

法規名稱：(終)AGREEMENT BETWEEN THE REPUBLIC OF CHINA AND THE REPUBLIC OF MACEDONIA
ON THE ESTABLISHMENT OF THE FREE ECONOMIC ZONE IN SKOPJE

終止日期：民國 91 年 06 月 18 日

The Govenment of the Republic of China and the Government of Republic of Macedonia (hereinafter referred to respectively as the "ROC" and the "ROM", and jointly as the "parties "),

Noticing that the Macedonian Parliament enacted the Law on Free Economic Zones (hereinafter referred to as the "FEZ Law") on 21 July 1999, which was promulgated on 7 september 1999, and amended on 11 May 2000;

Having committed themselves to an accelerated program for direct investment in the Republic of Macedonia by investors from the Republic of China and other countries, as an important means to stimulate job creation and sustained economic development in the Republic of Macedonia;

Believing that the establishment of the Free Economic Zone in Skopje (hereinafter referred to as the "SFEZ") will facilitate greatly their shared purpose of further strengthening closer economic relations between the Parties; and

Following the signing of a Memorandum to this end on 7 August 1999 in Skopje between representatives of the two Parties,
Have agreed as follows:

Article 1

AREA AND LOCATION of SFEZ

- (1) An area of Thirty Hectares (30 Ha) located at Bunardzik shall be made available to a company from the ROC designated under Article 2 of this Agreement, representing the first phase development of SFEZ.
- (2) The exact area and location of the SFEZ shall be delineated

in a map to be furnished to the ROC by the Directorate for Free Economic Zones (hereinafter referred to as the "DFEZ") or, before its establishment, by the Macedonian Ministry of Development (hereinafter referred to as the MOD", which is the agency authorized by the FEZ Law in charge of all matters relating to free economic zones.

The SFEZ at Bunardzik shall consist of two parts: the larger part which is to be used for factories, warehouses and other commercial and industrial buildings, for approved activities in the SFEZ; and the smaller part which is to be used for buildings to house investors, managers, engineers of the SFEZ and their families.

Article 2

DESIGNATION OF DEVELOPER & USER

- (1) The Parties agree to designate the Skopje Development and Management Company as the developer of the first phase of the SFEZ (hereinafter referred to as the "Developer"), under Article 1 of this Agreement. The ROM shall render all possible convenience and assistance to the Developer, including expediting the process of application and registration under the FEZ Law, and afterwards in the urgent task of speedy construction and development of the SFEZ.
- (2) The ROC designates the International Commercial Bank of China (hereinafter referred to as the "ICBC"), a private bank with shares listed on the Taiwan Stock Exchange, as the banking agent for the SFEZ. The ICBC shall be a SFEZ User in relation to the Developer, to serve the banking needs of prospective investors from the Republic of China within the SFEZ. The ROM shall render all possible assistance to the ICBC including, inter alia, its application to the National Bank of the Republic of Macedonia for a banking license to open a branch in Skopje, in order to facilitate the financing of export and import of goods and services into and out of the SFEZ. Upon the licensing of ICBC, the ROM shall accord to I-

CBC treatment no less favorable than that it accords to its own banks in all matters.

- (3) The ROC shall be entitled to purchase or rent a commercial building in downtown Skopje to be called the "Taiwan Commercial Center" (hereinafter referred to as the ("TCC")), to provide service and assistance to the Developer and Users as defined in the FEZ Law, and other prospective investors in the SFEZ, who must deal with various agencies of the ROM. The ROC shall designate the Overseas Investment & Development Corporation, a private company, to be responsible for the development of the TCC.

Article 3

TECHNICAL ASSISTANCE TO ROM

The ROC shall provide technical assistance to the ROM in all matters relating to the setting up, training and operation of free economic zones.

Article 4

INCENTIVES FOR DEVELOPER

- (1) In view of the considerable amount of initial investment for the establishment of the SFEZ, the ROM agrees, under Article 27 of the FEZ Law, to lease the 30 hectares of land located at Bunardzik to the Developer at the symbolic rent of One Denar per year. The lease shall remain effective for Fifty (50) years, with a possible extension of Twenty-Five (25) years under the same terms, as provided in Article 27 of the FEZ Law.
- (2) The ROC shall make credit available to the Developer, enabling it to begin construction immediately of the first stage development of the SFEZ. The construction work shall include, inter alia, the roads, enclosure, power and telephonic connections, water supply and sewage lines, administrative and standard factory buildings within the zone, and other necessary infrastructures.

