

法規名稱：AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CHINA (TAIWAN) AND THE GOVERNMENT OF THE KINGDOM OF SWAZILAND ON THE MATERNAL AND INFANT HEALTH CARE IMPROVEMENT PROJECT

簽訂日期：民國 105 年 07 月 27 日

生效日期：民國 105 年 07 月 27 日

#### Preamble

Whereas the Republic of China (Taiwan) has an advanced health system in the field of maternal and infant health care services;

Whereas the Republic of China (Taiwan) is willing to assist the Ministry of Health of the Kingdom of Swaziland (hereinafter referred to as “ MOH ” ) to improve its capacity and delivery in the field of maternal and infant health care services;

Whereas the MOH is willing to accept the assistance offered by the Republic of China (Taiwan) in the field of maternal and infant health care services;

Whereas the Government of the Republic of China (Taiwan) and the Government of the Kingdom of Swaziland (hereinafter referred to as “ the Parties ” ) desire to cooperate and jointly implement a Maternal and Infant Health Care Improvement Project (hereinafter to as “ the Project ” ) with a view to improving the maternal and infant health care system and increasing the accessibility of maternal and infant care services to the Kingdom of Swaziland;

The Parties have agreed as follows:

#### Article 1

##### Objective

The primary objective of this Agreement is to assist the Government of the Kingdom of Swaziland in increasing the accessibility of maternal and infant health care services.

#### Article 2

##### Project Implementation

The Parties agree to implement the Project according to its Project proposal, wherein the specific content of the project proposal shall be determined in writing by the Parties.

#### Article 3

##### Project Budget

The total budget for this Project will be US\$1,459,421, of which

US\$1,349,421 shall be provided by the Government of the Republic of China (Taiwan) through the International Cooperation and Development Fund (hereinafter referred to as the “TaiwanICDF”), and with the remainder of US\$110,000 being matching grants provided by the Government of the Kingdom of Swaziland through its Ministry of Health.

#### Article 4

##### Project Account

- 1 The MOH, through the approval of the Ministry of Finance of the Kingdom of Swaziland, shall establish a designated account at a commercial bank in the Kingdom of Swaziland for the Project (hereinafter referred to as the “Account”), thereby allowing funds to be transferred to implement this Project.
- 2 The Parties shall respectively designate a Project Manager (ROC Project Manager) and a Project Coordinator (Swazi Project Coordinator) to open and manage the Account, and to close the Account after the termination of the Project.
- 3 During project implementation the TaiwanICDF will, in accordance with quarterly project implementation reports and requests for disbursement submitted by the MOH and following the receipt and review of the accuracy of such quarterly operational and financial reports by the ROC Project Manager, transfer funds to the Account.
- 4 Any expenditure withdrawn from the Account shall be agreed and signed in relevant documents by both the ROC Project Manager and the Swazi Project Coordinator beforehand.
- 5 Any funds remaining in the Account upon the termination of the Project shall be returned to the Government of the Republic of China (Taiwan).

#### Article 5

##### Obligations of the Government of the Republic of China (Taiwan)

- 1 In accordance with the project proposal agreed by the Parties, the Republic of China (Taiwan) will allocate a budget of US\$1,349,421 for the project period.
- 2 The foregoing budget will include the salary, medical care, insurance, round-trip flight tickets, welfare, retirement compensation, official vehicles, and ICT equipment etc., for the ROC Project Manager, and the expenses associated with the tasks carried out by several short-term consultants from the Republic of China (Taiwan) during project implementation, and other operations-related expenses falling under the administration of the Government of the Republic of China (Taiwan).
- 3 Appoint the ROC Project Manager as a counterpart to collaborate with the Swazi Project Coordinator and cooperate

on, coordinate and manage the implementation of the Project, as well as transfer Project techniques to the MOH, and the Project ' s participating public health personnel, and also dispatch short-term experts to provide consultancy services and technical assistance as required for the Project in accordance with the needs of its various stages.

- 4 In accordance with the project design and schedule jointly planned by the Parties, the ROC Project Manager will assist the Government of the Kingdom of Swaziland in the:
  - i) Capacity building among personnel at health care units;
  - ii) Upgrading of the functions of health care units.
- 5 The Embassy of the Republic of China (Taiwan) in the Kingdom of Swaziland will be responsible for overseeing the Project ' s progress for the duration of project implementation.

