

法規名稱：AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CHINA (TAIWAN) AND THE GOVERNMENT OF THE KINGDOM OF SWAZILAND ON COOPERATION IN INFORMATION AND COMMUNICATION TECHNOLOGY (ICT)

簽訂日期：民國 104 年 12 月 11 日

生效日期：民國 104 年 12 月 11 日

The Government of the Republic of China (Taiwan) and the Government of the Kingdom of Swaziland (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 (hereinafter referred to as “ 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 the Kingdom of Swaziland 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 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:

3.1 E-government and E-governance:

An ICT cooperative project for the public sector shall be planned and implemented by taking into consideration the needs of the Government of the Kingdom of Swaziland. Related policy consultation and assistance in formulating

- corresponding laws and regulations will also be provided.
- 3.2 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 implementation of the Electronic Documents And Records Management System (EDRMS)

4.1 Project Content:

The specific content of the project shall be determined by an exchange of letters between the Parties.

4.2 Project Team:

The Parties shall establish a project team to implement the preparation, structuring, implementation and monitoring of the above-mentioned project.

4.3 Capacity Building:

The Government of the Republic of China (Taiwan) shall host relevant training to assist the Government of the Kingdom of Swaziland in improving the human resources of the project team members and stakeholders.

4.4 Project Funding:

Funding of the project shall be discussed and coordinated by the Parties based on the actual progress of implementation.

4.5 Executive Unit:

The project shall be carried out by the International Cooperation and Development Fund (hereinafter referred to as the “ 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) to the Kingdom of Swaziland. The Government of the Kingdom of Swaziland shall designate a department as a supporting executive unit to facilitate the progress of the various project tasks.

4.6 Future Projects:

- 4.6 (a) The Government of the Kingdom of Swaziland may propose any future projects to the Government of the Republic of China (Taiwan), and the Government of the Republic of China (Taiwan) will then commission the Taiwan ICDF to handle project appraisal.
- 4.6 (b) Any subsequent agreement that is required for a future project shall be done by an exchange of notes detailing the project ’ s conditions and the obligations of the Parties.
- 4.6 (c) The terms concerning rights and obligations set out in this Agreement shall apply to any such future projects.

ARTICLE 5

Obligations of the Parties

5.1 The Government of the Republic of China (Taiwan) Shall:

- 5.1 (a) Dispatch a project manager, and long and short-term experts and technicians with an ICT background (hereinafter referred to as the “ Project Personnel ”)to the Kingdom of Swaziland to carry out the described objectives;
 - 5.1 (b) Defray the travel costs of the Project Personnel between the Republic of China (Taiwan) and the Kingdom of Swaziland, as well as the salaries and expenses of the Project Personnel during their service in the Kingdom of Swaziland;
 - 5.1 (c) Pay the official, work-related expenses of the Project Personnel in the Kingdom of Swaziland, including for machinery, equipment, administrative expenses, travel allowance, insurance and medical costs.
- 5.2 The Government of the Kingdom of Swaziland Shall:
- 5.2 (a) Authorize and designate a project officer to plan and coordinate inter-ministerial cooperation, and also host the relevant project activities;
 - 5.2 (b) Issue appropriate identification cards to the Project Personnel to facilitate their work, and also make emergency medical care and first aid readily available to the Project Personnel;
 - 5.2 (c) Provide a government office as the project office, which shall have the following components: security, backup electricity, an uninterruptable power supply, and maintenance services (only for project use).
 - 5.2 (d) Provide housing with appropriate furniture, water and electricity for the Project Personnel, and;
 - 5.2 (e) Assume responsibility for operations and maintenance upon the completion of projects.

ARTICLE 6

Exemptions

The Government of the Kingdom of Swaziland shall grant the following favorable treatment during the implementation of projects under this Agreement:

- 6.1 Exemption from customs duties, taxes and other charges on all equipment, materials and supplies imported into the Kingdom of Swaziland for projects.
- 6.2 Convenience for the Project Personnel ’ s entry to, departure from, and residence in the Kingdom of Swaziland during their service, and exemption from customs duties, taxes and other charges on their personal and household effects brought into the Kingdom of Swaziland within six months of first arrival for their own use.

- 6.3 Exemption from customs duties, taxes and other charges on vehicles for the Project Personnel ' s own personal use (one vehicle per person).
- 6.4 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 the Kingdom of Swaziland.
- 6.5 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 the Kingdom of Swaziland.

ARTICLE 7

Disposal of Project Income

The income generated from projects under this Agreement shall be owned by the Government of the Kingdom of Swaziland, and shall be deposited and monitored in a specific account approved by the Parties. The handling of the account will comply 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 8

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 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 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 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 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 mutual written consent of the Parties.

ARTICLE 12

Amendments

Any amendment or revision to this Agreement shall be done by an exchange of notes and shall be agreed to in writing by both Parties.

ARTICLE 13

Termination

13.1 Either party may terminate this Agreement by giving ninety (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 progression of the termination of the project and the recall of the Project Personnel.

13.2 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, at Mbabane City on the 11th day of the 12th month of the one hundred and fourth year of the Republic of China (Taiwan), corresponding to the 11th day of December of the year of two thousand and fifteen of the Gregorian calendar.

For the Government of
the Republic of China
(Taiwan)

For the Government of
the Kingdom of
Swaziland

Thomas J. C. Chen

Ambassador to the
Kingdom of Swaziland

Dumisani C.
Ndlangamandla

Minister of
Information,
Communications and
Technology