モデル

(Short form) Grant Project Agreement

Loan and Grant Agreement between (Name of Country) and the United States of America

Project Grant Agreement between (Name of Country) and the United States of America

Project Grant Agreement

Project Loan Agreement between (Name of Country) and the United States of America

Sample Format for Grant

1.10.2.2 実例

Agreement Between the Government of the United States of America and the Government of the Republic of Indonesia for the Administrative Support of the International Cooperation Administration Program in Indonesia

1.10.3 細目

1.10.3.1 Program Assistance Approval Document (PAAD)

1.10.3.2 Project Implementation Letter (PIL)

1.10.3.3 Project Implementation Order /C

1.10.3.4 Project Implementation Order /P

1.10.3.5 Project Implementation Order /T

1.10.3.6 Project Implementation Letter

1.10.3.7 Project Implementation Order/Commodities

1.10.3.8 Project Implementation Order/Participants

1.10.3.9 Project Implementation Order/Technical Services

1.10.4 分野別取極

1.10.4.1 実例

Peace Coprs : Agreement Between the United States of America and the British Solomon Islands Protectorate

1.10.5 その他

1.10.5.1 Direct Contracting Format

1.10.5.2 Peace Coprs Assignment Description

2.0 国際機関

2.1 ADB

2.1.1 基本協定（銀行設置に関する取極）

2.1.1.1 Agreement between the Asian Development Bank and the Government of the Republic of the Philippines regarding the Headquarters of the Asian Development Bank

2.1.2 プロジェクト取極

2.1.2.1 Loan Agreement (Special Operations) (Agricultural Technology Education Project) between Republic of the Philippines and Asian Development Bank

2.2 FAO

2.2.1 プロジェクト取極

2.2.1.1 Project Document : Assistance in Monitoring of Ruminant Feed Resources

2.3 UNDP

2.3.1 基本協定

2.3.1.1 モデル

Standard Basic Agreement

Standard Basic Assistance Agreement (SBAA)

Standard Basic Assistance Agreement (SBAA) between the recipient Government and the UNDP

Standard Basic Agreement between the UNDP and executing agencies

2.3.2 プロジェクト取極

2.3.2.1 モデル

Project Document

(マニュアル) Guidelines for Project Formulation and the Project Document Format

Model letter of agreement between executing agency and associated agency

Standard Content and Format -UNDP Project Document

2.3.2.2 実例

Project Document :Rural Oil-Protein Production and Processing

2.3.3 プロジェクト委託する場合等の取極

2.3.3.1 モデル

Standard Basic Agreement between the UNDP and executing agencies

Model Standard Letter of Agreement between the Government of and UNDP for Management and other Support Services to be Provided by UNDP

2.3.4 その他（特殊スキーム関連等）

2.3.4.1 Model letter from UNDP to the recipient Government with respect to third-party cost-sharing arrangements

2.3.4.2 Model UNDP programme (recipient Government) cost-sharing agreement

2.3.4.3 Model UNDP (programme) trust fund agreement

2.3.4.4 Model letter from UNDP to the recipient Government with respect to the establishment of a trust fund

2.4 UNICEF

2.4.1 基本協定

2.4.1.1 モデル

UNICEF Previous Model Basic Agreements with Governments

2.4.1.2 実例

2.4.2 プロジェクト取極

2.4.2.1 モデル

Project Proposal Format

(Model)Project Agreement for UNICEF Assusted Projects

2.4.2.2 実例

2.4.2.3 Project : Strengthening Promary Geaktg Care Through Community - Based Action

2.4.2.4 Plan of Operations for Improving Child Survival and Development and the Situation of Women in Kenya

2.4.2.5 Project Agreement for UNICEF Assusted Projects

2.4.2.6 Project Agreement for UNICEF Assusted Projects

2.5 UNIDO

2.5.1 基本協定

2.5.2 プロジェクト取極

2.5.2.1 Model agreements and related guidelines for projects financed from trust funds, special purpose contributions to the Insustrial Development Fund, the general pool of the Insustrial Development Fund or the regular budget

2.5.3 その他

2.5.3.1 Fellowship Nomination Form

2.5.3.2 General Conditions of Contract (for subcontractors)

JICA