

法規名稱：EXCHANGE OF LETTERS BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CHINA AND THE GOVERNMENT OF THE KINGDOM OF LESOTHO CONSTITUTING THE SUPPLEMENT TO THE TECHNICAL COOPERATION AGREEMENT

簽訂日期：民國 57 年 11 月 13 日

生效日期：民國 57 年 11 月 13 日

I Note From Mr. Edward Y.Kuan, Chinese Ambassador to Lesotho,
to Mr. Leabua Jonathan, Prime Minister and Minister of Foreign Affairs of the Kingdom of Lesotho.

EL 57316 13th November, 1968

Excellency,

I have the honour to refer to the Agreement on Technical Cooperation between the Republic of China and the Kingdom of Lesotho signed today at Maseru. It is the understanding of my Government that in connection with this Agreement the following points have been mutually agreed to:

- (1) With respect to the disposal of agricultural products under Article 6, it should be understood that the Chinese Agricultural Mission (hereafter referred to as the Mission) has full right to reserve all of or a part of the agricultural products for sale to defray the expenses enumerated in paragraphs (2) and (4) hereunder.
- (2) With respect to the provision of furnished quarters under Article 7, it should be understood that the Lesotho Government shall make available to the Mission two or three furnished houses on a rental basis, at a monthly rent not more than that when rented to Lesotho Government officials, with water, electricity and telephone fees borne by the Mission; or the Mission shall construct its own quarters, purchase the necessary furniture, and bear water, electricity and telephone fees; or the Mission shall rent the houses from the Lesotho Government first and then construct its own quarters at a later date. In any case, all of the expenses incurred shall be reimbursed to the Mission from the proceeds resulting from the sale of the agricultural products raised by the Mission.

ion. In the event that such proceeds realized cover only a portion of the expenses, the Mission shall be solely responsible for the remaining portion.

- (3) With respect to the undertakings of land preparation under Article 8, it should be understood that the Lesotho Government shall provide without cost to the Mission the necessary tools and machinery for reclaiming the land. It is further understood that if during the Agreement period any casual labours are required, workers shall be recruited by the Lesotho Government and the Mission shall pay the wages according to the local wage scale.
- (4) With respect to the provision of a motor vehicle under Article 9, it should be understood that the Lesotho Government shall make available a motor vehicle with driver to the Mission on arental basis, at a monthly rent not more than that when rented to Lesotho governmental agencies; or the Mission shall purchase its own vehicle, hire a driver, and bear the costs of its insurance, maintenance, repair, and fuel; or the Mission shall rent the vehicle from the Lesotho Government first and then purchase its own vehicle at a later date. In any case, all of the expenses incurred shall be reimbursed to the Mission from the proceeds resulting from the sale of the agricultural products raised by the Mission in Lesotho. In the event that the proceeds realized only cover a portion of the expenses, the Mission shall be solely responsible for the remaining portion.

I have the honour to propose that this Note and Your Excellency's reply confirming the foregoing understanding shall constitute a supplement to the Agreement signed today to enter into force on the date of Your Excellency's Note in reply.

Please accept, Excellency, the renewed assurances of my highest consideration.

(Signed)

Edward Y. Kuan

The Right Honourable

Chief Leabua Jonathan

Prime Minister and Minister of

Foreign Affairs

MASERU

II Note from Mr. Leabua Jonathan, Prime Minister and Minister of Foreign Affairs of the Kingdom of Lesotho, to Mr. Edward Y.K-uan, Chinese Ambassador to Lesotho.

NOTE No.9

13th November, 1968

Excellency.

I have the honour to acknowledge receipt of Your Excellency's Note No. EL-57316 of today's date which reads as follows:

"I have the honour to refer to the Agreement on Technical Cooperation between the Republic of China and the Kingdom of Lesotho signed today at Maseru. It is the understanding of my Government that in connection with this Agreement the following points have been mutually agreed to:

(1) With respect to the disposal of agricultural products under Article 6, it should be understood that the Chinese Agricultural Mission (hereafter referred to as the Mission) has full right to reserve all of or a part of the agricultural products for sale to defray the expense enumerated in paragraphs (2) and (4) hereunder.

(2) With respect to the provision of furnished quarters under Article 7, it should be understood that the Lesotho Government shall make available to the Mission two or three furnished houses on a rental basis, at a monthly rent not more than that when rented to Lesotho Government officials, with water, electricity and telephone fees borne by the Mission; or the Mission shall construct its own quarters, purchase the necessary furniture, and bear water, electricity and telephone fees; or the Mission shall rent the houses from the Lesotho Government first and then construct its own quarters at a later date. In any case, all of the expenses incurred shall be reimbursed to the Mission from the proceeds resulting from the sale of the agricultural products raised by the Mission. In t-

he event that such proceeds realized cover only a portion of the expenses, the Mission shall be solely responsible for the remaining portion.

