

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

簽訂日期：民國 88 年 02 月 10 日

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The government of the Republic of China and the government of the Republic of the Marshall Islands being desirous of further strengthening the friendly relations existing between the two countries and promoting agricultural technical cooperation, have agreed through their respective representatives upon the following articles:

#### Article I

The government of the Republic of China agrees to send the Republic of the Marshall Islands an Agricultural Technical Mission ( hereinafter referred to as "the Mission" ), composed of experts residing on both long-term and short-term basis, including a Chief of the Mission, to carry out experimental projects on cultivation and improvement of crop varieties (vegetables, fruits and sweet potatoes etc.), to improve techniques of agro-processing packaging and marketing, to provide techniques of livestock farm administration and management, and to assist in undertaking investigation of feed development, control of livestock disease and artificial insemination of swine.

#### Article II

The government of the Republic of the Marshall Islands shall make available to the Mission suitable land at Laura of about 6 hectares which shall be designated for an experimental farm for vegetables and fruits, and a livestock and poultry farm.

#### Article III

All produce of the experimental and livestock farms run 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 the Marshall Islands to be disposed of as that government sees fit.

#### Article IV

The government of the Republic of China agrees:

- (a) to pay the cost of transportation to and from the Marshall Islands and the stipends and living expenses of all members of the Mission during the period of their service in the Republic of the Marshall Islands;
- (b) to pay all the expenses arising from the administration of

- the Mission including the operational costs of the experimental and livestock farms unless otherwise provided in the Agreement;
- (c) to be responsible for accident and medical insurance for all members of the Mission ;
  - (d) to supply the Mission at Laura farm equipment, seeds, fertilizers, agricultural chemicals, pesticides, and farming machineries manufactured in the Republic of China, as are necessary for the establishment of the experimental farm and associated projects.

#### Article V

The government of the Republic of the Marshall Islands agrees:

- (a) to provide the Mission and its members with suitable furnished office facilities and suitable housing facilities including water and electricity at Laura farm for all members of the Mission and their dependents, and to be responsible for the routine maintenance and repair of such facilities;
- (b) to permit duty-free importation of all items specified in subsection (d) of Article IV, and in accordance with government of the Republic of the Marshall Islands policy and to transport them from the port or airport of entry to their destinations;
- (c) to provide the Mission with services of experienced experts of the Marshall Islands as decided by mutual consent of the two Governments;
- (d) to designate a counterpart to the Chief of the Mission and to render all necessary assistance to the Mission; and
- (e) to make available to the Mission its Ministry of Resources and Development piggery and poultry facilities for appropriate collaborative investigation and development, as agreed upon by the two governments.

#### Article VI

For all members of the Mission and their dependents, the government of the Republic of the Marshall Islands undertakes:

- (a) to ensure access to the medical services of public clinics or hospitals;
- (b) to ensure the right to import free of duty, during the period of their service in the Republic of the Marshall Islands, household and personal effects in accordance with government of the Republic of the Marshall Islands Tax Policies, which shall not be sold or freely disposed of by the members of the Mission before the termination of their assignment;
- (c) to exempt from taxation on all stipends, emoluments and allowances paid to them by the government of the Republic of China or as specified by the government of the Republic of the Marshall Islands Taxation Policy on Technical Cooperati-

- on;
- (d) to arrange for the necessary visas, residence and work permits that are required by local government regulations; and
  - (e) to grant privileges and exemptions no less favourable than those granted to other foreign experts and their dependents under similar technical cooperation agreements with the Republic of the Marshall Islands.

#### Article VII

In case any member of the Mission is found unsuitable to continue to perform his duties, the government of the Republic of China shall have the right to recall him from his post and to replace him with another, and shall pay the cost for his transportation from the Marshall Islands

#### Article VIII

The members of the Mission shall refrain from engaging in activities that are inconsistent with the duty of the Mission specified in Article I.

#### Article IX

- (a) The Agreement shall enter into force on the date of signing and shall remain in force until the expiry of two years' service of the Mission in the Marshall Islands unless extended for the same period by mutual consent through an exchange of notes between the two governments;
- (b) At the completion of the term of service of the Agricultural Technical Cooperation Mission, all assets specified in Article IV(d) including any stock and equipment will be transferred to the Ministry of Resources and Development of the government of the Marshall Islands as mutually agreed upon by both governments.

#### Article X

This Agreement may be terminated upon ninety (90) days' prior notice in writing by either government to the other.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto by their respective governments, have signed this Agreement.

Done at Taipei in duplicate, in the Chinese and the English language, both texts being equally authentic, on the tenth day of the second month of the eighty-eighth year of the Republic of China, corresponding to the tenth day of February of the year one thousand nine hundred and ninety nine.

For the Government of  
the Republic of China  
Lee Teng -hui  
President

Republic of China

For the Government of  
the Republic of the Marshall Islands  
Imata Kabua  
President  
Republic of the Marshall Islands