

法規名稱：AGREEMENT OF TECHNICAL COOPERATION BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CHINA AND THE GOVERNMENT OF THE REPUBLIC OF NAURU (AD.1991.12.05)

簽訂日期：民國 80 年 12 月 05 日

生效日期：民國 80 年 12 月 05 日

The Government of the Republic of China and the Government of the Republic of Nauru, in the spirit of friendly relations existing between the two countries and their peoples,

Recognizing that the maintenance of these relations constitutes the basis for the present Agreement, and

Desiring to enhance and consolidate these relations by means of closer cooperation in the field of agricultural development, Have agreed as follows:

Scope of the Agreement

Article I

The Government of the Republic of China agrees to send to the Republic of Nauru an agricultural technical mission hereinafter referred to as "the Mission", composed of one Chief and two members, to carry out demonstration projects on aquaculture, vegetable and fruit trees for a period of two years from the date of arrival of the Mission in the Republic of Nauru.

Article II

The Mission shall provide technical training in aquaculture, vegetable and fruit trees to the trainees selected by the Government of the Republic of Nauru; the number of the trainees and method of training shall be decided upon consent by the Mission Chief and the Government of the Republic of Nauru.

Sufficient land for the purpose of the Mission's demonstration shall be made available by the Government of the Republic of Nauru. The agricultural produce grown by the Mission, except the portion thereof required for personal consumption by the Mission and for the use of seeds and specimens, shall be handed over to the Government of the Republic of Nauru for their disposition.

Obligations of the Parties

Article III

The Government of the Republic of China agrees:

- (a) to pay salaries, air tickets between Taipei and Nauru, living expenses and insurance premiums for all members of the Mission during the period of their service in the Republic of Nauru;
- (b) to pay any other expense for all members of the Mission arising from surgery, dental treatment and hospitalization as well as other medical treatments required to be administered outside of the Republic of Nauru;
- (c) to pay all expenses arising from administration of the Mission, except as otherwise stated elsewhere in this Agreement;
- (d) to supply the Mission with farming machineries, tools, irrigation equipments, seeds, fertilizers and pesticides, which are produced in the Republic of China and needed for the implementation of this Agreement, and
- (e) to pay the repair expenses of the farming machineries and equipments.

Article IV

The Government of the Republic of Nauru Agrees:

- (a) to provide the Mission with services of local technical and/or administrative personnel;
- (b) to provide adequate office space with necessary facilities needed for the work of the Mission;
- (c) to provide all members of the Mission with suitable housing accommodations with essential hard furnishings and supply of water and electricity;
- (d) to provide all members of the Mission with necessary visas, working permits and other documents required during their service in the Republic of Nauru;
- (e) to pay expenses of regular medical examinations and treatments for all members of the Mission;
- (f) to provide the Mission Chief with one motor vehicle;
- (g) to provide the Mission with such other farming tools as may be agreed mutually between the Government of the Republic of Nauru and the Mission Chief to be necessary to supplement t-

- those specified in subsection (d) of Article III;
- (h) to provide transport for the machineries, tools, materials and other equipments referred to in subsection (d) of Article III to the Project site;
 - (i) to provide the Mission with an appropriate labour force to carry out its programme as may be agreed mutually between the Government of the Republic of Nauru and the Mission Chief;
 - (j) to pay the transportation and subsistence expenses of the local staff participating in the projects under this Agreement and;
 - (k) to provide the Mission with necessary assistance for quarantine purpose in the importation of items as specified in subsection (d) of Article III.

Article V

The Mission and its members including the Chief shall enjoy the following privileges and exemptions during their stay in the Republic of Nauru:

- (a) exemption from income taxes on the salaries and other allowances received from the Government of the Republic of China;
- (b) exemption from import taxes on the furniture and effects of each member and his family including one motor vehicle, imported within six months from the date of his first arrival to take up his post in the Republic of Nauru;
- (c) exemption from all duties on professional and technical equipments which shall include a motor vehicle to be used in connection with duties to be performed in the Republic of Nauru;
- (d) exemption from taxes on the importation of all items referred to in subsection (d) of Article III, and;
- (e) other privileges and exemptions no less favourable than those granted to other foreign technicians under technical cooperation agreements with the Republic of Nauru;
- (f) to guarantee the same repatriation facilities in time of international crisis for the Mission members as are enjoyed by

the diplomatic corps;

- (g) in so far as specific points are not covered within the subsections of this Article, to apply to the Mission members to their goods, chattels and effects, and salaries, the same privileges as would normally be enjoyed by Nauru Government Senior Civil Servants of comparable rank and seniority.

General Provisions

Article VII

This Agreement shall enter into force upon the date of signature by both parties and shall remain valid for a period of two years from the date of arrival of the Mission in the Republic of Nauru

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Article VII

Either party may terminate this agreement by giving ninety (90) days notice in writing to the other party.

Article VIII

The Agreement and all subsequent supplementary arrangements may be amended upon common agreement between the two Governments.

Article IX

Any dispute relating to the interpretation of any provision of this agreement may be resolved by resorting to mutual discussion by both parties.

In witness whereof, the undersigned, duly authorized thereto by their respective Governments, have signed this Agreement.

Done in Taipei in duplicate, in the English language, on this Fifth day of the Twelfth month of the Eightieth year of the Republic of China, corresponding to the Fifth day of December of the year One Thousand Nine Hundred and Ninety-one.

For the Government of
the Republic of China

(Signed)

Dr. Fredrick F. Chien

Minister of Foreign Affairs

For the Government of
the Republic of Nauru

(Signed)

Bernard Dowiyogo, M.P.

President and Minister for

External Affairs