

AGREEMENT

ON

AGRICULTURAL TECHNICAL COOPERATION

BETWEEN

TAIWAN

AND

THE GOVERNMENT OF THE REPUBLIC OF THE FIJI ISLANDS

Taiwan and the Government of the Republic of the Fiji Islands, in the spirit of friendly relations existing between the two countries and their peoples, Desiring to enhance and consolidate these relations by means of closer cooperation in the field of agricultural development;

Have agreed as follows:

ARTICLE 1

AGRICULTURAL TECHNICAL MISSION MEMBERS

Taiwan agrees to send to the Republic of the Fiji Islands an Agricultural Technical Mission [hereafter referred to as "the Mission"]. The Mission shall include a Mission Leader and five members to carry out research and demonstration in vegetable, tropical fruits and flower production. The five members shall consist of a horticultural research scientist, three extension specialists, and a floricultural specialist.

ARTICLE 2

MISSION RESEARCH/EXTENSION ACTIVITIES

- (a) The Mission shall continue with the research work on the selection of vegetables and tropical fruits varieties that are of suitable quality and/or all year round production.
- (b) To enable the transfer of technology, the Mission shall provide appropriate demonstrations on farms and also produce publications for extension workers and farmers.
- (c) The Mission shall investigate the select vegetable crops and tropical fruits best adapted to the local condition with potential market and formulate a production and marketing pilot project. The project would cover
- (i) organizing vegetable, tropical fruits and flower production ;
 - (ii) marketing works to assist the establishment of farmers organization ; and
 - (iii) establishing vegetable, tropical fruits and flower production and marketing system.
- (d) The Government of the Fiji Islands shall make land available for the purpose of the Mission's activities.
- (e) The agricultural produce grown by the Mission, except the portion thereof required for personnel consumption by the Mission and for

- use for seeds and specimens, shall be sold. The proceeds from sale shall be deposited in the Agricultural Development Revolving Fund.
- (f) To establish the Agricultural Development Revolving Fund, a joint account shall be opened at a reliable local bank and be managed by the Government of Republic of the Fiji Islands and the Mission. The funds are to be used exclusively for the purpose of agricultural development in Fiji.
- (g) The Agricultural Development Revolving Fund shall not be used without the mutual consent of Taiwan and the Government of the Republic of the Fiji Islands.

ARTICLE 3

MISSION FINANCE, COMMITMENTS AND ACTIVITIES

Taiwan agrees:

- (a) to pay salaries, air tickets between Taipei and Suva, living expenses and insurance premiums for all members of the Mission during the period of their stay in the Republic of the Fiji Islands;
- (b) to pay for all members of the Mission any expenses arising from
- surgery ;
 - dental treatment ; and

- hospitalization as well as other medical treatment required to be administered outside the Republic of the Fiji Islands;
- (c) to pay all expenses arising from administration of the Mission, except as otherwise stated in this Agreement;
- (d) to supply the Mission with farming machinery, tools, irrigation equipment, seeds, fertilizers, and pesticides, which are made/manufactured /produced in Taiwan and vehicles needed for the implementation of this Agreement;
- (e) to pay for the running and maintenance costs of the above-mentioned farm machinery, equipment and vehicles;
- (f) that a delegation of the Government of the Fiji Islands will be invited to visit Taipei by the relevant authorities of Taiwan at a time mutually agreed between the two countries to observe, study and decide on appropriate agricultural developments applicable to local environment/situation; and
- (g) to provide short-term experts to commission a study on value-adding considering excess production in vegetables, fruits and root crops and enhance the capability of the Product Development Unit at the Koronivia Research Station.

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ARTICLE 4

FIJI GOVERNMENT COMMITMENTS AND UNDERTAKINGS

The Government of the Republic of the Fiji Islands agrees to:

- (a) provide the Mission with the services of graduate scientists whenever possible from within its staffing establishment;
- (b) provide adequate office space with necessary facilities;
- (c) provide all members of the Mission with suitable housing accommodation with necessary hard furnishings, water, and electricity;
- (d) provide all members of the Mission with necessary visas, work permits, and other documentation required during their services in the Republic of the Fiji Islands;
- (e) provide for regular medical examination and treatment at Government medical facilities for all members of the Mission within the Republic of Fiji Islands;
- (f) provide the Mission with such other farming tools as may be agreed to mutually by both Governments to supplement those specified in subsection (d) of Article 3 above;

- (g) provide transport for such machinery, tools, materials, and other equipment to the project sites;
- (h) provide the transport and subsistence costs of the counterpart staff participating in the projects under this Agreement; and
- (i) provide the Mission with the necessary assistance for quarantine purposes concerning the importation of items as specified in subsection (d) of Article 3 provided that such assistance complies with the Government Quarantine Act and Regulation of the Republic of the Fiji Islands.

