

法規名稱：(終)AGREEMENT OF TECHNICAL COOPERATION BETWEEN THE GOVERNMENT OF THE
REPUBLIC OF CHINA AND THE GOVERNMENT OF THE REPUBLIC OF NAURU

終止日期：民國 92 年 12 月 22 日

The Government of the Republic of China and the Government of
the Republic of Nauru, in the spirit of long-standing, friendly
and cooperative relations existing between the two countries
and their peoples,

RECOGNISING that the maintenance of these relations constitutes
the basis for the present Agreement, and

DESIRING to strengthen these relations by means of closer coope-
ration in the field of aquacultural and other fields of develop-
ment,

SCOPE OF THE AGREEMENT

ARTICLE I

The Government of the Republic of China agrees to dispatch a Te-
chnical Mission (hereinafter referred to as "the Mission"), to
the Republic of Nauru to carry out demonstration projects on aq-
uaculture, and other projects as may be further developed betwe-
en the two Governments.

ARTICLE II

The Mission shall provide technical training in aquaculture to
the trainees selected by the government of the Republic of Nauru
; the number of trainees and method of training shall be decided
upon consent by the Mission Chief and the Government of the Rep-
ublic of Nauru.

Sufficient and secured land shall be made available by the gove-
rnment of the Republic of Nauru. The aquacultural produce grown
by the Mission, except the portion thereof required for personal
consumption by the Mission and for the use of specimens, shall
be handed over to the Government of the Republic of Nauru for
their disposition. Proceeds form the sale of farm produce shall

be deposited in a revolving fund.

OBLIGATIONS OF THE PARTIES

ARTICLE III

The Government of the Republic of China agrees:-

- 1.to pay salaries, air tickets between Taipei and Nauru, and insurance premiums for all members of the Mission during the period of their service in the Republic of Nauru;
- 2.to pay any other expenses of all members of the Mission arising from surgery, dental treatment and hospitalization as well as other medical treatments required to be administered outside of the Republic of Nauru;
- 3.to pay all expenses arising from administration of the Mission , except as otherwise stated elsewhere in this Agreement;
- 4.to supply the Mission with aquacultural tools, machinery, fingerlings, and such other equipment and material which are produced in the Republic of China and needed for the implementation of this Agreement; and
- 5.to pay the repair expenses of the aquacultural tools and other project equipment.

ARTICLE IV

The Government of the Republic of Nauru agrees:-

- 1.to appoint a Liaison Officer to render all necessary assistance;
- 2.to provide adequate office space with necessary facilities needed for the work of the Mission;
- 3.to provide all members of the Mission with suitable housing accommodation with essential hard furnishings and supply of water and electricity;
- 4.to provide all members of the Mission with necessary visas, working permits and other documents required during their service in the Republic of Nauru;
- 5.to pay expenses of regular medical examinations and treatments

- for all members of the Mission;
- 6.to provide the Mission Chief with one motor vehicle;
 - 7.to provide the Mission with such aquacultural tools and other project equipment as may be agreed mutually between the Government of the Republic of Nauru and the Mission Chief to be necessary to supplement those specified in subsection 4 of Article III;
 - 8.to provide transport for the machineries, tools, material and other equipment referred to in subsection 4 of Article III to the project site;
 - 9.to provide the Mission with an appropriate labour force and heavy equipment to carry out its programme as may be agreed mutually between the Government of the Republic of Nauru and the Mission Chief;
 - 10.to pay the transportation and subsistence expenses of the local staff participating in the projects under this Agreement;
 - 11.to jointly open and operate with the Government of the Republic of China a revolving fund into which proceeds from the sale of produce shall be deposited and from which operational costs of the present project shall be paid and, if the present project is determined commercially viable, from which fund development costs of new projects shall be paid;
 - 12.to provide the Mission with necessary assistance for quarantine purpose in the importation of items as specified in subsection 4 of Article III;
 - 13.to provide suitable and secured land necessary to host the project at least for the duration of the project life;
 - 14.to consult with the Mission Chief for the disposal of project fixtures upon expiration of the project life;
 - 15.to assist clearing and fencing the project site; and
 - 16.to provide appropriate safety and security measures to project staff and facilities.

ARTICLE V

The Mission and its members, including Chief, shall enjoy the

following privileges and exemptions during their stay in the Republic of Nauru:-

- 1.exemption from income taxes on the salaries and other allowances received from the Government of the Republic of China;
- 2.exemption from import taxes on the furniture and effects of each member and his family, including one motor vehicle, imported within six months from the date of his first arrival to take up his post in the Republic of Nauru;
- 3.exemption from all duties on professional and technical equipment which shall include a motor vehicle to be used in connection with duties to be performed in the Republic of Nauru;
- 4.exemption from taxes on the importation of all items referred to in subsection 4 of article III; and
- 5.other privileges and exemptions no less favourable than those granted to other foreign technicians under technical cooperation agreements with the Republic of Nauru;
- 6.to guarantee the same repatriation facilities in time of international crisis for the Mission members as are enjoyed by the diplomatic corps;
- 7.in so far as specific points are not covered within the subsections of this Article, to apply to the Mission members to their goods, chattels and effects, and salaries, the same privileges as would normally be enjoyed by Nauru Government Senior Civil Servants of comparable rank and seniority.

GENERAL PROVISIONS

ARTICLE VI

The Government of the Republic of Nauru shall hold liability for any damages associated with the execution of this Agreement.

ARTICLE VII

The Agreement shall enter into force upon the date of signature and shall remain valid for a period of three years from 22 December 2000 to 22 December 2003.

ARTICLE VIII

Either party may terminate this Agreement by giving ninety (90) days notice in writing to the other party.

ARTICLE IX

This Agreement and all subsequent supplementary arrangements may be amended upon common Agreement between the two governments through the exchange of Notes.

ARTICLE X

Any dispute relating to the interpretation of any provision of this Agreement may be resolved by resorting to mutual discussion by both parties.

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

Done in Yaren in duplicate in the Chinese and English languages, both text being equally authentic, on this 22nd day of the month of December of the year 89 of the Republic of China corresponding to the 22nd day of the month of December of the year 2000.

FOR THE GOVERNMENT OF
THE REPUBLIC OF CHINA
His Excellency, Mr. David Wang
CHARGE D'AFFAIRES
EMBASSY OF THE REPUBLIC OF CHINA
ON NAURU

FOR THE GOVERNMENT OF
THE REPUBLIC OF NAURU
His Excellency The Hon. Bernard Dowiyogo, MP
PRESIDENT AND MINISTER FOR FOREIGN AFFAIRS
REPUBLIC OF NAURU