

法規名稱：AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CHINA (TAIWAN) AND THE GOVERNMENT OF THE REPUBLIC OF PALAU ON THE DISPATCH OF VOLUNTEERS

簽訂日期：民國 95 年 06 月 13 日

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

Article 2

Taiwan shall notify Palau of the individual designated as coordinator of the volunteers (hereinafter "the coordinator"). The coordinator shall assign duties to the volunteers in accordance with the volunteer programs after consultation and coordination with the Embassy of the Republic of China (Taiwan) in Palau and the competent government agencies of Palau.

Article 3

1. Taiwan shall provide the volunteers and coordinator with the following:
 - a) Round trip air tickets between Taiwan and Palau;
 - b) Monthly living allowances during the period of duty in Palau;
 - c) Medical necessities for personal use;
 - d) Coverage of necessary local medical care expenses.

2. Taiwan shall provide international medical insurance for the volunteers and the coordinator. Palau promises to provide necessary local medical or transport assistance and conveniences to the volunteers and the coordinator upon request by Taiwan.

Article 4

Palau shall provide the volunteers and the coordinator with the following conveniences and assistance:

- a) Exemption from customs duties, taxes and other charges on goods imported or locally acquired in Palau from bonded stock for official use;
- b) Exemption from customs duties, taxes and other charges on their personal articles or household appliances imported into Palau 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 Palau and/or from foreign sources during the period of performances of their duties;
- d) Free lodging provided by the agency that requests the volunteer service;
- e) Coverage by the agency that requests the volunteer service of the transportation and expenses for work-related trips made by the volunteers and coordinator;
- f) Issuance of identification cards or work permits;
- 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 personal use of coordinator.

Article 5

Volunteers and coordinator who introduce any goods into Palau in accordance with Article 4 of this Agreement shall provide a list

of such goods to Palau for processing the exemption from customs duties, taxes and other charges.

Article 6

All article or goods imported into Palau in accordance with this Agreement and for which exemptions of customs duties, taxes and other charges have been granted shall be re-exported to Taiwan, unless:

- a) They are sold within Palau with payment of customs duties, taxes and other charges;
- b) They are donated to Palau with its approval;
- c) They are of no commercial value or not suitable for re-export.

Article 7

On the transfer of the coordinator's personal vehicle to another coordinator, Palau agrees to temporarily exempt that vehicle from customs duties, taxes and other charges.

Article 8

Palau shall take all necessary measures to ensure the safety of the volunteers and the coordinator at their place of residence and at work.

Article 9

Palau agrees to provide the same status and conveniences to the volunteers and the coordinator as those provided to other international volunteers, as well as to consult and confirm the duties with the volunteers and the coordinator based on the work program.

Article 10

Palau shall be responsible for any claims relating to any action or omission by the volunteers and the coordinator in the course of performing their assigned duties, except that such claims

arise from gross negligence or willful misconduct on the part of the volunteers and the coordinator.

Article 11

Palau agrees to grant adequate immunity to the volunteers and coordinator as those accorded to the volunteers of any third nation and international organizations serving in Palau for their behavior in the course of performing their assigned duties.

Article 12

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

Article 13

The government agency of Palau that requests the volunteer service shall consult with the volunteers and coordinator whenever necessary to ensure the effective execution of the work program.

Article 14

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

Article 15

This Agreement shall enter into force when Palau notifies Taiwan 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.

Done in duplicate in the Chinese and English languages, both texts being equally authentic, in koror on the 13th day of the 6th month of the 95th year of the Republic of China (Taiwan), corresponding to the 13th day of the 6th month of the year 2006 of the Gregorian calendar.

For the Government of the
Republic of China (Taiwan)

For the Government of the
Republic of Palau

Chen, Clark K. H.
Ambassador Extraordinary and
Plenipotentiary of the
Republic of China (Taiwan) to
the Republic of Palau

Temmy L. Schmull
Minister of State