

法規名稱：AGREEMENT ON TECHNICAL COOPERATION BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CHINA (TAIWAN) AND THE GOVERNMENT OF SAINT VINCENT AND THE GRENADINES

簽訂日期：民國 107 年 12 月 12 日

生效日期：民國 108 年 01 月 17 日

The Government of the Republic of China (Taiwan) and the Government of Saint Vincent and the Grenadines (hereinafter referred to individually as a “ Party ” ; collectively as “ the Parties ”),

Desirous of further strengthening friendship between their peoples,

Recognising reciprocal advantages as result of technical cooperation in areas of common interest,

Acknowledging that the Agreement on Agricultural Technical Cooperation and the Agreement on Cooperation in Information and Communication Technology between the Parties, signed on August 7, 2015 and June 7, 2016, respectively, do not include all areas of cooperation, and

Mindful of the need for a legal framework in terms of technical cooperation,

Have agreed as follows:

ARTICLE 1

Purpose

The purpose of this Agreement on Technical Cooperation (hereinafter referred to as "this Agreement") is to promote technical cooperation in priority areas that the Parties will accordingly identify and engage in bilaterally.

ARTICLE 2

Scope of the Agreement

This Agreement shall apply to all areas of technical cooperation between the Parties.

ARTICLE 3

Projects and Programs

The Parties may, on the basis of this Agreement and in accordance with their respective national laws, negotiate the implementation of specific technical cooperation Projects and Programmes through diplomatic channels.

ARTICLE 4

Forms of Cooperation

The technical cooperation provided under this Agreement comprises:

1. The implementation of Technical Cooperation Projects and Programmes in such areas as agriculture, information and communication technology, education, environment and public health, or relevant issues of mutual consent;
2. The dispatching, by the Government of the Republic of China (Taiwan), of a Technical Mission, comprising a leader and the specialists of Projects and Programmes, to Saint Vincent and the Grenadines to implement the Technical Cooperation Projects and Programmes coordinated by the Parties;
3. The dispatching and exchange of technical cooperation Projects and Programmes Specialists (including project managers, technicians, instructors, advisers and professionals);
4. The exchange of technical and statistical information;
5. The exchange of students and training of personnel;
6. The organization of conferences, seminars, workshops and other similar activities;
7. Other forms of cooperation to which the Parties mutually agree.

ARTICLE 5

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

Under this Agreement, the Government of the Republic of China (Taiwan) agrees to:

1. Select and dispatch specialists for Technical Mission according to the demands of Projects and Programmes;
2. Allocate the necessary implementation budget in accordance with the Projects and Programmes agreed to by mutual consent;
3. Reserve part of the abovementioned budget for the salaries, medical care, insurance, travel expenses, housing allowance, retirement entitlements and other benefits of Specialists from the Republic of China (Taiwan) posted to Saint Vincent and the Grenadines;
4. Assume the travel, accommodation, food and insurance expenses of:
 - (1) Specialists from Saint Vincent and the Grenadines traveling to the Republic of China (Taiwan) to attend exchange programmes by invitation of the Government of the Republic of China (Taiwan);
 - (2) Designated personnel from the Government of Saint Vincent and the Grenadines traveling to the Republic of China (Taiwan) to attend exchange and training programs by invitation of the Government of the Republic of China (Taiwan);
 - (3) Designated personnel from Saint Vincent and the Grenadines invited by the Government of the Republic of China (Taiwan) to attend conferences, seminars, workshops and other similar activities in the Republic of China (Taiwan).

ARTICLE 6

Obligations of the Government of Saint Vincent and the Grenadines

Under this Agreement, the Government of Saint Vincent and the Grenadines agrees to:

1. Assume the salaries of personnel from Saint Vincent and the

- Grenadines who participate in the Projects and Programmes;
2. Make available, under appropriate conditions, the necessary land and offices for the Projects and Programmes;
 3. Designate liaison officer(s) to coordinate, supervise and manage each Project and Programmes;
 4. Exempt equipment, machineries and materials provided by the Government of the Republic of China (Taiwan) from all consular charges, port charges, customs charges, taxes and related charges, as well as import permit inspection procedures; and to defray the transport expenses in Saint Vincent and the Grenadines and the expenses for its maintenance and repair, in accordance with the national laws of Saint Vincent and the Grenadines;
 5. Exempt customs duties, taxes and other charges on vehicles for Projects and Programmes use, and to grant diplomatic license plates, and exempt taxes of any kind in cases where the possession of vehicles is transferred to different Projects and Programmes; and
 6. Exempt equipment, machineries and materials purchased in Saint Vincent and the Grenadines for the purpose of Projects and Programmes implementation from duties, excises, taxes, including Value Added Tax and other mandatory charges, in accordance with the laws of Saint Vincent and the Grenadines.

