

法規名稱：AGREEMENT ON AGRICULTURAL TECHNICAL COOPERATION BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CHINA AND THE THE GOVERNMENT OF THE REPUBLIC OF THE FIJI ISLANDS

簽訂日期：民國 90 年 09 月 06 日

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The Government of the Republic of the China and the Government of the Republic of the Fiji Islands, in the spirit of friendly relations existing between the two countries and their peoples; Desiring to enhance and consolidate these relations by means of closer cooperation in the field of agricultural development; Have agreed as follows:

Agricultural Technical Mission Members

The Government of the Republic of China agrees to send to the public of the Fiji Islands an agricultural technical mission (hereinafter referred to as "the Mission"). The Mission shall be composed of a Mission Leader and five members to carry out demonstration and research in vegetable and tropical fruits production for a period of three years. The five members shall consist of an extension specialist, a horticultural research scientist, and three other members to be appointed when the needs arise.

Article 2

Mission Research / Extension Activities

- (a) The Mission will continue with the research work on the selection of vegetable and tropical fruits varieties that are of suitable quality and / or for off - season production. To enable the transfer of technology, the Mission will provide more appropriate demonstrations on farms and also produce publications for use by both extension workers and farmers.
- (b) The Mission will investigate to select vegetable crops and tropical fruits best adapted to the local conditions with potential market and formulate a production and marketing pilot project. The project would cover organizing vegetable and tropical fruits production, and marketing units in order

- to assist the establishment of farmers' organization, vegetable and tropical fruits production and marketing systems.
- (c) The Government of the Republic of the Fiji Islands shall make land available for the purpose of the Mission's activities. The agricultural produce grown by the Mission, except the portion thereof required for personal consumption by the Mission and for use of seeds and specimens, shall be handed over to the Government of the Republic of the Fiji Islands for sale. The proceeds of the sale shall be deposited to the Agricultural Development Revolving Fund.
- (d) To establish the Agricultural Development Revolving Fund, a joint account managed by the Government of the Republic of China and the Government of the Republic of the Fiji Islands, which is exclusively for the purpose of the Agricultural Development in Fiji Islands.
- (e) The Agricultural Development Revolving Fund will not be used without the mutual consent of the Government of the Republic of the Fiji Islands and the Government of the Republic of China.

Article 3

Mission Finance Commitments and Activities

The Government of the Republic of China agrees:

- (a) to pay salaries, air tickets between Taipei and Suva, living expenses and insurance premiums for all members of the Mission during the period of their service in the Republic of the Fiji Islands;
- (b) to pay for all members of the Mission any expenses arising from surgery, dental treatment and hospitalization as well as other medical treatment required to be administered outside the Republic of the Fiji Islands;
- (c) to pay all expenses arising from administration of the Mission, except as otherwise stated in the Agreement;
- (d) to supply the Mission with farming machinery, tools, irrigation equipment, seeds, fertilizers and pesticides, which are

- manufactured and produced in the Republic of China, and vehicles needed for the implementation of this Agreement;
- (e) to pay the running and repair expenses of the farming machinery, equipment and vehicles;
 - (f) a delegation will be invited at a time mutually agreed between the countries to observe, study and decide on appropriate agricultural developments applicable to local environment /situation; and
 - (g) to provide short - term experts to commission a study on value-added considering excess production in fruits and root crops and enhance the capability of the Product Development Unit at the Koronivia Research Station Agricultural Laboratory.

Article 4

Fiji Government Commitments and Undertaking

The Government of the Republic of the Fiji Islands agrees to:

- (a) provide the Mission with services of graduate scientists whenever possible from within Fiji Ministry of Agriculture, Fisheries and Forests' staffing establishment;
- (b) provide the Mission with services of local technical and/or administrative personnel;
- (c) provide adequate office space with necessary facilities needed for the work of the Mission;
- (d) provide all members of the Mission with suitable housing accommodation with suitable hard furnishings and supply of water and electricity;
- (e) provide all members of the Mission with necessary visas, work permits, and other documentation required during their services in the Republic of the Fiji Islands;
- (f) provide for regular medical examinations and treatment at Government medical facilities for all members of the Mission within the Republic of the Fiji Islands;
- (g) provide the Mission Leader with one motor vehicle and its maintenance;

- (h) provide the Mission with such other farming tools as may be agreed to mutually between the Government of the Republic of the Fiji Islands and the Mission Leader to be necessary to supplement those specified in the subsection (d) of Article 3 above;
- (i) provide transport for the machinery, tools, materials and other equipment referred to in subsection (d) of Article 3 from Suva to the project site or other islands;
- (j) provide the Mission with sufficient labor to enable it to carry out its program as may be agreed to mutually between The Government of the Republic of the Fiji Islands and the Mission Leader;
- (k) provide the transportation and subsistence costs of the counterpart staff participating in the projects under this Agreement; and
- (l) provide the Mission with the necessary assistance for quarantine purposes concerning the importation of items as specified in subsection (d) of Article 3 provided that such assistance complies with the Plant Quarantine Act and Regulations of the Republic of the Fiji Islands.

Article 5

Privileges, Exemptions and Immunities

The Mission and its members including the Leader shall enjoy the following privileges and exemptions during their stay in the Republic of the Fiji Islands:

- (a) exemptions from income taxes on the salaries and other allowances received from the Government of the Republic of China ;
- (b) exemption from import duties on personal and house effects including professional instruments, apparatus and implements of each member and his immediate family who are not Fiji nationals or have not acquired permanent residence status in the Republic of the Fiji Islands provided that such goods are imported within 6 months from the date of his/her arrival

- to take up post in the Republic of the Fiji Islands. The expression "personal and household effects" shall not be taken to include boats, firearms, motor vehicles, motor scooters, food and consumables;
- (c) exemptions from fiscal duty on all goods including any plant, machinery and equipment which shall include a motor vehicle and materials to be used by the Mission in connection with the duties to be performed in the Republic of the Fiji Islands provided that import Value Added Tax (VAT) liability shall be paid at the time of the importation;
 - (d) exemptions from fiscal duty on the importation of all items referred to in subsection (d) of Article 3 provided that the import VAT liability is paid at the time of importation;
 - (e) other privileges and exemptions no less favorable than those granted to other foreign technicians under technical cooperation agreements with the Republic of the Fiji Islands;
 - (f) liability to pay the VAT on imported goods used by the Mission to carry out its work program is to be born by Fiji Ministry of Agriculture, Fisheries and Forests; and
 - (g) disposal of goods within 5 years cleared under duty concession shall be subject to the provisions of Section 17 of the Customs Tariff Act.

Article 6

Activation Date and Duration of Project

This Agreement shall enter into force upon last signature, and shall remain valid for a period of 3 years retroactively from 25th April 2001 to 24th April 2004. Either Government may terminate the Agreement ninety (90) days after notice in writing has been given to the other Government.

Article 7

Project Reviews

Parties to this Agreement shall meet every six months to reassess the project activities.

Article 8

Amendment of the Agreement

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

In Witness Whereof, the undersigned, duly authorized there to by their respective Governments, have signed this Agreement.

Done respectively in Taipei on this 23rd day of the eighth month of the year Two Thousand and One and in Suva on this 6th day of the eighth month of the year Two Thousand and One.

For the Government of
The Republic of the China

For the Government of
The Republic of Fiji Islands

Tien, Hung - Mao
Minister of Foreign
Affairs

Apisai V. Tora
Minister for Agriculture,
Fisheries, Forests & ALTA