

法規名稱：AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CHINA (TAIWAN) AND THE GOVERNMENT OF THE REPUBLIC OF MALAWI ON MEDICAL COOPERATION

簽訂日期：民國 94 年 01 月 13 日

生效日期：民國 94 年 01 月 01 日

The Government of the Republic of China (Taiwan) and the Government of the Republic of Malawi (hereinafter referred to as "the Contracting Parties");

BEING desirous to strengthen and consolidate the existing friendly relations between the two countries; and

WISHING to promote medical cooperation;

HEREBY AGREE as follows:

#### ARTICLE I

The Government of the Republic of China (Taiwan), at the request of the Government of the Republic of Malawi, agrees to dispatch a Medical Mission of ten to fifteen personnel (hereinafter referred to as "the Mission") to serve in the Central Hospital at Mzuzu City in the Republic of Malawi.

The expertise of the Mission members shall be decided by the Contracting Parties.

#### ARTICLE II

The purpose of the Mission is, under the close cooperation with the medical personnel of the Central Hospital at Mzuzu City, to undertake therapeutic and preventive medical activities and offering consultative medical service.

The Mission shall not engage in matters relating to forensic medicine.

#### ARTICLE III

The Government of the Republic of Malawi agrees to provide expenditures, medical personnel and administrative support necessary for the operation of the Central Hospital at Mzuzu City.

ARTICLE IV

The Government of the Republic of China (Taiwan) agrees to pay travel expenses for members of the Mission to and from the Republic of Malawi, and their salaries, allowances, insurance fees and local transportation in the Republic of Malawi.

ARTICLE V

The Government of the Republic of Malawi agrees to:

- provide members of the Mission, free of charge, furnished housing and offices in the compound of the Central Hospital at Mzuzu City;
- exempt members of the Mission from taxes on their salaries and allowances earned from outside Malawi;
- exempt members of the Mission and their dependants from all import tariffs, duties and other taxes on their personal and household effects for a period of six months beginning from their arrival in the Republic of Malawi. The members of the Mission will also be exempted from export tariffs, duties and other taxes for personal effects shipped out of the Republic of Malawi at the end of their service;
- exempt the Mission from all import tariffs, duties and other taxes on the medicine, medical equipment, machinery and other materials required for the work of the Mission and facilitate customs clearance; and
- provide adequate security to members of the Mission and grant them the same courteous treatment as is accorded to the personnel of any third nation or of any international organization serving in the field of technical cooperation in the Republic of Malawi.

ARTICLE VI

The Government of the Republic of China (Taiwan) shall set up a "Taiwan Medical Scholarship" to sponsor eligible Malawian medical doctors to receive specialist training in Taiwan or in

the African region.

A Committee shall be formed to oversee the operations of the scholarship. The Committee will include one member each from the Embassy of the Republic of China (Taiwan) in Malawi, the Ministry of Health of the Republic of Malawi, and the Medical College of Malawi. The Committee meeting, whether periodical or not, will be convened by the Embassy of the Republic of China (Taiwan) in Malawi.

The requirements of applicants, the number of specialist trainees, and the amount of the annual medical scholarship will be proposed by the Committee through the Embassy of the Republic of China (Taiwan) and shall be finally decided upon by the Government of the Republic of China (Taiwan) every year. Funding for the Taiwan Medical Scholarship shall come from the annual budget of the Protocol of Cooperation between the Republic of China (Taiwan) and the Republic of Malawi.

#### ARTICLE VII

The Malawian trainees mentioned in Article VI shall be obliged to serve at the Central Hospital at Mzuzu City upon the completion of their specialist training. The period of their compulsory service should be equal to the number of years of the medical scholarship the trainee has received. Should the trainees, on their own accord, fail to return to and serve in the Republic of Malawi, the Malawi Government will be obligated to collect from the trainees an amount of money equal to that spent on the scholarship so that the funds can be reimbursed to the Government of the Republic of China (Taiwan).

#### ARTICLE VIII

Members of the Mission should be entitled to have the public holidays stipulated by the Contracting Parties in addition to their annual leave.

#### ARTICLE IX

The Contracting Parties should handle matters not stipulated in this Agreement or settle any dispute during the validity of this Agreement by means of friendly consultation.

ARTICLE X

The Agreement may be amended by mutual consent by the Contracting Parties through the exchange of diplomatic notes.

ARTICLE XI

This Agreement shall enter into force retrospectively on 1st January 2005 and remain valid until 31st December 2009. This Agreement may be extended automatically for further successive periods of five years each unless one of the Contracting Parties has denounced it in writing at least three months prior to the expiration of the current period.

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

DONE in duplicate in Chinese and English, both texts being equally authentic, at Taipei on this thirteenth day of the first month of the ninety fourth year of the Republic of China (Taiwan), corresponding to the thirteenth day of January of the year two thousand and five.

For the Government of  
the Republic of China (Taiwan)

For the Government of  
the Republic of Malawi

Tan Sun CHEN Ph.D.  
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