

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

簽訂日期：民國 94 年 08 月 31 日

生效日期：民國 94 年 01 月 01 日

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

DESIROUS of strengthening and consolidating the existing friendly relations between the two countries ; and,

WISHING to promote cooperation in technical and vocational training, HEREBY AGREE as follows :

#### ARTICLE I

##### DISPATCH OF EXPERTS

The Government of the Republic of China (Taiwan) 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 in developing its technical and vocational training programs aimed for industrial development.

#### ARTICLE II

##### OBLIGATIONS OF THE GOVERNMENT OF THE REPUBLIC OF CHINA (TAIWAN)

The Government of the Republic of China (Taiwan) shall :

- (a) pay travel expenses for the said experts to and from the Republic of Malawi;
- (b) their salaries, allowances, insurance costs ; and,
- (c) local transportation costs in the Republic of Malawi.

#### ARTICLE III

#### OBLIGATIONS OF THE GOVERNMENT OF THE REPUBLIC OF MALAWI

The Government of the Republic of Malawi shall :

- (a) 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);
- (b) exempt the said experts from taxes on their salaries and allowances;
- (c) 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 Republic of Malawi at the end of their services;
- (d) 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 experts; and,
- (e) 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

##### MATERIALS AND EQUIPMENT FOR TRAINING

- (a) The teaching materials, using the English teaching materials provided by the Government of the Republic of China (Taiwan) as reference, shall be progressively developed by the experts assigned by the Contracting Parties.
- (b) The training equipment and teaching materials donated by the Government of the Republic of China (Taiwan) shall be used for the cooperation programs stipulated in this Agreement.
- (c) The Government of the Republic of Malawi shall 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 (Taiwan).

#### ARTICLE V

##### SECONDED INSTRUCTORS

- (a) The Government of the Republic of China (Taiwan) shall provide a monthly allowance of one hundred United States dollars (US100) for each of the eight seconded instructors chosen and assigned by the Government of the Republic of Malawi.
- (b) In order to expedite the transfer of skills and expertise to the said fields, the Government of the Republic of Malawi shall develop the necessary regulations for the management of the seconded instructors during the period of their service to the relevant fields.

#### ARTICLE VI

##### TRAINING OF MALAWIAN PARTICIPANTS IN THE REPUBLIC OF CHINA (TAIWAN)

- (a) The Government of the Republic of China (Taiwan) shall accept personnel selected by the Government of the Republic of Malawi to participate in study tours or seminars organized for overseas vocational training instructors.
- (b) The Government of the Republic of China (Taiwan) shall pay the travel expenses of Malawian participants to and from the Republic of China (Taiwan) as well as their living and training expenses during their stay in the Republic of China (Taiwan).
- (c) The Malawian participants shall meet the training qualifications and Criteria set by the Contracting Parties.

#### ARTICLE VI

##### AMENDMENT

- (a) This Agreement may be amended by mutual consent by the Contracting Parties through the exchange of diplomatic

notes.

- (b) Any amendment to this Agreement shall be notified by exchange of notes through the diplomatic channel and shall become effective on the date which the reply note accepts the proposed amendment.

#### ARTICLE VII

##### ENTRY INTO FORCE, DURATION, AND TERMINATION

- (a) This Agreement shall enter into force retrospectively on 1th January 2005 and shall remain valid until December 31,2006.
- (b) This Agreement shall automatically be extended, each time for two years, unless either Government terminates it upon written notice to the other, six months prior to its expiry.

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

Done in duplicate in Chinese and English, both texts being equally authentic, at Lilongwe City in the Republic of Malawi on this 31st day of the Eighth month of ninety-fourth year of the Republic of China (Taiwan), corresponding to the 31st day of the eighth month of the year two thousand and five.

FOR THE GOVERNMENT OF THE  
REPUBLIC OF CHINA (TAIWAN)

FOR THE GOVERNMENT OF THE  
REPUBLIC OF MALAWI

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Chuang, Shyan-kai  
Ambassador Extraordinary  
and  
Plenipotentiary to the  
Republic of Malawi

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Hon. Dr. Ken Lipenga, M.P.  
Minister of Labour and  
Vocational Training