- (3) The ROC shall provide additional incentives to the Developer in the form of tax reduction benefits under its relevant laws and regulations.
- (4) Except for the provisions of Article 26 of the SFEZ Law, taxes existing in the Macedonian tax laws shall not apply to the ROC employees within the SFEZ. The Developer and users are obliged to withhold all taxes and contributions of local employees and report them to the ROM.
- (5) All government fees and duties regarding financial transactions shall be exempted in SFEZ.

Article 5

INCENTIVES FOR USERS

- (1) The ROM shall facilitate the application process of prospective SFEZ Users regardless of their nationality, and award them the tax incentives provided for under the FEZ Law without undue delay.
- (2) The Developer shall welcome all prospective SFEZ Users, regardless of their nationality. Those who are not from the Republic of China shall receive fair and equal treatment from the Developer under Article 24, paragraph 3 of the FEZ Law, except for special incentives in Paragraphs (3) and (4) of this Article, which shall be available to citizens and juridical persons from the Republic of China.
- (3) For prospective investors from the Republic of China who intend to invest in the SFEZ, the ROC shall make available the following financing opportunities:
 - (a) Utilizing export loan programs of the Export-Import Bank of China;
 - (b) Utilizing the proposed US\$12 million "Macedonia Reconstruction Equity Fund" of the European Bank for Reconstruction and Development (EBRD);
 - (c) Utilizing the credit guarantee provided by the International Cooperation and Development Fund (ICDF).
- (4) In addition, the ROC shall, on a case by case basis, provide

one of the following subsidies to prospective investors from the Republic of China who intend to invest in the SFEZ:

- (a) Wage subsidy for their employing Macedonian workers in the SFEZ;
- (b) Rent subsidy for their leasing standard factory buildings within the SFEZ from the Developer; or
- (c) Interest subsidy for their borrowing capital from banks in the Republic of China to finance their investments in the SFEZ as described in the previous paragraph.

Article 6

FACILITIES RELATING TO THE SFEZ

- (1) The ROM agrees that all necessary infrastructure outside of, and leading up to, the border of SFEZ, including electricity, water supply, sewage system, gas line, drainage system, telecommunications, railway tracks, and highway interchange of the SFEZ, shall be installed or constructed at its own cost, and completed in time for the staged development of the SFEZ.
- (2) The ROM agrees that recurrent public utility rates to be charged the Developer and Users of the SFEZ, including water, natural gas, electricity, and telecommunication charges, whether in effect at present or to be connected in the future, shall be calculated on the basis of sound pricing practice and not be higher than the same rates charged to firms operating outside the SFEZ in the territory of the ROM.

Article 7

FUTURE AMENDMENTS & ADJUSTMENTS

- (1) The ROM agrees that all concessions and privileges granted to the Developer and Users of the SFEZ shall not be reduced within ten years of the lease period for the SFEZ.
- (2) Should the Macedonia Parliament decide to amend the FEZ Law in the future, such amendments shall not *ax post facto* affect the provisions of this Agreement.

Article 8

PERIOD OF VALIDITY & SETTLEMENT OF DISPUTE

- (1) This Agreement shall enter into force on the date of signature and remain valid until the end of the lease and future extensions for the SFEZ.
- (2) Any dispute arising from interpretation of this Agreement shall be settled by consultation between the Parties through normal diplomatic channels.

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

Done in Skopje on the twelfth day of May in the year two thousand by Gregorian calendar, corresponding to the Eighty-Ninth Year of the Republic of China, in duplicate in the Chinese, Macedonian and English languages, all three texts being equally authentic. In case of divergence of interpretation, the English text shall prevail.

FOR THE GOVERNMENT OF
THE REPUBLIC OF CHINA

FOR THE GOVERNMENT OF
THE REPUBLIC OF MACEDONIA

I-Cheng Loh
Ambassador-at-Large

Trojko Slaveski
Minister of Development