

## 中華民國（臺灣）政府與索羅門群島政府 關於駐索羅門群島臺灣衛生中心瞭解備忘錄

中華民國（臺灣）政府（以下簡稱「臺灣」）與索羅門群島政府（以下簡稱「索羅門群島」），分別透過中華民國（臺灣）行政院衛生署（以下簡稱為「衛生署」）以及索羅門群島衛生暨醫療服務部（以下簡稱「索羅門群島衛生部」），

依據「中華民國（臺灣）行政院衛生署與索羅門群島衛生部間衛生合作協定」（以下簡稱「協定」）及；

期望加強推動兩國間衛生議題之雙邊合作；

並透過衛生署設立「駐索羅門群島臺灣衛生中心」（以下簡稱「衛生中心」），以落實協定與前述之期望；

爰經確認及同意下列協議：

1. 衛生署依照臺灣法規及其預算額度，並依據雙方政府同意時程，應採取必要措施籌設衛生中心，並派遣衛生中心運作所必需之人員。
2. 衛生中心應位於索羅門群島首都荷尼阿拉。另根據衛生中心計畫之性質，其計畫應涵括索羅門群島全部之管轄領域。
3. 關於衛生中心之地位與功能，應被視為中華民國（臺灣）駐索羅門群島大使館（以下簡稱「大使館」）之附屬辦公室，且衛生中心人員應被賦予官方身分。
4. 臺灣經由衛生署應提供衛生中心及其人員之支援如下：
  - a. 設立及維持衛生中心（包括辦公室設備）所需之必要預

算，以及其運作及各項計畫（包括索羅門群島與臺灣間及／或索羅門群島與其他國家間國際旅行費用）所需資金。

- b. 衛生中心人員任期內每月薪資及／或生活津貼。
  - c. 衛生中心人員每月房租津貼。
  - d. 衛生中心及其人員執行公務及／或計畫所需之物品和醫療物資。
  - e. 衛生中心人員之海外健康保險（包含醫療照護、住院、與轉送回台灣）。
5. 索羅門群島應承諾給予衛生中心及其人員下列支援、特權、豁免及福利：
- a. 提供衛生中心免費之辦公場所，且該處最多應能容納六名成員。
  - b. 衛生中心及／或其人員因執行公務及運作所需引進索羅門群島之各種辦公室設備、物資、交通工具及醫療補給，免除關稅、稅捐及其他政府規費。
  - c. 衛生中心人員於抵達索羅門群島六個月內攜帶入境供自用之私人及家庭用品，免除其關稅、稅捐及其他政府規費。
  - d. 衛生中心或其人員因執行公務所支領之酬勞、薪資或津貼，免除其所得稅與其他政府規費。
  - e. 衛生中心人員免除申辦工作許可證及免除當地消費稅（包括各項地方稅）。
  - f. 提供衛生中心人員一般診所或醫院，急診就醫及急救之醫

療服務。

- g. 提供執行特定計畫公務所需之當地交通工具；如計畫需至索羅門群島外島或國外實地考察時，相關各單位應事先討論及決定成本及花費之分擔。
  - h. 核發適當簽證、身分證、免稅卡予衛生中心人員，以利其公務執行、日常生活與活動。
6. 依據索羅門群島之法律規範，免除關稅、稅捐及其他政府規費，而進口或購置之所有自用耐久物品，除有下列情形之一者外，應再予輸出：
- a. 繳交關稅、稅捐及其他政府規費後，於索羅門群島領域內出售，或於索羅門群島認可下捐贈予索羅門群島；或
  - b. 不可能或不適合再輸出。
  - c. 衛生中心人員間之車輛移轉，免除所有依據索羅門群島法律相關稅捐。
7. 索羅門群島應採取一切可能措施，確保衛生中心人員於執行公務期間之人身安全。索羅門群島亦應賦予衛生中心及其人員、以及其所屬財物之完全國際組織地位，並提供完整之支援與保護，包括不低於通常賦予索羅門群島境內執行類似任務之其他國家及／或國際組織派駐人員之待遇；同時有關衛生中心之計畫全部事項，亦應充分告知、諮商、合作及支援衛生中心與其人員。
8. 任何因衛生中心於索羅門群島執行公務期間直接或間接之作為或不作為所引起之求償，應由索羅門群島負責，除非該求

