

法規名稱：EXECUTIVE AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CHINA AND THE GOVERNMENT OF THE PHILIPPINES CONCERNING TECHNICAL COOPERATION

簽訂日期：民國 53 年 08 月 25 日

生效日期：民國 53 年 08 月 25 日

The Government of the Republic of China and the Government of the Republic of Philippines,

HAVING in mind the existing friendly relations between the two countries and their peoples;

FIRMLY desiring to further strengthen those relations;

CONSIDERING their common interest in cultivating and encouraging the technical and economic development of their respective countries; and

RECOGNIZING the benefits to be derived by both countries from a closer technical cooperation,

HAVE AGREED upon the following:

ARTICLE I

1 The Contracting Parties shall endeavour to cooperate and support each other, within the limits of their possibilities, in technical problems in the fields mentioned in Article 2 of the present Agreement. Such cooperation shall take place on a basis of equal partnership.

2 Arrangements regarding individual projects shall be concluded on the basis and within the framework of the present Agreement

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ARTICLE II

The arrangements referred to in paragraph 2 of Article I of the present Agreement shall provide for the Government of the Republic of China to assist the Government of the Republic of the Philippines:

1 In the establishment of technical training and demonstration centers by dispatching Chinese technicians and by providing technical and agricultural equipment;

2 By dispatching Chinese experts and/or consultants for specific projects.

ARTICLE III

On the basis of arrangements concluded under paragraph 2 of Article I of the present Agreement, the Government of the Republic of China shall further endeavour to assist the Government of the Philippines:

- 1 By providing Philippine trainees opportunities to receive training at technical and or agricultural institutions in the Republic of China;
- 2 By promoting the advanced agricultural education of Philippine specialists in the Republic of China;
- 3 By undertaking to pay the salaries of the experts and technicians from the Republic of China who are dispatched to the Philippines under the present Agreement.

ARTICLE IV

The Government of The Republic of the Philippines shall:

- 1 At its own expense provide as necessary land and buildings including appurtenances for the individual projects in the Philippines;
- 2 Bear the costs of operation and maintenance for the individual projects, including the costs of equipment and supplies required;
- 3 Provide at its own expense indigenous technical and auxiliary staffs required for the individual projects as well as interpreters;
- 4 pay the per diem of sixty pesos to the experts and technicians from the Republic of China for the entire period of their official stay in the Philippines to cover expenditures for hotel accommodations, subsistence and miscellaneous expensiveness;
- 5 Make appropriate arrangements to ensure that, after a reasonable lapse of time, the technicians from the Republic of China can be succeeded by suitable Philippine technicians;
- 6 Bear the costs of round-trip air transportation fare for the experts and technicians from the Republic of China between Taipei and Manila;
- 7 Provide local transportation for the experts and technicians

from the Republic of China and bear the costs of operation and maintenance thereof.

Details of the items contained in the preceding paragraphs and/or of other items shall be settled between the Parties by means of the arrangements referred to in paragraph 2 of Article I of the present Agreement.

ARTICLE V

The Government of the Republic of the Philippines shall, within the framework of projects of technical assistance and especially of projects in respect of which arrangements shall have been concluded under paragraph 2 of Article I of the present Agreement:

- 1 Permit the experts and technicians from the Republic of China as well as members of their immediate families to freely enter or leave the Philippines free of charge at any time;
- 2 Provide the experts and technicians from the Republic of China with identity papers and undertake to assure them of the full assistance of the competent Philippine authorities in the performance of the tasks assigned to them.

ARTICLE VI

The Contracting Parties shall, subject to a special arrangement to be concluded, inform each other of the training and working plans of mutual interest for the purpose of the implementation of technical cooperation.

ARTICLE VII

- 1 The present Agreement shall enter into effect on the day on which the signing takes place and remain in force for a period of two (2) years. Unless either Government shall have given notice in writing of its intention to terminate the present Agreement three months prior to the date of expiration, it shall continue in force for another period of one year and for each similar succeeding period thereafter subject, however, to the same procedure with respect to the termination of the Agreement. The present Agreement shall be subject to revision at any time by common accord.
- 2 After the expiration of this Agreement, any projects arranged

under paragraph 1 of Article II not fully implemented shall be carried to their completion, unless otherwise terminated by mutual consent.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement.

DONE at Manila on this 25th day of August, 1964, in two originals, both in the English language.

For the Government of the Republic of China:

(Signed)

Han Lin-wu

Ambassador Extraordinary and Plenipotentiary of the Republic of China

For the Government of the Republic of the Philippines:

(Signed)

Mauro Mendez

Secretary of Foreign Affairs of the Republic of the Philippines