# FIJI,\* REPUBLIC OF

# AGREEMENT OF TECHNICAL COOPERATION BETWEEN THE EAST ASIA TRADE CENTRE LIMITED AND THE FIJI SUGAR CORPORATION LTD

Signed on December 2, 1987 Entered into force on December 2, 1987

The East Asia Trade Centre Limited of the Republic of China, hereinafter referred to as "the First Party", and the Fiji Sugar Corporation Ltd of Fiji, hereinafter referred to as "the Second Party", for the purpose of cooperating in the implementation of the sugarcane research project proposed by the Second Party, have, under the authorization of their respective Governments, agreed as follows:

#### ARTICLE I

The First Party shall send to Fiji, a sugar technical group, hereinafter referred to as "the Group", to implement the aforementioned sugarcane research project with a view to increasing sugar productivity.

The Group shall be composed of an agronomist, a plant nutritionist, a water conservation / irrigation engineer, and a short—term water resources expert, who shall, unless otherwise requested, be assigned for a period of three months to make a detailed survey of underground aquafer and check the river water in coordination with the irrigation engineer.

#### ARTICLE II

The First Party shall provide:

- (a) salaries, air tickets between Taipei and Suva, per diems and insurance premiums for the members of the Group during the period of their service in Fiji;
- (b) medical expenses arising from surgery, dental treatment and hospitalization of the members of the Group, as well as any other expenses if

# 斐濟共和國\*

[中華民國駐斐濟]亞東 貿易中心與斐濟糖業股份 有限公司間技術合作協定

七十六年十二月二日簽訂七十六年十二月二日生效

#### [ 譯文 ]

中華民國駐斐濟亞東貿易中心,以下簡稱「甲方」,及斐濟之 斐濟糖業股份有限公司,以下簡稱 「乙方」,各在其本國政府授權 下,為進行乙方所提之甘蔗研究合 作計畫,爰協議如下:

## 第一條

甲方應派遣一糖業技術團,以 下簡稱「該團」,赴斐濟進行上述 甘蔗研究計畫,俾增加蔗糖產量。

該團之組成應為農藝專家一人,植物營養專家一人,水土保持或灌溉工程師一人及短期水資源專家除另有家一人。該短期水資源專家除另有請求外,應配合灌溉工程師作為期三個月之地下水及河水詳細勘查。

#### 第二條

#### 甲方應提供:

- (一)該團團員於斐濟服務期間之薪金、台北及蘇瓦間機票、日 支費及保險費;
- (二)該團團員因手術,牙齒 治療、住院以及需要在斐濟境外醫 療之任何其他費用;以及

treatment outside Fiji is required; and

(c) a gas chromatography unit and a neutron probe if requested by the Group.

# ARTICLE III

The Second Party shall take necessary measures at its own expense to provide or arrange the following:

- (a) services of the local technical and / or administrative personnel;
- (b) adequate office space with necessary facilities for the work of the Group;
- (c) suitable housing for the members of the Group with essential hard furnishings and supply of water and electricity;
- (d) transportation in connection with the work of the Group in Fiji;
- (e) visa matters, working permits, employment identity cards and other necessary documents for the members of the Group during their service in Fiji;
- (f) travelling expenses for the members of the Group between Suva and Lautoka at the beginning and at the end of their service in Fiji;
- (g) medical expenses of the members of the Group for minor medical examinations and treatment; and
- (h) annual leave for a total of ten (10) working days with transportation and accommodations for the members of the Group for a return trip to Suva or any other destination within Fiji, agreed upon beforehand.

#### ARTICLE IV

The Group and its members shall enjoy the following privileges and exemptions during their stay in Fiji:

(a) exemption of income taxes on the salaries and

(三)該團如提出請求,提供 氣相色層分析儀乙套及中子探測器 乙具。

## 第三條

乙方應採取必要措施負擔經 費,提供或按排下列事項:

- (一)當地技術與(或)行政 人員之服務;
- (二)供該團工作用之適當辦 公處所及必需之設備;
- (三)供該團團員居住之適當 住所以及必要之傢俱及水電設備;
- (四)供該團在斐濟工作用之 交通工具;
- (五)供該團團員於斐濟服務 期間所需之簽證、工作許可證、職 員證以及其他必需之文件;
- (六)供該團團員在斐濟服務 期間內往來蘇瓦與勞托卡間之旅 費;
- (七)該團團員普通之醫療檢 查及治療費用;以及
- (八)該團團員每年十個工作 天之休假,以及往返蘇瓦或經事先 同意在斐濟境內任何地點之交通及 住宿。

