

中華民國政府與索羅門群島政府間 技術合作協定

中華民國政府與索羅門群島政府基於兩國現存之密切與誠摯關係以及雙方人民之深摯友誼，並為延續先前進行之技術合作，爰獲致協議如下：

第一條

- 一、中華民國政府同意派遣一技術團，負責執行中華民國政府與索羅門群島政府依本協定所同意之各項計畫；
- 二、技術團應與索羅門群島農業畜牧部（以下簡稱農牧部）合作從事下列各項計畫：
 - 1、訓練由農牧部所推薦之農民與農業工作人員；
 - 2、生產種籽；
 - 3、作物選種及新農耕技術之引進；
 - 4、協助農民進行小型豬隻及家禽之飼養；

- 5、推動農業及附加價值之研究；
- 6、支持商業稻作發展；
- 7、提供多項領域之整合訓練；
- 8、開發果蔬；
- 9、提供農會與合作機構相關技術；
- 10、提供農業研究之技術與能力建構。

第二條

農牧部應甄選其國內最適宜種稻之社區為模範社區，並協助其取得貸款以生產稻米；模範社區應接受技術團之技術督導。

第三條

中華民國政府同意：

- 一、負擔技術團團長及團員往返台北及荷尼阿拉市之旅費；及渠等在索羅門群島工作期間之薪金與生活費用；
- 二、除本協定另有規定外，負擔技術團之全部行政費用；
- 三、負擔技術團團長及團員之人壽及意外保險；

- 四、提供技術團農業訓練中心，及訓練／示範農場所需而在索羅門群島境內無法購得之農機具、工具、農業生產資材，以及交通工具、農場建物、以及其他必需之設施或裝備；
- 五、負擔上述農機具、交通工具、農場建物及設施或裝備之操作及維修費用；及
- 六、協助索國農牧部建立一項農民所需農具與農業生產資材之供應及農產品運銷之試驗制度，並得酌收生產、進口、加工或處理成本費用，存入農牧部與技術團聯名共同管理並供推廣計畫專用之特別循環基金帳戶。

第四條

索羅門群島政府同意：

- 一、准許第三條第四項所稱之所有物品，免稅進口並提供免費檢疫；
- 二、提供技術團其他必要之農機具、工具及設備，以補充第三條第四項所列者之不

足；

- 三、指定一名農牧部全職聯絡官，負責該部與技術團協調事宜；及
- 四、指派農牧部本部相關司處及其駐省農業局，與技術團合作執行各項計畫。

第五條

對於技術團團長及團員，索羅門群島政府應承諾：

- 一、提供技術團團長及團員備有足夠水電設備之適當住所。此種住所之供應方式與條件，均應與供給索羅門群島高級公務人員者相同；
- 二、技術團團員因公赴荷尼阿拉市以外各島時，提供渠等在當地之交通工具及住宿；
- 三、提供與索羅門群島公民相同之醫療服務與福利；
- 四、豁免渠等於抵達索羅門群島履任時，或在索羅門群島任職期間，或在海關稅暨消費稅司首長許可之延長期間內，進口

家庭及個人生活日常用品之一切稅捐。

此類獲准免稅進口之物品，在渠等職務終了之前，如未償付稅額，不得予以出售或處理；

五、免除對中華民國政府所給付渠等之薪俸、酬金及津貼之稅捐；

六、賦予渠等在索羅門群島境內商業銀行開設「非居民國際帳戶」之權利，以儲存中華民國政府所給付之薪俸、酬金及津貼，並賦予隨時得將該帳戶餘額移轉至索羅門群島以外任何國家，惟仍須符合索羅門群島中央銀行及商業銀行相關申請規定；

七、免除渠等辦理移民、簽證、外人登記及工作許可等手續；

八、保證於國際危機時，給予相同於外交使節享有返國便利；及

九、給予渠等不低於給予在索羅門群島工作之類似人員之待遇。

第六條

索羅門群島政府應負責賠償因執行本協定所造成之任何損害，並負責處理任何向技術團或中華民國政府提出本協定有關之任何活動所引起之損害賠償請求。但雙方政府均認定該項損害係因重大過失及故意之不當行為所造成者，則不在此限。

