

## 中華民國與吉里巴斯共和國間技術合作協定

中華民國政府（以下稱“中華民國”）與吉里巴斯共和國政府（以下稱“吉里巴斯”，二者合稱“雙方”）為鞏固雙方既存友好關係，轉移開發經驗與促進技術合作，並更新 2004 年 2 月 10 日雙方在臺北簽訂之農業技術合作協定，同意簽訂下列條款：

### 第一條

中華民國透過財團法人國際合作發展基金會（以下稱“國合會”）自 2004 年 1 月起派遣由團長、專家及技師所組成之中華民國技術團（以下稱“技術團”）赴吉里巴斯塔拉瓦服務，並執行下列工作：

- 一、 作物栽培與品種改良示範推廣計畫；
- 二、 提供畜牧場改良經營管理技術；
- 三、 提供水產養殖訓練管理與改良技術，包括虱目魚孵化技術之建立與引進新品種；
- 四、 改善檢疫技術以控制畜產與其他引進外來植物品種之疾病；
- 五、 改進畜牧與漁業之飼料研發；
- 六、 訓練吉里巴斯農民以有機堆肥栽培園藝作物；
- 七、 協助吉里巴斯農民建立自有菜園；
- 八、 提供綜合農場改良經營管理技術；
- 九、 辦理當地（含外島）農漁民之各種訓練班；
- 十、 與吉里巴斯之農漁業有關部門合作遴選適當人員適時赴中華民國參加訓練班；

- 十一、提供生態農場從業人員在人工豬繁殖、作物育苗及其他相關農場需求之能力建置、訓練課程及技術移轉。

## 第二條

- 一、吉里巴斯繼續提供位於塔拉瓦 Temaiku Suburb 2 公頃土地作為技術團總部、團員宿舍、園藝及畜牧計畫示範用地，另續提供 Ambo 之魚池及場所作為水產養殖站；
- 二、吉里巴斯將於 Temaiku 生態農場額外提供土地，以經營綜合農場。

## 第三條

### 中華民國同意

- 一、派遣適當專長之人員赴技術團工作，並每年自中華民國向吉里巴斯援款中提撥 80 萬澳元予國合會，作為技術團在吉里巴斯推廣工作所用，不足之部分，由中華民國補足；
- 二、負擔技術團人員往返吉里巴斯之旅費及渠等在吉里巴斯服務期間之各項薪津及意外醫療保險費；
- 三、除非本協定其他條款另有規定，負擔技術團本身運作所需之經費，含農牧示範推廣工作運作費用、電費及設備維修與修理費；
- 四、提供技術團車輛及必要之設備以因應工作所需；
- 五、提供技術團飼料、工具、種子及其他為執行計畫所需之材料；
- 六、確保引進之植物、動物或漁類等新品種不致破壞

當地之生物多樣性，倘引起上述情況，雙方同意共同合作消除之。

#### 第四條

##### 吉里巴斯同意

- 一、 依法核發技術團成員工作許可；
- 二、 提供技術團人員附有家具及水電設備之合適辦公廳及住所；
- 三、 提供技術團人員之人身安全及保護，並保證接受診所及醫院之治療；
- 四、 對技術團成員及眷屬賦予不低於其他與吉里巴斯技術合作協定下之外國技術人員所享有之其他特權與豁免權。

#### 第五條

- 一、 技術團在示範農場內所生產之農畜產品及來自水產站之水產品除保留供技術團人員所需之適當部分者外，其餘產品（含種子與飼料）經吉里巴斯同意得出售，收入成立循環基金，由技術團與吉里巴斯共同管理，循環基金應優先運用於發展農畜水產之技術合作計畫之支出，或捐贈吉里巴斯之學校、非政府組織或殘障社會團體；
- 二、 技術團執行計畫所獲得之相關資料與數據應提供吉里巴斯。發明所得之智慧財產權歸雙方共有，未經其中任何一方之同意不得將其發明供商業用途；
- 三、 技術團成員應遵守吉里巴斯之相關法律；

- 四、 技術團為執行合作計畫所需進口之機械、設備及材料，應優先自中華民國採購；
- 五、 技術團在符合吉里巴斯相關法規下，可招募當地雇員以協助達成任務；
- 六、 前揭當地雇員之聘用合約，不得低於吉里巴斯同階級政府人員之待遇。