ARTICLE 5
PRIVILEGES AND EXEMPTIONS

The Mission and its members including the Leader shall enjoy the following privileges and exemptions during their stay in the Republic of the Fiji Islands:

- (a) exemption from income tax on salaries and other allowances received from Taiwan;
- (b) exemption from import duties on personal and house effects including professional instruments, apparatus, and implements of each member and his immediate family who are not Fiji nationals or have not acquired permanent residence status in the Republic of the

Fiji Islands provided that such goods are imported within 6 months from date of his/her arrival to take up post in the Republic of the Fiji Islands. The expression "personal and household effects" should not be taken to include – boats, firearms, motor vehicles, food, and consumables ;

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- (c) exemption from fiscal duty on all goods including any plant, machinery, and equipment, which shall include motor vehicles and material, to be used by the Mission in connection with the duties to be performed in the Republic of the Fiji Islands provided that import Value Added Tax (VAT) liability shall be paid at the time of importation;
 - (d) exemption from fiscal duty on the importation of all items referred to in subsection (d) of Article 3 provided that the import VAT liability is paid at the time of importation;
 - (e) other privileges and exemptions no less favorable than those granted to other foreign technicians under technical cooperation agreements with the Republic of the Fiji Islands;
 - (f) liability to pay the VAT on imported goods used by the Mission to carry out its work programme is to be borne by the Fiji Ministry of Agriculture, Sugar and Land Resettlement; and
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- (g) disposal of goods within 5 years cleared under duty concession shall be subject to the provisions of Section 17 of the Customs Tariff Act.

ARTICLE 6

ACTIVATION DATE AND DURATION OF PROJECT

This Agreement shall enter retroactively into force on 25th April 2004, and shall remain valid for a period of three [3] years until 24th April 2007.

Either country may terminate the Agreement ninety [90] days after notice in writing has been given to the other country.

ARTICLE 7

PROJECT REVIEWS

Parties to this Agreement shall meet every six [6] months to assess the project activities.

ARTICLE 8

AMENDMENT TO THE AGREEMENT

The Agreement and all subsequent supplementary agreements may be amended by common agreement between the two countries.

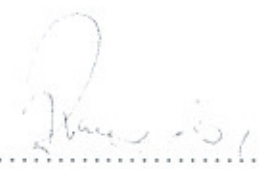
IN WITNESS WHEREOF, the undersigned, being duly authorized thereto by their respective Countries, have signed this Agreement.

Done in duplicate in the English language at Taipei on this 16th day of the 11th month of the year Two thousand and five.

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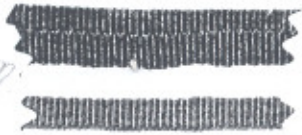


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Tan-Sun Chen
Minister of Foreign Affairs
Taiwan



.....
Haitia B. Tuisese
Minister for
Agriculture, Sugar
And Land Resettlement
Fiji

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臺灣與斐濟群島共和國政府間農業技術合作協定（中譯本）

臺灣與斐濟群島共和國政府，基於兩國及其國民間既存之友好關係，擬藉農業發展方面之密切合作，加強並鞏固此種友好關係，爰經雙方協議如次：

第一條 農業技術團成員

臺灣同意派遣由團長一人及團員五人所組成之農業技術團（以下簡稱該團）前往斐濟群島共和國就蔬菜，熱帶水果及花卉生產進行示範與研究工作。五人含一位花卉、三位推廣及一位園藝專家。

第二條 技術團研究／推廣活動

- （一） 該團將繼續從事篩選適宜於生產各類全年蔬菜及熱帶水果之研究工作。
- （二） 為技術轉移起見，該團將提供適當之農場示範，並出版刊物供推廣人員與農民使用。
- （三） 該團將調查以選擇最適宜當地情況及具有市場潛力之蔬菜作物及熱帶水果，並明確妥訂生產與行銷之示範計畫。該計畫將包含：1、組織蔬菜、熱帶水果及花卉生產。2、行銷工作，俾協助成立農民組織。3、建立蔬菜，熱帶水果及花卉之生產與行銷

