

法規名稱：AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CHINA AND THE GOVERNMENT OF THE REPUBLIC OF MALAWI ON THE DISPATCH OF VOLUNTEERS FROM THE REPUBLIC OF CHINA

簽訂日期：民國 94 年 12 月 14 日

The Government of the Republic of China and the Government of the Republic of Malawi in view of strengthening the cordial relations between the two countries in the economic, social, educational and cultural fields have agreed to the following:

Article 1

- 1.The Government of the Republic of China (hereinafter referred to as ROC) agrees to dispatch volunteer team to the Republic of Malawi to provide services in accordance with the articles of this Agreement.
- 2.The ROC volunteer team shall, in the performance of its assigned duties, be under the supervision of the Embassy of the Republic of China in Malawi and the competent government agencies of the Republic of Malawi or the agency that requests the volunteers.

Article 2

The ROC Government shall notify the Government of the Republic of Malawi of the individual designated as coordinator by the volunteer team. This coordinator shall assign work to the volunteer team in accordance with the volunteer programs after consultation and coordination with the Embassy of the Republic of China in Malawi and the competent government agencies of the Republic of Malawi.

Article 3

- 1.The ROC volunteer team shall be responsible to provide the volunteers and the Coordinator (hereinafter referred to as the Volunteers) with the following:
 - a) Round trip air tickets between the ROC and Malawi;

b) Monthly living allowances during the period of duty in Malawi;

c) Medical necessities for personal use;

d) Coverage of necessary local medical care expenses

2. The ROC volunteer team shall provide international medical insurance to the Volunteers. The Government of Malawi promises to provide the necessary medical or transport assistance and conveniences to the Volunteers upon request by the ROC Government.

Article 4

The Government of Malawi shall provide the volunteers with the following conveniences and assistance. It should be noted that there are no other taxes and charges applicable for imported goods except customs duty in Malawi.

a) Exemption from customs duties, taxes and other charges on goods imported or locally acquired in Malawi from bonded stock for official use;

b) Exemption from customs duties, taxes and other charges on their personal articles or household appliances imported into Malawi within six months of their first entry, except for warehouse expenses, freight charges and other service charges;

c) Exemption from income tax and other taxes on any wages or income received in Malawi and/or from foreign sources during the period of performance of their duties;

d) Free lodging provided by the agency that requests the Volunteers;

e) Coverage by the agency that requests the Volunteers of the transportation and expenses for work-related trips made by the Volunteers;

f) Issuance of identification cards or work permits for the Volunteers by the Government of Malawi;

g) Exemption from fees for consular services, entry or exit, and immigration deposits; and

- h) Temporary exemption from customs duties, taxes and any other charges on one vehicle (limited to one) for the Coordinator's personal use.

Article 5

The Volunteers who introduce any goods into Malawi in accordance with Article 4 of this Agreement shall provide a list specifying such goods to the Government of Malawi for processing the exemption from customs duties, taxes and other charges.

Article 6

Every article or goods temporarily into Malawi in accordance with this Agreement with exemptions of customs duties, taxes and related charges shall be re-exported to the Republic of China, unless:

- a) They are sold inside the territory of the Republic of Malawi according to this law, with payment of customs duties, taxes and other related charges;
- b) They are donated to the Government of Malawi with its approval;
- c) They are of no commercial value or not suitable for re-export.

Article 7

When the Coordinator's personal vehicle is transferred to another Coordinator, the Government of Malawi agrees to temporarily exempt that vehicle from all related customs duties, taxes or charges.

Article 8

The Government of Malawi shall take all necessary measures to ensure the safety of the Volunteers at their place of residence and at work.

Article 9

The Government of Malawi agrees to provide the same status and conveniences to the Volunteers as it provides to other international volunteers, as well as to plan and confirm the contents of the work based on the Program and in consultation with the Volunteers.

Article 10

The Government of Malawi shall be responsible for any claims relating to any action or omission by the Volunteers in the course of performing their assigned duties, provided however that such claims do not arise from gross negligence or willful misconduct on the part of the Volunteers.

Article 11

The oral or written expressions as well as the behavior of the Volunteers in the course of performing their assigned duties shall not be governed by nor prosecuted under the jurisdiction of Malawi.

Article 12

The Volunteers shall comply with all the laws and customs of Malawi and shall not undertake any professional or lucrative activities outside of the performance of their assigned duties during the period of their stay in Malawi.

Article 13

The agency of the Government of Malawi that requested the Volunteers shall consult with the Volunteers whenever necessary to ensure the effective execution of the Program(s).

Article 14

Either Government may request consultation with the other whenever necessary to ensure the successful implementation of the Agreement.

Article 15

This Agreement shall enter into force when the Government of the Republic of Malawi notifies the Government of the Republic of China of the completion of its domestic legal process and shall remain effective unless either Government terminates it by a ninety-day prior written notice to the other through the diplomatic channels.

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

This Agreement is drawn up in duplicate in the Chinese and English languages, both texts being equally authentic.

Done in Lilongwe on the 14th day of the 12th month of the 94th year of the Republic of China, corresponding to the 14th day of the 12th month of the year 2005 of the Gregorian calendar.

For the Government of the
Republic of Malawi

For the Government of the
Republic of China

Hon. Goodall E. Gondwe
Minister of Finance
of the Republic of Malawi

H.E. James S. K. Chuang
Ambassador
of the Republic of China