

法規名稱：AGREEMENT ON TECHNICAL COOPERATION BETWEEN THE REPUBLIC OF CHINA (TAIWAN) AND THE REPUBLIC OF KIRIBATI

簽訂日期：民國 100 年 05 月 19 日

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The Government of the Republic of China (Taiwan) 【 hereinafter referred to as “ ROC (Taiwan) ”】 and the Government of Kiribati (hereinafter referred to as “ Kiribati ” , and the two countries jointly as “ the Parties ”), desiring to further strengthen their existing friendly relations through the transfer of development experience and promoting technical cooperation between the two countries, therefore to renew the Agreement on Agricultural Technical Cooperation signed in Taipei on 10 February 2004, have agreed through their respective representatives upon the following articles:

Article 1

ROC (Taiwan), through the International Cooperation and Development Fund (ICDF), has dispatched ROC (Taiwan) Technical Mission (hereinafter referred to as “ TTM ”)to South Tarawa since January 2004, including a Chief of the Mission and the specialists concerned to implement the following activities:

- a) Carry out demonstration and extension projects on cultivation and improvement of crop varieties;
- b) Provide improved techniques in livestock farm administration and management;
- c) Provide improved techniques of aquaculture, training, administration and management, including the introduction of milkfish hatchery technique and introduction of new species for fish farming;
- d) Improve quarantine techniques to control diseases related to livestock and other introduced species of plants;
- e) Improve feed formulation for livestock and fish-farming;
- f) Train I-Kiribati farmers in methods to improve their soil through the application of organic manure farming;

- g) Assist I-Kiribati farmers to establish their home gardens;
- h) Provide improved techniques of integrated farming;
- i) Organize various training workshops for local (include from outer islands) farmers and fishermen;
- j) Collaborate with the related Ministries in Kiribati in identifying suitable personnel to undertake appropriate training courses in ROC (Taiwan) in due time;
- k) Provide capacity building, training attachment and technological transfer to agricultural and Eco Farm staff in the area of artificial insemination for pigs, crop husbandry and other related agricultural and integrated Farming needs.

Article 2

- a) Kiribati shall continuously provide TTM with the land at Temaiku Suburb in Tarawa about 2 hectares, which is used for TTM ' s headquarters, dormitory for TTM members and as a demonstration farm for horticulture and livestock projects. Kiribati shall also continue to provide the land and the ponds for Aquaculture Station in Ambo;
- b) In support for Eco- farming sector, Kiribati will further provides Land space within the Eco Farm at Temaiku for Integrated Farming.

Article 3

ROC (Taiwan) agrees to:

- a) Provide appropriately qualified personnel for TTM and appropriate from the grant of ROC (Taiwan) to Kiribati a sum of AUD 800,000.00 per year to ICDF to support the projects of TTM in Kiribati. If it can not meet the need for projects, ROC (Taiwan) shall make up for the balance;
- b) Pay the costs of transportation to and from Kiribati, the stipends and living expenses, and accident and health insurance of all TTM members during the period of their service in Kiribati;
- c) Pay all expenses arising from administration of TTM,

including the operational costs of the demonstration farm including the costs of utilities, and maintenance and repair of facilities unless other wise stated elsewhere in this Agreement;

- d) Supply TTM with vehicles and equipment necessary for its work;
- e) Supply TTM with feed, tools, seeds, and other materials necessary for the implementation of the program;
- f) Take every precaution to ensure that any introduced species of plant, animal or fish will not pose a threat to the existing biodiversity of Kiribati. In the event that such a threat arises following the introduction of a species of plant, animal or fish, the Parties will use every endeavour to cooperate in the eradication of that threat.

Article 4

Kiribati agrees to:

- a) Issue employment permits to TTM members as required by law;
- b) Provide TTM with suitable office facilities and suitable housing facilities including water and electricity supply;
- c) Offer special consideration regarding the personal safety and security of TTM members and ensure access to medical services through public clinics or hospitals;
- d) Grant privileges and exemptions no less favourable than those granted to other foreign experts and their dependents under similar technical cooperation agreements with Kiribati.

Article 5

- a) All produce of the demonstration, livestock and aquaculture farms, except the portion required for personal consumption by TTM members, and for the use of seeds and specimens, shall be agreed by the Government of Kiribati for sale to the general public. Funds generated from the sale could be deposited in a “ Revolving Fund ” to be managed jointly by Kiribati and TTM. These funds will be used preferentially in

- the development of aquaculture, livestock and agricultural projects under this technical cooperation program or shall be donated to schools, NGOs or disadvantaged social groups in Kiribati;
- b) All data and information gathered from TTM will be provided to Kiribati. The intellectual property rights from the activities of TTM shall vest jointly in the Parties. Either of the Parties may not exploit them commercially without the consent of the other Party;
 - c) TTM Members shall comply with all relevant laws of Kiribati;
 - d) Machinery, equipment and other materials imported necessarily for TTM to carry out the cooperation program should be purchased preferentially from ROC (Taiwan);
 - e) For the purpose of fulfilling its obligations, TTM may recruit local engaged staff to assist TTM staff and to ensure that the recruitment is consistent with relevant laws;
 - f) Employment contract used for the local staff shall not be less favourable than those used for the same positions within the government.

Article 6

Kiribati shall provide TTM with appropriate local counterparts from the related Ministries to facilitate the technical transfer.

Article 7

TTM shall cooperate closely with designated counterpart agencies and organizations in each area of cooperation; and promote the active participation of civil organizations in the related activities.

Article 8

In the event any member of TTM is found unsuitable to continue to perform his duty, ROC (Taiwan) shall have the right to recall him from his post and arrange a replacement. All expenses

relating to the recall and replacement shall be met by ROC (Taiwan).

Article 9

TTM members shall refrain from engaging in activities that are not in conformity with the work of TTM specified in this Agreement.

Article 10

Should any disputes arise concerning the activities of TTM, the Parties shall undertake to use their best endeavours to resolve such disputes amicably, in a spirit of goodwill. If necessary, representations may be made on a government-to-government basis, in the same spirit of goodwill.

Article 11

This Agreement shall enter into force on the date of signature and remain in force until termination. It may be terminated by either government with a ninety days prior written notice.

Done in duplicate in the Chinese and English languages, both texts being equally authentic, at Tarawa, the capital of the Republic of Kiribati, on the 19th day of the 5th month of the 100th year of the Republic of China (Taiwan), corresponding to the 19th day of the 5th month of the year 2011 in the Gregorian calendar.

For the Government of
the Republic of China
(Taiwan)
H.E. Benjamin T. H. Ho
Ambassador to the
Republic of Kiribati

For the Government of
the Republic of Kiribati
H.E. Anote Tong
President & Minister
of Foreign Affairs &
Immigration the
Republic of Kiribati