第七條

本協定經簽署後應溯自二〇一一年十二月十二日生效，效力持續到協定終止。

第八條

本協定得經由任一方政府於九十日前以書面通知終止。

第九條

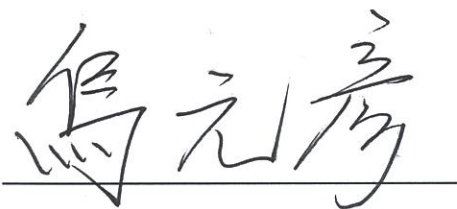
本協定得經雙方政府同意以換文方式修正之。

為此，雙方代表各經其政府授權，爰於本協定簽字，以昭信守。

本協定以中文及英文各繕兩份，兩種文字約本同一作準，中華民國一〇二年四月廿五日即公元二〇一三年四月廿五日於荷尼阿拉市簽署。

中華民國政府代表

索羅門群島政府代表

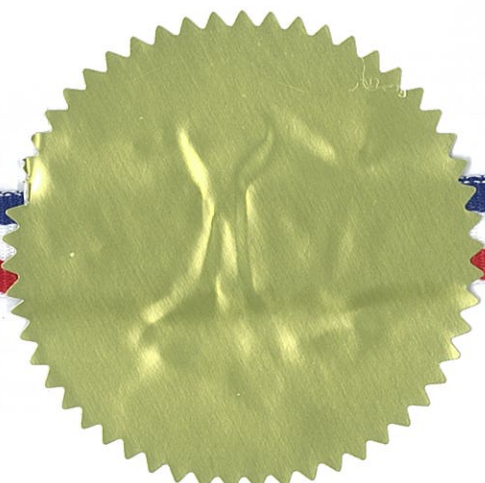


烏元彥

大衛·湯米

駐索羅門群島大使

農牧部部長



**AGREEMENT ON TECHNICAL COOPERATION
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF
CHINA (TAIWAN)
AND
THE GOVERNMENT OF SOLOMON ISLANDS**

The Government of the Republic of China (Taiwan) and the Government of Solomon Islands in view of the existing close and cordial ties between the two countries and fraternal friendship between the two peoples and with the mutual desire to continue the preceding technical cooperation, have agreed as follows:

Article I

1. The Government of the Republic of China (Taiwan) agrees to dispatch a Technical Mission (hereinafter referred to as the Mission) to carry out the projects agreed upon between the Government of the Republic of China (Taiwan) and the Government of Solomon Islands under this Agreement.
2. The Mission shall cooperate with the Ministry of Agriculture and Livestock of Solomon Islands (hereinafter referred to as the Ministry) in undertaking the following projects:
 - (a) Training of farmers and agriculture workers recommended by the Ministry
 - (b) Seed production
 - (c) Crop variety screening and introduction of new farming technologies

- (d)Assisting farmers in small-scale livestock
- (e)Pursuing study for agriculture and value-adding
- (f)Commercial rice farms development support
- (g)Providing assistance for integrated training in various fields
- (h)Fruits and vegetables development
- (i)Providing know-how on farmers association and cooperatives
- (j)Providing technical support and establishment of research facility

Article II

The Ministry shall assist Model Communities in securing loans for rice production. Model Communities are the selected communities which are most suitable for rice farming within the country and shall receive technical supervision from the Mission.

Article III

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

- 1.to pay the Taipei-Honiara round-trip expenses for the leader and members of the Mission, and their remuneration and living expenses during their services in Solomon Islands;
- 2.to defray all the administration expenses of the Mission except specified otherwise in this Agreement;
- 3.to be responsible for the life and accident insurance for the leader and members of the Mission;
- 4.to provide the Agriculture Training Centre of the Mission and the Training/Demonstration Farm with farm machinery, tools, farming inputs which are not procurable in Solomon Islands, as well as with

- transportation, farm buildings, and other necessary facilities or equipment;
5. to pay for the running and maintenance expenses of the aforesaid farm machinery, transportation, farm buildings, and facilities or equipment; and
 6. to assist the Ministry to establish an experimental system to supply farm tools, farming inputs to project farmers and to market the farmers' produce, by charging a fee reflecting the production, importation, processing or handling costs; the fee so charged shall be deposited in special revolving fund account at a co-signatory authorization for the control of the account by the Ministry and the Mission; the revolving fund shall be solely for the use of the projects.