#### 第六條

吉里巴斯相關部會將提供技術團合作夥伴，以便技術移轉。

#### 第七條

技術團應與所在合作區域內經指定之對方機構及組織密切合作，並鼓勵民間團體參加相關活動。

#### 第八條

倘技術團成員因故不適合繼續執行其任務時，中華民國有權將其調回，另派員接替，並負擔其調駐旅費。

#### 第九條

技術團成員不得做出不符合本協定所規範工作之活動。

#### 第十條

倘技術團之活動有任何爭議，雙方同意將基於善意，努力協調解決，必要時將以政府對政府之方式，並以相同善意為之。

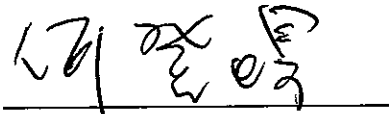
第十一條

本協定自簽署之日起生效，並繼續有效至任何一方政府於90日前以書面通知另一方政府終止本協定為止。

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100年5月19日即公元2011年5月19日訂於吉里巴斯共和國首都塔拉瓦。

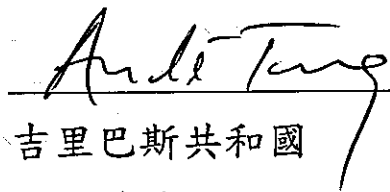
中華民國政府代表



駐吉里巴斯共和國大使

何登煌

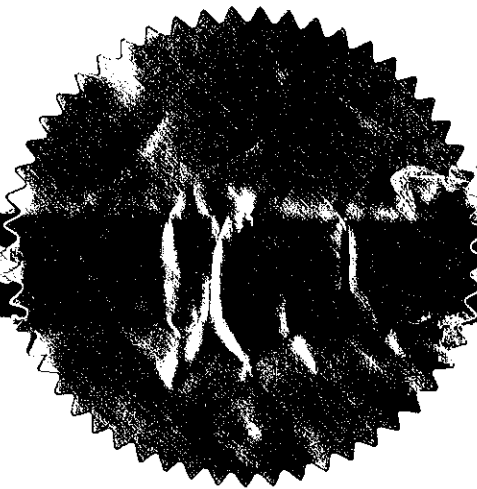
吉里巴斯共和國政府代表



吉里巴斯共和國

總統兼外長

湯安諾



AGREEMENT  
ON  
TECHNICAL COOPERATION  
BETWEEN  
THE REPUBLIC OF CHINA (TAIWAN)  
AND  
THE REPUBLIC OF KIRIBATI

The Government of the Republic of China (Taiwan) [hereinafter referred to as "ROC (Taiwan)"] and the Government of Kiribati (hereinafter referred to as "Kiribati", and the two countries jointly as "the Parties"), desiring to further strengthen their existing friendly relations through the transfer of development experience and promoting technical cooperation between the two countries, therefore to renew the Agreement on Agricultural Technical Cooperation signed in Taipei on 10 February 2004, have agreed through their respective representatives upon the following articles:

Article 1

ROC (Taiwan), through the International Cooperation and Development Fund (ICDF), has dispatched ROC (Taiwan) Technical Mission (hereinafter referred to as "TTM") to South Tarawa since January 2004, including a Chief of the Mission and the specialists concerned to implement the following activities:

- a) Carry out demonstration and extension projects on cultivation and improvement of crop varieties;
- b) Provide improved techniques in livestock farm administration and management;
- c) Provide improved techniques of aquaculture, training, administration and management, including the introduction of milkfish hatchery technique and

- introduction of new species for fish farming;
- d) Improve quarantine techniques to control diseases related to livestock and other introduced species of plants;
  - e) Improve feed formulation for livestock and fish-farming;
  - f) Train I-Kiribati farmers in methods to improve their soil through the application of organic manure farming;
  - g) Assist I-Kiribati farmers to establish their home gardens;
  - h) Provide improved techniques of integrated farming;
  - i) Organize various training workshops for local (including from outer islands) farmers and fishermen;
  - j) Collaborate with the related Ministries in Kiribati in identifying suitable personnel to undertake appropriate training courses in ROC (Taiwan) in due time;
  - k) Provide capacity building, training attachment and technological transfer to agricultural and Eco Farm staff in the area of artificial insemination for pigs, crop husbandry and other related agricultural and integrated Farming needs.

## Article 2

- a) Kiribati shall continuously provide TTM with the land at Temaiku Suburb in Tarawa about 2 hectares, which is used for TTM's headquarters, dormitory for TTM members and as a demonstration farm for horticulture and livestock projects. Kiribati shall also continue to provide the land and the ponds for Aquaculture Station in Ambo;
- b) In support for Eco-farming sector, Kiribati will further provide Land space within the Eco Farm at Temaiku for Integrated Farming.