#### 第四條

該團及其團員在斐濟停留期間 應享有下列特權及豁免:

(一) 豁免由派遣國政府所支

other allowances received from the sending Government;

- (b) exemption from taxes on the importation of furniture and effects, including one motor vehicle, of such person and his family imported within six months from the time of first taking up post in Fiji;
- (c) exemption from taxes on machinery and equipment donated by the Government of the Republic of China through the First Party to the Second Party; and
- (d) other privileges and exemptions no less favourable than those granted to other foreign technicians under technical cooperation agreements with Fiji.

#### ARTICLE V

This Agreement shall enter into force on the date of its signature, and shall remain valid for a period of three (3) years from the date of arrival of the Group in Fiji. Either Party may terminate it ninety (90) days after notice in writing has been given to the other Party.

IN WITNESS WHEREOF, the respective representatives duly authorized for this purpose, have signed the present Agreement in two originals, both in the English language.

Done at Suva on the second day of the twelveth month of the seventy—sixth year of the Republic of China, corresponding to the second day of the twelveth month of the year one thousand nine hundred and eighty—seven.

FOR THE EAST ASIA TRADE CENTRE LIMITED [Signed] CHAO—SHUAN WANG REPRESENTATIVE EAST ASIA TRADE CENTRE LIMITED REPUBLIC OF CHINA

FOR THE FIJI SUGAR CORPORATION LTD [Signed] L. CUPIT CHAIRMAN 付薪金及其他津貼之所得稅;

- (二)豁免團員初次抵達斐濟 任職六個月內個人及家屬所需之傢 俱及物品,包括汽車乙輛之進口 稅;
- (三)豁免中華民國政府透過 甲方致贈乙方之機器及設備之損 稅;以及
- (四)不少於他國技術人員在 與斐濟技術合作協定下所享有之其 他特權及豁免。

# 第五條

本協定自簽字日起生效並自該 團抵達斐濟之日起算效期三年。任 何一方得於書面通知他方後九十日 終止之。

為此,雙方經合法授權之代表 爰簽署本協定英文本二份,以昭信 守。

中華民國七十六年十二月二日 即公曆一九八七年十二月二日訂於 蘇瓦。

中華民國駐斐濟亞東貿易中心 代表 王昭宣 [簽字]

斐濟斐濟糖業股份有限公司 董事長 丘比 [簽字] FIJI SUGAR CORPORATION LTD FIJI

[Signed]
WITNESS
JEN-MIN KAO
SECRETARY
EAST ASIA TRADE CENTRE LIMITED
REPUBLIC OF CHINA

見證人: 中華民國駐斐濟亞東貿易中心 秘書 高振民 [簽字]

[Signed]
WITNESS
R.H. YARROW
PERMANENT SECRETARY
MINISTRY OF PRIMARY INDUSTRIES

中華民國政府與斐濟共和國政府間製糖工業技術合作協定 AGREEMENT OF TECHNICAL COOPERATION ON SUGAR INDUSTRY BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CHINA AND THE GOVERNMENT OF THE REPUBLIC OF FIJI

> 七十九年四月二十五日簽訂 七十九年四月二十五日生效

Signed on April 25, 1990 Entered into force on April 25, 1990

The Government of the Republic of Fiji and the Government of the Republic of China, in the spirit of friendly relations existing between the two countries and their peoples,

Recognising that the maintenance of these relations constitutes the basis of the provisions of the present Agreement, And

Desiring to enhance and consolidate these relations by means of closer cooperation in the field of agricultural development,

Have agreed as follows:
Scope of the Agreement
Article 1

The Government of the Republic of

China agrees to send to the Republic of Fiji a sugar industry advisory group (hereinafter referred to as "the Group"), composed of one chief and six members, to carry out feasibility studies on reintroducing cane cultivation into Central Division and also the establishment of small sugar and cane juice mills in strategic locations in and around the cane belt for a period of 24—man months.

#### Article 2

The Group shall provide necessary technical expertise to cater for the various aspects of the two studies that will enable the Republic of Fiji to assess the reintroduction of cane cultivation in the Central Division and the viability of small sugar and cane juice mills. The Government of the Republic of Fiji together with the Group chief shall collabo-