

法規名稱：AGREEMENT ON TECHNICAL COOPERATION BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CHINA (TAIWAN) AND THE GOVERNMENT OF ST. CHRISTOPHER AND NEVIS

簽訂日期：民國 108 年 01 月 18 日

生效日期：民國 108 年 03 月 27 日

The Government of the Republic of China (Taiwan) and the Government of St. Christopher and Nevis (hereinafter referred to individually as a “ Party ” ; collectively as “ the Parties ”), desiring to strengthen their existing cordial relations and to promote and expand the scope of technical cooperation between their countries in various areas, have agreed as follows:

Article 1

Purpose

This Agreement establishes a framework within which the Parties agree to implement any technical cooperation and is based upon the Parties ’ cooperative relations and commitment to promoting development. It authorizes the Parties to implement projects that they have mutually agreed upon following the completion of any domestic legal procedures as required.

Article 2

Areas of Cooperation

The Parties have identified the following areas of technical cooperation:

- I. The Government of the Republic of China (Taiwan) agrees to send a Technical Mission to St. Christopher and Nevis, which will be composed of a leader and technical cooperation specialists to operate the projects coordinated by both governments.
- II. The dispatch and exchange of technical cooperation specialists, including projects managers, technicians, instructors, advisors and other specialized personnel.
- III. The exchange of techniques and statistical data.
- IV. Student exchanges and personnel training.
- V. The holding of conferences, lectures, seminars, training and other activities.
- VI. Other items of technical cooperation mutually agreed upon.

Article 3

Responsibilities — Government of the Republic of China (Taiwan)

The Government of the Republic of China (Taiwan) shall:

- I. According to the demands of projects and programs select the specialists for Technical Mission.
- II. Pay the salaries, allowances, insurance and medical care expenses of specialists of the Republic of China (Taiwan)

- during their service in St. Christopher and Nevis.
- III. Defray the international travel costs of specialists of the Republic of China (Taiwan) between the Republic of China (Taiwan) and St. Christopher and Nevis.
 - IV. Undertake student exchanges and personnel training.
 - V. Implement any technical cooperation projects decided upon by mutual agreement.

Article 4

Responsibilities - Government of St. Christopher and Nevis

The Government of St. Christopher and Nevis shall:

- I. Pay the salaries of St. Christopher and Nevis personnel participating in technical cooperation projects.
- II. Provide land and office space as required by technical cooperation projects, for project use only.
- III. Assign one liaison officer to each technical cooperation project.

Article 5

Privileges

The Government of St. Christopher and Nevis shall grant the following privileges during the implementation of all projects under this Agreement:

- I. Exemption from customs duties, taxes and other charges on all equipment, materials and supplies imported into St. Christopher and Nevis as required for the implementation of projects.
- II. Technical Mission personnel of the Republic of China (Taiwan), as well as their family dependents, for their entry into, departure from and stay in St. Christopher and Nevis during their service, be exempted from customs duties, taxes and other charges on their personal and household effects brought into St. Christopher and Nevis upon first arrival for their personal use. No exemption shall be granted in respect of any items for commercial use. The term " family dependents " as used herein refers to the spouse, unmarried minor children, dependent children below the age of 24 years who are pursuing a course of study, disabled dependent children and retired parents of the Technical Mission personnel of the Republic of China (Taiwan).
- III. Exemption from customs duties, taxes and other charges on vehicles for Technical Mission personnel of the Republic of China (Taiwan) personal use (one vehicle per Technical Mission personnel of the Republic of China (Taiwan), exclusive of family dependents), grant of CD licence plates to vehicles assigned to Technical Mission personnel of the Republic of China (Taiwan) only and exemption from all applicable taxes in cases where the possession of vehicles

- is transferred between Technical Mission personnel of the Republic of China (Taiwan). The exemptions outlined herein shall be granted once every five years. In terms of the sale of the vehicle before the expiration of five years, Technical Mission personnel of the Republic of China (Taiwan) shall consult with the Comptroller of Customs in relation to the applicable duty and taxes that become due.
- IV. Exemption from social security deductions and other deductions on the salaries and allowances paid from abroad to Technical Mission personnel of the Republic of China (Taiwan) for project-related work during their service in St. Christopher and Nevis.
- V. Privileges, exemptions and other treatment to Technical Mission personnel of the Republic of China (Taiwan) and their property no less favorable than that accorded to the personnel of other international missions residing and performing similar activities in the territory of St. Christopher and Nevis.
- VI. Upon the occurrence of any international crisis, the provision of treatment to Technical Mission personnel of the Republic of China (Taiwan) and their family dependents as required for their safe return to the Republic of China (Taiwan) equivalent to that accorded to the personnel of other international missions residing and performing similar activities in the territory of St. Christopher and Nevis.

Article 6

Non disclosure

The project personnel appointed by either Party to participate in the projects under this Agreement shall not disclose any information on such projects that are considered confidential as agreed by the Parties, unless one of the Parties has prior written consent from the other Party.

Article 7

Matters Subject to Separate Agreement

- I. The dissemination and utilization of information, and the management and exercise of intellectual property rights, related to the projects under this Agreement shall be governed by separate agreements.
- II. The Parties may, as they deem fit, enter into separate agreements governing projects and activities of cooperation mutually agreed by the Parties.

Article 8

Dispute Resolution

Any disputes arising out of or in connection with this Agreement, shall be settled by the Parties through diplomatic

negotiation based on the principle of good faith.

Article 9

Previous Agreements

This Agreement shall supersede the previous bilateral “ Agreement on Technical Cooperation between the Government of the Republic of China (Taiwan) and the Government of Saint Christopher and Nevis ” signed in Taipei on the twenty-eighth day of the first month of the year two thousand and eight in the Gregorian calendar, and shall enlarge the scope of cooperation previously agreed by the Parties.

Article 10

Entry into Force, Amendment and Termination

- I. This Agreement shall enter into force on the date that the last Party to complete any required domestic procedures notifies the other Party and shall remain effective for a period of five years.
- II. This Agreement shall be automatically and successively extended for a further five years upon its expiration unless the Parties agree otherwise.
- III. The Parties may amend or revise this Agreement by exchange of letters, stating the effective date for the revision.
- IV. Either Party may terminate this Agreement by giving six months ’ prior written notice to the other Party.
- V. Following the termination or expiry of this Agreement, any events, cases, items of research and workshops and activities undertaken pursuant to this Agreement, already under way, shall continue to be implemented to their completion.
- VI. The confidentiality obligation under this Agreement shall survive the termination or expiry of this Agreement and shall remain binding on the Parties.

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

Done in duplicate in the Chinese and English languages, both texts being equally authentic, in Basseterre on the eighteenth day of the first month of the year two thousand and nineteen in the Gregorian calendar.

For the Government of
the Republic of China
(Taiwan)

H.E. Tom Lee

For the Government of
St. Christopher and
Nevis

Hon. Mark Brantley

Ambassador to St.
Christopher and Nevis

Minister of Foreign
Affairs and Aviation