ARTICLE 7

Privileges for Specialists

The Parties shall accord to the Specialists designated by the other Party and their accompanying families for the term of Projects and Programmes in their country, based on reciprocity, the following privileges:

1. The granting of permission to enter, stay in, and exit the country during the period of their assignment to a Project or Programme, including but not limited to the issuance of visa, residence permits, identification documents and driver ' s permits;

2. Exemption from taxes and fees upon their arrival and during the term of their mission:
 - (1) Exemption from payment of all relevant taxes upon entry to and exit from the country;
 - (2) Exemption from customs duties, taxes and related fees on personal belongings and household articles for the personal use, imported within a period of not more than six months of their first arrival, provided that the stay exceeds six months. This exemption does not apply to costs for storage, transportation and related services; and
 - (3) Exemption from income taxes and other charges on salaries and allowances originating from outside Saint Vincent and the Grenadines and received for work related to Projects and Programmes while performing their duties;
3. Exemption from customs duties, taxes and other charges on vehicles for Projects and Programmes specialists' own personal use (one vehicle per person), granting of diplomatic license plates, and exemption from all applicable taxes in cases where the possession of vehicles is transferred between Projects and Programmes specialists;
4. The granting of other privileges and exemptions to Projects and Programmes Specialists no less favorable than that accorded to personnel of other international missions posted to and performing similar activities in the territory of the other party; and
5. The provision to Specialists and members of their families who are their direct dependents and living together with them for the term of their mission the same repatriation facilities as those granted to diplomats in the event of an international crises.

ARTICLE 8

Objects and Materials Transfer

Objects and materials supplied by the Republic of China (Taiwan) to Saint Vincent and the Grenadines for the implementation of

Projects and Programmes, under conditions agreed by the Parties, shall become the property of the Government of Saint Vincent and the Grenadines once the Projects and Programmes are completed; the relevant equipment, machineries and materials will only be used for the Projects and Programmes, unless otherwise agreed by the Parties.

ARTICLE 9

Confidentiality

Under this Agreement, the Parties shall not disclose any information on Projects and Programmes that are considered confidential as agreed by the Parties, unless one of the Parties has prior written consent from the other Party.

ARTICLE 10

Restrictions on Use of Information

The dissemination and utilisation of information, and the management and exercise of intellectual property rights related to Projects and Programmes under this Agreement shall be agreed by the Parties in writing.

ARTICLE 11

Meetings and Consultations

The Parties may hold meetings or conduct consultations in order to discuss and improve the cooperation to be carried out in accordance with this Agreement. The details for holding such meetings or consultations shall be coordinated between the Parties by mutual agreement.

ARTICLE 12

Amendments

This Agreement may be amended by mutual consent via exchange of Notes between the Parties.

ARTICLE 13

Terms and Termination

1. This Agreement shall enter into force on the latter of the dates on which the Parties communicate in writing that the domestic legal requirements for its validity have been complied with;
2. This Agreement will be valid for five years upon entry into force and will be renewed automatically for successive periods every five years;
3. Each Party may express in writing its desire to terminate this Agreement, and the termination of the Agreement shall take effect in six months from the date the other Party receives the written notice. The continuing implementation of Projects and Programmes already under way shall be decided by written agreement between the Parties.

ARTICLE 14

Settlement of Disputes

All disputes arising from interpretation or application of this Agreement shall be settled through negotiation by the Parties in good faith.

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

DONE in duplicate at Kingstown, Saint Vincent and the Grenadines on the twelfth day of December in the one hundred and seventh year of the Republic of China (Taiwan), corresponding to the twelfth day of December of the year two thousand eighteen of the Gregorian calendar, in the Chinese and English languages, with both texts being equally authentic.

For the Government of
the Republic of China
(Taiwan)

For the Government of
Saint Vincent and the
Grenadines



H.E. Calvin C.H. Ho

Hon. Sir H. Louis
Straker

Ambassador
Extraordinary and
Plenipotentiary to Saint
Vincent and the
Grenadines

Deputy Prime Minister
and Minister of Foreign
Affairs, Trade and
Commerce, Saint
Vincent and the
Grenadines