

中華民國政府與馬拉威共和國政府間 派遣中華民國志工協定

中華民國政府與馬拉威共和國政府為促進兩國經濟、社會、教育及文化等友好關係，經協議如下：

第一條

- 1、中華民國政府同意依據本協定，派遣志工團體至馬拉威共和國服務。
- 2、中華民國志工團體於執行工作時，應接受中華民國駐馬拉威共和國大使館及馬拉威共和國政府有關機關或志工需求單位之監督。

第二條

中華民國政府應將志工團體派定之協調人知會馬拉威共和國政府。上述協調人應依照計畫，先與中華民國駐馬拉威共和國大使館及馬拉威共和國政府有關機關協調連繫後再行分派志工工作。

第三條

- 1、中華民國志工團體應提供志工及協調人（以下簡稱「志工人員」）下列各項費用：
 - a、中華民國與馬拉威共和國間之來回機票；
 - b、派駐馬拉威共和國執行工作期間每個月之生活津貼；
 - c、個人日常之醫療必需品；及
 - d、必要之當地醫療照護。
- 2、中華民國志工團體應為志工人員投保國際醫療險。如遇中方請求時，馬拉威共和國政府承諾提供必要之醫療或運送等之協助及便利。

第四條

馬拉威共和國政府應提供志工人員下列各項便利和協助，另馬拉威共和國政府除關稅外不課徵其他稅捐及規費：

- a、輸入馬拉威共和國或在當地海關倉庫取得為執行工作所需之物品，應免除任何稅捐、關稅及其他規費；
- b、首次抵達馬拉威共和國後六個月內，所輸入之私人物品或家庭用具，應免除關稅、稅捐及其他規費。但不包括倉儲費、搬運費及其他服務費用等；
- c、在馬拉威共和國執行工作期間所領取及（或）源自國外之任何薪資或收入，應免除所得稅及其他稅捐；
- d、志工需求單位應提供免費住所；
- e、志工需求單位應提供志工人員因公赴外地出差所需之交通工具及費用；
- f、馬拉威共和國政府應核發志工人員身分證或工作證；
- g、免除各項領事證照費、入出境規費以及移居之保證金；及
- h、協調人私人使用之車輛（限乙部），馬拉威共和國政府同意暫免徵其關稅、稅捐及其他規費。

第五條

志工人員應先將依上條規定輸入之物品清單提供馬拉威共和國政府，以辦理免徵關稅、稅捐及相關規費等手續。

第六條

依據本協定輸入馬拉威共和國並獲免課徵關稅、稅捐及其他規費之物品，應再輸出至中華民國，除非：

- a、依馬拉威共和國法律規定繳納關稅、稅捐及相關規費後在當地出售；
- b、經馬拉威共和國政府同意後無償贈予馬拉威共和國政府；或
- c、已無商業價值或不適合再輸出。

第七條

協調人得將個人車輛轉讓予其他協調人，馬拉威共和國政府同意繼續暫免徵其關稅、稅捐或其他規費。

第八條

馬拉威共和國政府將採取一切必要措施，確保志工人員居家及工作時之安全。

第九條

馬拉威共和國政府同意賦予志工人員與國際派遣團人員相同之地位及便利，並依計畫與志工人員協商及確認工作內容。

第十條

志工人員於執行工作時之作為或不作為所引起之損害與賠償責任，應由馬拉威共和國政府負責，除非該損害與賠償責任係因志工人員之重大過失或故意造成。

第十一條

志工人員於執行工作時，有關其口頭或文字之表達或行為應不受馬拉威共和國司法管轄和追訴。

第十二條

志工人員在馬拉威共和國服務期間，應遵守馬拉威共和國法律及當地習俗，並不應在馬國境內從事執行工作以外之任何職業或營利活動。

第十三條

馬拉威共和國政府之志工需求單位與志工人員必要時應隨時進行協商，以利相關計畫之有效執行。

第十四條

本協定任一方於必要時通知另一方進行協商，以確保本協定之執行。

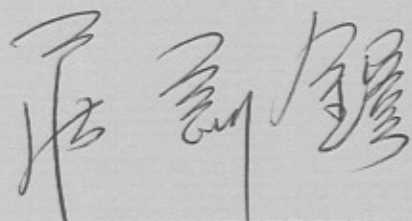
第十五條

本協定應於馬拉威共和國政府通知中華民國政府其已完成國內法定程序之日起生效，並繼續有效至任何一方政府於九十天前循外交途徑以書面通知對方終止本協定之日為止。

為此，締約雙方代表，經雙方政府合法授權，爰於本協定簽字，以昭信守。本協定以中文及英文各繕兩份，二種文字之約本同一作準。

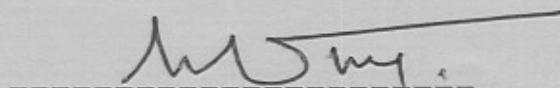
中華民國九十四年十二月十四日，即西元二零零五年十二月十四日訂於里朗威市。

中華民國政府代表



中華民國駐馬拉威
共和國大使莊訓鎧

馬拉威共和國政府代表



馬拉威共和國財政部長
賈德威

**Agreement between the Government of the Republic of China and
the Government of the Republic of Malawi on the Dispatch of Volunteers
from the Republic of China**

The Government of the Republic of China and the Government of the Republic of Malawi in view of strengthening the cordial relations between the two countries in the economic, social, educational and cultural fields have agreed to the following:

Article 1

1. The Government of the Republic of China (hereinafter referred to as ROC) agrees to dispatch a volunteer team to the Republic of Malawi to provide services in accordance with the articles of this Agreement.
2. The ROC volunteer team shall, in the performance of its assigned duties, be under the supervision of the Embassy of the Republic of China in Malawi and the competent government agencies of the Republic of Malawi or the agency that requested the volunteers.

