

法規名稱：TECHNICAL COOPERATION AGREEMENT BETWEEN THE REPUBLIC OF CHINA AND THE REPUBLIC OF PARAGUAY ON THE ESTABLISHMENT OF CHINA (R.O.C.) -PARAGUAY TECHNICAL COOPERATION CENTER FOR SMALL AND MEDIUM ENTERPRISES IN ASUNCION (AD.1994.08.13)

簽訂日期：民國 83 年 08 月 13 日

生效日期：民國 83 年 08 月 13 日

THIS AGREEMENT is made this thirteenth day of August, 1994 by the Republic of China (hereinafter referred to as "ROC") and The Republic of Paraguay (hereinafter referred to as "Paraguay").

WHEREAS, ROC has established international recognition of its outstanding achievement in economic development and industrialization;

WHEREAS, it is the established policy of ROC to extend the experience, know-how and expertise that it has acquired in the area of economic development to all friendly developing nations to assist in the development of the economy of such nations; and

WHEREAS, Paraguay has requested and ROC has agreed to provide the technical assistance upon the terms and conditions hereinafter set forth;

NOW THEREFORE the parties hereto agree as follows:

#### ARTICLE I

##### REPRESENTATIVE

ROC hereby designates the International Economic Cooperation Development Fund ("IECDF") and Paraguay hereby designates the Ministry of Industry and Commerce ("MIC") as their respective executing agencies to perform their respective obligations hereunder.

#### ARTICLE II

##### DEFINITION

1. "Center" means the CHINA (R.O.C.) -PARAGUAY Technical Cooperation Center for Small and Medium Enterprises in Asuncion.
2. "Trainees" means those persons to be selected by Paraguay to undergo training in ROC under this Agreement, who shall, upon completion of such training, become instructors of the Center.
3. "Man-Month" means the unit duration of services to be perform-

ed by Advisors or Experts. For the purpose; of this Agreement, one Advisor or Expert to conduct one month of service in Paraguay shall be computed as one (1) Man-Month.

4. "Advisors" means those qualified trainers as dispatched by ROC to provide supervisory and consulting services for the Initial Training Programs of the Center under this Agreement.

5. "Initial Training Programs" means those training programs of the Center to be conducted by instructors, who have completed training in ROC, and supervised by Advisors, which consists of : (1) Metal Machinery (2) Engineering Drawing (3) Measuring Device (4) Hydraulic/Pneumatic Control (5) Industrial Electronics.

6. "Experts" means those qualified industrial professionals as dispatched by ROC to Paraguay to provide guidance service in the promotion and development of local small and medium industries such as woodworking, textile and food processing, under this Agreement.

7. "Technical Assistance" means assistance granted by ROC to Paraguay under Article IV of this Agreement.

### ARTICLE III

#### OBJECTIVES

The objectives of this Technical Assistance are to provide assistance in the establishment of the Center to enhance Paraguay's training facilities and capabilities in basic industries, and to provide assistance in the promotion and development of certain Paraguay's key industries, which are specifically designed for the benefit of small and medium enterprises.

### ARTICLE IV

#### SCOPE OF TECHNICAL ASSISTANCE

ROC agrees to provide, at its own cost and expenses, up to the aggregate amount of six hundred ninety thousand U.S. Dollars (US \$690,000), the following Technical Assistance:

##### Section 4.01 Financial Support

1. ROC agrees to grant, within one month from approval of the blue prints, construction schedule and construction budget of t-

he center, with those profiles of the architect and the constructor attached thereto, as sent by MIG, a fund up to two hundred thousand U.S.Dollars (US\$200,000) to finance construction cost of the Center, which shall be kept at a local bank account in Paraguay at the disposal of IECDF or its representative.

2. Disbursements of the fund to MIC shall be made in three installments. The exact amount and time of each disbursement shall be determined unilaterally by IECDF, taking into consideration of the construction progress and other affecting factors.
3. ROC shall not be obligated to provide financial support for the construction cost of the center beyond the above specified amount. ROC further reserves the right to reduce or cancel provision with such fund should the construction project of the Center be downscaled or canceled.

#### Section 4.02 Initial Training Equipment

ROC agrees to provide, on cost, insurance and freight (C.I.F.) basis, up to a total value of two hundred sixty thousand U.S. Dollars (US\$260,000), initial training equipment for use in the Initial Training Programs of the Center on the following terms and conditions:

1. IECDF shall arrange, or cause the suppliers to arrange for and bear the sea freight and insurance charges in connection with the delivery of the Equipment to a port designated by MIC. The date of actual shipment shall be determined by IECDF, taking into account the suppliers' delivery schedule and the progress of construction of the Center. All costs and expenses incurred in connection with the Equipment subsequent to the arrival at the designated Paraguayan port, including, without limitation, unloading charges, customs duties and fees, license fees, clearance charges, in-land transportation and insurance, installation, and maintenance costs shall be borne by MIC. MIC shall appoint and maintain a technician to supervise the installation, use and maintenance of the Equipment.
2. Risk of loss of the Equipment shall be shifted to MIC upon suppliers' delivery of the Equipment to the shipping agent appointed by MIC.

inted for shipping the Equipment to MIG. Title to the Equipment passes to MIC upon the latter's receipt of the title documents thereof.

