

中華民國(臺灣)政府與馬拉威共和國政府間

醫療合作協定

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中華民國(臺灣)政府與馬拉威共和國政府(以下稱「締約雙方」)為加強及鞏固兩國間既存友好關係，並促進醫療合作，茲協議如下：

第一條

中華民國(臺灣)政府應馬拉威共和國政府之請求，同意派遣一個由十到十五名團員組成之醫療團(以下稱「該團」)赴馬拉威共和國姆祖祖市中央醫院服務。

該團人員專長由締約雙方另行議定之。

第二條

該團在馬拉威共和國姆祖祖市中央醫院醫事人員密切配合下，其任務為進行治療性及防治性之醫療活動，並提供醫療諮詢服務。

該團不從事法律性之醫療鑑定工作。

### 第三條

馬拉威共和國政府同意提供姆祖祖市中央醫院正常營運所需經費、醫事人力及行政支援。

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### 第四條

中華民國(臺灣)政府同意負擔該團人員往返馬拉威共和國之旅費及渠等在馬國服務期間之薪津、保險費及交通工具。

### 第五條

馬拉威共和國政府同意：

- (一)、免費提供該團人員在姆祖祖市中央醫院院區內備有傢俱之宿舍及辦公室；
- (二)、豁免該團人員於馬拉威境外所得之各項薪津及其他收入之稅捐；
- (三)、豁免該團人員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予豁免；
- (四)、豁免該團為執行本協定工作所需之藥品、醫療器材、機器及其他設備之進口關稅及其他稅捐，並給予通

關、放行及提領之便利；及

(五)、給予該團人員充分之保護及等同於第三國政府暨國際組織派在馬拉威共和國服務之技術合作人員所享之禮遇。

## 第六條

中華民國(臺灣)政府設立「臺灣醫療獎學金」，贊助馬拉威共和國政府遴派之合格醫師至台灣或非洲地區接受專科訓練。

本「臺灣醫療獎學金」下設一委員會，由中華民國(臺灣)駐馬拉威共和國大使館、馬拉威共和國衛生部，以及馬國醫學院各派代表一名組成。該委員會負責本獎學金之運作，並由中華民國(臺灣)駐馬拉威共和國大使館定期或不定期召集會議。

「臺灣醫療獎學金」申請資格、每年培訓科別與人數、獎學金金額等，由委員會建議，經中華民國(臺灣)政府同意後訂定。

「臺灣醫療獎學金」經費將在中馬合作議定書年度援款中支應。

## 第七條

接受本協定第六條「臺灣醫療獎學金」之馬國學員完成

專科訓練後，應回馬國姆祖祖中央醫院服務，服務年數應與領取獎學金之年數相同。其未依約回馬國服務者，馬國政府應負責收回渠所領取之獎學金金額，歸還中華民國(臺灣)政府。

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#### 第八條

該團人員除年度休假外，另享有締約雙方所分別規定之國定假日。

#### 第九條

本協定未盡事宜及任何執行期間有關之糾紛，應由締約雙方以友好之協商方式解決之。

#### 第十條

本協定得經締約雙方共同同意後以換文方式修訂之。

#### 第十一條

本協定經締約雙方代表簽字後，效期回溯自公元二〇〇五年一月一日起至公元二〇〇九年十二月三十一日止。在本協定效期屆滿三個月前，倘雙方未提書面異議，將自動展期，每次續延五年。

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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。

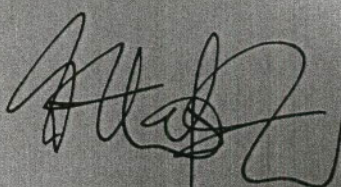
本協定以中文及英文各繕兩份，兩種文字約本同一為準。

中華民國九十四年一月十三日，即公元二〇〇五年一月十三日，訂於臺北。

中華民國(臺灣)政府代表

馬拉威共和國政府代表

陳唐山

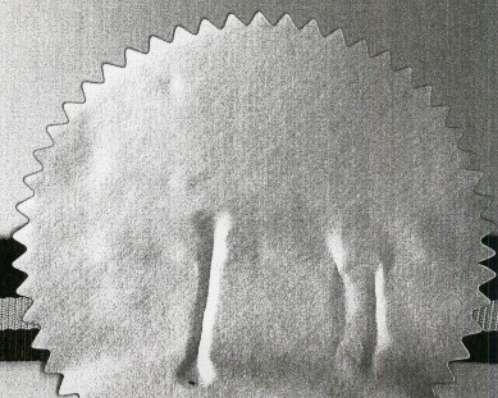
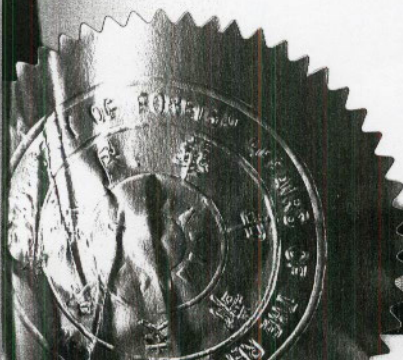