### Article 3

ROC (Taiwan) agrees to:

- a) Provide appropriately qualified personnel for TTM and appropriate from the grant of ROC (Taiwan) to Kiribati a sum of AUD 800,000.00 per year to ICDF to support the projects of TTM in Kiribati. If it can not meet the need for projects, ROC (Taiwan) shall make up for the balance;
- b) Pay the costs of transportation to and from Kiribati, the stipends and living expenses, and accident and health insurance of all TTM members during the period of their service in Kiribati;
- c) Pay all expenses arising from administration of TTM, including the operational costs of the demonstration farm including the costs of utilities, and maintenance and repair of facilities unless otherwise stated elsewhere in this Agreement;
- d) Supply TTM with vehicles and equipment necessary for its work;
- e) Supply TTM with feed, tools, seeds, and other materials necessary for the implementation of the program;
- f) Take every precaution to ensure that any introduced species of plant, animal or fish will not pose a threat to the existing biodiversity of Kiribati. In the event that such a threat arises following the introduction of a species of plant, animal or fish, the Parties will use every endeavour to cooperate in the eradication of that threat.

### Article 4

Kiribati agrees to:

- a) Issue employment permits to TTM members as required



- by law;
- b) Provide TTM with suitable office facilities and suitable housing facilities including water and electricity supply;
  - c) Offer special consideration regarding the personal safety and security of TTM members and ensure access to medical services through public clinics or hospitals;
  - d) Grant privileges and exemptions no less favourable than those granted to other foreign experts and their dependents under similar technical cooperation agreements with Kiribati.

#### Article 5

- a) All produce of the demonstration, livestock and aquaculture farms, except the portion required for personal consumption by TTM members, and for the use of seeds and specimens, shall be agreed by the Government of Kiribati for sale to the general public. Funds generated from the sale could be deposited in a "Revolving Fund" to be managed jointly by TTM and Kiribati. These funds will be used preferentially in the development of aquaculture, livestock and agricultural projects under this technical cooperation program or shall be donated to schools, NGOs or disadvantaged social groups in Kiribati;
- b) All data and information gathered from TTM will be provided to Kiribati. The intellectual property rights from the activities of TTM shall vest jointly in the Parties. Either of the Parties may not exploit them commercially without the consent of the other Party;
- c) TTM Members shall comply with all relevant laws of Kiribati;

- d) Machinery, equipment and other materials imported necessarily for TTM to carry out the cooperation program should be purchased preferentially from ROC (Taiwan);
- e) For the purpose of fulfilling its obligations, TTM may recruit local engaged staff to assist TTM staff and to ensure that the recruitment is consistent with relevant laws;
- f) Employment contract used for the local staff shall not be less favourable than those used for the same positions within the government.

#### Article 6

Kiribati shall provide TTM with appropriate local counterparts from the related Ministries to facilitate the technical transfer.

#### Article 7

TTM shall cooperate closely with designated counterpart agencies and organizations in each area of cooperation; and promote the active participation of civil organizations in the related activities.

#### Article 8

In the event any member of TTM is found unsuitable to continue to perform his duty, ROC (Taiwan) shall have the right to recall him from his post and arrange a replacement. All expenses relating to the recall and replacement shall be met by ROC (Taiwan).

#### Article 9

TTM members shall refrain from engaging in activities that are not in conformity with the work of TTM specified in this Agreement.

## Article 10

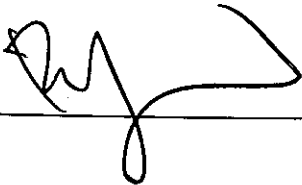
Should any disputes arise concerning the activities of TTM, the Parties shall undertake to use their best endeavours to resolve such disputes amicably, in a spirit of goodwill. If necessary, representations may be made on a government-to-government basis, in the same spirit of goodwill.

## Article 11

This Agreement shall enter into force on the date of signature and remain in force until termination. It may be terminated by either government with a ninety days prior written notice.

Done in duplicate in the Chinese and English languages, both texts being equally authentic, at Tarawa, the capital of the Republic of Kiribati, on the 19<sup>th</sup> day of the 5<sup>th</sup> month of the 100th year of the Republic of China (Taiwan), corresponding to the 19<sup>th</sup> day of the 5<sup>th</sup> month of the year 2011 in the Gregorian calendar.

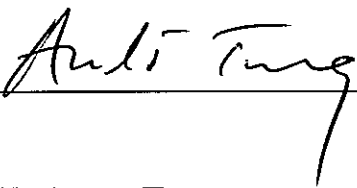
For the Government of  
the Republic of China (Taiwan)



A handwritten signature in black ink, consisting of a stylized 'B' followed by a long horizontal stroke and a loop at the end.

H.E. Benjamin T. H. Ho  
Ambassador to  
the Republic of Kiribati

For the Government of  
the Republic of Kiribati



A handwritten signature in black ink, appearing to read 'Anote Tong' in a cursive style.

H.E. Anote Tong  
President & Minister  
of Foreign Affairs & Immigration  
the Republic of Kiribati