

中華民國(臺灣)政府與吉里巴斯共和國政府

關於國際合作發展基金會志工合作協定

中華民國(臺灣)政府(以下稱為“臺灣”)與吉里巴斯共和國政府(以下稱為“吉里巴斯”),兩國政府合稱為“締約雙方”,以加強相互友好與合作關係為目的,就國際合作發展基金會在其「志工-臺灣計畫」(以下簡稱「計畫」)下派遣國際合作發展基金會志工事宜(以下簡稱「志工」),特此確認並同意以下諒解:

1. 臺灣應按照其法律及規章,並在通過預算撥款條件下,根據締約雙方簽訂之互惠合作備忘錄,採取必要措施,以派遣志工到吉里巴斯。
2. 臺灣應提供志工以下項目:
  - a. 臺灣與吉里巴斯之間的國際旅行費用。
  - b. 在他們從事指定任務期間的每月生活津貼。
  - c. 履行他們的職務所需材料及所使用的醫療供應品。
  - d. 適當程度的醫療照顧及住院治療。緊急醫療照顧及急救處理應由吉里巴斯提供。如果產生費用,臺灣應償還吉里巴斯。
3. 吉里巴斯應授予志工以下特權、豁免與利益:
  - a. 根據第二條C項規定履行志工職務而輸入吉里巴斯的所有材料與醫療供應品之關稅、稅賦及其他政府規費之豁

- 免。
- b. 志工抵達吉里巴斯後六個月內所輸入供其個人使用之私人與家用財物之關稅、稅賦和其他政府規費之豁免。
  - c. 在吉里巴斯的志工從事本計畫內相關活動而支領任何來自海外酬勞或津貼，其所得稅及其他政府規費之豁免。
  - d. 志工履行吉里巴斯所指定職務所在地之免租金住宿。
  - e. 履行職務所需之交通工具。
  - f. 為協助志工履行其職務所核發之適當身分證。
  - g. 吉里巴斯應提供志工執行計畫所需之入境及工作許可。
4. a. 吉里巴斯應同意由協調人分配志工在吉里巴斯從事與該計畫有關活動之職務。
- b. 吉里巴斯應授予協調人以下特權、豁免及利益：
- (1) 為履行他們的職務所需相關設備、機具、材料及醫療供應品運輸之關稅、稅賦與其他政府規費之豁免。
  - (2) 協調人抵達吉里巴斯後六個月內所輸入吉里巴斯以供其使用之私人與家用財物，包括每位協調人一輛汽車之關稅、稅賦及其他政府規費之豁免。
  - (3) 吉里巴斯應提供協調人執行計畫所需之入境及工作許可。
5. a. 志工及協調人(以下合稱”計畫人員”)得依第3條 a

及 b 項，及第 4 條 b 項(1)、(2)款規定進口之物品，除食物與飲料外，免關稅、免稅賦與其他政府規費，但應向吉里巴斯專屬機關提出前述財物之明細規格。

b. 依照吉里巴斯有關臨時入境許可之規章，所有免關稅進口之任何耐久財，除下列情況外，均應再次出口：

(1) 這些財物已經在吉里巴斯境內出售，並繳交關稅、稅賦及任何規費，或在吉里巴斯批准後捐贈給吉里巴斯。

(2) 不可能或不適宜為重新出口者。

c. 如有某位協調人將汽車轉讓另一位協調人，依照吉里巴斯法律之所有稅賦，均應予以豁免。

6. 吉里巴斯應採取一切可能措施，以保障計畫人員在履行其職務期間之人身安全與保障。吉里巴斯應賦予計畫人員特權、豁免與利益，包括不低於通常賦予住在吉里巴斯領土內並執行類似活動之多數其他國家及第三國（或）國際組織工作人員之待遇，亦應對於有關於該計畫之所有相關事宜，提供計畫人員完整的告知、磋商與合作。

7. 計畫人員在吉里巴斯境內履行正式職務期間，由於所為之任何作為或不作為，直接或間接關連導致任何之求償主張，應完全由吉里巴斯承擔，惟上述主張應非由於計畫人員一方之重大過失或故意所導致。

8. 計畫人員應遵守吉里巴斯之法律。
9. 締約雙方應經常進行磋商，以促使計畫在吉里巴斯能夠成功執行。
10. 本協定應自簽署日期生效。締約雙方得以換文方式修正之，如締約任一方有意終止本協定，則應以書面通知另一方，本協定效力持續至通知到達對方之日後六個月為止。

本協定以中文及英文各繕兩份，兩種文字約本同一作準。中華民國九十四年十月十一日即公曆二〇〇五年十月十一日訂於臺北。

陳唐山

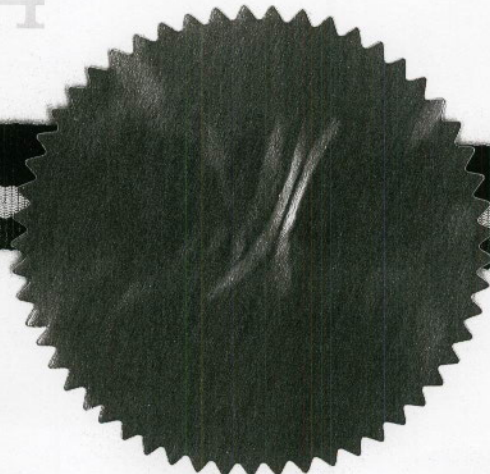
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中華民國(臺灣)

