

法規名稱：AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CHINA AND THE GOVERNMENT OF THE TUVALU CONCERNING THE RECRUITMENT AND EMPLOYMENT OF ICDF VOLUNTEERS

簽訂日期：民國 88 年 11 月 24 日

生效日期：民國 88 年 11 月 24 日

The Government of the Republic of China and the Government of Tuvalu (hereinafter referred to as "both Parties");

In light of the International Cooperation and Development Fund (hereinafter referred to as "the ICDF") being a non-profit making organization in the Republic of China with the aim of assisting the economic development of developing countries friendly to the Republic of China;

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

With reference to the recent discussion held between the representatives of both Parties concerning the dispatch of volunteers of International Cooperation and Development Fund (hereinafter referred to as "the Volunteers") from the Republic of China to Tuvalu under the ICDF Volunteers Programme;

Hereby have agreed on the following provisions:

Recruitment and Assignment

Article One

The ICDF will, when requested by the Government of Tuvalu, recruit suitably qualified persons for specific positions and projects in Tuvalu subject to approval by the Government of Tuvalu.

Article Two

Detailed job descriptions of the positions will be provided to the ICDF by the Government of Tuvalu.

Article Three

The ICDF has the right to inspect the projects in order to assess their suitability and will not be held liable if it fails to supply a volunteer against a specific request.

Article Four

The ICDF will ensure that the volunteers are adequately trained and prepared for their assignments in Tuvalu and will be responsible for initial selection, interview and arranging medical and other checks. Final acceptance of personnel will be made by the employer.

Article Five

The normal period of employment for a volunteer will be two years (or two academic years if appropriate) but this may be extended or reduced by mutual consent between both Parties.

Article Six

The Government of the Republic of China shall have the right to recall the Volunteers after consultation with the employer and the Government of Tuvalu. The Government of Tuvalu will not be held responsible if a volunteer has to be repatriated at an earlier date because of illness, accident, compassionate grounds or misconduct. Likewise, the Government of Tuvalu shall have the right to request the ICDF to recall a volunteer after lodging a formal complaint with the Government of the Republic of China if his or her personal or professional conduct justifies such a measure.

Article Seven

Each volunteer shall be responsible to and supervised by the employer to which he or she is assigned.

Article Eight

The Government of Tuvalu shall administratively facilitate the entry into the country of ICDF staff in order to visit volunteers at their place of work with due notice to its appropriate authorities.

Liabilities and Indemnities

Article Nine

Subject to the provisions of this Agreement, the volunteers shall at all times be subject to such laws, regulations, and general orders that from time to time exist in Tuvalu.

Article Ten

Except in the case of a volunteer being convicted of an offence under the law of Tuvalu, the employer shall bear all risks and claims directly or indirectly resulting from any act or omission performed or made in the course of his or her duties and shall indemnify the Government of the Republic of China and ICDF against any such risks and claims.

Benefits to Volunteers

Article Eleven

The Government of Tuvalu or the employer shall pay to the volunteers a salary equivalent to the local salary paid to the employees of similar status or a monthly allowance agreed upon between both Parties. This will be subject to annual review.

Article Twelve

The ICDF shall pay to the volunteers such sums as it sees fit by way of settling in allowance, mid-term grant, resettlement grant or other sums in accordance with the policies, practices and regulations of the ICDF as shall be determined from time to time.

Article Thirteen

The Government of Tuvalu or the employer shall provide suitable housing and hard furnishings. Such housing shall be rent free for volunteers on the monthly allowance and the cost of gas, electricity and water shall be borne by the Government of Tuvalu or the employer. In case of volunteers working for the Government of Tuvalu or statutory organizations and who are occupying Government quarters, and who are receiving a salary equivalent to the local salary, a rental payment will be payable equivalent to that required of local employees. In this case the cost of the above-mentioned utilities will be the responsibility of the volunteers.

Article Fourteen

The ICDF volunteers shall enjoy a minimum of four weeks annual leave. Medical, hospital and dental care will be provided by the Government of Tuvalu or the employer to the same extent and on the same basis as that provided to local employees of the same organization or Government department.

Article Fifteen

The ICDF will provide transportation from the Republic of China to the entry point in Tuvalu and return transportation from this point to the Republic of China.

Article Sixteen

The government of Tuvalu or the employer shall provide to a volunteer the cost of internal transportation from the point of entry to the duty station on first arrival and from the duty station to the point of departure on termination. Any necessary official travel of the ICDF volunteers shall be paid for or provided to the same standard as that paid to Tuvaluans of similar employment status.

Article Seventeen

The Government of Tuvalu shall provide entry and work permits as required in connection with the implementation of an ICDF assignment.

Article Eighteen

The ICDF volunteers shall be entitled to freely remit out any convertible foreign currency up to the total of their earnings in

Tuvalu.

Article Nineteen

Volunteers receiving a local salary will be subject to all direct taxes, which are applied to Tuvaluans.

Volunteers receiving a monthly allowance shall be exempt from all direct taxes in the nature of income or personal taxes.

Article Twenty

All volunteers shall be exempt from all duties and taxes on their personal effects and household goods of reasonable quantity brought into Tuvalu within the first six months of their arrival in Tuvalu and such professional equipment necessary for their work.

General

Article Twenty-one

The ICDF volunteers are forbidden :

- a) to divulge, abstract or publish any documents relating to their assignment without obtaining prior consent from the employer.
- b) to communicate to the ICDF or any other Government part or whole of any reports which they have submitted to the employer without obtaining prior consent.

Article Twenty-two

The ICDF volunteers shall not engage in any profit-making business during their assignment in Tuvalu.

Article Twenty-three

The Government of the Republic of China will notify the Government of Tuvalu of the names of the ICDF volunteers operating in Tuvalu.

Article Twenty-four

Both Parties shall hold consultations from time to time for the successful implementation of the ICDF Volunteers Programme in Tuvalu.

Article Twenty-five

This Agreement may be amended by an exchange of notes between both Parties. Any particular matter arising in or during the implementation of this Agreement, not amounting to an amendment thereof, may be the subject of an exchange of notes.

Article Twenty-six

It is agreed and understood that this Agreement contains the whole of the arrangements between both Parties.

Article Twenty-seven

This Agreement shall enter into force on the date of its signature and shall remain in force indefinitely from the aforesaid date. This Agreement may be terminated by either party by the giving of a six-month written notice.

In witness whereof, the undersigned, being duly authorized, have signed this Agreement.

Done in duplicate in the English language at Funafuti, Tuvalu, this 24th day of November, 1999.

For the Government of
The Republic of China

For the Government of
Tuvalu

Ching-kang Wang
Charge d'Affaires
Embassy of the Republic of China
Funafuti, Tuvalu

Saufatu Sopoaga
Secretary to Government
Office of the Prime Minister
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