

中華民國政府（臺灣）與馬拉威共和國政府間技術暨職業訓練合作協定

中華民國（臺灣）政府與馬拉威共和國政府（以下稱「締約雙方」）為加強兩國間既存友好關係，並促進技術暨職業訓練合作，茲協議如下：

第一條 專家派遣

中華民國（臺灣）政府應馬拉威共和國政府之請求，同意派遣4名職訓專家（包括電腦、電工、汽車修護及傢俱木工等職類）前往馬拉威共和國協助發展技術暨職業訓練計畫，以促進產業發展。

第二條 中華民國（臺灣）政府義務

中華民國（臺灣）政府同意負擔職訓專家往返馬拉威共和國之旅費及在馬國服務期間之各項薪津、保險費及當地交通費。

第三條 馬拉威共和國政府義務

馬拉威共和國政府同意：

- 一、免費提供中華民國（臺灣）政府職訓專家備有家

具及水電設施之住所及辦公室；惟水費、電話費及電費則由職訓專家自付；

- 二、豁免職訓專家各項薪津及其他所得之稅捐；
- 三、豁免職訓專家及眷屬抵達馬拉威共和國六個月內，其私人財物及家庭用品之進口關稅及其他稅捐；前述物品於任務結束而運離馬拉威共和國時，其出口關稅及其他稅捐亦應予豁免；
- 四、豁免職訓專家為執行本協定工作所需進口之設備、機具及其他物料之進口關稅及其他稅捐；
- 五、給予職訓專家充分之保護及等同於第三國政府暨國際機構派在馬拉威共和國服務之技術合作人員所享之待遇。

第四條 訓練教材及設備

- 一、訓練教材應由締約雙方指派之職訓專家，參考中華民國（臺灣）政府提供之英文教材據以編纂。
- 二、中華民國（臺灣）政府捐贈之訓練設備及教材應用於本協定之合作計畫。
- 三、馬拉威共和國政府同意負責列管登記及維護管理中華民國（臺灣）政府所捐贈之訓練設備，並於中華民國（臺灣）政府請求時，提供列管登錄及

其他有關資料。

第五條 種子教師

中華民國（臺灣）政府提供馬拉威共和國政府甄選之 8 名種子教師每月 100 美元之津貼；為加速前述職類之技術轉移，馬拉威共和國政府應負責訂定種子教師管理辦法，明訂渠等應有之服務年限。

第六條 馬拉威人員在中華民國（臺灣）參訓

中華民國（臺灣）政府同意於舉辦海外職業訓練師研習班時，接受馬拉威共和國政府選派人員來臺參訓。馬國參訓人員自馬拉威共和國至中華民國（臺灣）間之往返旅費及在中華民國（臺灣）參訓期間之生活及訓練費用均應由中華民國（臺灣）政府負擔。馬國參訓人員應符合締約雙方規定之參訓資格及條件。

第七條 修訂

本協定得經締約雙方共同同意後以外交換文方式修訂之。

本協定任何修訂應以外交換文方式通知，且自復略接受修訂之日起生效。

第八條 生效、效期及終止

本協定效期回溯自 2005 年 1 月 1 日起至公元 2006 年 12 月 31 日止。

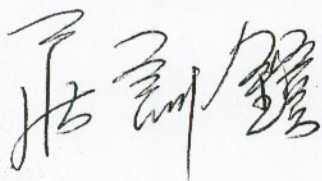
除非締約一方政府於本協定效期屆滿 6 個月前以書面通知對方終止本協定，本協定自動逐次延展其效期 2 年。

為此，締約雙方代表各經其政府授權，爰於本協定簽字，以昭信守。

本協定以中文及英文各繕兩份，兩種文字約本同一作準。

中華民國 94 年 8 月 31 日即公元 2005 年 8 月 31 日訂於馬拉威共和國里朗威市

中華民國政府（臺灣）代表 馬拉威共和國政府代表



莊訓鎧

駐馬拉威共和國特命全權大使



李朋嘉

馬拉威共和國勞工暨職訓

部部長

**AGREEMENT
BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF CHINA
(TAIWAN)
AND
THE GOVERNMENT OF THE REPUBLIC OF MALAWI
ON
TECHNICAL AND VOCATIONAL TRAINING COOPERATION**

The Government of the Republic of China (Taiwan) and the Government of the Republic of Malawi (hereinafter together referred to as the "Contracting Parties")

DESIROUS of strengthening and consolidating the existing friendly relations between the two countries; and,

WISHING to promote cooperation in technical and vocational training,

HEREBY AGREE as follows:

ARTICLE I

DISPATCH OF EXPERTS

The Government of the Republic of China (Taiwan) at the request of the Government of the Republic of Malawi, agrees to dispatch four vocational training experts (in the fields of computers, electrical engineering, motor vehicle repairs and cabinet-making) to the Republic of Malawi to render assistance in developing its technical and vocational training programs aimed for industrial development.

