

中華民國(臺灣)政府與馬拉威共和國政府間

農業技術合作協定

中華民國(臺灣)政府與馬拉威共和國政府為加強及鞏固兩國間既存友好關係，並促進農業技術合作，經雙方各指派代表獲致協議如下：

第一條

中華民國(臺灣)政府同意派遣一個農業技術團(以下簡稱該團)前往馬拉威共和國提供技術合作如下：

- 一、推廣社區玉米增產計畫；
- 二、執行玉米及水稻採種計畫；
- 三、輔導經營及管理糧食作物發展訓練中心；
- 四、輔導經營及管理園藝發展訓練暨推廣服務；
- 五、引進優良之蔬菜及果樹品種，改進栽培技術；
- 六、提供農民、推廣及研究人員相關農業訓練課程；

第二條

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各項薪津及保險費。中華民國(臺灣)政府亦同意提供該團所需之交通工具及農機具。

第三條

馬拉威共和國政府同意：

- 一、提供該團人員免費備有傢具及水電設施之住所及辦公室，惟水費、電話費及電費則由該團自付；
- 二、豁免該團人員薪津及所得之稅捐；
- 三、免除該團人員及眷屬入境馬拉威共和國所需之私人家庭用品之進口稅、關稅及其他稅捐；
- 四、免除該團工作時所需進口設備、種籽、肥料、殺蟲劑、農機具及其他物料等之進口稅、關稅及其他稅捐；
- 五、給予該團工作所需之動植物種原進口證明；
- 六、給予該團人員充分之保護及依任何第三國及(或)國際組織在馬拉威共和國從事技術合作之人員所享之待遇。

第四條

馬拉威共和國政府同意提供該團為發展推廣區以及舉辦農業講習之人力及必要協助。

第五條

中華民國(臺灣)政府同意於舉辦農技講習時，接受馬拉威共和國政府派員來華參加。前述人員自馬拉威共和國至中華民國間之往返旅費及在中華民國參訓所需之生活費均由中華民國(臺灣)政府負擔。

第六條

本協定自雙方政府簽字之日起生效，效期五年。除非締約一方政府於本協定效期截止六個月前以書面通知對方終止本協定，本協定自動延展其效期五年。

第七條

本協定得由雙方政府協議經由換文方式修訂之。
為此、雙方代表各經其政府授權、爰於本協定簽字，以昭信守。

本協定以中英文各繕兩份，兩種文字約本同一作準。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

賈鵬達

外交部長

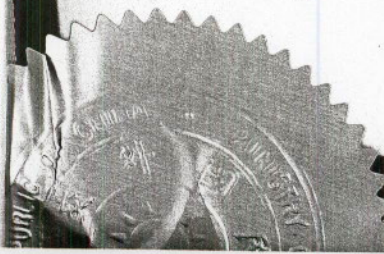
外交部長

陳唐山

賈鵬達

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

The Government of the Republic of China (Taiwan) and the Government of the Republic of Malawi;

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

WISHING to promote technical cooperation in agriculture;

HEREBY AGREE as follows:

ARTICLE I

The Government of the Republic of China (Taiwan) agrees to dispatch an agricultural technical mission (hereafter referred to as the Mission) to the Republic of Malawi to extend technical cooperation in:

1. implementation of the community based maize production project;
2. implementation of the maize and rice seed proliferation project;
3. assistance of the operation and management of the food crops development and training centre;
4. assistance of the operation and management of the horticultural development, training and extension services;
5. introduction of assorted vegetable and fruit varieties as well as improved cultivation technologies; and
6. provision of training courses, workshops and seminars on agriculture to farmers, extension and research officers.

ARTICLE II

The Government of the Republic of China (Taiwan) agrees to pay the travel expenses of the members of the Mission to and from the Republic of Malawi, and to cover their salaries, allowances and insurance costs during their tour of service. It also agrees to provide the Mission with transport facilities and farm machinery.

ARTICLE III

The Government of the Republic of Malawi agrees to:

1. provide to the members of the Mission, free of charge, furnished housing and offices but payment for utility bills (water, telephone and electricity) shall be the responsibility of members of the Mission;
2. exempt the members of the Mission from taxes on their salaries and allowances;
3. exempt the members of the Mission and their dependents from all import tariffs, duties and other taxes on their personal and household effects on their arrival in the Republic of Malawi;
4. exempt the Mission from all import tariffs; duties and other taxes on the equipment, seeds, fertilizers, pesticides, farm machinery and other materials necessary for the work of the Mission;
5. issue the required phytosanitary and zoosanitary certificates for the Mission to import into the Republic of Malawi the improved crops and breeding stocks necessary for its tasks; and
6. provide adequate protection to the members of the Mission and grant them treatment equal to that accorded to the people of any third nation and/or international organizations serving in technical cooperation areas in the Republic of Malawi.

ARTICLE IV

The Government of the Republic of Malawi agrees to provide the Mission with the required labour force and help in developing the extension areas and holding seminars on agricultural technologies:

ARTICLE V

The Government of the Republic of China (Taiwan) agrees to invite personnel nominated by the Government of the Republic of Malawi to participate in study tours or seminars on agricultural technologies. The Government of the Republic of China (Taiwan) shall pay the travel expenses of the Malawian participants to and from the Republic of China, as well as their accommodation, living and daily expenses.

ARTICLE VI

This Agreement shall enter into force on the date of its signature by both Governments and shall remain valid for a period of five years.

This Agreement shall automatically be extended for an additional term of five years unless either Government terminates it upon written notice to the other six months prior to its expiry.

ARTICLE VII

This Agreement may be amended by mutual agreement between the two Governments through the exchange of notes.

IN WITNESS WHEREOF the undersigned, 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.

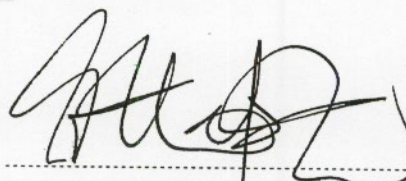
For the Government of
the Republic of China(Taiwan)

For the Government of
the Republic of Malawi

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陳震山

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



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Dr. George CHAPONDA
Minister of Foreign Affairs
Republic of Malawi

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