

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

簽訂日期：民國 105 年 06 月 07 日

生效日期：民國 105 年 06 月 07 日

The government of the Republic of China (Taiwan) and the government of St. Vincent and the Grenadines (hereinafter “ 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 ’ 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 St. Vincent and the Grenadines in raising the country ’ s 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. It also defines the areas of cooperation, the institutional aspects of the partnership, the content of cooperation projects, a framework for future cooperation, and general provisions.

Article 3

Areas of Cooperation

The Parties have identified the following areas of cooperation

in ICT:

I. E-government and E-governance

The ICT cooperation projects for the public sector shall be planned and implemented by considering 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. CT Infrastructure

Development of the ICT infrastructure shall be pursued according to the national development agenda of the government of St. Vincent and the Grenadines, and aligned with regional development goals.

III. ICT Capacity Building and Training

ICT education and training related to the above areas of cooperation shall be conducted to improve the quality of human resources.

Article 4

Cooperation Projects

The Parties shall commence their cooperation on the following projects:

I. Project Content

- i. The planning, development, and implementation of agreed application systems and physical ICT infrastructure for departments and agencies of the government of St. Vincent and the Grenadines:

The government of the Republic of China (Taiwan) shall work together with a team designated by the government of St. Vincent and the Grenadines to design, develop, implement, and monitor application systems agreed upon.

- ii. Human resources capacity building:

The government of the Republic of China (Taiwan) shall facilitate capacity building for project team members from St. Vincent and the Grenadines and other stakeholders through related training initiatives.

The content of the cooperation projects shall be adjusted depending on actual progress and disbursement of funds.

II. Executive Unit

The cooperation projects 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 an executive branch agency to coordinate and facilitate the progress of the various project tasks.

Article 5

Future Projects

- I. Other than the cooperation projects clearly outlined in this Agreement, the Parties shall discuss possible future projects by means of non-scheduled dialogue at different levels.
- II. Any subsequent agreement that is required for a future project shall be done in written form, 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 (hereinafter the “ project personnel ”)with ICT backgrounds 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 salaries and allowances of the project personnel 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.
- II. The government of St. Vincent and the Grenadines shall:
 - i. Appoint a project officer to oversee, plan, and facilitate coordination across departments, and carry out activities related to the projects.
 - ii. Provide the project personnel with necessary offices, office equipment, transportation, and utilities (for project use only).
 - iii. Issue appropriate personal identification to the project personnel to facilitate their work.
 - iv. Provide the project personnel with emergency medical care and first aid.
 - v. 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, as well as their family dependents, on their 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 upon 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), granting of CD license plates,

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 property 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

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 consent of the other party.

Article 9

Restrictions on Use of Information

The dissemination and utilization of information, and the 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 in writing 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 by the Parties and remain effective for five years. This Agreement shall supersede the previous ICT Agreement signed between the Parties in Kingstown on the eighth day of the eleventh month of the year two thousand and ten in the Gregorian calendar. The Parties shall review the performance of the projects under this Agreement one year before its expiry and decide accordingly whether to extend the duration of the Agreement. The Parties may extend this Agreement by mutual written consent.

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 the termination date to allow for the smooth termination of projects and recall of project personnel.
- II. The confidentiality obligation of this Agreement shall not become invalid following either its termination or expiry.

Article 14

Other Provisions

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

IN WITNESS WHEREOF, the undersigned, being duly authorized by

their respective governments, have signed this Agreement.

Done in duplicate in the Chinese and English languages, both texts being equally authentic, in Kingstown, Saint Vincent and the Grenadines on the seventh day of June in the one hundred and fifth year of the Republic of China (Taiwan), corresponding to the seventh day of June of the year two thousand sixteen of the Gregorian Calendar.

For the government of
the Republic of China
(Taiwan)

H.E. Baushuan Ger

Ambassador
Extraordinary and
Plenipotentiary to Saint
Vincent and the
Grenadines

For the government of
St. Vincent and the
Grenadines

Hon. Camillo Gonsalves

Minister of Economic
Planning, Sustainable
Development, Industry,
Information and
Labour