外交部長

陳唐山

外交部長

賈鵬達



**AGREEMENT**  
**BETWEEN**  
**THE GOVERNMENT OF THE REPUBLIC OF CHINA**  
**(TAIWAN)**  
**AND**  
**THE GOVERNMENT OF THE REPUBLIC OF MALAWI**  
**ON**  
**MEDICAL COOPERATION**

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

BEING desirous to strengthen and consolidate the existing friendly relations between the two countries; and

WISHING to promote medical cooperation;

HEREBY AGREE as follows:

**ARTICLE I**

The Government of the Republic of China (Taiwan), at the request of the Government of the Republic of Malawi, agrees to dispatch a Medical Mission of ten to fifteen personnel (hereinafter referred to as "the Mission") to serve in the Central Hospital at Mzuzu City in the Republic of Malawi.

The expertise of the Mission members shall be decided by the Contracting Parties.

## ARTICLE II

The purpose of the Mission is, under the close cooperation with the medical personnel of the Central Hospital at Mzuzu City, to undertake therapeutic and preventive medical activities and offering consultative medical service.

The Mission shall not engage in matters relating to forensic medicine.

## ARTICLE III

The Government of the Republic of Malawi agrees to provide expenditures, medical personnel and administrative support necessary for the operation of the Central Hospital at Mzuzu City.

## ARTICLE IV

The Government of the Republic of China (Taiwan) agrees to pay travel expenses for members of the Mission to and from the Republic of Malawi, and their salaries, allowances, insurance fees and local transportation in the Republic of Malawi.

## ARTICLE V

The Government of the Republic of Malawi agrees to:

provide members of the Mission, free of charge, furnished housing and offices in the compound of the Central Hospital at Mzuzu City;

exempt members of the Mission from taxes on their salaries and allowances earned from outside Malawi;

exempt members of the Mission and their dependants 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 members of the Mission will also be exempted from export tariffs, duties and other taxes for personal effects shipped out of the Republic of Malawi at the end of their service;

exempt the Mission from all import tariffs, duties and other taxes on the medicine, medical equipment, machinery and other materials required for the work of the Mission and facilitate customs clearance; and

provide adequate security to members of the Mission and grant them the same courteous treatment as is accorded to the personnel of any third nation or of any international organization serving in the field of technical cooperation in the Republic of Malawi.

#### ARTICLE VI

The Government of the Republic of China (Taiwan) shall set up a "Taiwan Medical Scholarship" to sponsor eligible Malawian medical doctors to receive specialist training in Taiwan or in the African region.

A Committee shall be formed to oversee the operations of the scholarship. The Committee will include one member each from the Embassy of the Republic of China (Taiwan) in Malawi, the Ministry of Health of the Republic of Malawi, and the Medical College of Malawi. The Committee meeting, whether periodical or not, will be convened by the Embassy of the Republic of China (Taiwan) in Malawi.

The requirements of applicants, the number of specialist trainees, and the amount of the annual medical scholarship will be proposed by the Committee through the Embassy of the Republic of China (Taiwan) and shall be finally decided upon by the Government of the Republic of China (Taiwan) every year.

Funding for the Taiwan Medical Scholarship shall come from the annual budget of the Protocol of Cooperation between the Republic of China (Taiwan) and the Republic of Malawi.



## ARTICLE VII

The Malawian trainees mentioned in Article VI shall be obliged to serve at the Central Hospital at Mzuzu City upon the completion of their specialist training. The period of their compulsory service should be equal to the number of years of the medical scholarship the trainee has received. Should the trainees, on their own accord, fail to return to and serve in the Republic of Malawi, the Malawi Government will be obligated to collect from the trainees an amount of money equal to that spent on the scholarship so that the funds can be reimbursed to the Government of the Republic of China (Taiwan).

## ARTICLE VIII

Members of the Mission should be entitled to have the public holidays stipulated by the Contracting Parties in addition to their annual leave.

## ARTICLE IX

The Contracting Parties should handle matters not stipulated in this Agreement or settle any dispute during the validity of this Agreement by means of friendly consultation.

## ARTICLE X

The Agreement may be amended by mutual consent by the Contracting Parties through the exchange of diplomatic notes.

## ARTICLE XI

This Agreement shall enter into force retrospectively on 1st January 2005 and remain valid until 31st December 2009. This Agreement may be

extended automatically for further successive periods of five years each unless one of the Contracting Parties has denounced it in writing at least three months prior to the expiration of the current period.

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

DONE in duplicate in Chinese and English, both texts being equally authentic, at Taipei on this thirteenth day of the first month of the ninety fourth year of the Republic of China (Taiwan), corresponding to the thirteenth day of January of the year two thousand and five.

For the Government of  
the Republic of China (Taiwan)

Tan Sun CHEN Ph.D.  
Minister of Foreign Affairs  
Republic of China(Taiwan)

For the Government of  
the Republic of Malawi

Dr. George CHAPONDA  
Minister of Foreign Affairs  
Republic of Malawi