

法規名稱：AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CHINA (TAIWAN) AND THE GOVERNMENT OF ST. VINCENT AND THE GRENADINES ON COOPERATION IN INFORMATION AND COMMUNICATION TECHNOLOGY (ICT)

簽訂日期：民國 99 年 11 月 08 日

生效日期：民國 99 年 11 月 08 日

The Government of the Republic of China (Taiwan) and the Government of St. Vincent and the Grenadines (hereinafter referred to as the “ Parties ”);

Desiring to strengthen the existing cordial relations and to promote cooperation in the area of information and communication technology (ICT); Have agreed as follows:

Article 1 Objectives

The Parties recognize the importance of utilizing ICT to enhance government efficiency, to improve people competitiveness and to further advance national sustainable development. Under this common understanding, the Parties will cooperate in ICT, with the Government of the Republic of China (Taiwan) applying its advanced ICT abilities to assist the Government of St. Vincent and the Grenadines in promoting the level of digitalization and in establishing an information society.

Article 2 Scope of Agreement

This Agreement establishes a basic framework within which the Parties agree to cooperate in the field of ICT to achieve the stated objectives. This Agreement also defines: the areas of cooperation; the institutional aspects of the partnership; the content of the initial project; a structure for future cooperation; and general conditions that shall govern the projects under this Agreement.

Article 3 Areas of Cooperation

The Parties have identified the following areas of cooperation

in ICT:

I. E-Government and E-Governance: These are the main priorities.

The ICT cooperative projects for the public sector shall be planned and implemented by taking into consideration the needs of the Government of St. Vincent and the Grenadines. Related policy consultation and assistance in formulating corresponding laws and regulations will also be provided.

II. E-Industry: In the process of promoting the aforementioned cooperation in the public sector, assisting the private sector to embark on e-industry shall be done in accordance with the industrial and economic development policies established by the Government of St. Vincent and the Grenadines.

III. ICT Capacity Building and Training:

ICT education and training related to the above-mentioned areas of cooperation shall be conducted to improve the quality of human resources and increase the pool of skilled labor.

Article 4 Initial Project

The Parties shall commence their cooperation on the following Initial Project:

I. Project Content

i. Establishment of the Information and Communication Technology Center (hereinafter referred to as the “ ICT Center ”):

The ICT Center shall be established within the territory of St. Vincent and the Grenadines, which shall include the complete planning and installation of all hardware and software systems.

ii. Installation and optimization of the government web portal for the Government of St. Vincent and the Grenadines.

iii. Development and installation of application systems for the departments and agencies of the Government of St. Vincent and the Grenadines:

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

responsible for developing applications software and assisting with system installation.

- iv. Cultivation of human resources: Necessary education and training shall be provided according to the three items mentioned in the project contents above.

The content of the Initial Project shall be adjusted flexibly depending on actual progress and disbursement of funds.

II. Executive Unit

The Initial Project shall be carried out by the International Cooperation and Development Fund (TaiwanICDF) as commissioned by the Government of the Republic of China (Taiwan), and shall be supervised by the Embassy of the Republic of China (Taiwan), Kingstown, St. Vincent and the Grenadines. The Government of St. Vincent and the Grenadines shall designate a department as a supporting executive unit to facilitate the progress of the various project tasks.

Article 5 Future Projects

- I. Other than the Initial Project clearly outlined in this Agreement, the Parties will discuss possible future projects by means of non-scheduled dialogues at different levels.
- II. Any subsequent agreement that is required for a future project shall be done by an exchange of letters detailing the project conditions and obligations of the Parties. The terms concerning rights and obligations set out in this Agreement shall apply to the said future projects.

Article 6 Obligations of the Parties

- I. The Government of the Republic of China (Taiwan) shall:
 - i. Dispatch long- and short-term ICT experts and technicians in ICT (hereinafter referred to as the “ Project Personnel ”) to St. Vincent and the Grenadines to carry out the described objectives.
 - ii. Defray the international travel costs of the Project Personnel between the Republic of China (Taiwan) and St.

Vincent and the Grenadines.

