

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

簽訂日期：民國 97 年 07 月 28 日

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THIS MEMORANDUM OF UNDERSTANDING is made on this 28th day of July 2008 by and between the Government of the Republic of China (Taiwan) and the Government of the Republic of the Marshall Islands (hereinafter referred to as “the Parties”), regarding the establishment of a Taiwan Health Center in the Republic of the Marshall Islands.

RECITALS

WHEREAS, the “Agreement on Cooperation in Health” was signed by the Parties for mutual cooperation in the provision of medical services, improving health, and promoting mutual understandings and friendly relations between the Parties; and

WHEREAS, the Parties desire to further strengthen and promote mutual co-operation on health issues between the two countries, through the establishment of a Taiwan Health Center in the Republic of the Marshall Islands (“the Health Center”); and

WHEREAS, pursuant to the Palau Declaration signed by Republic of China (Taiwan) (“ROC (Taiwan)”) and its Pacific Allies on 4 September, 2006, the Department of Health, ROC (Taiwan), dispatched a medical team to be stationed in the Republic of the Marshall Islands (“RMI”); and

WHEREAS, the establishment of the Health Center, staffed by medical teams from the Department of Health, ROC (Taiwan), will assist the RMI Ministry of Health through the provision of medical expertise and supplies and the implementation of health

related projects in the RMI:

NOW THEREFORE, in consideration of these recitals and premises, and the mutual covenants set forth therein, the Parties hereto agree as follows:

1. Objectives of the Health Center

1.1 A Taiwan Health Center is to be established in the RMI,

which shall, in collaboration with the RMI Ministry of Health carry out the following objectives:

- (a) Promote public health through the execution of public health programs in the RMI on the prevention of Diabetes Mellitus and its related complications, including community screening, health education and case management;
- (b) Train medical personnel, specially targeting the needs of the RMI through the provision of short term professional training courses and mid-to-long term professional training programs; and
- (c) Coordinate with relevant counterparts in the RMI, through the RMI Ministry of Health and Embassy of the ROC (Taiwan), for the facilitation of medical exchanges and programs between the Parties.

2. Implementing Agencies

2.1 The implementing agencies for this Memorandum of

Understanding ("MOU") shall be the Department of Health, Executive Yuan of ROC (Taiwan) ("DOH") and the Secretary, RMI Ministry of Health ("the Secretary"), and shall include any other agency as agreed upon by the Parties from time to time.

3. Establishment of the Center

3.1 The DOH shall, in accordance with laws and regulations of

ROC (Taiwan) and subject to its budgetary appropriations, take necessary measures to establish the Center in the RMI

and to dispatch the necessary staff to the RMI for its operation after the signing of this MOU.

- 3.2 The Secretary shall, in accordance with the laws of the RMI, facilitate the DOH with the establishment and of the Center and implementation of its projects.

4. Functions of the Center and Staff

- 4.1 The functions of the Center shall be guided by the Taiwan Health Center Initiatives and Action Plan attached to this MOU as Schedule A or as revised by the Parties from time to time. Any revision to Schedule A shall be mutually agreed by the Parties in writing and annexed to this MOU.
- 4.2 The Center shall be headed by a Chief of Staff, who shall be responsible for the performance of the staff, and the overall administration and implementation of projects and programs under this MOU.
- 4.3 The Chief of Staff of the Center shall, in carrying out his or her functions under this MOU, consult with the Secretary as to the appropriateness of the project, Program or training prior to implementation and seek the support of the RMI Ministry of Health for its implementation. To the extent possible, the Chief of Staff and the Secretary must ensure that projects and Programs being implemented do not duplicate projects or Programs currently being implemented by the RMI Ministry of Health or other donor partners.
- 4.4 The Center shall be staffed by personnel who are qualified by training and experience to carry out the functions required under this MOU. Where functions of a staff member will involve diagnosis or treatment of patients in the RMI, the staff member must hold a valid medical license issued by medical authorities in the Republic of China (Taiwan) and medical authorities in the RMI.

5. Location

- 5.1 The location of the Center shall be in Majuro, Republic of

the Marshall Islands. Implementation of the projects of the Center shall cover the whole jurisdictional territory of the RMI according to the nature of the projects.

6. Status of the Center and Staff

6.1 In relation to its status and functions, the Center shall be deemed as an affiliate office of the Embassy and the staff of the Center shall have official status.

6.2 The Government of the Republic of the Marshall Islands undertakes to make every possible effort to ensure the personal safety and security of the staff of the Center in the course of performing their duties.

