

中華民國行政院農業委員會與巴布亞紐幾內亞農牧部間農業技術合作協定（中譯本）

第一條 中華民國行政院農業委員會（以下簡稱中華民國農委會）同意並已派遣一農業技術團（以下簡稱「農技團」）至巴布亞紐幾內亞（以下簡稱「巴紐」）。

第二條 巴紐農牧部將在策劃、執行、督導以及評估研究與發展方面與農技團共同合作，以確保農技團之方案，符合巴紐政府糧食政策。

第三條 巴紐農牧部發展示範農民，應與農技團共同挑選示範農民與場地。

第四條 由示範農民生產之所有農產品，除農技團消費或留種及樣品所需外，應悉數交由示範農民處置。

第五條 中華民國農委會同意：

- 一 支付農技團全體人員往還巴紐旅費及渠等在巴紐工作期間之薪津及地區加給；
- 二 除本協定另有規定者外，支付農技團全部行政費用；
- 三 負擔農技團全體人員之綜合保險；
- 四 提供農技團所需之種籽、苗圃、化學藥品、肥料及產自中華民國或自其他國家進口之農耕機具、灌溉設施及零件；
- 五 支付農耕機具之操作及維修費用；
- 六 支付由巴紐農牧部依第六條第一款之規定提供農技團發電機所需潤滑油料之費用；
- 七 依據巴紐所定工資標準，支付農技團所僱工人之工資；
- 八 確保農技團與巴紐農牧部共同合作，以規劃和實現符合巴紐政府發展糧食政策之研究與發展計畫；
- 九 農技團應以每季及年度為基準，就其工作計畫進度向巴紐農牧部報告，以便告知雙方政府此一合作計畫之進展；
- 一〇 農技團應將不再需要之機器與設備移交予巴紐農牧部；
- 一一 農技團應基於其計畫需要提供短期專家。

第六條 巴紐農牧部同意：

- 一 提供農技團暨其工作人員備有傢俱與水電設備之合適辦公廳舍及提供農技團人員備有水電設施之宿舍，負擔例行維修費用，以及提供經常需用之發電機潤滑油料及其他物品。
- 二 准許免稅進口車輛及第五條第四款所載之各項物品，並為上述物品提供由港口或機場至目的地之運輸。
- 三 提供農技團進口前述第五條第四款所列各項物品為檢疫目的所必需之協助。
- 四 採取各項措施，以使有關人員能參加農技團工作，其人數由雙方同意決定之。

五 指派一名連絡官，以便提供布貝亞農業試驗站所需之必要協助。

第七條 巴紐農牧部對於農技團全體人員暨其眷屬承允：

- 一 安排團員及其眷屬在巴紐享有合理費用之醫療服務；
- 二 保證渠等在巴紐任職期間，免稅進口家庭及個人物品，惟上述免稅進口之物品，在其服務終止以前，不得出售或以其他方式處理；
- 三 保證渠等免除得自中華民國行政院農業委員會之薪津、福利及加給之一切稅捐；
- 四 安排當地法令規定所需之簽證、居留證及工作證；
- 五 本條未規定事項，應以巴紐政府同等階級與年資公務人員通常享有之優遇畀予該團人員；
- 六 給予在巴紐境內商業銀行開設「非居民外幣帳戶」之權利，以儲蓄由中華民國農委會給付之所有薪津、酬金及津貼，並給予隨時得將該帳戶存款轉至巴紐以外任何國家之權利；
- 七 保證農技團團員於國際危機時比照類似機構待遇，享有接運返國之相同便利；
- 八 一旦發生危急狀況，且對農技團員及眷屬之生命、安全及動產足以構成高度或潛在威脅時，應採取如提供守衛、自衛器材等一切必要措施。

第八條 巴紐農牧部承擔與農技團作業有關之所有風險，並應負責處理第三者向中華民國農委會或農技團成員之主管當局所提出之任何索賠請求，並於前述單位及人員遭遇本協定所安排活動而發生任何索賠時，提供保護，免受損害。惟雙方同意該索賠倘係因重大疏忽或劣行所造成者，不在此限。

第九條 農技團人員如因故不適宜再繼續執行任務時，中華民國農委會有權將其調回，另派員接替，並負擔其旅費。

第一〇條 農技團人員不得從事與本協定第一條所定農技團任務不相符之活動。

第一一條 本協定自簽署之日起生效，並繼續有效至任何一方政府於 90 日前以書面通知另一方政府終止協定為止。

第一二條 爲此，經雙方政府合法授權之代表簽字於本協定，以昭信守。本協定以英文各繕 2 份。

中華民國 99 年 8 月 30 日即公曆 2010 年 8 月 30 日訂於臺北

陳武雄
中華民國行政院農業委員會
主任委員

約翰希奇
巴布亞紐幾內亞
農牧部部长

AGREEMENT ON AGRICULTURAL TECHNICAL
COOPERATION BETWEEN THE COUNCIL OF
AGRICULTURE OF THE REPUBLIC OF CHINA (TAIWAN)
AND THE DEPARTMENT OF AGRICULTURE AND
LIVESTOCK OF PAPUA NEW GUINEA (PNG)

Article I

The Council of Agriculture of the Government of the Republic of China (Taiwan) has agreed to send to Papua New Guinea (PNG) an Agricultural Technical Mission (hereinafter referred to as "the Mission").

Article II

The Department of Agriculture and Livestock of PNG shall collaborate with the Mission in the planning, implementation, monitoring and evaluation of the research and development programme to ensure that the project is consistent with the PNG government policy on food sector development.

Article III

The Department of Agriculture and Livestock of PNG shall collaborate with the Mission in the selection of model farmers' sites for the development of model farmers.

