

possible by the High Contracting Parties in accordance with their respective constitutional requirements and it shall come into force as from the day of the exchange of ratifications, which shall be effected at Taipei.

IN FAITH WHEREOF, the above-mentioned Plenipotentiaries have signed the present Treaty and have affixed thereto their seals.

DONE in duplicate at Madrid, this Nineteenth day of the Second month of the Forty Second year of the Republic of China, corresponding to the Nineteenth day of February of the year One Thousand Nine Hundred and Fifty Three.

For the Republic of China (Signed) Yü Tsune-chi

For Spain (Signed) Alberto Martín Artajo

定手續儘速批准，自互換批准書之日起，發生效力。批准書之互換應在臺北舉行。

為此，雙方全權代表爰於本約簽字蓋印，以昭信守。

中華民國四十二年二月十九日即公曆一千九百五十三年二月十九日訂於馬德里

中華民國代表：于 焯 吉

西班牙代表：阿伯鐸馬丁亞達和



EXCHANGE OF NOTES CONCERNING TRADE RELATIONS BETWEEN THE REPUBLIC OF CHINA AND SPAIN

中西(班牙)貿易
協定換文(譯文)

Signed and exchanged on December 3, 1956;
Entered into force at same date.

四十五年十二月三日簽換
同日生效

I. Note from H. E. Dr. Yü Tsune-chi, Chinese Ambassador, to H. E. Don Alberto Martín Artajo, Minister of Foreign Affairs of Spain

一、中華民國駐西班牙于大使焯吉致西班牙外交部部長馬丁亞達和之照會

December 3, 1956

Your Excellency:

逕啓者：

In accordance with the common desire of the Government of the Republic of China and the Government of Spain to develop and expand trade between their two countries, I have the honour to inform Your Excellency that the Government of the Republic of China is prepared to conclude with the Government of Spain a trade agreement in the following terms:

依據中華民國政府與西班牙國政府發展並擴大兩國間貿易之共同願望，本大使茲謹奉達貴部長，中華民國政府現準備與西班牙國政府簽訂一項貿易協定，其條款如下：

1. Subject to its laws and regulations in force, the Government of the Republic of China will authorize the payment of services, the export to Spain of goods originating and coming from the Republic of China and the import of goods originating and coming from Spain.

(一)除受其現所實施之法律規章之限制外，中華民國政府對於一切勞務之支付；對於產於及來自中華民國貨品之輸往西班牙以及產於及來自西班牙貨品之輸入中華民國，將予核可。

Subject to its laws and regulations in force, the Government of Spain will authorize the payment of services, the export to the Republic of China of goods originating and coming from Spain and the import of goods originating and coming from the Republic of China.

Both countries shall strive to develop to the utmost the export and import of all kinds of products of benefit to each other's economy.

2. The Government of the Republic of China and the Government of Spain shall agree to establish an account (hereafter referred to as "the Account") in terms of U.S.A. dollars into which all payments arising from the exchange of goods and services shall be entered. The Bank of Taiwan and the Spanish Institute for Foreign Exchange shall agree upon the system of operation of the Account.

Other kinds of payments agreed upon between the Bank of Taiwan and the Spanish Institute for Foreign Exchange may also be effected through the Account.

The Account shall carry no interest and the amount of overdraft allowable on it shall not exceed 300,000 U.S.A. dollars at any time.

3. In the event of the Account's showing a balance, on the debit or on the credit side, of more than 300,000 U.S.A. dollars, the debtor country shall be bound to pay in U.S.A. dollars, through a New York bank, to the creditor country, the surplus existing at the end of the third month counting from the date on which the surplus arose, if any such still exists.

If the Party having a balance in its favour in the Account is agreeable, the payment of the surplus may also be made in some other currency than U.S.A. dollars.

At the expiration of the present Agreement the debtor country may effect the payment of the amount of the balance then existing by exporting goods to the creditor country within a period of six months. At the end of this period the debtor country shall pay the amount of the balance in the form prescribed in the two paragraphs above.

4. The Government of the Republic of China will apply to import of goods originating and coming from Spain the same customs tariffs that it applies to similar goods from any other country.