6.3 Except in relation to claims arising from the gross negligence or willful misconduct by the Center or its staff, the Government of the Republic of the Marshall Islands will bear all claims, if any, relating directly or indirectly to any action performed or omission made by the Center in the course of their official functions in the RMI.

7. Undertakings of the Government of Republic of China (Taiwan)

The Government of ROC (Taiwan), through the 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, as well as cost of international travel between ROC (Taiwan) and RMI and/or between RMI 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 dispatched from ROC (Taiwan);
- (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 ROC (Taiwan) for the ROC
(Taiwan)-dispatched staff of the Center.

8. Undertakings of the Government of the Republic of the
Marshall Islands

8.1 The Government of the Republic of Marshall Islands shall
grant the Center and its staff the following supports,
privileges, exemptions and benefits:

- (a) The provision of free office space for the Center to be
located and established, which shall be adequate to
accommodate a maximum staff of six;
- (b) exemption from customs duties and other governmental
charges on personal and household effects of ROC (Taiwan)-
dispatched staff of the Center, imported into the RMI
within six months of their date of arrival;
- (c) exemption from income tax and other governmental charges
in respect of any remuneration, salary or allowances
received by the Center or its ROC (Taiwan)-dispatched
staff in connection with their official functions;
- (d) access to the medical services of public hospitals,
emergency medical attention and first aid for the staff of
the Center;
- (e) provision of local transportation necessary for the
performance of duties in specified projects;
- (f) exemption from the requirement to obtain work permits or
entry visas for ROC (Taiwan)-dispatched staff of the
Center, although police and health clearances will be
required;
- (g) issuance of appropriate identification cards and tax
exemption cards to staff of the Center to facilitate the
performance of their functions.

8.2 Should any project of the Center involve field trips to the
outer islands of the RMI, the Parties may agree in advance
to the sharing of costs and expenses.

9. Undertakings of Staff of the Center

9.1 In accordance with the laws of the RMI, staff of the Center shall ensure that all personal durable goods imported or purchased free of customs duties, taxes and charges are re-exported unless:

- (a) they are sold within the territory of the RMI with payment of customs duties, taxes and charges of any kind, or donated to the Government of the Republic of the Marshall Islands; or
- (b) such re-exportation is impossible or inappropriate.

9.2 In the event that vehicles are transferred between ROC (Taiwan)-dispatched staff during their term of assignment, such exchange shall be exempt from all applicable taxes of the RMI. 9.3 Staff of the Center shall comply with the laws and customs of the RMI and shall not engage in any private activity or enterprise for personal gain or profit during their assignment in the RMI. Staff of the Center must obtain the prior approval of the Secretary before conducting any medically related activity that would acquire revenues or profit.

10. Consultations between the Parties

10.1 From time to time, following notification through the usual diplomatic channels, the Parties may hold consultations for the successful implementation of this MOU and for enhancing the functions of the Center.

10.2 In the even that there is a dispute or differences as to the interpretation or application of any provision of this MOU, the Parties shall endeavor to resolve such differences amicably.

11. Amendments and Termination

11.1 This MOU may be amended by an Exchange of Letters between the Ministry of Foreign Affairs of the Republic of the Marshall Islands and the Embassy of the Republic of China

(Taiwan) in Majuro.

11.2 Any amendment mutually agreed on by the Parties shall be annexed to this MOU in writing.

11.3 This MOU shall remain in force until six (06) months after the date of a written notification from one Party to the other of an intention to terminate it.

12. Effective Date

12.1 This MOU shall enter into force on the date of signature by the Parties.

IN WITNESS WHEREOF, the Memorandum of Understanding is signed on this 28th day of July 2008 in Majuro.

Done in duplicate in the English language.

For the Government of the
Republic of
China (Taiwan):

H.E. Bruce J.D. Linghu
Ambassador of the
Republic of China
(Taiwan) to the Republic
of the Marshall Islands

Co-Signed as the
Executive Body by:
On behalf of Minister of
Health,

For the Government of the
Republic of the Marshall
Islands:

H.E. Christopher J. Loeak
Minister in Assistance to
the President
Acting Minister of Foreign
Affairs
Republic of the Marshall
Islands

Co-Signed as the
Executive Body by:
Hon. Amenta Matthew
Minister of Health



Hon. Fang-Yue Lin, M.D., Republic of the Marshall
Ph.D Islands

Hon. Tzay Jinn Chen,
M.D., M.P.H
Deputy Minister of Health
Republic of China
(Taiwan)

Approved as to Legal
form:

Hon. Filimon Manoni
Attorney General
Republic of the Marshall
Islands