

法規名稱：AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CHINA (TAIWAN) AND THE GOVERNMENT OF BELIZE ON THE COOPERATION IN GENETIC IMPROVEMENT IN SHEEP AND GOAT PROJECT

簽訂日期：民國 104 年 12 月 02 日

生效日期：民國 104 年 12 月 02 日

The Government of the Republic of China (Taiwan) and the Government of Belize (hereinafter referred to as the “ Parties ”);

Desirous of further strengthening the friendly and cooperative relations existing between the two countries and of implementing the “ Genetic Improvement in Sheep and Goat Project ” (hereinafter referred to as the “ Project ”);

Have agreed as follows:

Article 1

Objectives

1. Expand and improve infrastructure at the National Sheep and Goat Breeding Center at Central Farm of Belize.
2. Introduce quality breeding stocks and renew breeding stock so as to improve the productivity of breeding stock, including the establishment of a registry and traceability system.
3. Assist technicians at the National Sheep and Goat Breeding Center at Central Farm of Belize and sheep and goat producers in improving their production techniques, productivity and the overall development of the sheep and goat industry in Belize.

Article 2

Implementation Basis

The Parties shall implement the Project according to the official project plan and budget.

Article 3

Budget

The total budget of the Project will be US\$1,624,475, of which the Government of the Republic of China (Taiwan) will provide US\$1,274,370 and of which the Government of Belize will provide US\$350,105.

Article 4

Project Steering Committee

1. The Parties agree to establish a project steering committee, which will be composed of the Project Coordinator of the Ministry of Agriculture, Fisheries, Forestry, the Environment and Sustainable Development, Belize (hereinafter referred to as the “MOA Project Coordinator”), the Chief Agriculture Officer of the MOA, the Project Manager of the Republic of China (Taiwan) (hereinafter referred to as the “Project Manager”) and the Field Manager of the National Sheep and Goat Breeding Center of Belize.
2. The MOA Project Coordinator will convene meetings of the project steering committee once a month for the purpose of monitoring and appraising the implementation of the Project.
3. The MOA Project Coordinator, a local work team, the Project Manager and technicians from the Republic of China (Taiwan) will jointly implement the Project based on the decisions of the project steering committee.

Article 5

Bank Account

1. For the purpose of the implementation of the Project, the Parties agree to follow the regulations prevailing in Belize. The MOA will obtain approval to establish a designated account at a commercial bank in Belize, to be entitled the “Government of Belize/Republic of China (Taiwan) Genetic Improvement in Sheep and Goat Project” (hereinafter referred to as the “Project Account”), and shall

- subsequently provide in written form to the Government of the Republic of China (Taiwan) the account name and account number, thereby allowing funds to be transferred for the purpose of implementing the Project.
2. The Parties shall respectively designate the Project Manager and the MOA Project Coordinator to open and manage the Project Account, and to close the Project Account after the termination of the Project.
 3. Any funds remaining in the Project Account after the termination of the Project shall be returned to the Government of Republic of China (Taiwan).
 4. Any expenditure drawn from the Project Account shall be agreed and signed in related documents by the Project Manager and the MOA Project Coordinator beforehand.
 5. Management of the Project Account:
 - (1) From 2015, the Project Account will be used to fund the operating expenses of the Project, including the hiring of local personnel, construction costs, and the procurement of equipment and other expenses. Funds will be remitted to the Project Account in accordance with the project schedule upon the receipt, verification by and approval of the Embassy of the Republic of China (Taiwan) in Belize of quarterly applications for funding and quarterly statements of project income and expenditure provided by the MOA.
 - (2) The MOA will assign suitable personnel to oversee the accounting and cashier duties of the Project Account, calculate the revenues and expenditures quarterly, and complete and maintain a Statement of Revenues and Expenditures of the Project Account, including the bank ' s balance sheet and the results of the Project, and subsequently submit all such documents to the Parties for verification.

Article 6

Revolving Fund Account

1. Revenues from the sale of sheep breeding stock through the Project shall remain under the ownership of the Government of Belize and shall be deposited into a revolving fund account at a commercial bank in Belize, to be supervised by the project steering committee.
2. The Revolving Fund Account shall be earmarked only for one specific purpose, namely operations associated with the management of the Project.

Article 7

Obligations of the Government of the Republic of China (Taiwan)

1. In accordance with the project proposal agreed by the Parties, allocate a budget of US\$1,274,370 for the project period of three years as of the inception of the Project in 2015.
2. The above mentioned budget shall include the salaries, medical care, insurance, benefits, flight tickets and travel expenses of the Project Manager, specialists and short-term experts from the Republic of China (Taiwan).
3. Dispatch one (1) Project Manager as a liaison to collaborate with the MOA Project Coordinator and cooperate on and coordinate the implementation of the Project, also dispatching specialists and short-term experts to provide consultancy services and technical assistance as required for the Project in accordance with the needs of its various stages.
4. The Embassy of the Republic of China (Taiwan) in Belize will be responsible for overseeing the Project ' s progress for the duration of project implementation along with the MOA.