(3) With respect to the undertakings of land clearance and land preparation under Article 8, it should be understood that the Lesotho Government shall provide without cost to the Mission the necessary tools and machinery for reclaiming the land. It is further understood that if during the Agreement period any casual labours by the Lesotho Government and the Mission shall pay the wages according to the local wage scale,

(4) With respect to the provision of a motor vehicle under Article 9, it should be understood that the Lesotho Government shall make available a motor vehicle with driver to the Mission on a rental basis, at a monthly rent not more than that when rented to Lesotho governmental agencies; or the Mission shall purchase its own vehicle, hire a driver, and bear the costs of its insurance, maintenance, repair, and fuel; or the Mission shall rent the vehicle from the Lesotho Government first and then purchase its own vehicle at a later date. In any case, all of the expenses incurred shall be reimbursed to the Mission from the proceeds resulting from the sale of the agricultural products raised by the Mission in Lesotho. In the event that the proceeds realized only cover a portion of the expenses, the Mission shall be solely responsible for the remaining portion.

I have the honour to propose that this Note and Your Excellency's reply confirming the foregoing understanding shall constitute a supplement to the Agreement signed today to enter into force on the date of Your Excellency's Note in reply."

In reply, I have the honour to confirm, on behalf of the Government of the Kingdom of Lesotho, that the foregoing is also the understanding of my Government, and that Your Excellency's Note and this Note shall constitute a supplement to the Agreement signed today, effective from today's date.

Please accept, Excellency, the renewed assurances of my high-

est consideration.

(Signed)

Leabua Jonathan

His Excellency

Mr. Edward Y. Kuan

Ambassador of the Republic of China

MASERU

EXCHANGE OF LETTERS

I Letter from Mr. Matete Majara, Minister of Agriculture, the
Kingdom of Lesotho, to Mr. Edward Y. Kuan, Chinese
Ambassador.

AG/DEV/S.5

13th November, 1968

H.E. Ambassador E.Y. Kuan

Chinese Embassy

Maseru

Dear Mr. Ambassador,

I have the honour to refer to agreement to Technical
Co-operation

between the Republic of China and the Kingdom of Lesotho signed
today at Maseru, and to propose the Agricultural Terms of Refer-
ence as follows:

- 1 For the first year of operation the programme will be confined
to an eight acre plot of the Mejametalana irrigation project.
- 2 Expansion of the project to other areas will be considered as
a result of the first year's operation at Mejametalana.
- 3 The Head of the Chinese Mission will be responsible for keepi-
ng exact records of the costs of production, as the economic
feasibility of the project must be capable of analysis. These
records shall be made available to Ministry of Agriculture as
and when required.
- 4 All seed or planting materials of all cultivars introduced fr-
om outside Lesotho muse be of certified origin, and if import-
ed from outside Southern Africa, should be accompanied by Int-

ernational Phyto-Sanitary certificates indicating freedom from disease, insect infestation, etc.

5 No seed or planting material will be distributed to farmers without the agreement of the Ministry of agriculture.

6 The Head of the Chinese Mission will have direct access to a Senior Office to be nominated by the Ministry of Agriculture, who will be Liaison Officer concerning organizational and technical considerations.

7 The trainees and/or labour required by the Chinese Mission will be selected by the Ministry of Agriculture.

I shall appreciate being informed that the proposals above acceptable.

Yours sincerely,

(Signed)

Matete Majara

Minister of Agriculture

II Letter from Mr. Edward Y. Kuan, Chinese Ambassador, to Mr.

Matete Majara, Minister of Agriculture, the Kingdom of Lesotho

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EL-57317

13th November, 1968

The Hon. Minister M. Majara

Ministry of Agriculture

Maseru

Dear Mr. Minister,

I have the honour to acknowledge receipt of your letter Ref. AG/DEV/S.5 of today's date reading as follows:

"I have the honour to refer to the Agreement on Technical Cooperation between the Republic of China and the Kingdom of Lesotho signed today at Maseru, and to propose the Agricultural Terms of Reference as follows:

1 For the first year of operation the programme will be confined to an eight acre plot of the Mejametalana irrigation project.

2 Expansion of the project to other areas will be considered as a result of the first year's operation at Mejametalana.

- 3 The Head of the Chinese Mission will be responsible for keeping exact records of the costs of production, as the economic feasibility of the project must be capable of analysis. These records shall be made available to the Ministry of Agriculture as and when required.
- 4 All seed or planting materials of all cultivars introduced from outside Lesotho must be of certified origin, and if imported from outside Southern Africa, should be accompanied by International Phyto-Sanitary certificates indicating freedom from disease, insect infestations, etc.
- 5 No seed or planting material will be distributed to the farmers without the agreement of the Ministry of Agriculture.
- 6 The Head of the Chinese Mission will have direct access to a Senior Officer to be nominated by the Ministry of Agriculture, who will be Liaison Officer concerning organisational and technical considerations.
- 7 The trainees and or labour required by the Chinese Mission will be selected by the Ministry of Agriculture.

I shall appreciate being informed that the proposals above are acceptable.”

In reply, I wish to inform you that the Agricultural Terms of Reference as proposed in your letter under reference are acceptable.

Yours sincerely,
(Signed)
Edward Y. Kuan
Ambassador of China