

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

簽訂日期：民國 109 年 08 月 17 日

生效日期：民國 109 年 08 月 17 日

The Government of the Republic of China (Taiwan) and the Government of the Republic of Somaliland (hereinafter referred to individually as a "Party"; collectively as "the Parties"),

Desirous of strengthening friendship between their peoples,

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

In accordance with the Bilateral Protocol (Agreements and Conventions) by and between the Government of the Republic of China (Taiwan) and the Government of the Republic of Somaliland,

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 Programmes

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, vocational training 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 technical cooperation Projects and Programmes, to the Republic of Somaliland to implement the technical cooperation Projects and Programmes coordinated by the Parties;
3. The dispatching and exchange of technical cooperation Projects and Programmes Specialists (hereinafter referred to as "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 organisation 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 technical cooperation Projects and Programmes;
2. Allocate the necessary implementation budget in accordance with the technical cooperation 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 the Republic of Somaliland;
4. Assume the travel, accommodation, food and insurance expenses of:
 - (1) Specialists from the Republic of Somaliland 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 the Republic of Somaliland traveling to the Republic of China (Taiwan) to attend exchange and training programmes by invitation of the Government of the Republic of China (Taiwan);
 - (3) Designated personnel from the Republic of Somaliland 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 the Republic of Somaliland

Under this Agreement, the Government of the Republic of Somaliland agrees to:

1. Assume the salaries of personnel from the Republic of Somaliland who participate in the technical cooperation Projects and Programmes;
2. Make available, under appropriate conditions, the necessary

- land and offices for the technical cooperation Projects and Programmes;
3. Designate liaison officer(s) to coordinate, supervise and manage each technical cooperation Project and Programme;
 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 the Republic of Somaliland and the expenses for its maintenance and repair, in accordance with the national laws of the Republic of Somaliland;
 5. Exempt customs duties, taxes and other charges on vehicles for technical cooperation 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 technical cooperation Projects and Programmes; and
 6. Exempt equipment, machineries and materials purchased in the Republic of Somaliland for the purpose of technical cooperation Projects and Programmes implementation from duties, excises, taxes, including Value Added Tax and other mandatory charges, in accordance with the laws of the Republic of Somaliland.

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 technical cooperation 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 technical cooperation 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; and
 - (3) Exemption from income taxes and other charges on salaries and allowances originating from outside the Republic of Somaliland and received for work related to technical cooperation Projects and Programmes while performing their duties.
3. Exemption from customs duties, taxes and other charges on vehicles for technical cooperation 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 technical cooperation Projects and Programmes Specialists;
4. The granting of other privileges and exemptions to technical cooperation 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

Confidentiality

Under this Agreement, the Parties shall not disclose any information on technical cooperation 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 9

Restrictions on Use of Information

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

ARTICLE 10

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 11

Amendments

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

ARTICLE 12

Terms and Termination

1. This Agreement shall enter into force on the date of the last signature;
2. This Agreement shall be valid for five years upon entry into force and shall 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 this Agreement shall take effect in six months from the date the other Party receives the written notice. The continuing implementation of technical cooperation Projects and Programmes already under



way shall be decided by written agreement between the Parties.

ARTICLE 13

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 authorised by their respective governments, have signed this Agreement.

DONE in duplicate in the Chinese and English languages, with both texts being equally authentic.

For the Government of
the Republic of China
(Taiwan)

Jaushieh Joseph Wu
Minister of Foreign
Affairs

DATE: 08/17/2020
Taipei

For the Government of
the Republic of
Somaliland

Yasin Hagi Mohamoud
Minister of Foreign
Affairs and
International Cooperation

DATE: 17 08 2020
Hargeisa