

法規名稱：(終)AGREEMENT ON AGRICULTURAL TECHNICAL COOPERATION BETWEEN TAIWAN AND THE GOVERNMENT OF THE REPUBLIC OF THE FIJI ISLANDS

簽訂日期：民國 94 年 03 月 18 日

Taiwan and the Government of the Republic of the Fiji Islands, 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 1 AGRICULTURAL TECHNICAL MISSION MEMBERS

Taiwan agrees to send to the Republic of the Fiji Islands an Agricultural Technical Mission [hereafter referred to as "the Mission"]. The Mission shall include a Mission Leader and five members to carry out research and demonstration in vegetable, tropical fruits and flower production. The five members shall consist of a horticultural research scientist, three extension specialists, and a floricultural specialist.

ARTICLE 2 MISSION RESEARCH/EXTENSION ACTIVITIES

- (a)The Mission shall continue with the research work on the selection of vegetables and tropical fruits varieties that are of suitable quality and/or all year round production.
- (b)To enable the transfer of technology, the Mission shall provide appropriate demonstrations on farms and also produce publications for extension workers and farmers.
- (c)The Mission shall investigate the select vegetable crops and tropical fruits best adapted to the local condition with potential market and formulate a production and marketing pilot project. The project would cover.
  - (i)organizing vegetable, tropical fruits and flower production;
  - (ii)marketing works to assist the establishment of farmers organization ; and
  - (iii)establishing vegetable, tropical fruits and flower production and marketing system.
- (d)The Government of the Fiji Islands shall make land available for the Purpose of the Mission's activities.
- (e)The agricultural produce grown by the Mission,

except the portion thereof required for personnel consumption by the Mission and for use for seeds and specimens, shall be sold. The proceeds from sale shall be deposited in the Agricultural Development Revolving Fund.

- (f) To establish the Agricultural Development Revolving Fund, a joint account shall be opened at a reliable local bank and be managed by the Government of Republic of the Fiji Islands and the Mission. The funds are to be used exclusively for the purpose of agricultural development in Fiji.
- (g) The Agricultural Development Revolving Fund shall not be used without the mutual consent of Taiwan and the Government of the Republic of the Fiji Islands.

### ARTICLE 3 MISSION FINANCE, COMMITMENTS AND ACTIVITIES

Taiwan 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 stay in the Republic of the Fiji Islands;
- (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 the Fiji Islands;
- (c) to pay all expenses arising from administration of the Mission, except as otherwise stated in this Agreement;
- (d) to supply the Mission with farming machinery, tools, irrigation equipment, seeds, fertilizers, and pesticides, which are made/manufactured/produced in Taiwan and vehicles needed for the implementation of this Agreement;
- (e) to pay for the running and maintenance costs of the above- mentioned farm machinery, equipment and vehicles;
- (f) that a delegation of the Government of the Fiji Islands will be invited to visit Taipei by the relevant authorities of Taiwan at a time mutually agreed between the two countries to observe, study and decide on appropriate agricultural developments applicable to local environment/situation; and
- (g) to provide short-term experts to commission a study on value-adding considering excess production in vegetables, fruits and root crops

and enhance the capability of the Product Development Unit at the Koronivia Research Station.

#### ARTICLE 4 FIJI GOVERNMENT COMMITMENTS AND UNDERTAKINGS

The Government of the Republic of the Fiji Islands agrees to:

- (a) provide the Mission with the services of graduate scientists whenever possible from within its staffing establishment;
- (b) provide adequate office space with necessary facilities;
- (c) provide all members of the Mission with suitable housing accommodation with necessary hard furnishings, water, and electricity;
- (d) provide all members of the Mission with necessary visas, work permits, and other documentation required during their services in the Republic of the Fiji Islands;
- (e) provide for regular medical examination and treatment at Government medical facilities for all members of the Mission within the Republic of Fiji Islands;
- (f) provide the Mission with such other farming tools as may be agreed to mutually by both Government to supplement those specified in subsection (d) of Article 3 above;
- (g) provide transport for such machinery, tools materials, and other equipment to the project sites;
- (h) provide the transport and subsistence costs of the counterpart staff participating in the projects under this Agreement; and
- (i) provide the Mission with the necessary assistance for quarantine purposes concerning the importation of items as specified in subsection (d) of Article 3 provided that such assistance complies with the Government Quarantine Act and Regulation of the Republic of the Fiji Islands.

#### ARTICLE 5 PRIVILEGES AND EXEMPTIONS

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

- (a) exemption from income tax on salaries and other allowances received from Taiwan;
- (b) exemption from import duties on personal and house

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 the Republic of the Fiji Islands provided that such goods are imported within 6 months from date of his/her arrival to take up post in the Republic of the Fiji Islands. The expression "personal and household effects" should not be taken to include - boats, firearms, motor vehicles, food, and consumables;

- (c) exemption from fiscal duty on all goods including any plant, machinery, and equipment, which shall include motor vehicles and material, to be used by the Mission in connection with the duties to be performed in the Republic of the Fiji Islands provided that import Value Added Tax (VAT) liability shall be paid at the time of importation;
- (d) exemption from fiscal duty on the importation of all items referred to in subsection (d) of Article 3 provided that the import VAT liability is paid at the time of importation;
- (e) other privileges and exemptions no less favorable than those granted to other foreign technicians under technical cooperation agreements with the Republic of the Fiji Islands;
- (f) liability to pay the VAT on imported goods used by the Mission to carry out its work programme is to be borne by the Fiji Ministry of Agriculture, Sugar and Land Resettlement; and
- (g) disposal of goods within 5 years cleared under duty concession shall be subject to the provisions of Section 17 of the Customs Tariff Act.

#### ARTICLE 6 ACTIVATION DATE AND DURATION OF PROJECT

This Agreement shall enter retroactively into force on 25th April 2004, and shall remain valid for a period of three [3] years until 24th April 2007. Either country may terminate the Agreement ninety [90] days after notice in writing has been given to the other country.

#### ARTICLE 7 PROJECT REVIEWS

Parties to this Agreement shall meet every six [6] months to assess the Project activities.

#### ARTICLE 8 AMENDMENT TO THE AGREEMENT

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

IN WTTNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Countries, have signed this Agreement.

Done in duplicate in the English language at Taipei on this 18th day of the third month of the year Two thousand and five.

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Tan-Sun Chen  
Minister of Foreign Affairs  
Taiwan

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Ilaitia B. Tuisese  
Minister for  
Agriculture, Sugar  
And Land Resettlement  
Fiji