Article IV

The Government of Solomon Islands agrees:

1. to permit duty-free entry of all items referred to in paragraph 4 of Article III and to provide free quarantine examination for such entry;
2. to provide the Mission with other farm machinery, tools and equipment deemed to be necessary to supplement those specified in paragraph 4 of Article III;
3. to designate one full-time liaison officer from the Ministry with responsibility to coordinate between the Ministry and the Mission; and
4. to assign the relevant division and section at headquarters of the Ministry and its agricultural divisions in the provinces that shall work together with the Mission in the implementation of the projects.

Article V

To the leader and members of the Mission, the Government of Solomon Islands shall undertake:

1. to provide appropriate housing for the Mission leader and members; such housing shall have adequate water and electricity supply and shall be provided in the same manner and under the same conditions as accorded to senior civil servants of Solomon Islands;
2. to provide local transportation and accommodation for Mission members on official trips to family islands outside Honiara;
3. to provide with the same medical service and benefits as accorded to Solomon Islands citizens;
4. to permit duty-free entry of personal and household effects at the time of taking up their assignment or during their service or within in the extended period as may be granted by the Controller of Customs and Excise of Solomon Islands; no such items imported duty free shall be sold or disposed of by members of the Mission before the termination of their assignment without paying pro-rata duty on those items;
5. to grant tax exemption on the stipends, emoluments and allowances paid to them by the Government of the Republic of China (Taiwan);
6. to accord them the right to open a "non-resident external account" with a commercial bank in Solomon Islands for depositing their stipends, emoluments and allowances received from the Government of the Republic of China (Taiwan), and the right to transfer to any other country at any time the balance in such an account; this is, however, subject to the applicable requirements of

- the commercial banks and the Central Bank;
7. to exempt them from immigration and visa requirements, alien registration and work permit;
 8. to guarantee the same repatriation facilities in time of international crisis normally available to diplomatic envoys; and
 9. to provide treatments not less favorable than that provided to comparable personnel working in Solomon Islands.

Article VI

The Government of Solomon Islands shall hold liability for any damages associated with the execution of this Agreement, and shall assume the responsibility to settle any claim for damage that may be brought against the Mission or the Government of the Republic of China (Taiwan), arising from any activities in connection with this Agreement, unless the damage, as determined jointly by both governments, is due to gross negligence and willful misconduct.

Article VII

This Agreement shall retroactively enter into force from the twelfth day of December 2011 after its signature and shall remain in force until termination.

Article VIII

This Agreement may be terminated by either government with a ninety days' prior written notice.

Article IX

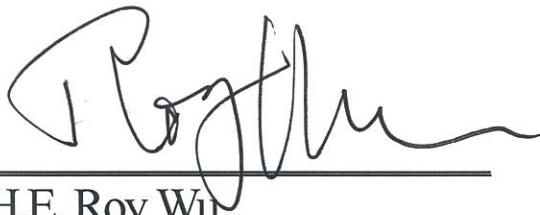
This Agreement may be amended by mutual agreement between the two governments through the exchange of notes.

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

Done in duplicate in Chinese and English, both texts being equally authentic, at Honiara this 25th day of the 4th month of the one hundred and second year of the Republic of China (Taiwan), corresponding to the 25th day of the 4th month of the year two thousand and thirteen.

For the Government of the
Republic of China (Taiwan)

For the Government of
Solomon Islands



H.E. Roy Wu
Ambassador Extraordinary
and Plenipotentiary



Hon. David Tome
Minister for Agriculture and
Livestock