- iii. Pay the Project Personnel salaries and allowances during their service in St. Vincent and the Grenadines.
 - iv. Pay the insurance and medical care expenses of the Project Personnel during their service in St. Vincent and the Grenadines.
 - v. Provide and ship all computers, computer software and peripherals required to the ICT Center.
 - vi. Defray one time renovation costs of the ICT Center.
- II. The Government of St. Vincent and the Grenadines shall:
- i. Provide the ICT Center with buildings and infrastructure (including essential utilities and communications equipment), and be responsible for their maintenance.
 - ii. Provide the ICT Center with security guards and related resources, and adopt all possible measures to ensure the personal safety of the Project Personnel during their service.
 - iii. Defray the administrative costs necessary for the operation of the ICT Center (e.g. utility and communication bills).
 - iv. Provide the Project Personnel with dormitories or housing complete with essential utilities, communications equipment and furniture. Utility and communication bills shall be paid by the occupants.
 - v. Issue appropriate personal identification to the Project Personnel to facilitate their work.
 - vi. Provide the Project Personnel with emergency medical care and first aid.
 - vii. Provide the human and material resources essential to assist with the project implementation.

Article 7 Exemption

The Government of St. Vincent and the Grenadines shall grant the following favorable treatment during the implementation of projects under this Agreement:

- I. Exemption from customs duties, taxes and other charges on all

equipment, materials and supplies imported into St. Vincent and the Grenadines for the projects.

- II. Convenience for the Project Personnel ' s entry to, departure from, and stay in St. Vincent and the Grenadines during their service, and exemption from customs duties, taxes and other charges on their personal and household effects brought into St. Vincent and the Grenadines within six months of first arrival for their own use.
- III. Exemption from customs duties, taxes and other charges on vehicles for the Project Personnel ' s own personal use (one vehicle per person), and exemption from all applicable taxes in cases where the possession of vehicles is transferred between Project Personnel.
- IV. Exemption from income tax and other charges on the salaries and allowances earned from abroad by the Project Personnel for work related to the project during their service in St. Vincent and the Grenadines.
- V. Granting of privileges, exemptions and other treatment to the Project Personnel and their properties no less favorable than that accorded to personnel of other international missions residing and performing similar activities in the territory of St. Vincent and the Grenadines.

Article 8 Disposal of Project Income

The income generated from projects under this Agreement shall be jointly owned by the Parties, and may be deposited in a specific account approved by the Parties. The handling of the account will be in compliance with the management rules and regulations drawn up by the Parties. The income generated from projects, apart from being used to supplement existing projects, may be used flexibly for the development of new projects as agreed by the Parties.

Article 9 Confidentiality

The personnel appointed by either party to participate in the

projects under this Agreement shall not disclose any information relating to such projects without the prior written approval of the other party.

Article 10 Restrictions on Use of Information

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

Article 11 Notification

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

Article 12 Term and Extension

This Agreement shall enter into force on the date of signature and remain effective for five years. The Parties shall review the performance of projects under this Agreement one year prior to the expiration date and decide whether to extend the duration of this Agreement pursuant to the results of the review. The extension of this Agreement shall be done by the mutual written consent of the Parties.

Article 13 Amendments

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

Article 14 Termination

I. Either party may terminate this Agreement by giving prior written notice to the other party; however, the Parties shall attempt to reach an agreement on the termination date, thereby allowing the smooth transition of the project

termination and the recall of the Project Personnel.

II. The confidentiality obligation of this Agreement shall not become invalid following either the termination or expiry of this Agreement.

Article 15 Other Provisions

All disputes arising out of or in connection with this Agreement, or matters not being included in this Agreement, shall be settled or negotiated by the Parties in good faith.

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

Done in duplicate in the Chinese and English languages, both texts being equally authentic, in Kingstown on the eighth day of the eleventh month of the ninety-ninth year of the Republic of China (Taiwan), corresponding to the eighth day of the eleventh month of the year two thousand and ten of the Gregorian calendar.

For the Government of
the Republic of China
(Taiwan)
施文斌

For the Government of
St. Vincent and the
Grenadines
Jerrol Thompson