#### Article 6

##### Obligations of the Government of the Kingdom of Swaziland

- 1 In accordance with the project proposal agreed by the Parties, the Kingdom of Swaziland will allocate a budget of US\$110,000 for the project period.
- 2 The MOH will be responsible for supervising, managing and implementing the Project for the duration of project implementation.
- 3 The MOH will appoint a Swazi Project Coordinator as a counterpart to be responsible for planning, coordinating and managing each of the Project ' s work components in cooperation with the ROC Project Manager so as to ensure the promotion and implementation of the Project.
- 4 Designate suitable staff to be responsible for accounting and cashier duties, as well as for providing organized quarterly reports of fund utilization and a detail ledger of the Account, including bank statements, for the confirmation of the Parties.
- 5 In accordance with the progress of project implementation, provide the Embassy of the Republic of China (Taiwan) in the Kingdom of Swaziland and the TaiwanICDF with quarterly funding statements, quarterly project reports, annual reports and a completion report.
- 6 Agree to offer as a priority the official vehicles and ICT equipment mentioned in the above Paragraph 2 of Article 5 to other projects implemented by the Government of the Republic of China (Taiwan) or the TaiwanICDF following the termination of the Project.
- 7 Issue appropriate identification documents to the ROC Project Manager, short-term experts, long-term experts, technical staff and volunteers dispatched by the Republic of China (Taiwan) (hereinafter referred to as the " Project Personnel " collectively) for project implementation.

8 Adopt appropriate measures to ensure the personal safety of, and make emergency medical care and first aid readily available to the Project Personnel.

## Article 7

### Exemptions and Courtesies

To implement the Project under the prevailing laws of Swaziland, the Government of the Kingdom of Swaziland agrees to exempt Project-related materials, equipment and supplies from customs duties and other taxes and provide the Project Personnel and their dependents the following benefits during their service in Swaziland:

- a) Exemption from all residential and local taxes, and income tax on salaries;
- b) Exemption from all importation and customs taxes and other duties on personal and household goods imported from overseas;
- c) Exemption from all taxes and fees related to the use of vehicles for the Project, including but not limited to fees incurred in transferring the ownership of any such vehicle.
- d) The facilitation of visa applications, entry into, departure from and residence in Swaziland, and the issuance of appropriate identification documents;
- e) Other special privileges, conveniences and exemptions on sales taxes and taxes incurred on any transfers of property, just as Swaziland accords the staff members of specialized agencies of the United Nations.

## Article 8

### Education and Scholarships

The Parties agree that the MOH, as needed, may recommend project-related personnel, following the approval of the Embassy of the Republic of China (Taiwan) in the Kingdom of Swaziland or another authorized agency acting for the Government of the Republic of China (Taiwan), to participate in short- and long-term workshops and higher education scholarship programs that are offered by TaiwanICDF, such that when this Project is completed, they may continue to perform its operations.

## Article 9

### Entry into Force, Amendment and Extension

- 1 This Agreement shall enter into force on the date of signature by the Parties and remain effective for three years. The implementation period of the Project shall be according to its work plan.
- 2 Any amendment to this Agreement may be implemented only by the mutual written consent of the Parties.
- 3 Any extension to this Agreement may be implemented only by the

mutual written consent of the Parties.

## Article 10

### Termination

- 1 This Agreement may be terminated by either Party giving six (6) months ' written notice in advance to the other Party. Upon such termination, no further funding will be defrayed and the remaining budget will be returned to the Government of the Republic of China (Taiwan) with immediate effect.
- 2 This Agreement may further be terminated in the event that:
  - i) Either of the Parties commits a breach of the terms and conditions of this Agreement, and fails to remedy such breach , within ninety (90) calendar days after receiving written notice from the other Party to this Agreement.
  - ii) Impossibility of Performance due to unforeseeable circumstances.
- 3 The termination of this Agreement, for whatever reason, shall not affect the rights of either of the Parties that may have accrued before the termination of this Agreement; or which specifically or by their nature survives the termination of this Agreement.

## Article 11

### Dispute Resolution

In case a dispute of interpretation or implementation of this Agreement should arise, the Parties shall resolve the dispute through compromise.

## Article 12

### Contact Points

The Parties elect the following addresses as their respective contact points at which all notices and other communications must be delivered for the purposes of this Agreement:

- i) The Kingdom of Swaziland
  - Principal Secretary
  - Ministry of Health
  - 2nd Floor , Ministry of Justice Building
  - P.O.Box 5
  - Mbabane H100
  - Tel: (00268) 24042431
  - Fax: (00268) 24047420
- ii) The Republic of China (Taiwan)
  - The Ambassador
  - Embassy of the Republic of China (Taiwan)
  - Mahlokohla Street, Mbabane
  - P.O.Box 56
  - Mbabane H100
  - Tel: (00268) 24042379 24044740

Fax: (00268) 24046688

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, at Mbabane City on the 27th day of the 7th month of the year of one hundred and fifth year of the Republic of China (Taiwan), corresponding to the 27th day of July of two thousand and sixteen of the Gregorian calendar.

For the Government of  
the Republic of China  
(Taiwan)

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Thomas J. C. Chen

Ambassador of the  
Republic of China  
(Taiwan) to the  
Kingdom of Swaziland

For the Government of  
the Kingdom of  
Swaziland

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Sibongile Ndlela-Simelane

Minister  
The Ministry of Health,  
Kingdom of Swaziland