

法規名稱：MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CHINA (TAIWAN) AND THE GOVERNMENT OF SOLOMON ISLANDS REGARDING TAIWAN HEALTH CENTER IN SOLOMON ISLANDS

簽訂日期：民國 97 年 04 月 14 日

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The Government of the Republic of China (Taiwan) (hereinafter referred to as Taiwan) through the Department of Health, Executive Yuan of Taiwan (hereinafter referred to as DOH) and the Government of Solomon Islands (hereinafter referred to as SI) through its Ministry of Health and Medical Services (hereinafter referred to as SI Ministry of Health),

With reference to the "Agreement on Cooperation in Health between the Department of Health, Executive Yuan, Republic of China (Taiwan) and the Ministry of Health, Solomon Islands" (hereinafter referred to as the Agreement) and;

Desiring to strengthen the promotion of mutual co-operation in health issues between the two countries and;

With a view to the establishment of a "Taiwan Health Center in Solomon Islands" (hereinafter referred to as the Center) by DOH to implement the Agreement and the afore-said desires;

Have hereby confirmed and agreed the following understandings:

1. DOH shall, in accordance with laws and regulations of Taiwan and subject to its budgetary appropriations, take necessary measures to establish the Center in SI and to dispatch the necessary staff to SI for its operation according to the schedules to be agreed upon between the two governments.
2. The location of the Center shall be in Honiara, the capital of SI. The projects of the Center, however, shall be covering the whole jurisdiction territory of SI according to the nature of the projects.

- 3.The Center, with regard to its status and functions, shall be deemed as an affiliate office of the Embassy of the Republic of China (Taiwan) in Solomon Islands (hereinafter referred to as the Embassy) and consequently, the staff of the Center shall be endowed with official status.
- 4.Taiwan, through DOH shall provide the Center and its staff with the following supports:
 - a.Necessary budget for the establishment and maintenance of the Center including office equipments and necessary fund for its operation and projects, including cost of international travel between Taiwan and SI and/ or between SI and other countries;
 - b.Monthly salary and/or living allowance of the staff during the period of their assignments;
 - c.Monthly housing allowance for the staff of the Center;
 - d.Materials and medical supplies necessary for the performance of the duties and/or projects of the Center and its staff;
 - e.Overseas Health Insurance for medical care, hospitalization and referral back to Taiwan for the staff of the Center;
- 5.SI shall grant the Center and its staff the following supports, privileges, exemptions and benefits:
 - a.Providing free office space for the Center to be located and established which shall be adequate to accommodate a staff of maximum 6 persons;
 - b.Exemption from customs duties, taxes, and other governmental charges on all office equipments, materials, vehicles and medical supplies introduced into SI for use in the performance and/or operation of the duties of the Center and/or its staff;
 - c.Exemption from customs duties, taxes and other governmental charges on the staff of the Center for their personal and household effects introduced into SI for their own use within six months of their arrival;
 - d.Exemption from income tax and other governmental charges in respect of any remuneration, salary or allowances received

- by the Center or its staff in connection with their official activities;
- e.Exemption from working permits and taxes, including local taxes, for the local consumption of the staff of the Center.
 - f.Providing the staff of the Center access to the medical services of public clinics or hospitals, emergency medical attention and first aid;
 - g.Providing local transportation necessary for the performance of their duties in specified projects; should any project involves field trips to the SI outer islands or aboard, sharing of the costs and expenses should be discussed and agreed upon in advance among relevant parties;
 - h.Issuance of appropriate visas, identification cards, tax exemption cards to the staff of the Center to facilitate the performance of their functions and daily lives and activities.
- 6.In compliance with the regulations of SI concerning all personal durable goods imported or purchased free of customers duties, taxes and other governmental charges of any kind shall be re-exported unless:
- a.They are sold within the territory of SI with the payment of customs duties, taxes and other governmental charges of any kind, or donated to SI with its approval; or
 - b.Such re-exportation is impossible or inappropriate.
 - c.In the event when vehicles are transferred between the staff of the Center, all applicable taxes according to the laws of SI are to be exempted.
- 7.SI shall take every possible measure to ensure the personal safety and security of the staff of the Center in the course of performing their duties. SI shall also accord full international organization status to the Center and its staff and their properties and provide the Center and its staff with full aid and protection, including treatment no less favorable than the accord generally to nationals and staffs of most other states and/or international organizations that are

residing and performing the similar activities in the territory of SI; and fully inform, consult, corporate with and support the Center and its staff with respect to all matters concerning the projects of the Center.

8.SI shall bear claims, if any, relating directly or indirectly to any action or omission by the Center in the course of their official functions in SI, provided however that such claims do not raise from the gross negligence or willful misconduct on the part of the Center or its staff.

9.The staff of the Center shall comply with the laws and customs of SI and shall not engage in any private activity or enterprise for personal gain or profit during their assignment in SI. Any medically related activity must be conducted with prior approval and/or authorization by the relevant SI authority.

10.The Embassy and the Ministry of Foreign Affairs, External Trade and Immigration(hereinafter referred to as the Ministry), together with SI Ministry of Health and the Center shall hold consultations, from time to time, for the successful implementation of the MOU and to enhance the function of the Center.

11.This MOU shall enter into force on the date of signature. It may be amended by an Exchanges of Letters between DOH and SI Ministry of Health and shall remain in force unless either government terminates it by six months prior written notice to the other.

Done in duplicate in the English and Chinese languages, both texts being equally authentic, at Honiara on this 14th day of April 2008.

For the Government of The
Republic of China (Taiwan)

For the Government of Solomon
Islands

Hon. Sheng-Mou Hou, M.D.,

Hon. Johnson Koli, MP

M.P.H., Ph.D.

Minister of Health

Republic of China (Taiwan)

Minister of Health and Medical
Services

Solomon Islands