償係因衛生中心及其人員之故意或重大過失所造成。

9. 衛生中心人員於派駐索羅門群島期間應遵守索羅門群島之法律及風俗，並不得從事任何私人營利或商業活動。任何醫療相關活動須事先經索羅門群島相關主管單位同意及／或授權。
10. 大使館、索羅門群島外交及對外貿易暨移民部（以下簡稱「索羅門群島外交部」）、與索羅門群島衛生部及衛生中心應隨時磋商，俾順利執行本瞭解備忘錄及提昇衛生中心之功能。
11. 本瞭解備忘錄自簽署日期起生效，並得由衛生署及索羅門群島衛生部以換文修訂之，並持續有效，除非任一政府於六個月前以書面通知他方終止之。

本瞭解備忘錄以中文及英文各繕二份，二種文字約本同一作準，  
公元二〇〇八年四月十四日訂於荷尼阿拉。

中華民國（臺灣）政府

索羅門群島政府

侯勝茂

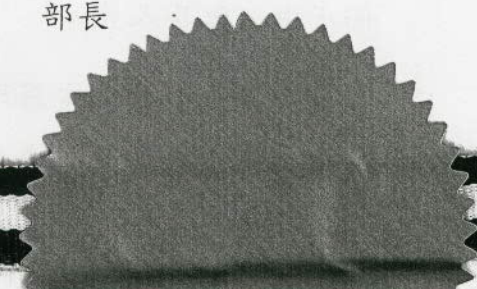
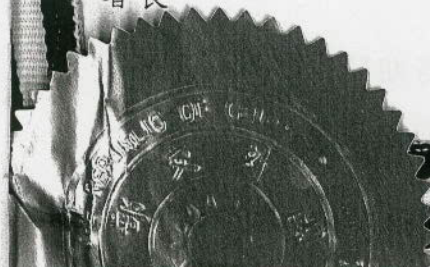


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Hon. Johnson Koli

中華民國（臺灣）行政院衛生署  
署長

索羅門群島衛生暨醫療服務部  
部長



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE GOVERNMENT OF THE REPUBLIC OF CHINA (TAIWAN)  
AND  
THE GOVERNMENT OF SOLOMON ISLANDS  
REGARDING  
TAIWAN HEALTH CENTER IN SOLOMON ISLANDS**

The Government of the Republic of China (Taiwan) (hereinafter referred to as Taiwan) through the Department of Health, Executive Yuan of Taiwan (hereinafter referred to as DOH) and the Government of Solomon Islands (hereinafter referred to as SI) through its Ministry of Health and Medical Services (hereinafter referred to as SI Ministry of Health),

With reference to the "Agreement on Cooperation in Health between the Department of Health, Executive Yuan, Republic of China (Taiwan) and the Ministry of Health, Solomon Islands" (hereinafter referred to as the Agreement) and;

Desiring to strengthen the promotion of mutual co-operation in health issues between the two countries and;

With a view to the establishment of a "Taiwan Health Center in Solomon Islands" (hereinafter referred to as the Center) by DOH to implement the Agreement and the afore-said desires;

Have hereby confirmed and agreed the following understandings:

1. DOH shall, in accordance with laws and regulations of Taiwan and subject to its budgetary appropriations, take necessary measures to establish the Center in SI and to dispatch the necessary staff to SI for its operation according to the schedules to be agreed upon between the two governments.
2. The location of the Center shall be in Honiara, the capital of SI. The projects of the Center, however, shall be covering the whole jurisdiction territory of SI according to the nature of the projects.
3. The Center, with regard to its status and functions, shall be deemed as an affiliate office of the Embassy of the Republic of China (Taiwan) in Solomon Islands (hereinafter referred to as the Embassy) and

consequently, the staff of the Center shall be endowed with official status.