除受其現所實施之法律規章之限制外，西班牙國政府應對於一切勞務之支付；對於產於及來自西班牙貨品之輸往中華民國以及產於及來自中華民國貨品之輸入西班牙，將予核可。

兩國對於有利於彼此經濟之各種產品之輸出及輸入，應竭力儘量擴展之。

(二) 中華民國政府與西班牙國政府應同意設立一項美金帳戶(以下簡稱本帳戶)，凡因貨品交換及勞務所引起之一切支付，均應記入本帳戶。本帳戶之實用程序，應由台灣銀行與西班牙外匯管理局商定之。

經台灣銀行與西班牙外匯管理局商定之其他種類之支付亦得由本帳戶支付之。

本帳戶應不計收利息，無論何時，透支總額不得超過美金三十萬元。

(三) 當本帳戶之借方或貸方差額逾美金三十萬元時，債務國應於逾額發生之日起計算至第三個月終了之日(倘是時逾額依然存在)，將逾額帳款經由一紐約銀行以美金償付債權國。

倘經本帳戶有多餘差額一方之同意，逾額帳款之支付，亦可以美金以外之其他貨幣支付之。

在本協定終止之日，債務國對彼時所存在之差額之支付，得於六個月之期限內，以貨品輸往債權國之方式為之。

期限終了，債務國應以前兩項所規定之方式，支付該項差額之總數。

(四) 中華民國政府對產於及來自西班牙國之貨品之輸入，應照其實施於來自任何其他國家之同樣貨品，適用同一關稅稅率。

5. The Government of Spain will apply to import of products originating and coming from the territory of the Republic of China its autonomous recognized tariff of customs duties.

6. The goods originating and coming from either of the two countries shall not, in any case, be subject—as regards other duties or charges than those mentioned in paragraphs 4 and 5, methods of applying these, rules and formalities connected with exports and imports, regulations relating to taxation on, sales, the distribution, or the use of exported and imported goods—to different or higher duties, taxes, or charges, nor to different or more disadvantageous formalities than those which affect or may affect the same goods originating and coming from any other third country.

7. This Agreement shall come into force from today, and shall remain in force for a period of one year, unless either Government gives notice to the other three months in advance of its intention to terminate the Agreement, it shall automatically be extended for another period of one year and so on thereafter.

If Your Excellency would confirm the foregoing provisions on behalf of the Government of Spain, the present Note and your confirming Note should constitute a trade agreement between the Government of the Republic of China and the Government of Spain.

Accept, Your Excellency, the assurances of my highest consideration.

(Signed) Yü Tsune-chi
Ambassador Extraordinary and
Plenipotentiary of the
Republic of China

His Excellency Don Alberto Martin Artajo,
Minister of Foreign Affairs of Spain.

II. Note from H. E. Don Alberto Martin Artajo,
Minister of Foreign Affairs of Spain, to H. E.
Dr. Yü Tsune-Chi, Chinese Ambassador to Spain

December 3, 1956

Your Excellency:

I have the honor to acknowledge receipt of Your

(五) 西班牙國政府對產於及來自中華民國境內之貨品之輸入，應適用其所實施之最低關稅稅率。

(六) 產於及來自兩國間任何一國之貨品——關於第四五兩項所規定以外之其他關稅或費用；適用與輸出輸入有關之各項規則及手續之方法；與輸出輸入貨品之課稅，銷售，分配或使用有關之規定——在任何情形下，不得課以異於或高於對產於及來自任何第三國同樣貨品現在或將來所徵收之關稅或費用，亦不得適用異於或苛於對產於及來自任何第三國同樣貨品現在或將來所適用之手續。

(七) 本協定應自本日起生效，並在一年之期限內繼續有效，除經任何一方政府以三月之先期通知表示其終止本協定之意旨外，本協定應即自動延展一年，以後依此類推。

上述各項規定，如荷
貴部長代表西班牙國政府惠予證實，則本照會與
貴部長證實之復照當構成中華民國政府與西班牙國政府間一項貿易協定。

本大使順向
貴部長表達最崇高之敬意。

此致

西班牙國外交部部長阿伯鐸馬丁亞達和閣下

中華民國特命全權大使

于煥吉 (簽字)

公曆一九五六年十二月三日於馬德里

二、西班牙外交部部長馬丁亞達和致中華民國駐西班牙于大使煥吉之復照

逕復者：

接准

Excellency's note dated to-day which reads as follows:

“Your Excellency:

In accordance with the common desire of the Government of the Republic of China and the Government of Spain to develop and expand trade between their two countries, I have the honour to inform Your Excellency that the Government of the Republic of China is prepared to conclude with the Government of Spain a trade agreement in the following terms:

1. Subject to its laws and regulations in force, the Government of the Republic of China will authorize the payment of services, the export to Spain of goods originating and coming from the Republic of China and the import of goods originating and coming from Spain.

Subject to its laws and regulations in force, the Government of Spain will authorize the payment of services, the export to the Republic of China of goods originating and coming from Spain and the import of goods originating and coming from the Republic of China.

Both countries shall strive to develop to the utmost the export and import of all kinds of products of benefit to each other's economy.

