

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.1999.12.03)

終止日期：民國 91 年 04 月 14 日

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

Mission of Experts

- (1) The Government of the Republic of China, at the request of the Government of the Republic of Malawi, agrees to dispatch a Vocatiojnal Training Advisory Mission of four experts in the fields of computers, electrical engineering, motor vehicle repairs (auto-electrics, motor vehicle mechanics and motor vehicle body repairs) and cabinet-making to the Republic of Malawi to render assistance to Lilongwe Technical College of Malawi in developing its technical and vocational training programs aimed for industrial development.
- (2) The tenure of their service lasts for a period of six months ; it may be extended until the expiry of this Agreement if necessary.
- (3) The Government of the Republic of China agrees to pay travel expknses for members of the Mission to and from the Republic of Malawi, and their salaries, allowances, insurance costs and local transportation costs in the Republic of Malawi.
- (4) The Government of the Repubblic of Malawi agrees to:
 - (a) provide members of the Mission, free of charge, furnished housing and offices;
 - (b) exempt members of the Mission from taxes on their salaries and allowances earned from sources outside Malawi;

- (c) exempt members of the Mission and their dependants from all import tariffs, duties and other taxes on their personal and household effects for a period of six months beginning their arrival in the Republic of Malawi. The members of the Mission should also be exempted from export tariffs for personal effects shipped out of the Republic of Malawi at the end of their service;
- (d) exempt the Mission from all import tariffs, duties and other taxes on the equipment, machinery and other materials required for the work of the Mission; and
- (e) provide adequate security to members of the Mission 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 II

Floor Planning of Plants

- (1) The Government of the Republic of China agrees to dispatch experts to the Republic of Malawi to assist in establishing training plants.
- (2) The Government of the Republic of Malawi agrees to assign counterpart experts to work with the experts of the Republic of China in planning training plants.

ARTICLE III

Construction of Plants

- (1) The Government of the Republic of Malawi shall be responsible for necessary modifications or alterations of existing buildings according to the floor plan as jointly determined by the experts of the Republic of China and the Republic of Malawi.
- (2) The Government of the Republic of Malawi shall be responsible for all costs associated with plant modifications in accordance with construction regulations of Malawi.

ARTICLE IV

Training Equipment

- (1) The Government of the Republic of China agrees to purchase and donate to the Government of the Republic of Malawi necessary training equipment, including computers, machinery, tools and measuring and testing instruments.
- (2) The Government of the Republic of China agrees to transport the above-mentioned equipment to Lilongwe Technical College and to bear shipping insurance fees.
- (3) The Government of the Republic of China agrees to dispatch experts to assist in installing and testing the above-mentioned equipment. The Government of the Republic of Malawi agrees to provide the needed manpower and logistical support.
- (4) The Government of the Republic of Malawi agrees to:
 - (a) establish inventory control of the equipment, and to be responsible for maintaining training equipment; and
 - (b) provide inventory control and other relevant information at the request of the Government of the Republic of China.

ARTICLE V

Courses and Teaching Materials

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.

ARTICLE VI

Training of Instructors

- (1) 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.

- (2) The Malawian participants shall meet the training qualifications and criteria set by the contracting Parties.

ARTICLE VII

Use of Materials

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.

ARTICLE VIII

Amendment of Agreement

China as reference, shall be progressively developed by the experts assigned by the Contracting Parties according to the results of instruction.

ARTICLE IV

Training of Instructors

- (1) 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.

- (2) The Malawian participants shall meet the training qualifications and criteria set by the contracting Parties.

ARTICLE VII

Use of Materials

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.

ARTICLE VIII

Amendment of Agreement

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

ARTICLE IX

Period of Validity

This Agreement shall enter into force on the date of signature by the Contracting Parties and shall remain valid until December 31, 2000. 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, at Taipei City on this third day of the twelfth month of the eighty-eighth year of the Republic of China, corresponding to the third day of December of the year nineteen hundred and ninety-nine.

For the Government of
the Republic of China

For the Government of
the Republic of Malawi

Dr. Hou-sheng Chan
Chairman of Council
of Labor Affairs,
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Brown Mpinganjira, M.P
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