

法規名稱：AGREEMENT ON AGRICULTURAL TECHNICAL COOPERATION BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CHINA (TAIWAN) AND THE GOVERNMENT OF THE REPUBLIC OF NAURU

簽訂日期：民國 95 年 02 月 13 日

生效日期：民國 95 年 02 月 13 日

The Government of the Republic of China (Taiwan) (hereafter referred to as "Taiwan") and the Government of the Republic of Nauru (hereafter referred to as "Nauru," and the two governments jointly as "the Contracting Parties"), desiring to further strengthen their existing friendly relations through agricultural technical cooperation,

Have agreed as follows:

Article 1

Taiwan agrees to provide technical assistance to Nauru by dispatching a Technical Mission (hereafter referred to as "the Mission"), composed of long-term and short-term experts, including a Chief of the Mission, to carry out experiments, demonstrations and extension (training) programs on cultivation and improvement of crop varieties (vegetables and fruits); to provide the techniques of aquaculture farm application and management; and to carry out livestock experiment projects.

Article 2

Nauru shall make available to the Mission suitable lands for a fruit and vegetable garden plots; an aquaculture demonstration farm and a livestock demonstration farm.

Article 3

The Mission shall provide technical training sessions on cultivation of vegetables and fruit trees, on aquaculture, and on livestock applications to trainees selected by Nauru. The number of sessions and trainees and the methods of training shall be decided with the consent of Nauru and the Mission.

Article 4

The designated area for agriculture activities will be utilized by the Mission to develop and establish a fruit and vegetable garden plot for demonstration purposes. This area will be solely used by the Mission for experimental and extension (training) programs. The disposal of stocks will be controlled by Nauru and the Mission. The income generated from the distribution of stocks shall be used as a revolving fund, to be controlled by Nauru and the Mission. The fund shall primarily be used for needs related to cooperation projects.

Article 5

The designated area for aquaculture activities will be utilized by the Mission to develop and establish an aquaculture farm for demonstration purposes. This area will be solely used by the Mission for experimental and extension (training) programs. The disposal of stocks will be controlled by Nauru and the Mission. The income generated from the distribution of stocks shall be used as a revolving fund, which will be controlled by Nauru and the Mission. The fund shall primarily be used for needs related to cooperation projects.

Article 6

The designated area for livestock will be utilized by the Mission to develop and establish a livestock farm for demonstration purposes. This area will be solely used by the Mission for experimental and extension (training) programs. The disposal of stocks from this portion will be controlled by Nauru and the Mission. The income generated from the distribution of stocks shall be used as a revolving fund, which will be controlled by Nauru and the Mission. The fund shall primarily be used for needs related to cooperation projects.

Article 7

Taiwan agrees:

- (1) to pay the costs of transportation to and from Nauru, the stipends and accident and medical insurance of all members of the Mission during the period of their service in Nauru;
- (2) to pay the expenses arising from administration of the Mission, including the operational costs of the demonstration farms, unless otherwise stated elsewhere in this agreement;
- (3) to supply the Mission with vehicles for the implementation of this agreement and;
- (4) to supply the Mission with farming machinery, tools, equipment, fencing, seeds, fertilizers and pesticides, and safe storage for these items.

Article 8

Nauru agrees:

- (1) to provide the Mission and its members with suitable furnished office facilities, suitable housing facilities, including water and electricity supplies, and to be responsible for the routine maintenance and repair of such facilities;
- (2) to pay the lease to Landowners for land used in this Agreement at a rate comparable to national land-lease rates;
- (3) to exempt from income tax and other taxes Mission members' salaries and allowances;
- (4) to exempt from Customs duties and other taxes the household effects and other articles for personal use and consumption brought into Nauru by Mission members;
- (5) to exempt from Customs duties and other taxes any motor vehicle, office equipment, machinery, and other materials necessary for the Mission to do its work;
- (6) to allow special consideration regarding the personal safety and security in their status as functionaries of international organizations.

Article 9

For all members of the Mission and their dependents, Nauru undertakes:

- (1) to ensure access to medical services by public clinics or hospitals;
- (2) to arrange for the necessary visas, and residence and work permits that are required by local government regulations and;
- (3) to grant privileges and exemptions no less favorable than those granted to other foreign experts and their dependents under similar technical cooperation agreements with Nauru.

Article 10

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

Article 11

The members of the Mission shall refrain from engaging in activities that are inconsistent with the duties of the Mission specified in Article 1.

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 five years. Thereafter it shall be automatically renewed for further successive periods of five years each unless either Contracting Party terminates it upon six months prior written notice before its expiry through diplomatic channels.

Article 13

This Agreement may be amended by mutual consent between the Contracting Parties through an exchange of notes.



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

DONE in duplication in the Chinese and English languages, both versions being equally authentic on the __13th__ day of __February__ in the Ninety-fifth Year of the Republic of China(Taiwan), corresponding to the__13th__ day of __February__ two thousand and six, in Taipei.

For the Government of
The Republic of China (Taiwan)

For the Government of
The Republic of Nauru
