

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

簽訂日期：民國 92 年 09 月 30 日

生效日期：民國 92 年 09 月 30 日

AGRICULTURAL TECHNICAL COOPERATION AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CHINA AND THE GOVERNMENT OF TUVALU

The Government of the Republic of China and the Government of Tuvalu, desirous of further promoting and strengthening the friendly relations between the two countries, have decided to expand their existing technical cooperation to the development of Tuvalu's agricultural sector, and have agreed to the following:

Article 1

- 1.The Government of the Republic of China agrees to dispatch to Tuvalu an Agricultural Technical Mission (hereinafter referred to as "the Mission") whose size shall be determined by the two governments.
- 2.Being subject to the prior consent of landowners as jointly determined by the two Governments, the Mission agrees:
 - (a) to conduct demonstrations on the planting of vegetables, root crops and tree crops as well as other crops to be determined by the two Governments in experimental farms in Tuvalu;
 - (b) to designate the agricultural nursery facility on Funafuti as an experimental farm for the production of varieties of vegetable, fruits and other crops to be determined by the two governments.
 - (c) to conduct extension projects aiming at increasing agricultural production in Tuvalu by providing information and advice on improved agricultural techniques to the management staff of the Department of Agriculture of the Ministry of Natural Resources, or to selected farmers at places to be determined by the two Governments.
- 3.Any new project to be undertaken, or any change to the existi-

ng projects being undertaken by the Mission, shall be agreed upon through exchange of notes between the two Governments.

Article II

The Government of the Republic of China agrees:

- 1.to defray the traveling expenses of the Mission to and from Tuvalu and to pay the salaries of its members during the period of their service in Tuvalu;
- 2.to pay the appropriate electricity and water bills for any housing facilities provided by the Government of Tuvalu and used by the Mission;
- 3.to supply the Mission with the farming implements, tools, fertilizers, pesticides and other materials needed for its demonstrations;
Further provision of such machinery, equipments, seeds, fertilizers, pesticides, and other items needed for the establishment and implementation of new projects shall be agreed upon between the two Governments;
- 4.to provide the Mission with the appropriate vehicles for the projects agreed upon between the two governments;
- 5.for the convenience of the Missions staff and projects, to provide the mission with other goods and services agreed upon through exchange of notes between the two Governments, unless otherwise provided for in this Agreement; and
- 6.to hand over to the Government of Tuvalu all agricultural products of the Mission in excess of the amounts required for demonstrations and the Mission's own consumption.

Article III

The Government of Tuvalu agrees:

- 1.to provide adequate land for the Mission to carry out its work as specified in Article I, 2, (a) of this Agreement;
- 2.to provide members of the Mission in each of the projects with appropriate furnished living quarters with water and electricity, and pay for the rent of the housing;

- 3.to provide and pay for the labor required to assist in establishing and implementing the projects defined in this Agreement ;
- 4.to exempt from all import, customs, sales, and other duties and taxes all items referred to in Article II, 3 of this Agreement; and
- 5.to grant members of the Mission:
 - (a) exemption from taxation on their salaries and allowances;
 - (b) exemption from all import, customs and other duties and taxes on their personal and household effects introduced upon their first entry in Tuvalu;
 - (c) medical treatment on the same terms granted to civil servants employed by the Government of Tuvalu; and
 - (d) equal treatment, for other points not specifically covered under this Article, as that accorded to members of a mission from any third country implementing in Tuvalu a technical cooperation project for the development of Tuvalu.

Article IV

This Agreement shall enter into force on the date of its signature by both Governments and shall remain valid for a period of three years. It may thereafter be renewed for successive three years periods through exchange of notes between the two Governments;

Article V

This Agreement may be terminated by a ninety (90) days prior written notice by either Government to the other. This Agreement is done in duplicate in the Chinese and English languages, both texts being equally authentic.

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

Done at Funafuti on this Thirtieth day of the month of September



of the Ninety-second year of the Republic of China, corresponding to the Thirtieth day of the month of September of the year two thousands and three of the Gregorian calendar.

For the Government of
The Republic of China

For the Government of
Tuvalu

H.E. Antonio C.S. Chen
Ambassador to Tuvalu
Republic of China

Hon. Samuelu P. Teo
Minister of Natural
Resources
Tuvalu