系統。

- (四) 斐濟群島共和國政府應提供該團示範之農場。
- (五) 該團所生產之農產品除供該團人員消費及留種外，應悉數出售，出售農產品所得之款項將存放於農業發展循環基金。
- (六) 設立農業發展循環基金，由該團與斐濟群島共和國政府在當地可靠銀行設立共管聯名帳戶，且僅供斐濟農業發展之用。
- (七) 農業發展循環基金非經臺灣及斐濟群島共和國政府之同意，不得動用。

第三條 技術團之財務承諾與活動

臺灣同意：

- (一) 支付該團全體人員在斐濟群島共和國停留期間之薪金、臺北及蘇瓦間之機票、生活費及保險費；
- (二) 支付該團全體人員因手術、牙科診療、住院以及其他需要在斐濟群島共和國境外醫療之費用；
- (三) 負擔該團行政費用，惟本協定另有規定者不在此限；
- (四) 供應該團為履行本協定所需而在臺灣生產、製造之

農機具、器材、灌溉用設備、種子、肥料、殺蟲劑及車輛；以及

- (五) 支付上述農機具、設備及車輛使用之維修費；
- (六) 在兩國同意之時間，臺灣得邀請斐濟政府之代表團來臺進行觀摩、研究，以及決定適合當地環境狀況之妥當農業發展項目；
- (七) 以派遣短期專家方式協助對生產過剩之水果蔬菜，及根作物進行加值可行性之研究，協助提升Koronivia 農業研究所產品發展組之功能。

第四條 斐濟政府之承諾與擔保

斐濟群島共和國政府同意：

- (一) 提供該團斐濟內部編制內科技研究人員之可能服務；
- (二) 提供該團工作用之適當辦公處所以及必要之設備；
- (三) 提供該團全體人員備有必要傢俱及水電設備之適當房舍；
- (四) 提供該團全體人員於斐濟群島共和國政府服務期間所需之簽證、工作許可證以及其他必備之文件；
- (五) 提供在斐濟群島全團團員於公營醫療機構作定期之

健康檢查及治療；

- (六) 提供兩國共同認為必需補充前述第三條第四款所列各項物品以外之農具；
- (七) 提供農機具物件及器材至計畫地區之運輸；
- (八) 支付參與本協定計畫之配合人員所需之交通及生活費用；以及
- (九) 提供該團進口前述第三條第四款所列各項物品檢疫所需之協助，惟此類協助須符合斐濟群島共和國政府檢疫法規。

第五條 特權與免稅

該團及其團員包括團長在斐濟群島共和國停留期間應享有下列特權及豁免：

- (一) 豁免由臺灣所支付薪金及其他津貼之所得稅；
- (二) 豁免團員及其家屬，惟不包括已為斐濟公民及已取得永久居留權者，自抵斐濟群島就任之六個月內進口個人及家庭用品包括專業儀器、設備之進口稅；上述個人及其家庭用品應不包括船隻、武器、車輛、食物、及消耗品；

- (三) 豁免在斐濟群島共和國境內執行職務所需包括種
苗、機器、設備、車輛乙部及材料之稅捐，惟進口
時需繳交進口加值稅；
- (四) 豁免前述第三條第四款所列各種物品之進口稅捐，
惟進口時需繳交進口加值稅；
- (五) 不少於其他外國技術人員在與斐濟群島共和國技術
合作協定下之所享之其他特權及豁免；
- (六) 該團因業務需要進口之物品所支付之加值稅由斐濟
農、糖、土地規劃部負擔；
- (七) 五年內處分享有免稅特權之物品時，須依照關稅法
第十七節之規定辦理。

第六條 執行與計畫期限

本協定溯自二〇〇四年四月二十五日起生效，效期三
年，至二〇〇七年四月二十四日終止。任何一方國家得
於書面通知他方國家後九十日終止之。

第七條 計畫檢討

締約雙方應每六個月會商評估各項計畫。

第八條 協定之修改

本協定以及其後所有補充協定均可經由兩國協議修正之。
為此，兩國合法授權之代表爰於本協定簽字，以昭信守。
於西元二〇〇五年 三月十八日以英文繕製兩份在台北簽
署。

臺灣代表

外交部長 陳唐山

斐濟群島共和國政府代表

農、糖、土地規劃部長 伊來提亞、圖伊賽賽