

法規名稱：BELIZE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CHINA (TAIWAN) AND THE GOVERNMENT OF BELIZE ON COOPERATION IN INFORMATION AND COMMUNICATION TECHNOLOGY (ICT) (2014-2019)

簽訂日期：民國 102 年 10 月 29 日

生效日期：民國 103 年 05 月 29 日

The Government of the Republic of China (Taiwan) and the Government of Belize, (hereinafter referred to as “ the Parties ”); desiring to strengthen their 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 ’ s 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 Belize 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 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: The ICT cooperative projects

for the public sector shall be planned and implemented by taking into consideration the needs of the Government of Belize. Related policy consultation and assistance in formulating corresponding laws and regulations will also be provided.

II. ICT infrastructure development: Development of the government ICT infrastructure shall be pursued according to the ICT agenda of the Government of Belize and aligned with regional development goals.

III. Digital capacity building, education and training: ICT education and training related to the above-mentioned areas of cooperation shall be conducted to improve the quality of human resources.

Article 4 Project

The Parties shall commence their cooperation on the following Project:

I. Project Content

- i. Establishment of the Government Network Infrastructure (hereinafter referred to as the "GovNet"):
- ii. The GovNet shall be established within the country of Belize, which shall include the complete planning and installation of the networking solution and software systems.
- iii. Development and installation of application systems for the departments and agencies of the Government of Belize: The Government of the Republic of China (Taiwan) shall cooperate in developing and implementing application software and systems.
- iv. Establishment of a secure Government e-payment platform.
- v. 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 Project shall be adjusted flexibly depending on actual progress and disbursement of funds.

II. Executive Unit

The Project shall be carried out by the International Cooperation and Development Fund (Taiwan ICDF) as commissioned by the Government of the Republic of China (Taiwan), and shall be supervised by the Embassy of the Republic of China (Taiwan), Belize City, Belize. The Government of Belize 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 Project outlined in this Agreement, the Parties will discuss possible future cooperative 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 experts and technicians with an ICT background (hereinafter referred to as the “ Project Personnel ”)to Belize to carry out the described objectives;
 - ii. Defray the travel costs of the Project Personnel between the Republic of China (Taiwan) and Belize;
 - iii. Cover the Project Personnel salaries and expenses during their service in Belize;
 - iv. Pay the medical care expenses and insurance of the Project Personnel during their service in Belize;
- II. The Government of Belize shall:
 - i. Issue appropriate identification cards to the Project Personnel to facilitate their work;
 - ii. Make emergency medical care and first aid readily available

- to the Project Personnel; and
- iii. Arrange for the human and material resources needed for the project ' s implementation.

Article 7 Exemption

The Government of Belize 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 Belize for the projects.
- II. Convenience for the Project Personnel ' s entry to, departure from, and stay in Belize during their service, and exemption from customs duties, taxes and other charges on their personal and household effects brought into Belize 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 Belize.
- 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 Belize.

Article 8 Disposal of Project Income

The income generated from projects under this Agreement shall be owned by the Government of Belize, and should be deposited and monitored 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 May 29, 2014 and remain effective for another five years. The Parties shall review the performance of the projects under this Agreement one year before the Agreement expires to 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 90 days prior written notice to the other party; however, the Parties shall attempt to reach an agreement on the termination date, thereby allowing the smooth procession 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 Belize City on the twenty-ninth day of the tenth month in the one-hundred-and-second year of the Republic of China (Taiwan), corresponding to the twenty-ninth day of October of the year two thousand and thirteen of the Gregorian calendar.

For the Government of the
Republic of China (Taiwan)
DAVID C.K. WU
Ambassador to Belize

For the Government of
Belize
JOSEPH WAIGHT
Financial Secretary