

法規名稱：AGREEMENT OF TECHNICAL COOPERATION BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CHINA AND THE GOVERNMENT OF THE REPUBLIC OF FIJI (AD.1994.05.17)

簽訂日期：民國 83 年 05 月 17 日

生效日期：民國 82 年 04 月 25 日

The Government of the Republic of China and the Government of the Republic of Fiji, 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:

Article I

The Government of the Republic of China agrees to Send to the Republic of Fiji an agricultural technical mission (hereinafter referred to as "the Mission"), composed of one chief and five members to carry out vegetable production and research and repair of fishing boats for a period of two (2) years.

Article II

The Mission shall provide technical training on vegetable production and other related research activities including repairs to fishing boats to trainees selected by the Government of the Republic of Fiji. The number of the trainees and method of training shall be agreed mutually by the Mission Chief and the Representative of the Government of the Republic of Fiji.

Sufficient land for the purpose of the Mission's activities shall be made available by the Government of the Republic of Fiji.

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 Fiji for disposal.

Article III

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

Fiji;

- (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 Fiji; treatment and hospitalization as well as other medical treatment required to be administered outside the Republic of Fiji;
- (c) to pay all expenses arising from administration of the Mission, except as otherwise stated elsewhere in the Agreement;
- (d) to supply the Mission with farming machineries, tools, irrigation equipment, seeds, fertilizers and pesticides, which are manufactured and produced in the Republic of China, and vehicles, to be needed for the implementation of this Agreement; and
- (e) to pay the running and repair expenses of the farming machineries, equipment and vehicles.

Article IV

The Government of the Republic of Fiji 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 documentation required during their service in the Republic of Fiji;
- (e) to provide for regular medical examinations and treatment at Government medical facilities for all members of the Mission within Fiji;
- (f) to provide the Mission Chief with one motor vehicle and its maintenances;
- (g) to provide the Mission with such other farming tools as may be agreed mutually between the Government of the Republic of

- Fiji and the Mission Chief to be necessary to supplement those specified in subsection (d) of Article III above;
- (h) to provide transport for the machineries, tools, materials and other equipments referred to in subsection (d) of Article III from Suva to the Project site or other Islands;
 - (i) to provide the Mission with sufficient labour to enable it to carry out its programme as may be agreed mutually between the Government of the Republic of Fiji and the Mission Chief ;
 - (j) to provide the transportation and subsistence costs of the counterpart staff participating in the projects under this Agreement; and
 - (k) to provide the Mission with necessary assistance for quarantine purposes concerning the importation of items as specified in subsection (d) of Article III.

Article V

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

- (a) exemption 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 household 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 Fiji provided that such goods are imported within 6 months from the date of his/her arrival to take up post in the Republic of Fiji; the expression "personal and household effects" shall not be taken to include boats, firearms, motor vehicle, motor scooters, food and consumables;
- (c) exemptions from Fiscal duty on all goods including any plant , machinery, 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 Fiji provided that import Vat liability shall be paid at the time of im-

rtation;

- (d) exemptions from Fiscal duty on the importation of all items referred to in subsection (d) to Article III provided that the import Vat liability be paid at the time of importation;
- (e) other privileges and exemptions no less favourable than those granted to other foreign technicians under technical cooperation agreements with the Republic of Fiji;
- (f) liability to pay the Value Added Tax (VAT) on imported goods used by the Mission to carry out its work programmes is to be paid for Irythe Ministry for Primary Industries, Forestry and Cooperatives;
- (g) disposal of goods within five years cleared under duty concession shall be subject to the provisions of Section 17 of the Customs Tariff Act.

Article VI

This Agreement shall enter into force upon signature, and shall remain valid for a period of two (2) years retroactively from April 25, 1993 to April 24, 1995. Either Government may terminate it ninety (90) days after notice in writing has been given to the other Government.

Article VII

Parties to this Agreement shall meet on six monthly basis to reassess the project activities.

Article VIII

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

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

Done respectively in Taipei on this 21st day of the third month of the year One Thousand Nine Hundred and Ninety Four and in Suva on this 17th day of the fifth month of the year One Thousand Nine Hundred and Ninety Four.

For the Government of
the Republic of China

For the Government of
the Republic of Fiji

[Singed]

Ling Shiang-Nung

Vice Chairman

Council of Agriculture

Executive Yuan

[Singed]

Permanent Secretary

Ministry of Primary Industries

Forestry & Cooperatives