4. Taiwan, through DOH shall provide the Center and its staff with the following supports:
  - a. Necessary budget for the establishment and maintenance of the Center including office equipments and necessary fund for its operation and projects, including cost of international travel between Taiwan and SI and/ or between SI and other countries;
  - b. Monthly salary and/or living allowance of the staff during the period of their assignments;
  - c. Monthly housing allowance for the staff of the Center;
  - d. Materials and medical supplies necessary for the performance of the duties and/or projects of the Center and its staff;
  - e. Overseas Health Insurance for medical care, hospitalization and referral back to Taiwan for the staff of the Center;
5. SI shall grant the Center and its staff the following supports, privileges, exemptions and benefits:
  - a. Providing free office space for the Center to be located and established which shall be adequate to accommodate a staff of maximum 6 persons;
  - b. Exemption from customs duties, taxes, and other governmental charges on all office equipments, materials, vehicles and medical supplies introduced into SI for use in the performance and/or operation of the duties of the Center and/or its staff;
  - c. Exemption from customs duties, taxes and other governmental charges on the staff of the Center for their personal and household effects introduced into SI for their own use within six months of their arrival;
  - d. Exemption from income tax and other governmental charges in respect of any remuneration, salary or allowances received by the Center or its staff in connection with their official activities;
  - e. Exemption from working permits and taxes, including local taxes, for the local consumption of the staff of the Center.
  - f. Providing the staff of the Center access to the medical services of public clinics or hospitals, emergency medical attention and first aid;

- g. Providing local transportation necessary for the performance of their duties in specified projects; should any project involves field trips to the SI outer islands or aboard, sharing of the costs and expenses should be discussed and agreed upon in advance among relevant parties;
        - h. Issuance of appropriate visas, identification cards, tax exemption cards to the staff of the Center to facilitate the performance of their functions and daily lives and activities.
6. In compliance with the regulations of SI concerning all personal durable goods imported or purchased free of customers duties, taxes and other governmental charges of any kind shall be re-exported unless:
  - a. They are sold within the territory of SI with the payment of customs duties, taxes and other governmental charges of any kind, or donated to SI with its approval; or
  - b. Such re-exportation is impossible or inappropriate.
  - c. In the event when vehicles are transferred between the staff of the Center, all applicable taxes according to the laws of SI are to be exempted.
7. SI shall take every possible measure to ensure the personal safety and security of the staff of the Center in the course of performing their duties. SI shall also accord full international organization status to the Center and its staff and their properties and provide the Center and its staff with full aid and protection, including treatment no less favorable than the accord generally to nationals and staffs of most other states and/or international organizations that are residing and performing the similar activities in the territory of SI; and fully inform, consult, cooperate with and support the Center and its staff with respect to all matters concerning the projects of the Center.
8. SI shall bear claims, if any, relating directly or indirectly to any action or omission by the Center in the course of their official functions in SI, provided however that such claims do not raise from the gross negligence or willful misconduct on the part of the Center or its staff.
9. The staff of the Center shall comply with the laws and customs of SI and shall not engage in any private activity or enterprise for personal gain or profit during their assignment in SI. Any medically related activity must be conducted with prior approval and/or authorization by the relevant SI authority.

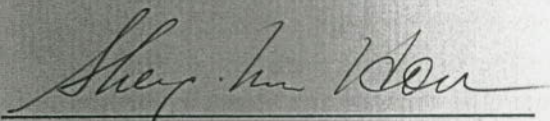
10. The Embassy and the Ministry of Foreign Affairs, External Trade and Immigration(hereinafter referred to as the Ministry), together with SI Ministry of Health and the Center shall hold consultations, from time to time, for the successful implementation of the MOU and to enhance the function of the Center.

11. This MOU shall enter into force on the date of signature. It may be amended by an Exchanges of Letters between DOH and SI Ministry of Health and shall remain in force unless either government terminates it by six months prior written notice to the other.

Done in duplicate in the English and Chinese languages, both texts being equally authentic, at Honiara on this 14<sup>th</sup> day of April 2008.

For the Government of The Republic of  
China (Taiwan)

For the Government of Solomon Islands



Hon. Sheng-Mou Hou, M.D., M.P.H.,  
Ph.D.  
Minister of Health  
Republic of China (Taiwan)



Hon. Johnson Koli, MP  
Minister of Health and Medical Services  
Solomon Islands

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