

中華民國國際合作發展基金會與泰國皇家計畫基金會間農業技術合作協定

中華民國國際合作發展基金會（以下簡稱「甲方」）與泰國皇家計畫基金會（以下簡稱「乙方」），

鑒於自一九七三年起雙方既存之農業技術合作；

確認雙方在農業發展方面之合作成效卓著並裨益雙方；

咸欲加強在皇家計畫上之合作，以增進彼此間關係；

茲經充分授權；

爰締結本協定，以執行「中華民國援助皇家研究與發展計畫」，以延續先前之合作。

甲方同意提供該計畫技術協助如下：

- 一、 果樹研究與發展計畫，
- 二、 蔬菜研究與發展計畫，
- 三、 食品加工之研究與發展計畫。

前述各項計畫之執行，須按優先順序，並經共同諮商與同意。

第一章 協定範圍與雙方義務

第一條

- 一、 甲方同意派遣一經雙方同意由農業專家數人組成之中華民國農業技術團（以下簡稱「該團」）以執行前述計畫。
- 二、 甲方應負擔該團專家往返泰國之旅費及在泰國服務期間之薪津。
- 三、 乙方應豁免該團專家之薪津所得稅，以及個人及家庭用具之進口稅及稅捐。
- 四、 乙方應給予該團人員及其眷屬在泰國服務期間出入境之方便，以及免費提供該團人員一般醫療檢查及治療。

第二條

- 一、 甲方應提供該團所需由中華民國生產之農具及種籽。
- 二、 乙方應豁免上述農具及種籽之關稅及其他稅捐，支付其倉租、碼頭規費及其他有關費用，並負責將之運抵本計畫所在地。

第三條

乙方應提供該團足夠之勞工，非中華民國生產之必要農具、種籽、肥料及農藥，以及提供該團人員備有家具之住宅、公務用交通工具及辦公處所與服務。

第四條

該團所生產之農產品，除保留部分供該團本身消費或作種籽及樣品之外，均應交予乙方。

第五條

甲方同意在乙方提出並經甲方許可後，提供在中華民國境內執行訓練與觀摩訪問之獎學金。

第六條

乙方應對經雙方同意之研究或發展計畫以書面申請援助，其完成之書面報告應提交予甲方。

第二章 一般條款

第七條

本協定經簽署後自二〇〇二年元月一日起生效，效期三年。其後本協定每次將自動續延三年，除非任一方在協定屆滿前六個月以書面通知對方終止之。

本協定用英文繕寫兩份。

為此，締約雙方代表各經其本國政府正式授權爰於本協定簽字，以昭信守。

中華民國九十年十二月二十七日即公曆二〇〇一年十二月二十七日簽署於泰國清邁。

國際合作發展基金會代表

董事長 田弘茂博士

泰國皇家計畫基金會代表

主席 畢沙迪親王

Agreement
on
the Agricultural Technical Cooperation
between
the International Cooperation and Development Fund,
Republic of China
and
the Royal Project Foundation,
Kingdom of Thailand

The International Cooperation and Development Fund, Republic of China (hereinafter referred to as the "First Party") , and the Royal Project Foundation, Kingdom of Thailand (hereinafter referred to as the "Second Party") ,

Considering the agricultural technical cooperation which has existed between both parties since 1973;

Recognizing the excellent results of the cooperation between both parties in the field of agricultural development which has benefited both parties;

Desiring to consolidate the cordial relations by means of furthering closer cooperation on the Royal Project;

Being duly authorized;

Have agreed to sign this Agreement to implement the program entitled "The Assistance from the Republic of China for the Royal Project on Research and

Development" as an extension of previous cooperation. The First Party agrees to provide technical assistance to the projects as follows: (1) Fruit Research and Development, (2) Vegetable Research and Development, (3) Research and development of natural healthy food and food processing. The implementation of each project shall base on priority order, and subject to mutual consultation and agreement.

Section I. Scope of this Agreement and Obligations of the Parties.

Article I

1. The First Party agrees to dispatch a R.O.C. Agricultural Technical Mission (hereinafter referred to "the Mission") which shall be composed of certain mutually agreed number of agricultural experts, to carry out the aforementioned projects.
2. The First Party shall defray the traveling expenses of the aforementioned experts of the Mission to and from Thailand and shall pay their salaries and allowances during the period of their service in Thailand.
3. The Second Party shall exempt the aforementioned experts from taxation on their salaries and allowances, and from import duties and taxes on their personal and household effects.
4. The Second Party shall accord the members of the Mission and their dependents facilities for their

entry into, and departure from Thailand during the period of their service, and shall provide free general medical checkup and treatment for members of the Mission.

Article II

1. The First Party shall provide the Mission with the necessary agricultural implements and seeds available in the Republic of China.
2. The Second Party shall exempt the said agricultural implements and seeds from customs duties and other taxes, shall pay warehousing, wharfage and other related expenses and shall be responsible for transporting them to the locality of the Project.

Article III

The Second Party shall provide the Mission with adequate manual labours, the necessary agricultural implements and seeds not produced in the Republic of China, fertilizers, pesticides, furnished housing for the members of the Mission, and transportation for all official purposes, as well as office accommodation and services.

Article IV

The agricultural products raised by the Mission, except a reasonable portion thereof kept for the consumption of the Mission or for the use of seeds and specimens, shall be turned over to the Second Party.

Article V

The First Party agrees to grant scholarships on training and study tours conducted in the Republic of China as requested by the Second Party and agreed on by the First Party.

Article VI

The Second Party shall present the written application for assistance in research and/or development projects mutually agreed on by both parties, and the final reports of the projects to the First Party.

Section II. General Provision

Article VII

This Agreement shall enter into force from the first day of January 2002 after its signature, and shall remain effective for a period of three years and thereafter it shall be automatically renewed for further successive periods of three years each unless either Party terminates it upon six-month prior written notice to the other.

IN WITNESS WHEREOF, being duly authorized by their respective Governments, the representatives of the two contracting Parties have affixed their signatures thereto.

Done at Chiang-Mai, the Kingdom of Thailand in duplicate in the English language on the twenty-seventh day of December of the ninety year of

the Republic of China, corresponding to the twenty-seventh day of December of the year two thousand and one.

For the International
Cooperation and
Development Fund, R.O.C.

For the Royal
Project Foundation,
Kingdom of Thailand

Dr. Hung-mao Tien
Chairman

M.C. Bhisatej Rajani
Chairman