ARTICLE II

**OBLIGATIONS OF THE GOVERNMENT OF THE
REPUBLIC OF CHINA (TAIWAN)**

The Government of the Republic of China (Taiwan) shall:

- (a) pay travel expenses for the said experts to and from the Republic of Malawi;
- (b) their salaries, allowances, insurance costs; and,
- (c) local transportation costs in the Republic of Malawi.

ARTICLE III

OBLIGATIONS OF THE GOVERNMENT OF THE REPUBLIC OF MALAWI

The Government of the Republic of Malawi shall:

- (a) provide the said experts, free of charge, furnished housing and offices, excluding payment for utility bills (water, telephone and electricity shall be the responsibility of the experts themselves);
- (b) exempt the said experts from taxes on their salaries and allowances;
- (c) exempt the said experts and their dependents from all import tariffs, duties and other taxes on their personal and household effects for a period of six months beginning from their arrival in the Republic of Malawi. The said experts should also be exempted from export tariffs for personal effects shipped out of the Republic of Malawi at the end of their services;
- (d) exempt the said experts from all import tariffs, duties and other taxes on the equipment, machinery and other materials required for the work of the experts; and,
- (e) provide adequate security to the said experts and grant them the same treatment as is accorded to the personnel of any third nation and international organizations serving in the field of technical cooperation in the Republic of Malawi.

ARTICLE IV

MATERIALS AND EQUIPMENT FOR TRAINING

- (a) The teaching materials, using the English teaching materials provided by the Government of the Republic of China (Taiwan) as reference, shall be progressively developed by the experts assigned by the Contracting Parties.
- (b) The training equipment and teaching materials donated by the Government of the Republic of China (Taiwan) shall be used for the cooperation programs stipulated in this Agreement.
- (c) The Government of the Republic of Malawi shall establish inventory control of the equipment, and to be responsible for maintaining training equipment; and provide inventory control and other relevant information at the request of the Government of the Republic of China (Taiwan).

ARTICLE V

SECONDED INSTRUCTORS

- (a) The Government of the Republic of China (Taiwan) shall provide a monthly allowance of one hundred United States dollars (US\$100) for each of the eight seconded instructors chosen and assigned by the Government of the Republic of Malawi.
- (b) In order to expedite the transfer of skills and expertise to the said fields, the Government of the Republic of Malawi shall develop the necessary regulations for the management of the seconded instructors during the period of their service to the relevant fields.

ARTICLE VI

TRAINING OF MALAWIAN PARTICIPANTS IN THE REPUBLIC OF CHINA (TAIWAN)

- (a) The Government of the Republic of China (Taiwan) shall accept personnel selected by the Government of the Republic of Malawi to

participate in study tours or seminars organized for overseas vocational training instructors.

- (b) The Government of the Republic of China (Taiwan) shall pay the travel expenses of Malawian participants to and from the Republic of China (Taiwan) as well as their living and training expenses during their stay in the Republic of China (Taiwan).
- (c) The Malawian participants shall meet the training qualifications and criteria set by the Contracting Parties.

ARTICLE VII

AMENDMENT

- (a) This Agreement may be amended by mutual consent by the Contracting Parties through the exchange of diplomatic notes.
- (b) Any amendment to this Agreement shall be notified by exchange of notes through the diplomatic channel and shall become effective on the date which the reply note accepts the proposed amendment.

ARTICLE VIII

ENTRY INTO FORCE, DURATION, AND TERMINATION

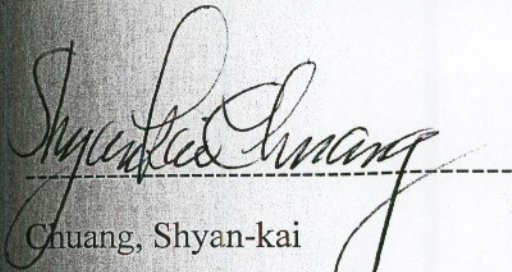
- (a) This Agreement shall enter into force retrospectively on 1st January 2005 and shall remain valid until December 31, 2006.
- (b) This Agreement shall automatically be extended, each time for two years, unless either Government terminates it upon written notice to the other, six months prior to its expiry.

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

DONE in duplicate in Chinese and English, both texts being equally authentic, at Lilongwe City in the Republic of Malawi on this 31st day of the Eighth month of ninety-fourth year of the Republic of China (Taiwan), corresponding to the 31st day of the Eighth month of the year two thousand and five.

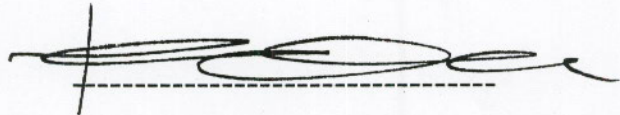
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FOR THE GOVERNMENT OF
THE REPUBLIC OF CHINA (TAIWAN)



Chuang, Shyan-kai
Ambassador Extraordinary and
Plenipotentiary to the Republic
of Malawi

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FOR THE GOVERNMENT OF
THE REPUBLIC OF MALAWI



Hon. Dr. Ken Lipenga, M. P.
Minister of Labour and
Vocational Training

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