

法規名稱：(終)AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CHINA AND THE GOVERNMENT OF THE REPUBLIC OF MALAWI ON TECHNICAL AND VOCATIONAL TRAINING COOPERATION (AD.2002.04.15)

終止日期：民國 92 年 12 月 31 日

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CHINA AND THE GOVERNMENT OF THE REPUBLIC OF MALAWI ON TECHNICAL AND VOCATIONAL TRAINING COOPERATION

The Government of the Republic of China and the Government of the Republic of Malawi (hereinafter referred to as the "Contracting Parties")

BEING desirous to strengthen and consolidate the existing friendly relations between the two countries; and

WISHING to promote cooperation in technical and vocational training;

HEREBY AGREE as follows:

ARTICLE I

The Government of the Republic of China, at the request of the Government of the Republic of Malawi, agrees to dispatch four Vocational Training experts (in the fields of computers, electrical engineering, motor vehicle repairs and cabinet-making) to the Republic of Malawi to render assistance to Lilongwe Technical College which is under the Ministry of Labour and Vocational Training, in developing its technical and vocational training programs aimed for industrial development.

ARTICLE II

The Government of the Republic of China agrees to pay travel expenses for the said experts to and from the Republic of Malawi, and their salaries, allowances, insurance costs and local transportation costs in the Republic of Malawi.

ARTICLE III

The Government of the Republic of Malawi agrees to:

1. Provide the said experts, free of charge, furnished housing and offices excluding payment for utility bills (water, telephone and electricity) shall be the responsibility of the experts themselves;
2. Exempt the said experts from taxes on their salaries and allowances earned from sources outside Malawi;
3. Exempt the said experts and their dependents from all import

- tariffs, duties and other taxes on their personal and household effects for a period of six months beginning from their arrival in the Republic of Malawi. The said experts should also be exempted from export tariffs for personal effects shipped out of the Republic of Malawi at the end of their services;
4. Exempt the said experts from all import tariffs, duties and other taxes on the equipment, machinery and other materials required for the work of the Mission; and
 5. Provide adequate security to the said experts and grant them the same treatment as is accorded to the personnel of any third nation and international organizations serving in the field of technical cooperation in the Republic of Malawi.

ARTICLE IV

1. The teaching materials, using the English teaching materials provided by the Government of the Republic of China as reference, shall be progressively developed by the experts assigned by the Contracting Parties according to the results of instruction.
2. The training equipment and teaching materials donated by the Government of the Republic of China shall be used for the cooperation programs stipulated in this Agreement.
3. The Government of the Republic of Malawi agrees to: establish inventory control of the equipment, and to be responsible for maintaining training equipment; and provide inventory control and other relevant information at the request of the Government of the Republic of China.

ARTICLE V

The Government of the Republic of China agrees to offer a monthly allowance of One Hundred US dollars (US\$100) to each of the two seeded instructors chosen and assigned by the Government of the Republic of Malawi to man the designated fields. For the smooth transfer of skills and expertise to the said four fields, the Government of the Republic of Malawi shall be responsible for the management and regulation of the periods of time during which the seeded instructors will serve at the Lilongwe Technical College.

ARTICLE VI

The Government of the Republic of China agrees to accept personnel selected by the Government of the Republic of Malawi to participate in study tours or seminars organized for overseas vocational instructors. The Government of the Republic of China shall pay the travel expenses of Malawian participants to and from the Republic of China, as well as their living and training expenses during their stay in the Republic of China. The Malawian participants shall meet the training qualifications and criteria

set by the Contracting Parties.

ARTICLE VII

This Agreement shall enter into force on the date of signature by the Contracting Parties and shall remain valid until December 31, 2002. This Agreement may be extended upon mutual consent by the Contracting Parties through the exchange of diplomatic notes for a period of one year.

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

DONE in duplicate in Chinese and English, both texts being equally authentic, at Lilongwe City on this first day of the first month of the ninety first year of the Republic of China, corresponding to the first day of the first month of the year two thousand and two.

For the Government of
the Republic of Malawi

For the Government of
the Republic of China

Hon. Alice Surmani

C.T. Chen

Hon. Alice Sumani, M.P.
Minister of Labour and
Vocational Training

H.T. Chen
Ambassador Extraordinary
and Plenipotentiary to the
Republic of Malawi

Note No. 91/037

The Embassy of the Republic of China presents its compliments to the Ministry of Foreign Affairs and International Cooperation of the Republic of Malawi and, has the honour to inform the latter that an "Agreement Between the Government of the Republic of China and the Government of the Republic of Malawi on Technical and Vocational raining cooperation "was signed on April 15, 2002.

The Embassy has further the honouir to inform the esteemes Ministry that initially the old agreement was due to expire on December 31, 2001. However, its validity was extended to April 14, 2002 as some article in the new agreement had been awating amendments. In this regard, the last pargaraph of the abovementioned new agreement signed on April 5, 2002 should read as follows: "
DONE in duplicate in Chinese and English, both testx being equally authentic, at Lilongwe City on this fifteenth day of the fourth month of the ninety first year of the Republic of China, corresponding to the fifteenth day f the fourth month of the year

two thousand and two".

Enclose herewith is a copy of the April 15, 2002 - signed Agreement for the Ministry's reference.

The Embassy of the Republic of China avails itself of this opportunity to renew to the Ministry of Foreign Affairs and International Cooperation of the Republic of Malawi its assurances of its highest consideration.

Lilongwe

April 18, 2002/8/13

Ministry of Foreign Affairs and International Cooperation

Republic of Malawi

Lilongwe

cc: The principal secretary

Ministry of Labour and Vocational Training

The Principal

Lilongwe Technical College

Enclosure

Note No.21/2002

The Embassy of the Republic of China presents its compliments to the Ministry of Foreign Affairs and International Cooperation of the Republic of Malawi and, has the honour to inform the latter that an "Agreement Between the Government of the Republic of China and the Government of the Republic of Malawi on Technical and Vocational training cooperation" was signed on April 15, 2002.

The Ministry of Foreign Affairs and International Cooperation of the Republic of Malawi Presents its compliments to the Embassy of the Republic of China and is pleased to confirm that the proposed amendment to the Agreement between the government of China and the Government of Malawi on technical and vocational training cooperation is acceptable to the Government of Malawi.

The Ministry regrets any inconveniences caused by its delay in conforming its decision on this matter.

The Ministry of Foreign Affairs and International Cooperation of the Republic of Malawi avails itself of this opportunity to renew to the Embassy of the Republic of China the assurances of its highest consideration.

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16th July, 2002

The Embassy of the Republic of China

Lilongwe, Malawi