

法規名稱：INFORMATION AND COMMUNICATION TECHNOLOGY(ICT) COOPERATION AGREEMENT
BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CHINA (TAIWAN) AND THE GOVERNMENT OF SAINT
LUCIA

簽訂日期：民國 103 年 03 月 19 日

生效日期：民國 103 年 03 月 19 日

The Government of the Republic of China (Taiwan) and the Government of Saint Lucia, (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 for development (hereinafter referred to as “ ICT for Development ”); have agreed as follows:

Article 1

Objectives

The Parties recognize the importance of ICT as a catalyst for enhancing government efficiency, improving people ’ s competitiveness and further advancing national sustainable development. Under this common understanding, the Parties will cooperate in ICT, with the Government of the Republic of China (Taiwan) sharing its advanced ICT capabilities to assist the Government of Saint Lucia in improving 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 for Development to achieve the stated objectives. This Agreement also defines: the areas of cooperation; the institutional aspects of the partnership; the content of the projects; 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 for Development:

I. ICT Infrastructure Development:

Strengthening of the national ICT infrastructure shall be pursued according to the national development agenda and aligned with regional development goals. Related policy consultation and assistance in compliance of international ICT standards, and procedures will also be provided.

II. 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 Saint Lucia. Related policy consultation and assistance in formulating corresponding laws and regulations will also be provided.

III. ICT 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 and to increase the pool of skilled labor.

Article 4

Projects

I. Projects Content

- i. The planning, development and implementation of agreed application systems and physical ICT infrastructure for departments and agencies of the Government of Saint Lucia. The Government of the Republic of China (Taiwan) shall co-operate and work with a designated team from the Government of Saint Lucia to model, develop, implement and monitor systems agreed upon.
- ii. Human resource capacity building: As per projects undertaken the Government of the Republic of China (Taiwan) shall facilitate capacity building for project

team members and other stakeholders through training initiatives. Human resource capacity building projects will also be undertaken with respect to the integration of ICT in education, design and development of data base driven web applications and cyber security.

The content of the projects shall be adjusted depending on actual progress and disbursement of funds by the Government of the Republic of China (Taiwan).

II. Executive Unit

The Projects shall be carried out by the Taiwan International Cooperation and Development Fund (Taiwan ICDF), commissioned by the Government of the Republic of China (Taiwan). The Government of Saint Lucia shall designate the Ministry of the Public Service, Sustainable Development, Energy, Science and Technology as the supporting executive unit. The Embassy of the Republic of China (Taiwan) in Saint Lucia shall supervise the progress of the various project tasks.

Article 5

Future Projects

- I. Other than the projects clearly 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. Agree to pay salaries (including consultancy fees), insurance, return tickets, business expenses,

administration expenses, travel allowance of the project manager, short-term experts and technicians (hereinafter referred to as “ Project Personnel ”)during their service in Saint Lucia.

- ii. Dispatch Project Personnel to Saint Lucia to provide adequate advice and carry out the objectives described above.

II. The Government of Saint Lucia shall:

- i. Appoint a project officer to oversee, plan, improve coordination across departments and carry out activities related to the projects as defined.
- ii. Provide the relevant government buildings (which will be utilized for the implementation of projects) with security, backup power (where deemed necessary), uninterruptible power supply (UPS) devices and related maintenance.
- iii. Provide adequate subsidized housing not less than EC\$2,000/month for the Project Personnel.
- iv. Issue appropriate personal identification cards and work permits to the Project Personnel to facilitate their work and provide emergency medical care and first aid.
- v. Provide human and material resources essential to the implementation of projects.
- vi. Assume responsibility for the operation of the services once the projects are completed.
- vii. Provide quarterly, annual and final reports on the status of projects.

Article 7

Exemption

The Government of Saint Lucia 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 Saint Lucia

for the projects.

- II. Facilitation of protocol issues including established prerogatives, immunities and privileges related to Project Personnel ' s entry to, departure from, and stay in Saint Lucia during their service, and exemption from customs duties, taxes and other charges on equipment brought into Saint Lucia for their personal use, within the first six months of their arrival.
- 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 projects during their service in Saint Lucia.
- V. 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 Saint Lucia.
- VI. The Republic of China (Taiwan) and all Project Personnel are expected to comply with and be subject to all procedures and requirements of the Government of Saint Lucia with respect to the granting of such privileges, exemptions and other treatment to the Project Personnel and their properties.

Article 8

Confidentiality

The Parties to this Agreement by themselves, their servants and/or agents shall not disclose any information relating to projects without the prior written approval of the other Party, with the exception of disclosure of information in keeping with official reporting and accountability requirements.

Article 9

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 10

Notification

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

Article 11

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 the projects under this Agreement one year before expiry 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 mutual written consent of the Parties.

Article 12

Amendments

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

Article 13

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 such 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 14

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 Castries on the nineteenth day of the third month in the one- hundred-and-third year of the Republic of China (Taiwan), corresponding to the nineteenth of March of the year two thousand and fourteen (2014) of the Gregorian calendar.

For the Government of
the Republic of China
(Taiwan)

For the Government of
Saint Lucia

James C.P. Chang

James Fletcher, Ph.D.

Ambassador
Embassy of the
Republic of China
(Taiwan) in Saint Lucia

Minister
Ministry of the Public
Service, Sustainable
Development, Energy,
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