

法規名稱：(終)AGREEMENT ON TECHNICAL COOPERATION BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CHINA (TAIWAN) AND THE GOVERNMENT OF SAINT CHRISTOPHER AND NEVIS

簽訂日期：民國 97 年 01 月 28 日

The Government of the Republic of China (Taiwan) and the Government of Saint Christopher and Nevis:

- a.being desirous of further strengthening the friendly relations existing between the two countries and of promoting technical cooperation; and
- b.believing that bilateral agricultural cooperation will facilitate the improvement of agriculture essential for development;

HAVE AGREED through their respective representatives upon the following articles:

ARTICLE 1

The objectives of the technical cooperation are:

- (1) To set up a model farm where:
 - (a) New vegetable and fruit crops are introduced.
 - (b) The potential for vegetable and fruit production on small-sized farms can be demonstrated.
 - (c) Diversification of cropping systems can be studied.
- (2) To extend technical assistance to the fishing industry and the development of aquaculture in Saint Christopher and Nevis, with the aim of enriching the diet of its population and improving food security.
- (3) To provide technical assistance and to develop the horticulture industry (flower production).
- (4) To study the feasibility of producing suitable exotic food crops.
- (5) To establish an agro-processing facility for training and for the production of value-added products for sale to the public.
- (6) To provide technical assistance in the upgrading of small farms to commercial farms.
- (7) To promote other technical cooperation projects made by mutual agreement between the two governments.

ARTICLE 2

The implementation of the project includes:

- (1) Research:
 - (a) To determine how the climate and soil conditions of the project farms may be used advantageously to yield the best results under the year-round production systems employed.
 - (b) To use selected varieties and to continue further variety

- selection.
- (c) To develop a system of record-keeping and farm production analysis for the project farms, and for general application on small farms.
 - (d) To try existing as well as newly-introduced small farm implements (both manual and powered) to determine which are most suited to local use.
- (2) Training:
- (a) Technicians from the Republic of China (Taiwan) and Saint Christopher and Nevis shall train farmers and farming groups involved in the project in new techniques to be employed on the project farms.
In addition, the relevant persons and officials from Saint Christopher and Nevis shall be given training in Taiwan.
 - (b) Cooperation on the production of educational materials.
 - (c) Cooperation on farm management and related agro-processing enterprises.
- (3) Reporting and evaluation:
- (a) Reporting and evaluation shall be done seasonally.
(No information shall be released unless previously cleared by the host Government)
 - (b) Complete input and output records shall be kept to ascertain the economic viability of the farm operations.

ARTICLE 3

- (1) The Government of the Republic of China (Taiwan) agrees to send a Technical Mission (hereinafter referred to as "the Mission") to Saint Christopher and Nevis. The said Mission shall be composed of experts and technicians to carry out the objectives described in Article 1.
- (2) In the event that the Mission technicians cannot continue to perform their duties, the Government of the Republic of China (Taiwan) shall recall them and appoint other technicians as substitutes.
- (3) The Government of the Republic of China (Taiwan) shall defray the travel costs of the Mission members to and from Saint Christopher and Nevis, and shall pay their salaries and medical insurance premiums during the period of their service in Saint Christopher and Nevis.
- (4) The Government of Saint Christopher and Nevis shall make the aforementioned salaries exempt from all resident and local taxes, including income tax, and shall make all personal and household effects of the members of the Mission and their dependents exempt from all import and customs duties, as well as other taxes. The Government of Saint Christopher and Nevis shall also facilitate their entry into, stay in and departure from Saint Christopher and Nevis during the period of their service.

ARTICLE 4

- (1) The Government of the Republic of China (Taiwan) shall provide the Mission with all the necessary agricultural implements and seeds that are available in the Republic of China (Taiwan) and ship them to Saint Christopher and Nevis.
- (2) Upon arrival of the said agricultural implements and seeds at the port of Saint Christopher and Nevis, the Government of Saint Christopher and Nevis shall:
 - (a) Exempt them from customs duties and other taxes.
 - (b) Pay warehousing, wharfage and other related expenses.
 - (c) Be responsible for transporting them to the project site.
- (3) The above-mentioned agricultural implements shall be donated to the Government of Saint Christopher and Nevis upon project completion or termination of the Mission's service.

ARTICLE 5

The Government of Saint Christopher and Nevis shall provide the Mission with: adequate farm land to carry out the work described in Article 3; manual laborers; those necessary agricultural implements and seeds not produced in the Republic of China (Taiwan); fertilizers and pesticides; furnished housing for Mission members; transportation for official business; and an office area and related services.

ARTICLE 6

All agricultural products grown by the Mission, except those reasonably required by Mission members for personal consumption or for use as seeds and specimens, shall be sold and the income deposited in the Mission's special Vegetable and Fruit Project Fund bank account to be utilized for the project.

The funds shall fall under the jurisdiction of the government of Saint Christopher and Nevis. The bank account shall be utilized by the Mission only under joint supervision of the Embassy of the Republic of China (Taiwan) and the government of Saint Christopher and Nevis. Guidelines for managing the account will be formulated via bilateral negotiation. Each year the Mission shall formulate working projects and their projected budget to be utilized by the fund. Approval from the government of Saint Christopher and Nevis and the Embassy of the Republic of China (Taiwan) prior to implementation shall be required.

ARTICLE 7

The Government of Saint Christopher and Nevis shall appoint a liaison officer to render the Mission all necessary assistance.

ARTICLE 8

This Agreement shall enter into force upon the date of its

signature.

This Agreement shall be valid for a period of three (3) years and shall be extended automatically for an equivalent period unless either of the Parties expresses in written form six months prior to expiration its desire to terminate the Agreement.

This Agreement may be amended and supplemented by the mutual consent of the Parties.

IN WITNESS WHEREOF the Representatives of the two contracting Parties, being duly authorized thereto by their respective Governments, have signed this Agreement.

This Agreement is done in duplicate in the Chinese and English language, each text being equally authentic,

DONE at Taipei, on the twenty-eighth day of the January month of the ninety-seven year of the Republic of China, corresponding to twenty-eighth day of the month of January of the year two thousand and eight of the Gregorian calendar.

Hon. James C.F. Huang
Minister of Foreign Affairs
Republic of China (Taiwan)

Hon. Cedric Liburd
Minister of Agriculture
Saint Christopher and Nevis