3. MIC shall inspect the Equipment immediately upon its arrival at the designated port and promptly notify, in writing, the carrier, the insurance company, and IECDF of any shortfall or damage to the Equipment en route. In event of any damage or shortfall, MIC shall directly address its claims to the carrier and/or the insurance company, as the case may be.
4. All matters with respect to warranty, if any, shall be pursued by MIC directly against the concerned supplier. IECDF assumes no responsibility and/or liability for the quality, fitness for particular purpose, use, or maintenance of the Equipment, including vis-a-vis any third parties. IECDF shall provide or cause to be provided in the sales contract with the supplier of the Equipment that the supplier directly assumes such warranty toward

#### Section 4.03 Training

1. IECDF agrees to arrange for training of up to eight (8) Trainees in ROC for a period of not more than four (4) months each, of which six (6) Trainees will be trained in basic industries and two (2) Trainees will be trained in development of small and medium enterprise, within the first year of this Agreement. If deems it appropriate, IECDF may offer to arrange for training of three (3) more Trainees in ROC within the second year of this Agreement.

Respective fields and schedules of such training and qualifications of Trainees shall be determined by IECDF after consultation with MIG.

2. ROC agrees to pay for Trainees' international air ticket expenses (economy class) to and from ROC and domestic transportation, insurance and medical bills, training cost, meals and accommodations during their stay in ROC.

#### Section 4.04 Advisors

ROC agrees to dispatch two (2) Advisors to Paraguay on the foll-

owing terms and conditions:

1. Advisors shall assist in planning and preparing contents of Initial Training Programs and materials.
2. Advisors shall provide supervisory and consulting services for the Initial Training Programs and operations of the Center for a total period of not exceeding fourteen (14) Man-Month in the aggregate.
3. Schedule of Initial Training Programs and time of dispatching Advisors shall be jointly determined by IECDF and MIG.
4. Advisors shall be provided, at Paraguay's expenses, with interpreter(s) to be undertaken by instructors of the Center to facilitate their provision with supervisory and consulting services.
5. Each session of training programs will run for a maximum of three (3) months. Advisors shall be responsible for a duration of two (2) consecutive sessions only.

#### Section 4.05 Experts

ROC agrees to dispatch, up to a total cost of one hundred forty thousand U.S. Dollars (US\$140,000), Experts to Paraguay on the following terms and conditions:

1. Experts are selected from three (3) industrial sectors, namely , woodworking, textile and food processing. Each sector consists of two (2) Experts, in principle.
2. Experts shall provide their respective guidance services in the aforementioned industrial sectors in the following areas:
  - (1) preparation and analysis of business plans;
  - (2) financial management and analysis;
  - (3) various topics related to production technologies; and
  - (4) marketing research and planning.
3. Time of dispatching Experts shall be jointly determined by IECDF and MIG.
4. Services rendered by Experts in Paraguay shall be for a duration of not exceeding eighteen (18) Man-Month in the aggregate.

#### ARTICLE V

#### OPERATION GUIDELINES OF THE CENTER

The Center shall be operated in line with the following guidelines:

1. During or after Initial Training Programs, the Center shall provide training courses to local technicians and managers of small and medium enterprises who shall bear the cost, at least partially, of the training service provided.
2. Depending on the training facilities, each session of training programs will accommodate a maximum of thirty (30) trainees. There will be a maximum of three (3) sessions per year, of which each will run for a maximum of three (3) months.
3. Local industrial associations, academic institutions, and other industrial development organizations of Paraguay shall be encouraged to cooperate with MIC in planning the programs of the Center.
4. The Center shall be managed by a director to be appointed by MIG. He shall be supported by several full-time professionals and administrative staff.
5. Details of implementation of training programs and operations of the Center shall be jointly determined by IECDF and MIG.

#### ARTICLE VI

##### RESPONSIBILITIES OF PARAGUAY

###### Section 6.01 Liaison Officer

Paraguay shall designate one liaison officer from MIG, who shall be responsible for over-all project coordination with IECDF and shall assist IECDF, Advisors and Experts in executing the Technical Assistance.

###### Section 6.02 Construction and Operations of the Center

Paraguay shall be responsible, through MIG, for the construction works of the Center, and for bearing the overall operations cost of the Center. With respect to the construction cost of the Center, Paraguay shall be responsible for such amount overrun from that of financial support under Sec. 4.01, Article IV of this Agreement.

###### Section 6.03 Reporting Requirement of the Center

At the end of January and July of each year, the Center shall p-

repare and submit to MIC and IECDF, for review and approval, a semi-annual operations program and the budget therefor. A performance report, in line with the format prescribed by IECDF, shall be presented to IECDF at the end of each calendar year. Upon finding of unsatisfactory performance, IECDF may recommend replacing the director of the Cenlter and/or taking measures for improvement.