Article 8

Obligations of the Government of Belize

1. In accordance with the project proposal agreed by the Parties, allocate a budget of US\$350,105 for the project period as of the fiscal year 2015.

2. Appoint the MOA Project Coordinator as a main liaison to collaborate with the Project Manager and other cooperating units and relevant stakeholders so as to ensure the promotion and implementation of the Project.
3. Designate and/or hire for the National Sheep and Goat Breeding Center at Central Farm of Belize, in accordance with the project proposal agreed by the Parties, two (2) technicians to serve as (deputy) managers and four (4) on-site laborers (of whom one (1) technician and two (2) on-site laborers will be hired from the project budget), and other related laborers to manage forage and paddock operations.
4. The MOA Project Coordinator shall, according to the progress of project implementation, write quarterly funding statements, quarterly project reports and annual reports, to be reviewed by the Project Manager, and then submit such documents to the MOA and the Embassy of the Republic of China (Taiwan) in Belize for the use of the Parties in supervising and controlling the progress of the Project.
5. The procurement, management and maintenance of the Project 's assets shall be the responsibility of the MOA, and all such assets shall be marked with the project title, and listed and itemized in quarterly inventories for the review of the Parties during the project period.
6. Provide Republic of China (Taiwan) personnel, including the Project Manager and technicians, with a furnished office and accommodation in Belize.
7. The National Sheep and Goat Breeding Center at Central Farm of Belize shall provide the following resources or services:
 - (1) Land required for the Project 's use, including paddock and forage areas, and for the construction and expansion of sheep houses;
 - (2) All expenses connected to the installation of electrical power systems as required for the operation of the facilities;

- (3) The utilities at the site, such as water, electricity and telephone connections, assuming responsibility for all administrative expenses (water, electricity, telephone connections, Internet access and other charges related to communication, and the maintenance of facilities), as well as taxes incurred while constructing and renovating the National Sheep and Goat Breeding Center at Central Farm of Belize;
- (4) A security guard and associated security features at the site, to ensure the on-site safety of equipment, livestock and project personnel;
- (5) Assume responsibility for the promotion and marketing of the Project;
- (6) Coordinate the Project ' s work team in working with Republic of China (Taiwan) technicians so as to gradually transfer techniques for the handling and production of breeding stock to the National Sheep and Goat Breeding Center at Central Farm of Belize and to local sheep and goat producers;
- (7) Organize the formation of associations by small-scale farmers, potential farmers, and farmers ' groups dedicated to improve sheep and goat production, so that inputs of production and services could be accessed more effectively and efficiently;
- (8) Provide one (1) vehicle for the use of Republic of China (Taiwan) personnel and the local work team engaged in the implementation of the Project.

Article 9

Exemptions and Courtesies

The Government of Belize agrees to exempt Project-related materials, equipment and supplies from customs duties and other taxes, and agrees to grant the Project Manager and technicians from the Republic of China (Taiwan) the following benefits:

1. Exemption from all residential and local taxes, and income

tax on salaries;

2. Exemption of personal and household effects from all import, customs and other duties and taxes;
3. Grant convenience to Republic of China (Taiwan) personnel, together with their dependents, to enter, depart from and reside in Belize during their period of service;
4. Other special privileges, conveniences and exemptions on taxes incurred on the transfers of property, just as Belize accords the staff members of specialized agencies of the United Nations.

Article 10

Oversea Training and Scholarships

The Parties agree that the MOA shall recommend the appointment of personnel to carry out certain Project operations. As needed, such personnel may, following the approval of the Embassy of the Republic of China (Taiwan) in Belize or another authorized agency acting for the Government of the Republic of China (Taiwan), apply to participate in short- or long-term training, workshops or higher education scholarship programs related to sheep and goat management that are offered by the Government of the Republic of China (Taiwan), such that such personnel may continue to facilitate the operations of the Project for the MOA, when the Project is transferred upon its completion.

Article 11

Procurement

1. Procurement for the Project taking place in Belize should comply with the Government of Belize ' s prevailing procurement laws.
2. The Parties agree to give precedence to the procurement of equipment and machinery from Taiwanese manufacturers.

Article 12

Dispute Resolution

Any dispute arising out of the interpretation or application of this Agreement shall be resolved by consultations between the Parties.

Article 13

Entry into Force, Amendments and Termination

1. This Agreement shall enter into force on the date of signature. The period of validity of the Agreement shall be three (3) years.
2. This Agreement may be amended at any time by the mutual written consent of the Parties.
3. This Agreement may be extended by the mutual written consent of the Parties.
4. This Agreement may be terminated by either Party upon providing 60 days written notice of termination to the other Party.

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

DONE in duplicate at Belmopan City, on the 2nd day of December, two thousand and fifteen, in the Chinese and English languages, both texts being equally authentic.

For the Government of
the Republic of China
(Taiwan)

For the Government of
Belize

H.E. Benjamin Ho
Ambassador
Extraordinary and
Plenipotentiary to

The Hon. Gaspar Vega
Deputy Prime Minister
and
Minister of

Belize

Agriculture, Fisheries,
Forestry,
the Environment and
Sustainable
Development