

法規名稱：(終)AGREEMENT ON AGRICULTURAL TECHNICAL COOPERATION BETWEEN THE REPUBLIC OF CHINA AND THE REPUBLIC OF KIRIBATI

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AGREEMENT ON AGRICULTURAL TECHNICAL COOPERATION BETWEEN THE REPUBLIC OF CHINA AND THE REPUBLIC OF KIRIBATI

The Government of the Republic of China (Taiwan) (hereinafter referred to as "the ROC/Taiwan") and the Government of Kiribati (hereinafter referred to as "Kiribati", and the two countries jointly as "the Contracting Parties"), desiring to further strengthen their existing friendly relations through the transfer of development experience and promoting agricultural technical cooperation between their two countries, and recalling the Memorandum of Understanding for the Implementation of Agricultural Technical Cooperation signed at Tarawa on 9 January 2004, have agreed through their respective representatives upon the following articles:

Article 1

ROC/Taiwan agrees to dispatch to Kiribati a Technical Mission (hereinafter referred to as "the Mission"), comprising of long-term and short-term experts, including a Chief of the Mission, to implement the following activities, in accordance with priorities agreed by the Contracting Parties: a) Carry out demonstration and extension projects on cultivation and improvement of crop varieties (vegetable and fruit); b) Provide improved techniques in livestock (chicken and pig) farm administration and management; c) Improve quarantine techniques to control diseases related to livestock and other newly introduced species of plants; d) Provide improved techniques of aquaculture farm administration and management, including the introduction of milkfish hatchery technique and introduction of new species for fish farming (i.e. blue and other shrimps, and red tilapia - *Oreochromis Nirotica*); e) Improve feed formulation for livestock and fish-farming; f)

Train I-Kiribati farmers in methods to improve their soil through the application of organic manure for fruit and vegetable farming; g) Assist farmers in Kiribati to establish a "Production and Marketing Team" for vegetable and fruit production; h) Organize various training programs or courses for local farmers and fishermen; and i) Collaborate with Kiribati in identifying suitable personnel to undertake appropriate training courses in ROC/Taiwan from time to time.

Article 2

Kiribati shall make available to the Mission suitable land at Tarawa about 1 to 2 hectares, which shall be used for the Mission's headquarters and dormitory for its technical experts and as a demonstration farm for vegetables and fruits.

Article 3

a) All produce of the demonstration and livestock and aquaculture farms, except the portion required for personal consumption by members of the Mission, and for the use of seeds and specimens, shall be handed over to Kiribati who will determine how these will be used. Kiribati may, however, consider agreeing to the use of farm produce, including feed, fertilizer, etc., for distribution to local farmers at minimal cost or for sale to the general public. Funds generated from the sale could be deposited in a "Revolving Fund" to be managed jointly by Kiribati and the Mission. These funds will be used in the development of aquaculture and agricultural project farms under this technical cooperation program. b) All data and information gathered from the activities of the Mission will be provided to Kiribati, and intellectual property in any discoveries made as a consequence of the activities of the Mission shall vest jointly in the Contracting Parties. Either of the Contracting Party may not exploit commercially any data or information gathered, or any discovery made, as a consequence of the activities of the Mission without the

agreement of the other Contracting Party.

Article 4

ROC/Taiwan agrees to :

- a) Provide appropriately qualified personnel for the Mission, all of whom will be fluent in the English language; b) Pay the costs of transportation to and from Kiribati, the stipends and living expenses, and accident and health insurance of all members of the Mission during the period of their service in Kiribati; c) Pay all expenses arising from administration of the Mission, including the operational costs of the demonstration farm including the costs of utilities, and maintenance and repair of facilities unless otherwise stated elsewhere in this Agreement; d) Supply the Mission with vehicles for the implementation of the Agreement; e) Supply the Mission with feed, farming machinery, tools, seeds, fertilizers, pesticides, and other materials and equipment as may be required to ensure the successful implementation of the program; f) Take every precaution to ensure that any introduced species of plant, animal or fish will not pose a threat to the existing biodiversity of Kiribati. In the event that such a threat arises following the introduction of a species of plant, animal or fish, the Contracting Parties will use every endeavour to cooperate in the eradication of that threat; and g) Comply with all relevant laws of Kiribati.

Article 5

Kiribati agrees to :

- a) Provide the Mission and its members with suitable office facilities and suitable housing facilities including water and electricity supply, and to be responsible for the routine maintenance and repair of such facilities; b) Exempt expatriate members of the Mission from income tax and other taxes on their salary and allowances, whether paid in cash or in kind; c) Exempt expatriate members of the Mission from import duties, port tax, and

any other tax or government charges on household effects and other articles for their personal use and consumption brought into Kiribati; d) Exempt expatriate members of the Mission from import duties, port tax, and any other tax or government charges on motor vehicles, other equipment, machinery, and other materials necessary for the Mission to carry out its work; e) If the items imported duty-free in accordance with paragraphs (c) and (d) of this Article are used for any purpose other than for the reason described the duty, taxes and charges previously exempted will become due and payable by the Mission immediately, unless such other purpose has been approved in writing by the Comptroller of Customs; and f) Offer special consideration regarding the personal safety and security of members of the Mission; g) Obtain all development consents required by law for the activities of the Mission, with the financial assistance, where available, of the ROC/Taiwan.

Article 6

For all expatriate members of the Mission and their dependents, Kiribati undertakes to:

- a) Ensure access to medical services through public clinics or hospitals in accordance with existing Government policies;
- b) Facilitate the issuance of visas, residence and work permits as may be required by law; and
- c) Grant privileges and exemptions no less favourable than those granted to other foreign experts and their dependents under similar technical cooperation agreements with Kiribati.

Article 7

Kiribati shall provide the Mission with appropriate counterparts and local technical and/or administrative personnel.

Article 8

The Mission shall cooperate closely with designated counterpart agencies and organizations in each area of cooperation; and pro-

mote the active participation of civil society in its various activities.

Article 9

In the event any member of the Mission is found unsuitable to continue to perform his duty, ROC/Taiwan shall have the right to recall him from his post and arrange a replacement. All expenses relating to the recall and replacement shall be met by ROC/Taiwan.

Article 10

Members of the Mission shall refrain from engaging in activities that are inconsistent with the role of the Mission specified in Article 1.

Article 11

Should any dispute arise concerning the activities of the Mission, the Contracting Parties undertake to use their best endeavours to resolve such disputes amicably, in a spirit of goodwill. If necessary, representations may be made on a government-to-government basis, in the same spirit of goodwill.

Article 12

This Agreement shall enter into force on the date of signature by duly authorized representatives of the Contracting Parties, and shall remain valid for a period of three years. It may be renewed upon such terms and conditions as may be agreed by the Contracting Parties through an Exchange of Notes.

This Agreement may be amended by mutual consent between the Contracting Parties through an exchange of notes. Termination may be effected by either Contracting Party giving written notice to the other Party at least six months prior to the intended date of termination.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto by their respective Governments, have signed this Agreement on the tenth day of February in the Ninety-three Year of ROC/Taiwan, corresponding to the tenth day of February of two thousand and four.

DONE in English language.