



中華民國（臺灣）政府與甘比亞共和國政府間
派遣志工協定

中華民國（臺灣）政府（以下簡稱“臺灣”）與甘比亞共和國政府（以下簡稱“甘比亞”）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、臺灣同意依據本協定，派遣志工至甘比亞服務。
- 2、臺灣志工於執行工作時，應接受中華民國（臺灣）駐甘比亞共和國大使館及甘比亞政府有關機關或志工服務需求單位之監督。

第二條

臺灣應將指定之志工協調人知會甘比亞。協調人應依照志工計畫，先與中華民國（臺灣）駐甘比亞共和國大使館及甘比亞有關機關協調連繫後，再行分派志工工作。

第三條

- 1、臺灣應提供志工及協調人下列各項費用：
 - a、臺灣與甘比亞間之來回機票；
 - b、派駐甘比亞執行工作期間，每個月之生活津貼；
 - c、個人日常之醫療必需品；
 - d、必要之當地醫療照護費用。
- 2、臺灣應為志工及協調人投保國際醫療險。如遇臺灣請求時，甘比亞承諾提供必要之當地醫療或運送之協助及便利。

第四條

甘比亞應提供志工及協調人下列各項便利及協助：

- a、輸入甘比亞或在當地海關倉庫取得為執行工作所需

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- 之物品，應免徵關稅、稅捐及其他規費；
- b、首次抵達甘比亞後六個月內，所輸入之私人物品或家庭用具，應免徵關稅、稅捐及其他規費。但不包括倉儲費、搬運費及其他服務費用；
 - c、在甘比亞執行工作期間所領取及（或）源自海外之任何薪資及收入，應免徵所得稅及其他稅捐；
 - 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及協調人因公赴外地出差所需之交通工具及費用；
 - f、核發身分證或工作證；
 - g、免除各項領事證照費、入出境規費及移居之保證金；
 - h、協調人私人使用之車輛（限一部），暫免徵其關稅、稅捐及其他規費。

第五條

志工及協調人應先將依前條規定輸入之物品清單，提供甘比亞，以辦理免徵關稅、稅捐及其他規費等手續。

第六條

依據本協定輸入甘比亞並獲免徵關稅、稅捐及其他規費之物品，除有下列情形之一者外，應再輸出至臺灣：

- a、繳納關稅、稅捐及其他規費後，在甘比亞出售；
- b、經甘比亞同意後，無償贈予甘比亞；
- 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，甘比亞同意繼續暫免徵其關稅、稅捐及其他規費。

第八條

甘比亞將採取一切必要措施，確保志工及協調人居家及工作時之安全。

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第九條

甘比亞共和國政府同意賦予志工及協調人與國際志工相同之地位及便利，並依工作計畫與志工及協調人協商及確認工作。

第十條

志工及協調人於執行工作時之作為或不作為所引起之求償，應由甘比亞負責，除非該求償係因志工及協調人之故意或重大過失所造成。

第十一條

甘比亞對於志工及協調人執行工作時之行為，同意給予等同於給予任何第三國及國際組織志工之適當豁免。

第十二條

志工及協調人在甘比亞服務期間，應遵守甘比亞法律及當地習俗，並不應在甘比亞境內從事執行工作以外之任何職業或營利活動。

第十三條

甘比亞之志工服務需求單位與志工及協調人必要時應隨時進行協商，以利工作計畫之有效執行。

第十四條

本協定任一方可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

本協定應於甘比亞通知臺灣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 90 天前循外交途徑以書面通知對方終止本協定。

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二份，二種文字之約本同一作準。

外14

中華民國 94 年 10 月 18 日，即西元 2005 年 10 月 18 日訂於甘比亞共和國首都班竹市。

中華民國（臺灣）政府代表

甘比亞共和國政府代表

張北齊

Mu K. S. J. J.

張北齊

巴拉蓋

駐甘比亞共和國特命全權大使

甘比亞共和國外交部長

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**Agreement
between
the Government of the Republic of China (Taiwan)
and
the Government of the Republic of The Gambia
on the dispatch of volunteers**

The Government of the Republic of China (Taiwan) (hereinafter referred to as "Taiwan") and the Government of the Republic of The Gambia (hereinafter referred to as "The Gambia") 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. Taiwan agrees to dispatch volunteers to The Gambia to provide services in accordance with the articles of this Agreement.
2. Taiwan volunteers shall, in the performance of assigned duties, be under the supervision of the Embassy of the Republic of China (Taiwan) in The Gambia and the competent government agencies of The Gambia or the agency that requests the volunteer service.

