

法規名稱：AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CHINA (TAIWAN) AND THE GOVERNMENT OF THE FEDERATION OF SAINT CHRISTOPHER AND NEVIS ON THE RENEWABLE ENERGY POLICY CONSULTANT-DISPATCHING PROJECT

簽訂日期：民國 102 年 07 月 19 日

生效日期：民國 102 年 07 月 19 日

The governments of the Republic of China (Taiwan) (hereinafter referred to as the “ ROC ”)and the Federation of Saint Christopher and Nevis (hereinafter referred to as “ SKN ”) (hereinafter collectively referred to as the “ Contracting Parties ”);

DESIRING to strengthen and consolidate the existing friendly relations between their two countries; DESIRING to promote cooperation in renewable energy, green energy and solar energy;

RECOGNIZING that this Agreement would assist SKN to develop renewable energy;

NOW THEREFORE, HEREBY AGREE as follows:

Article I Objectives

Given that fossils fuels, the main source of energy-generation in SKN, have proven to be of high cost and have had an impact upon SKN ’ s finances due to price fluctuations in the international market for fossils fuels, the government of the ROC, at the request of the government of SKN, agrees to implement the Renewable Energy Policy Consultant-Dispatching Project, which will be managed by the SKN Ministry of Energy and Public Works (hereinafter referred to as the “ MEP ”).

The government of the ROC agrees to dispatch an expert/specialist in solar photovoltaic power or other power systems to the MEP to provide consultation on legislation and policies relating to renewable energy.

Article II Content

This Agreement is enacted to lay a foundational framework for cooperation in power generation and the technical fields of renewable energy, so as to achieve the purpose as stated in the objectives, while also generally defining cooperative relationships from a systematic perspective, the content of the cooperation project and the future cooperation framework and systems management of this Agreement.

Article III Framework

The framework for bilateral cooperation between the Contracting Parties is categorized as follows:

(I) Project Content

1. The government of the ROC agrees to dispatch an energy expert/specialist (hereinafter referred to as the “Consultant”) to assist the government of SKN to draft a framework for a national energy action plan and to work with the MEP to develop suitable short-, medium- and long-term development strategies.
2. The Consultant will work with the MEP in holding panel discussions, symposiums and workshops on renewable energy, so as to gather the opinions of all relevant parties.
3. The Contracting Parties agree to cooperate in the investigation and collection of detailed information regarding power generation, transmission and allocation in SKN and to inspect current incentive measures regarding the promotion of renewable energy, with a view to planning future development schemes for renewable energy equipment and to establishing cooperative partnerships and mechanisms in both the public and private sectors.
4. The Contracting Parties agree to cooperate in investigating SKN’s technical human resources in terms of renewable energy, and to assist the government of SKN to plan and organize renewable energy-related technical training programs and workshops.

(II) Implementing Units

The government of SKN will assign the MEP as its dedicated implementing unit, and the Embassy of the Republic of China (Taiwan) in the Federation of Saint Christopher and Nevis will assist the MEP to monitor the effectiveness of the work carried out by the Consultant.

Article IV Future Projects

- (I) In addition to the project expressly provided for in this Agreement, the Contracting Parties will, through dialogue taking place at various levels and at no fixed interval, gradually discuss potential future cooperation projects.
- (II) To implement any subsequent agreement(s) required by this Agreement, the Contracting Parties shall list project requirements and bilateral obligations through an Exchange of Notes while abiding by the standard rights and obligations as set forth in this Agreement.

Article V Bilateral Obligations

- (I) Government of the Republic of China (Taiwan)
 - (1) To implement this project, the Consultant will be dispatched from the ROC to the MEP for a period of twelve(12) months (expected to commence from within two(2) months of the signing of this Agreement). The government of the ROC will pay the travel expenses of the Consultant, as well as any short-term experts and technicians, to and from SKN, their salaries, allowances, insurance costs and local transportation costs in SKN for the duration of the project implementation period.
 - (2) The government of the ROC will dispatch short-term experts and technicians to SKN as required to provide relevant suggestions or assistance in implementing the project listed in this Agreement.
 - (3) The Embassy of the Republic of China (Taiwan) in the Federation of Saint Christopher and Nevis will oversee the

project during the project implementation period.

(II) Government of the Federation of Saint Christopher and Nevis

- (1) The MEP will allocate one(1) person to conduct the overall coordination, planning, inter-ministry coordination and relevant work outlined in this Agreement.
- (2) The government of SKN will provide all human resources and material and financial assistance as required for the duration of the project implementation period.
- (3) The government of SKN will supply the Consultant dispatched by the government of the ROC with necessary furnished housing, office space, water, energy and required transportation assistance.
- (4) The MEP will provide quarterly Project Progress Reports and one Final Project Report.

Article VI Exemption

The government of SKN will grant the following favorable treatment to the Consultant during the implementation of the project under this Agreement:

- (I) The MEP will assist in delivering a letter to the SKN Ministry of Foreign Affairs requesting the approval of the exemption of the Consultant and his/her dependants from all import tariffs, duties and other taxes on his/her equipment and materials.
- (II) The government of SKN agrees to provide certain treatment to project personnel covered in this Agreement assigned by the government of the ROC as follows:
 - (1) Exemption from residential, local and income taxes on salaries and on allowances earned from sources outside of SKN;
 - (2) Exemption from import, customs and other tariffs imposed upon personal and household effects upon arrival;
 - (3) Convenience of arrival, departure and residence accorded sufficiently to assure the lives and safety of dispatched personnel and their dependants;

- (4) Privileges, conveniences and exemptions from value-added tax and taxes relating to the transference of assets as the government of SKN grants to the personnel of the United Nations and its specialized agencies.

Article VII Confidentiality

The personnel appointed by either Contracting Party to participate in the project under this Agreement shall not disclose any information relating to the project without the prior written approval of the other Contracting Party.

Article VIII Restrictions on Use of Information

The dissemination and utilization of information, and management and exercise of intellectual property rights, related to the project under this Agreement, shall be governed by separate agreements.

Article IX Notification

The Contracting Parties shall exchange contact lists in order that the Contracting Parties can communicate on important matters and deliver information with respect to this Agreement accordingly. Either Contracting Party shall inform the other Contracting Party with a written notice in the event that any changes to the list are made.

Article X Validity

This Agreement shall enter into force on the date of signature and shall remain valid for 18 months. The Contracting Parties will negotiate and confirm the renewal of this Agreement before its expiry date.

Article XI Amendments

Any amendment or revision to this Agreement shall be done by the mutual written consent of the Contracting Parties.

Article XII Termination

- (I) This Agreement may be terminated by either of the Contracting Parties through written notice at least six(6) months prior to the date of termination.
- (II) The confidentiality obligation of this Agreement shall not become invalid following either the termination or expiry of this Agreement.

Article XIII Other Provisions

The Contracting Parties shall, based on principles of good faith and cordiality, resolve harmoniously any controversial issues and unexpected matters arising during the project implementation period.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto, have signed this Agreement.

Done in duplicate in the Chinese and English languages, both texts being equally authentic, in Basseterre on the nineteenth day of the seventh month of the one hundred and seventh year of the Republic of China (Taiwan), corresponding to the nineteenth day of the seventh month of the year two thousand and thirteen (2013) of the Gregorian calendar.

Ambassador
Extraordinary and
Plenipotentiary of the
Republic of China
(Taiwan)

H.E. Miguel Li-Jey Tsao

Deputy Prime Minister
and Minister of Energy
and Public Works of the
Federation of Saint
Christopher and Nevis

Hon. Dr. Earl Asim
Martin