Article IV

All agricultural produce raised by the model farmers, except for the purpose of Mission's own consumption or for the use of seeds and specimens, shall be handed over to the model farmers for disposal.

Article V

The Council of Agriculture of the Republic of China (Taiwan) agrees:

- (1) To defray the travelling cost of the members of the Mission to and from the project sites in Papua New Guinea and pay their remuneration and regional allowances during the period of their services in Papua New Guinea;
- (2) To pay all the administrative expenses for the Mission except as otherwise stated in this agreement;
- (3) To be responsible for all the insurance for the member of the Mission;
- (4) To provide the mission with seeds, plant nursery, chemicals, fertilizers, agricultural and irrigation machinery and implements and spare parts made in Taiwan or imported from the other countries;
- (5) To pay the running expenses and the cost of maintenance of the

agriculture machinery and implements;

- (6) To pay the cost of motor grease provided to the Mission by the Department of Agriculture and Livestock of Papua New Guinea specified in subsection (1) of Article VI of this agreement;
- (7) To pay salaries to the workers hired by the Mission in accordance with the salary standard in Papua New Guinea;
- (8) To ensure that the Mission will collaborate with the Department of Agriculture and Livestock in the planning and implementation of the R&D programme in accordance with the PNG Government policy on food sector development;
- (9) To ensure that the Mission will report to the Department of Agriculture and Livestock on the progress of their work programme on a quarterly and annual basis as a way of informing the two governments on the progress of this collaborative programme;
- (10) To hand over to the Department of Agriculture and Livestock the machinery and equipment of the Mission which are no longer needed; and
- (11) To provide short-term experts based on the needs of the mission projects.

Article VI

The Department of Agriculture and Livestock of Papua New Guinea agrees:

- (1) To provide suitable furnished office and dormitory with adequate water and electricity supply for both the Mission and its members; and also to pay the routine maintenance cost; and to provide where possible motor grease and other materials that may be needed from time to time;
- (2) To grant duty free importation of vehicles and all items specified in subsection (4) of Article V and to provide transportation for the above-mentioned goods from harbour or airport to the project site;
- (3) To provide necessary assistance for quarantine purposes to the Mission, in the importation of items as specified in subsection (4) of Article V above;
- (4) To take every measure to enable the relevant personnel to participate in the work of the Mission, the number of personnel will be decided by both sides; and
- (5) To appoint one liaison-officer in order to provide necessary assistance as required in the Bubia Agricultural Experimental Stations.

Article VII

With regard to the members and dependants of the Mission, the

Department of Agriculture and Livestock of Papua New Guinea undertakes;

- (1) To provide medical services in Papua New Guinea at a reasonable cost for members and the dependants of the Mission;
- (2) To grant them, during their tenure of service, exemption from import duties and other duties and taxes on their personal household effects which are not allowed to be sold or otherwise disposed of before the termination of their assignment;
- (3) To grant them exemption from all taxes on their salaries, fringe benefits and allowances paid to them by the Council of Agriculture of the Republic of China (Taiwan);
- (4) To arrange their visas, resident and employment permits in accordance with local regulations;
- (5) With respect to specific points not covered within the subsection of this Article, to award to the members of the Mission the same privileges as would normally be enjoyed by the Senior Civil Servants of comparable rank and seniority of the Government of Papua New Guinea;
- (6) To accord the right to conduct a "non-resident external account" with a commercial bank in Papua New Guinea into which all payments received from the Council of Agriculture of the Republic of China (Taiwan), either stipends, emoluments or allowances may be deposited, and the right to transfer to any country outside of Papua New Guinea any balance in such an account any time;
- (7) To guarantee the same repatriation facilities in times of international crisis for the Mission members as are enjoyed by organization of comparable status; and
- (8) To take all necessary measures during a crisis situation such as providing guards, rendering protective facilities, etc., whenever the said situation becomes an eminent or potential threat to the life, security, chattels and effects of the mission members and the dependants.

Article VIII

The Department of Agriculture and Livestock of Papua New Guinea will bear all risks associated with the operation, will be responsible for dealing with any claim which may be brought up by the third parties against either the Council of Agriculture of the Republic of China (Taiwan), its executive authority of the Mission members and will provide the aforesaid with protection from damage in case of any claim resulting from activities under the arrangements unless where it is mutually agreed by the parties of this agreement that such claim arises from gross negligence or willful misconduct.

Article IX

If any member of the Mission is no longer suitable in performing his duty, the Council of Agriculture of the Republic of China (Taiwan) has the right to recall him and replace him with another specialist and pay his traveling costs.

Article X

The members of the Mission shall not undertake any other activities that are not in conformity with the duty as specified in Article I.

Article XI

This Agreement shall enter into force from the date of signature and remain in force until termination. It may be terminated by either government with a ninety days prior written notice.

Article XII

IN WITNESS WHEREOF, the undersigned being duly authorized by their respective Governments, have signed duplicate copies of the Agreement in the English language.

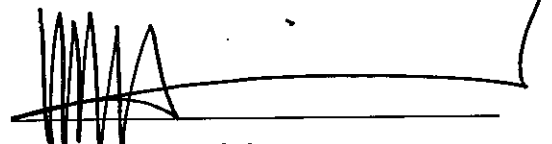
Done in Taipei on this 30th day of the eight month of the ninety nine year of the Republic of China (Taiwan),
Corresponding to the 30th day of August (month) of the year two thousand and ten in the Gregorian calendar.

FOR THE COUNCIL OF
AGRICULTURE OF THE
REPUBLIC OF CHINA (TAIWAN)



HON. Wu-hsiung Chen
Minister
Council of Agriculture

FOR THE DEPARTMENT OF
AGRICULTURE AND
LIVESTOCK OF PAPUA NEW
GUINEA



HON. John Hickey
Minister
Department of Agriculture and
Live Stock