Article 2

Taiwan shall notify the Government of The Gambia of the individual designated as coordinator of the volunteers. This coordinator shall assign duties to the volunteers in accordance with the volunteer programs after consultation and coordination with the Embassy of the Republic of China (Taiwan) in The Gambia and the competent government agencies of The Gambia.

Article 3

1. Taiwan shall provide the volunteers and coordinator with the following:
 - a) Round trip air tickets between Taiwan and The Gambia;
 - b) Monthly living allowances during the period of duty in The Gambia;
 - c) Medical necessities for personal use;
 - d) Coverage of necessary local medical care expenses.



2. Taiwan shall provide international medical insurance for the volunteers and the coordinator. The Gambia promises to provide necessary local medical or transport assistance and conveniences to the volunteers and the coordinator upon request by Taiwan.

Article 4

The Gambia shall provide the volunteers and the coordinator with the following conveniences and assistance:

- a) Exemption from customs duties, taxes and other charges on goods imported or locally acquired in The Gambia from bonded stock for official use;
- b) Exemption from customs duties, taxes and other charges on their personal articles or household appliances imported into The Gambia 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 The Gambia and/or from foreign sources during the period of performances of their duties;
- d) Free lodging provided by the agency that requests the volunteer service;
- e) Coverage by the agency that requests the volunteer service of the transportation and expenses for work-related trips made by the volunteers and coordinator;
- f) Issuance of identification cards or work permits ;
- g) Exemption from fees for consular services, entry or exit, and immigration deposits;
- h) Temporary exemption from customs duties, taxes and any other charges on one vehicle (limited to one) for the personal use of coordinator.

Article 5

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

Article 6

All article or goods imported into The Gambia in accordance with this Agreement and for which exemptions of customs duties, taxes and other



charges have been granted shall be re-exported to Taiwan, unless:

- a) They are sold within The Gambia with payment of customs duties, taxes and other charges;
- b) They are donated to The Gambia with its approval;
- c) They are of no commercial value or not suitable for re-export.

Article 7

On the transfer of the coordinator's personal vehicle to another coordinator, The Gambia agrees to temporarily exempt that vehicle from customs duties, taxes and other charges.

Article 8

The Gambia shall take all necessary measures to ensure the safety of the volunteers and the coordinator at their place of residence and at work.

Article 9

The Gambia agrees to provide the same status and conveniences to the volunteers and the coordinator as those provided to other international volunteers, as well as to consult and confirm the duties with the volunteers and the coordinator based on the work programme.

Article 10

The Gambia shall be responsible for any claims relating to any action or omission by the volunteers and the coordinator in the course of performing their assigned duties, except that such claims arise from gross negligence or willful misconduct on the part of the volunteers and the coordinator.

Article 11

The Gambia agrees to grant adequate immunity to the volunteers and coordinator as those accorded to the volunteers of any third nation and international organizations serving in The Gambia for their behavior in the course of performing their assigned duties.

Article 12

The volunteers and coordinator shall comply with all the laws and customs of The Gambia and shall not undertake any professional or lucrative activities outside of the performance of their assigned duties during the



period of their stay in The Gambia.

Article 13

The agency of The Gambia that requests the volunteer service shall consult with the volunteers and coordinator whenever necessary to ensure the effective execution of the work programme.

Article 14

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

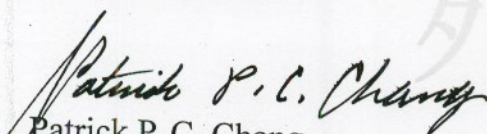
Article 15

This Agreement shall enter into force when The Gambia notifies Taiwan 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.

Done in duplicate in the Chinese and English languages, both texts being equally authentic, on the eighteenth day of the tenth month of the ninety-fourth year of the Republic of China (Taiwan), corresponding to the eighteenth day of October of the year two thousand and five of the Gregorian calendar.

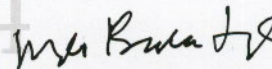
For the Government of the Republic
of China (Taiwan)



Patrick P. C. Chang
Ambassador

The Republic of China (Taiwan) to
the Republic of The Gambia

For the Government of the
Republic of The Gambia



Mousa Gibril Bala-Gaye
Secretary of State for Foreign Affairs
Republic of The Gambia