Article 2

The ROC Government shall notify the Government of the Republic of Malawi of the individual designated as Coordinator by the volunteer team. This coordinator shall assign work to the volunteer team in accordance with the volunteer programs after consultation and coordination with the Embassy of the Republic of China in Malawi and the competent government agencies of the Republic of Malawi.

Article 3

1. The ROC volunteer team shall be responsible to provide the volunteers and the Coordinator (hereinafter referred to as the Volunteers) with the following:
 - a) Round trip air tickets between the ROC and Malawi;
 - b) Monthly living allowances during the period of duty in Malawi;
 - c) Medical necessities for personal use;
 - d) Coverage of necessary local medical care expenses
2. The ROC volunteer team shall provide international medical insurance to the Volunteers. The Government of Malawi promises to provide the necessary medical or transport assistance and conveniences to the Volunteers upon request by the ROC Government.

Article 4

The Government of Malawi shall provide the Volunteers with the following conveniences and assistance. *It should be noted that there are no other taxes and charges applicable for imported goods except customs duty in Malawi.*

- a) Exemption from any tax, customs duties and other charges on goods *imported or locally acquired in Malawi from bonded stock for official use*;
- b) Exemption from customs duties, taxes and other charges on their personal articles or household appliances introduced into Malawi within six months of their first entry, except for warehouse expenses, freight charges and other service charges;
- c) Exemption from income tax and other taxes on any wages or income received in Malawi and/or from foreign sources during the period of performance of their duties;
- d) Free lodging by the agency that requested the Volunteers;
- e) Coverage by the agency that requested the Volunteers of the transportation and expenses for work-related trips made by the Volunteers;
- f) Issuance of identification cards or work permits for the Volunteers by the Government of Malawi;
- g) Exemption from fees for consular services, entry or exit, and immigration deposits; and
- h) Temporary exemption from customs duties, tax and any other charges on one vehicle (limited to one) for the Coordinator's personal use.

Article 5

The Volunteers who introduce any goods into Malawi in accordance with Article 4 of this Agreement shall provide a list specifying such goods to the Government of Malawi for processing the exemption from customs duties, taxes and related charges.

Article 6

Every article or goods temporarily introduced into Malawi in accordance with this Agreement with exemptions of customs duties, taxes and related charges shall be re-exported to the Republic of China, unless:

- a) They are sold inside the territory of the Republic of Malawi according to its law, with payment of customs duties, taxes and other related charges;
- b) They are donated to the Government of Malawi with its approval;

- c) They are of no commercial value or not suitable for re-export.

Article 7

When the Coordinator's personal vehicle is transferred to another Coordinator, the Government of Malawi agrees to temporarily exempt that vehicle from all related customs duties, taxes or charges.

Article 8

The Government of Malawi shall take all necessary measures to ensure the safety of the Volunteers at their place of residence and at work.

Article 9

The Government of Malawi agrees to provide the same status and conveniences to the Volunteers as it provides to other international volunteers, as well as to plan and confirm the contents of the work based on the Program and in consultation with the Volunteers.

Article 10

The Government of Malawi shall be responsible for any claims relating to any action or omission by the Volunteers in the course of performing their assigned duties, provided however that such claims do not arise from gross negligence or willful misconduct on the part of the Volunteers

Article 11

The oral or written expressions as well as the behavior of the Volunteers in the course of performing their assigned duties shall not be governed by nor prosecuted under the jurisdiction of Malawi.

Article 12

The Volunteers shall comply with all the laws and customs of Malawi and shall not undertake any professional or lucrative activities outside of the performance of their assigned duties during the period of their stay in Malawi.

Article 13

The agency of the Government of Malawi that requested the Volunteers shall consult with the Volunteers whenever necessary to ensure the effective execution of the Program(s).

Article 14

Either Government may request consultation with the other whenever necessary to ensure the successful implementation of the Agreement.

Article 15

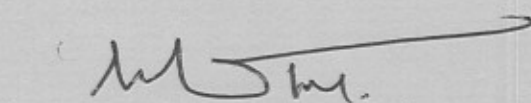
This Agreement shall enter into force when the Government of the Republic of Malawi notifies the Government of the Republic of China of the completion of its domestic legal process and shall remain effective unless either Government terminates it by a ninety-day prior written notice to the other through the diplomatic channels.

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

This Agreement is drawn up in duplicate in the Chinese and English languages, both texts being equally authentic.

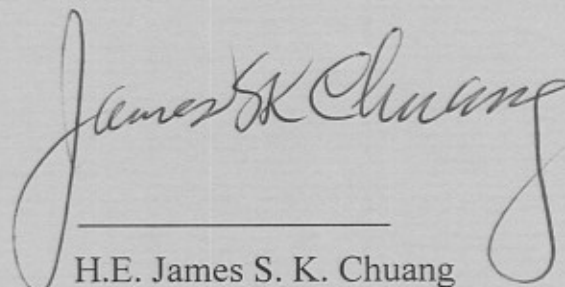
Done in Lilongwe on the 14th day of the 12th month of the 94th year of the Republic of China, corresponding to the 14th day of the 12th month of the year 2005 of the Gregorian calendar.

For the Government of the
Republic of Malawi



Hon. Goodall E. Gondwe
Minister of Finance
of the Republic of Malawi

For the Government of the
Republic of China



H.E. James S. K. Chuang
Ambassador
of the Republic of China