

No. 9720

**JAPAN
and
SINGAPORE**

**Agreement (with exchange of notes). Signed at Singapore
on 21 September 1967**

Authentic text: English.

Registered by Japan on 16 July 1969.

**JAPON
et
SINGAPOUR**

**Accord (avec échange de notes). Signé à Singapour le
21 septembre 1967**

Texte authentique: anglais.

Enregistré par le Japon le 16 juillet 1969.

AGREEMENT¹ OF 21 SEPTEMBER 1967 BETWEEN JAPAN
AND THE REPUBLIC OF SINGAPORE

Japan and the Republic of Singapore,

Recalling the Joint Communique issued on October 25, 1966, in which the Ministers for Foreign Affairs of the two countries, recognizing that an early and complete settlement of questions regarding the unhappy events in Singapore during the last war would contribute constructively to the furtherance of the friendly relations between Japan and the Republic of Singapore, agreed that fifty million Singapore dollars consisting of twenty-five million Singapore dollars in grants and twenty-five million Singapore dollars in the form of loans on special terms would be provided by Japan to the Republic of Singapore, and

Desiring to conclude an agreement regarding the grant of twenty-five million Singapore dollars referred to above, that shall be utilized for further economic development of the Republic of Singapore,

Have agreed as follows:

Article I

1. Japan shall supply in grants to the Republic of Singapore the products of Japan and the services of the Japanese people, the total value of which will be two thousand nine hundred and forty million and three thousand Yen (¥ 2,940,003,000) at present computed at twenty-five million Singapore dollars (S\$ 25,000,000).

2. The supply of such products and services shall be made over the period of three years from the date of the coming into force of the present Agreement, unless the period is extended by mutual agreement between the two Governments, and shall be made in reasonably even distribution during the period.

3. The products of Japan and the services of the Japanese people supplied under the present article shall be utilized on such projects as may be proposed by the Government of the Republic of Singapore and agreed to by the Government of Japan.

4. The two Governments shall conclude necessary arrangements for the implementation of the provisions of the present article.

¹ Came into force on 7 May 1968, the date of receipt by the Government of Singapore of a written notice from the Government of Japan confirming the approval of the Agreement by Japan in conformity with its legal procedures, in accordance with article III.

Article II

The Republic of Singapore confirms that the questions arising out of the existence of the second world war are settled completely and finally and undertakes that neither itself nor its nationals shall raise any claims against Japan concerning those questions.

Article III

The present Agreement shall come into force on the date of receipt by the Government of the Republic of Singapore of a written notice from the Government of Japan of approval of the Agreement by Japan in accordance with its legal procedures.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed the present Agreement.

DONE in duplicate, in the English language at Singapore this 21st day of September, 1967.

For the Government:
of Japan:

Tsuneaki UEDA

For the Government
of the Republic of Singapore:

WOON WAH SIANG

EXCHANGE OF NOTES

I

(*Japanese Note*)

9th January, 1968

Excellency,

I have the honour to refer to the Agreement of September 21, 1967, between Japan and the Republic of Singapore. The Government of Japan proposes that under Article I, paragraph 4 of the Agreement the two Governments agree as follows:

I

The two Governments shall fix through consultation the schedule of projects mentioned in Article I, paragraph 3 of the Agreement (hereinafter referred to as the "Schedule"). The Schedule shall specify the products and services to be supplied by Japan each year.

II

The supply of the products of Japan and services of the Japanese people shall be carried out in such a manner as may not substantially prejudice the normal trade between Japan and the Republic of Singapore nor impose additional foreign exchange burden upon Japan.

III

1. The Singapore authority designated by the Government of Singapore (hereinafter referred to as the "Singapore Authority") shall conclude contracts directly with any Japanese national or any Japanese juridical person controlled by Japanese nationals, in order to have products and services supplied in accordance with the Schedule.

2. The Government of Japan shall upon request provide the Singapore Authority with information concerning Japanese nationals and juridical persons desirous of entering into contracts mentioned in the preceding paragraph.

3. All such contracts (including modifications thereof) shall conform with (a) the provisions of Article I of the Agreement and the present note, (b) the provisions of such arrangements as may be made by the two Governments for the implementation of Article I of the Agreement and the present note and (c) the Schedule applicable. These contracts shall be forwarded to the Government of Japan for verification as to the conformity of the same with the above-mentioned criteria. A contract which has been verified on the manner hereinabove provided, shall hereinafter be referred to as a "Contract".

4. Notwithstanding the provisions of paragraph 1 above, in case the supply of products and services is deemed impossible under Contract, they may be supplied by agreement in each case between the two Governments without Contract.

IV

1. The Government of Japan shall, through procedures to be determined under Chapter VI of the present note, make payments to cover the obligations incurred by the Singapore Authority under Contracts and the expenses for the supply of products and services referred to in Chapter III, paragraph 4 of the present note. These payments shall be made in Japanese yen.

2. By and upon making a payment in yen under the preceding paragraph, Japan shall be deemed to have supplied the Republic of Singapore, to the extent of such payment, with the products and services in accordance with Article I of the Agreement.

V

The two Governments shall take necessary measures for the smooth and effective implementation of the Agreement.

VI

Further details including procedures for the implementation of the Agreement and the present note shall be agreed upon through consultation between the two Governments.

I have further the honour to propose that the present note and Your Excellency's reply confirming the acceptance by your Government of the above proposal shall be regarded as constituting an agreement between the two Governments on details for the implementation of the Agreement of September 21, 1967, between Japan and the Republic of Singapore under Article I, paragraph 4 thereof.

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

Kenichiro YOSHIDA
Ambassador of Japan

His Excellency Mr. W. S. Woon
Permanent Secretary
Ministry of Foreign Affairs
City Hall
Singapore, 6

II

(Singapore Note)

9th January, 1968

Excellency,

I have the honour to acknowledge the receipt of your note of today's date, which reads as follows:

[*See note I*]

I have the honour to confirm the contents of the arrangement as stated in your note under acknowledgement, and to agree that the same and the present reply shall be regarded as constituting an agreement between the two Governments.

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

W. S. WOON
Permanent Secretary
(Foreign Affairs)

His Excellency Mr. Kenichiro Yoshida
Ambassador
Embassy of Japan
Singapore