

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

簽訂日期：民國 93 年 06 月 01 日

生效日期：民國 92 年 12 月 12 日

The Government of the Republic of China and the Government of Solomon Islands in view of the existing close and cordial ties between the two countries and fraternal friendship between the two peoples and with the mutual desire to continue the preceding agricultural technical cooperation, have agreed as follows:

Article I

- (a) The Government of the Republic of China agrees to dispatch a Technical Mission (hereinafter referred to as the Mission) to carry out the projects agreed upon between the Government of the Republic of China and the Government of Solomon Islands under this Agreement.
- (b) The Mission shall cooperate with the Department of Agriculture and Livestock of Solomon Islands (hereinafter referred to as the Department) in undertaking the following projects:
 - 1. Providing technical assistance for community farmers on the production and marketing of rice and its rotation crops, including the supply of farming inputs (seeds, fertilizers, pesticides), chemical spraying and rice milling equipment, extension support, and the establishment of on-farm rice demonstration plots in the provinces;
 - 2. Training of agricultural workers selected by the Department;
 - 3. Seed production;
 - 4. Crop variety screening and introduction of new farming technologies; and
 - 5. Pilot scheme of small-scale pig and poultry raising.

Article II

The Department shall assist Model Communities in securing loans

for rice production. Model Communities are the selected communities which are most suitable for rice farming within the country and shall receive technical supervision from the Mission.

Article III

The Government of the Republic of China agrees:

- (a) to pay the Taipei-Honiara round-trip expenses for the Leader and members of the Mission, and their remuneration and living expenses during their service in Solomon Islands;
- (b) to defray all the administration expenses of the Mission except specified otherwise in this Agreement;
- (c) to be responsible for the life and accident insurance for the Leader and members of the Mission;
- (d) to provide the Agricultural Training Centre of the Mission and the Training/Demonstration Farm with farm machinery, tools, farming inputs which are not procurable in Solomon Islands, as well as with transportation, farm buildings, and other necessary facilities or equipment;
- (e) to pay for the running and maintenance expenses of the aforesaid farm machinery, transportation, farm buildings, and facilities or equipment; and
- (f) to assist the Department to establish an experimental system to supply farm tools, farming inputs to project farmers and to market the farmers' produce, by charging a fee reflecting the production, importation, processing or handling costs; the fee so charged shall be deposited in special revolving fund account at a co-signatory authorization for the control of the account by the Department and the Mission; the revolving fund shall be solely for the use of the projects.

Article IV

The Government of Solomon Islands agrees:

- (a) to permit duty-free entry of all items referred to in subsection (d) of Article III and to provide free quarantine examination for such entry;

- (b) to provide the Mission with other farm machinery, tools and equipment deemed to be necessary to supplement those specified in subsection (d) of Article III;
- (c) to designate one full-time liaison officer from the Department with responsibility to coordinate between the Department and the Mission; and
- (d) to assign the relevant Division and Section at Headquarters of the Department and its Agricultural Divisions in the provinces that shall work together with the Mission in the implementation of the projects.

Article V

To the Leader and members of the Mission, the Government of Solomon Islands shall undertake:

- (a) to provide appropriate housing for the Mission Leader and members; such housing shall have adequate water and electricity supply and shall be provided in the same manner and under the same conditions as accorded to senior civil servants of Solomon Islands;
- (b) to provide local transportation and accommodation for Mission members on official trips to family islands outside Honiara;
- (c) to provide with the same medical service and benefits as accorded to Solomon Islands citizens;
- (d) to permit duty-free entry of personal and household effects at the time of taking up their assignment or during their service or within the extended period as may be granted by the Controller of Customs and Excise of Solomon Islands; no such items imported duty free shall be sold or disposed of by members of the Mission before the termination of their assignment without paying pro-rata duty on those items;
- (e) to grant tax exemption on the stipends, emoluments and allowances paid to them by the Government of the Republic of China;
- (f) to accord them the right to open a "non-resident external

- account" with a commercial bank in Solomon Islands for depositing their stipends, emoluments and allowances received from the Government of the Republic of China, and the right to transfer to any other country at any time the balance in such an account;
- (g) to exempt them from immigration and visa requirements, alien registration and work permit;
 - (h) to guarantee the same repatriation facilities in time of international crisis normally available to diplomatic envoys ; and
 - (i) to provide treatments not less favourable than that provided to comparable personnel working in Solomon Islands.

Article VI

The Government of Solomon Islands shall hold liability for any damages associated with the execution of this Agreement, and shall assume the responsibility to settle any claim for damage that may be brought against the Mission or the Government of the Republic of China, arising from any activities in connection with this Agreement, unless the damage, as determined jointly by both Governments, is due to grave mistake and willful misconduct .

Article VII

This Agreement shall retroactively enter into force from the twelfth day of December 2003 after its signature and shall remain in force for four years.

Article VIII

The Agreement may be terminated upon written notice by either Government, and shall so be terminated ninety days after the receipt of such notice.

Article IX

This Agreement may be amended by mutual agreement between the

two Governments through the exchange of notes.

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

Done in duplicate in Chinese and English, both texts being equally authentic, at Honiara this 1st day of the 6th month of the ninety-third year of the Republic of China, corresponding to the 1st day of the 6th month of the year two thousand and four.

FOR THE GOVERNMENT OF
THE REPUBLIC OF CHINA

H.E. Antonio C. S.Chen
Ambassador of Extraordinary and
Plenipotentiary

FOR THE GOVERNMENT OF
SOLOMON ISLANDS

Hon. Paul Maenu MP
Minister for Agriculture and
Livestock