

法規名稱：AGREEMENT BETWEEN THE GOVERNMENT OF BELIZE AND THE GOVERNMENT OF THE REPUBLIC OF CHINA ON ICDF VOLUNTEERS

簽訂日期：民國 91 年 08 月 13 日

生效日期：民國 91 年 08 月 13 日

The Government of the Republic of China (hereinafter referred to as the R.O.C) and the Government of Belize;

With a view to promoting mutual understanding and contributing to the strengthening of economic and cultural relationships between the two countries;

With reference to the recent discussions held between the representatives of the International Cooperation and Development Fund of the R.O.C. and the Ministry of Foreign Affairs and Cooperation of Belize concerning the dispatch of volunteers of the International Cooperation and Development Fund (hereinafter referred to as the "ICDF Volunteers") from the R.O.C. to Belize under the ICDF Volunteers Programme (hereinafter referred to as the "Programme");

With a view to strengthening the mutual friendly and cooperative relationship;

Have hereby confirmed and agree on the following:

- 1 The Government of the R.O.C. shall, in accordance with its laws and regulations and subject to budgetary appropriations, take necessary measures to dispatch the volunteers to Belize according to the schedules to be separately agreed upon between the two governments.
- 2 The Government of the R.O.C. shall provide the volunteers with the following.
 - a Cost of international travel between the R.O.C. and Belize;
 - b Monthly living allowance during the period of their assignments;
 - c Materials necessary for the performance of their duties and medical supplies necessary for their own use;
 - d An appropriate level of medical care and hospitalization; Emergency medical attention and first aid shall be provided by Belize.

Should any costs be incurred, the Government of the R.O.C shall compensate the government of Belize.

- 3 The Government of Belize shall grant the volunteers the following privileges, exemptions and benefits:
 - a Exemption from custom duties, taxes and other governmental charges on all materials and medical supplies introduced into Belize in accordance with paragraph 2 above for use in the performance of their duties;
 - b Exemption from custom duties, taxes and other governmental charges on their personal and household effects introduced

- into Belize for their own use within six months of their arrival;
 - c Exemption from income tax and other governmental charges in respect of any remuneration or allowances received by the volunteers in Belize from abroad in connection with their activities under the Programme;
 - d Arrangement of rent-free housing accommodations at places where they are to perform their duties to be assigned to them by the Government of Belize;
 - e Local transportation necessary for the performance of their duties;
 - f Issuance of appropriate identification cards to ICDF Volunteers to facilitate the performance of their functions.
- 4 The Government of Belize shall accept Coordinators or its Representatives (hereinafter referred to as the "Coordinators") who will discharge the duties to ICDF Volunteers, related to the activities of the Programme in Belize.
- 5 The Government of Belize shall grant the Coordinators the following privileges, exemptions and benefits:
- a Exemption from custom duties, taxes and charges of any kind in respect of the importation of the equipment, machinery, materials and medical supplies, necessary for the performance of their functions;
 - b Exemption from custom duties, taxes and other governmental charges on their personal and household effects, including one vehicle for each Coordinator introduced into Belize for their own use within.
- 6 The ICDF Volunteers and the Coordinators (hereinafter referred to as the "Programme Personnel ") importing goods free of custom duties, taxes and charges of any kind in accordance with the provisions of sub-paragraphs a and b of paragraph 3 and sub-paragraphs a and b of paragraph 5 shall present specification of such goods to the authority concerned of the Government of Belize.
- 7 In compliance with the regulations of Belize concerning temporary admission, all durable goods imported free of custom duties, taxes and charges of any kind shall be re-exported unless:
- a They are sold within the territory of Belize with the payment of custom duties, taxes and charges of any kind, or donated to the Government of Belize on its approval; or
 - b Such re-exportation is impossible or inappropriate
 - c If vehicles are transferred from one coordinator to the other coordinator, all applicable taxes according to the laws of Belize, are to be exempted.
- 8 The Government of Belize shall take every possible measure to ensure the personal safety and security of the Programme Personnel in the course of performing their duties. The Government of Belize shall accord full international organization status

to the Programme personnel and their properties and provide to the programme Personnel with full aid and protection, including treatment no less favorable than the generally accorded to nationals and staff of other states and/or international organizations that are residing and performing the similar activities in the territory of Belize; and fully inform, consult and cooperate with the Programme personnel with respect to all matters concerning the Programme.

- 9 The Government of Belize shall bear claims, if any relating directly or indirectly to any action performed or omission made by the Programme personnel in the course of their official functions in Belize, provided however that such claims do not arise from the gross negligence or willful misconduct on the part of the Programme Personnel.
- 10 Programme Personnel shall comply with the laws and customs of Belize and shall not engage in any profit-creating business during their assignment in Belize.
- 11 Both the Government of Belize and the Government of the Republic of China shall hold consultations, from time to time, for the successful implementation of the Programme in Belize.
- 12 This Agreement shall enter into force on the date of signature. It may be amended by an Exchange of letters between the two Governments and shall remain in force until six months after the date of the written notification from either Government to the other of the intention to terminate it.

Done in duplicate in the English and Chinese languages, both texts being equally authentic, at Belize City, this 13TH day of August, 2002 corresponding to the 13TH day of the Eighth month of the Ninety-first year of the Republic of China.

For the Government of Belize

For the Government of the
Republic of China

Assad Shoman
Minister of Foreign Affairs and
Cooperation

Eugene Y.H.Chien
Minister of Foreign Affairs