吉里巴斯共和國

外交部部長陳唐山

副總統 歐泰瑪



**AGREEMENT**  
**BETWEEN**  
**THE GOVERNMENT OF THE REPUBLIC OF CHINA**  
**(TAIWAN)**  
**AND**  
**THE GOVERNMENT OF THE REPUBLIC OF KIRIBATI**  
**ON**  
**ICDF-TAIWAN VOLUNTEERS**

The Government of the Republic of China (Taiwan) (hereinafter referred to as "Taiwan") and the Government of the Republic of Kiribati (hereinafter referred to as "Kiribati"), and the two governments jointly as "the contracting Parties", with a view to strengthening the friendly and cooperative relationship mutually, and with reference to the dispatch of Volunteers of the International Cooperation and Development Fund (ICDF) (hereinafter referred to as "the Volunteers") under the ICDF-Taiwan Volunteers Programme (hereinafter referred to as "the Programme"),

Have hereby confirmed and agreed the following understandings:

1. Taiwan shall, in accordance with its laws and regulations and subject to budgetary appropriations, take necessary measures to dispatch the Volunteers to Kiribati according to the "Memorandum of Understanding (MOU) on Bilateral Cooperation Programmes Between the Republic of China (Taiwan) and the Republic of Kiribati."
2. Taiwan shall provide the Volunteers with the following:
  - a. Air fares for international travel between Taiwan and Kiribati;

- b. Monthly living allowances during the period of their assignment;
  - c. Materials necessary for the performance of their duties and medical supplies necessary for their own use;
  - d. An appropriate level of medical care and hospitalization; Emergency medical attention and first aid shall be provided by Kiribati. If any cost is incurred, Taiwan shall reimburse such costs to Kiribati.
3. Kiribati shall grant the Volunteers the following privileges, exemptions and benefits:
- a. Exemption from customs duties, taxes and other governmental charges on all materials and medical supplies introduced into Kiribati in accordance with paragraph 2(c) for use in the performance of their duties;
  - b. Exemption from customs duties, taxes and other governmental charges on their personal household effects introduced into Kiribati for their own use within six months of their arrival;
  - c. Exemption from income tax and other governmental charges in respect of any remuneration or allowances received by the Volunteers in Kiribati from abroad in connection with their activities under the Programme;
  - d. Rent-free housing accommodations at places assigned by Kiribati where they are to perform their duties;
  - e. Local transportation necessary for the performance of their duties;
  - f. Issuance of appropriate identification cards to Volunteers to

- facilitate the performance of their functions.
- g. Entry and work permits as required in connection with the implementation of the Programme.
4. a. Kiribati shall accept the Coordinators who will discharge the duties to the Volunteers, related to the activities of the Programme in Kiribati.
- b. Kiribati shall grant the Coordinators the following privileges, exemptions and benefits:
- (1) Exemption from customs duties, taxes and other governmental charges in respect of the importation of the equipment, machinery, materials and medical supplies, necessary for the performance of their functions.
  - (2) Exemption from customs duties, taxes and other governmental charges on their personal and household effects, including one motor vehicle for each Coordinator, introduced into Kiribati for their own use within six months of their arrival.
  - (3) Entry and working permits as required in connection with the implementation of the Programme.
5. a. The Coordinators and the Volunteers (hereinafter referred to jointly as the "Programme Personnel") may import goods, excluding foodstuff and beverages, free of customs duties, taxes and other governmental charges in accordance with paragraph 3 (a) and (b) and paragraph 4 (b) (1) and (2), but shall present specifications of such goods to the appropriate authorities in Kiribati.
- b. In compliance with the regulations of Kiribati concerning

temporary admission, all durable goods imported free of customs duties, taxes and charges of any kind shall be re-exported unless:

(1) They are sold within the territory of Kiribati with the payment of customs duties, taxes and charges of any kind, or donated to Kiribati on its approval; or

(2) Such re-exportation is impossible or inappropriate.

c. In case motor vehicles are transferred from one Coordinator to the other Coordinator, all applicable taxes according to the laws of Kiribati shall be exempted.

6. Kiribati shall take every possible measure to ensure the personal safety and security of Programme Personnel in the course of their duties. Kiribati shall accord Programme Personnel such privileges, exemptions and benefits as are no less favourable than those accorded to the nationals and staff of any third country or of any international organization performing similar activities in the territory of Kiribati; and shall fully inform, consult and cooperate with Programme Personnel with respect to all matters concerning the Programme.

7. Kiribati shall bear claims, if any relating directly or indirectly to any action performed or omission made by the Programme Personnel in the course of their official duties in Kiribati, provided however that such claims do not arise from the gross negligence or willful misconduct on the part of the Programme Personnel.



8. Programme Personnel shall comply with the laws of Kiribati.
9. The contracting Parties shall hold consultations, from time to time, for the successful implementation of the Programme in Kiribati.
10. This Agreement shall enter into force on the date of its signature. It may be amended by an exchange of notes between the contracting Parties and shall remain in force until six months after the date of the written notification from either Party to the other of its intention to terminate it.

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

陳唐山

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Tan-Sun Chen  
Minister of Foreign Affairs  
The Republic of China (Taiwan)

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Teima Onorio  
Vice President  
The Republic of Kiribati