Section 6.04 Privileges And Facilities To Be Provided By Paraguay  
Paraguay shall:

- (a) Make arrangements for the tax and duty free clearance through its customs of any equipment, materials and supplies required for the Technical Assistance;
- (b) make arrangements for Advisors and Experts promptly for the provision with any necessary entry and exit visas, residence and work permits, exchange documents and travel documents required for their stay in Paraguay.
- (C) permit Advisors and Experts to bring into, and withdraw from , Paraguay reasonable amount of foreign currency for their personal use;
- (d) provide, free of charge, adequate medical and dental care facilities to Advisors and Experts;
- (e) provide suitable furnished accommodations to Advisors and Experts (rental to be paid by the respective Advisor and Expert, as provided by IECDF);
- (f) provide, free of charge, well maintained vehicles with driver and fuels for local transportation to Advisors and Experts;
- (g) exempt Advisors and Experts from any taxes, duties, fees, and other impositions imposed under the laws and regulations in effect in Paraguay an Advisors and Experts in respect of:
  - (i) any payments whatsoever made to Advisors and Experts in connection with their services provided in Paraguay;
  - (ii) any equipment, materials and supplies brought into Paraguay by Advisors and Experts for the purpose of executing the Technical Assistance and

- (iii) any equipment, material and supplies brought into Paraguay by Advisors and Experts for the purpose of executing the Technical Assistance and which will be consumed therein or become the property of Paraguay;
- (h) provide functional office with supporting staff, adequate office furniture and equipment (including but not limited to copying machine, telephone and facsimile machine, etc.) and make them available upon arrival of Advisors and Experts, respectively. Paraguay shall be responsible for and bear the cost of providing such facilities and related services to Advisors and Experts.
- i) grant privileges to Advisors and Experts no less favorable than those awarded to the Advisors or Experts of any third country serving in Paraguay under similar technical assistance project(s).

#### Section 6.05 Indemnification

Paraguay shall hold harmless and indemnify ROC, IECDF, Advisors and Experts from and against any cost, claims, damages or liabilities arising out of, or resulting from, any acts or omissions in connection with the Technical Assistance other than those arising out of or resulting from the gross negligence or willful misconduct of ROC, IECDF, Advisors or Experts, as the case may be.

#### Section 6.06 Data And Services To Be Provided

Paraguay shall make available to IECDF, Advisors and Experts, free of charge, any and all data, services and facilities as shall be required for executing the Technical Assistance.

### ARTICLE VII

#### EVALUATION AND CONSULTATION

Section 7.01 The parties shall, from time to time, at the request of either party, exchange views and consult on the implementation of the Technical Assistance.

### ARTICLE VIII

#### EFFECTIVE DATE, SUSPENSION AND TERMINATION

##### Section 8.01 Effective Date



This Agreement shall become effective upon signature. It shall remain effective for a period of two (2) years unless otherwise terminated in accordance with this Agreement.

#### Section.8.02 Suspension And Termination

Both parties may at any time in writing suspend or terminate this Agreement, if any circumstance arises that will interfere or threaten to interfere with the successful implementation of the Technical Assistance, the accomplishment of its purpose, or the execution of the Technical Assistance in accordance with the terms and conditions under this Agreement.

#### Section 8.03 Remedy

If this Agreement is suspended or terminated, the parties shall consult with each other concerning any further action that may be necessary or desirable. But there shall be no further obligation for either party to take any further action, unless an agreement with respect to such further obligation is reached and signed by both parties.

### ARTICLE IX

#### NOTICES

writing at the following address:

All notices or other communications hereunder to any party hereto shall be made in writing at the following address:

For Paraguay

Representative: Dr. Guillermo Sosa

Title: Vice Minister of Industry

Ministry of Industry and Commerce

Add: Av. Espana 323, Asuncion, Paraguay

Tel: (595-21) 204-791

Fax: (595-21) 213-970

For ROC:

Representative: Mr. Chou Yan

Title: Executive Secretary,

International Economic Cooperation Development Fund

Add: 2th Fl., 73, Ku-ling St., Taipei, Taiwan, R.O.C.

Tel: (886) 396-6316

Fax: (886) 396-9147

The aforementioned address, telephone or facsimile number may be changed at any time by giving advance written notice to the other party.

#### ARTICLE X

##### MISCELLANEOUS

##### Section 10.01 Governing Law And Jurisdiction

This Agreement shall be construed and interpreted in accordance with the laws of ROC. All disagreements and differences in opinion shall first resort to amicable consultation between the parties and, if unable to be resolved thereby, shall be settled exclusively in courts of ROC.

##### Section 10.02 Assignment

The rights and obligations of Paraguay under this Agreement shall not be assigned.

##### Section 10.03 Modification

Any modification or amendment to this Agreement shall not bind the other party unless such other party has agreed to be so bound in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate originals in English by their duly authorized representatives having affixed their signature thereto, on the date first above written.

For the Republic of China

[Signed]

Dr. P.K. Chiang

Minister

Ministry of Economic Affairs

For the Republic of Paraguay

[Signed]

Dr. Ubaldo Scavone

Minister

Ministry of Industry and Commerce