2. The Government of the Republic of China and the Government of Spain shall agree to establish an account (hereafter referred to as “the Account”) in terms of U.S.A. dollars into which all payments arising from the exchange of goods and services shall be entered. The Bank of Taiwan and the Spanish Institute for Foreign Exchange shall agree upon the system of operation of the Account.

Other kinds of payments agreed upon between the Bank of Taiwan and the Spanish Institute for Foreign Exchange may also be effected through the Account.

The Account shall carry no interest and the amount of overdraft allowable on it shall not exceed 300,000 U.S.A. dollars at any time.

3. In the event of the Account's showing a balance, on the debit or on the credit side, of more than 300,000 U.S.A. dollars, the debtor country shall be bound to pay in U.S.A. dollars, through a New York bank, to the creditor country, the surplus existing at the end of the third month

貴大使本日照會內開：

〔逕啓者：

依據中華民國政府與西班牙國政府發展並擴大兩國間貿易之共同願望，本大使茲謹奉達貴部長，中華民國政府現準備與西班牙國政府簽訂一項貿易協定，其條款如下：

(一) 除受其現所實施之法律規章之限制外，中華民國政府對於一切勞務之支付；對於產於及來自中華民國貨品之輸往西班牙以及產於及來自西班牙貨品之輸入中華民國，將予核可。

除受其現所實施之法律規章之限制外，西班牙國政府應對於一切勞務之支付；對於產於及來自西班牙貨品之輸往中華民國以及產於及來自中華民國貨品之輸入西班牙，將予核可。

兩國對於有利於彼此經濟之各種產品之輸出及輸入，應竭力儘量擴展之。

(二) 中華民國政府與西班牙國政府應同意設立一項美金帳戶(以下簡稱本帳戶)，凡因貨品交換及勞務所引起之一切支付，均應記入本帳戶。本帳戶之實用程序，應由台灣銀行與西班牙外匯管理局商定之。

經台灣銀行與西班牙外匯管理局商定之其他種類之支付亦得由本帳戶支付之。

本帳戶應不計收利息，無論何時，透支總額不得超過美金三十萬元。

(三) 當本帳戶之借方或貸方差額逾美金三十萬元時，債務國應於逾額發生之日起計算至第三個月終了之日(倘是時逾額依然存在)，將逾額帳款經由一紐約銀行以美

counting from the date on which the surplus arose, if any such still exists.

If the Party having a balance in its favour in the Account is agreeable, the payment of the surplus may also be made in some other currency than U.S.A. dollars.

At the expiration of the present Agreement the debtor country may effect the payment of the amount of the balance then existing by exporting goods to the creditor country within a period of six months. At the end of this period the debtor country shall pay the amount of the balance in the form prescribed in the two paragraphs above.

4. The Government of the Republic of China will apply to import of goods originating and coming from Spain the same customs tariffs that it applies to similar goods from any other country.

5. The Government of Spain will apply to import of products originating and coming from the territory of the Republic of China its autonomous recognized tariff of customs duties.

6. The goods originating and coming from either of the two countries shall not, in any case, be subject—as regards other duties or charges than those mentioned in paragraphs 4 and 5, methods of applying these, rules and formalities connected with exports and imports, regulations relating to taxation on, sales, the distribution, or the use of exported and imported goods—to different or higher duties, taxes, or charges, nor to different or more disadvantageous formalities than those which affect or may affect the same goods originating and coming from any other third country.

7. This Agreement shall come into force from today, and shall remain in force for a period of one year, unless either Government gives notice to the other three months in advance of its intention to terminate the Agreement, it shall automatically be extended for another period of one year and so on thereafter.

If Your Excellency would confirm the foregoing provisions on behalf of the Government of Spain, the present Note and your confirming Note should constitute a trade agreement between the Government of the Republic of China and the Government of Spain.

金償付債權國。

倘經本帳戶有多餘差額一方之同意，逾額帳款之支付，亦可以美金以外之其他貨幣支付之。

在本協定終止之日，債務國對彼時所存在之差額之支付，得於六個月之期限內，以貨品輸往債權國之方式為之。

期限終了，債務國應以前兩項所規定之方式，支付該項差額之總數。

(四) 中華民國政府對產於及來自西班牙國之貨品之輸入，應照其實施於來自任何其他國家之同樣貨品，適用同一關稅稅率。

(五) 西班牙國政府對產於及來自中華民國境內之貨品之輸入，應適用其所實施之最低關稅稅率。

(六) 產於及來自兩國間任何一國之貨品——關於第四五兩項所規定以外之其他關稅或費用；適用與輸出輸入有關之各項規則及手續之方法；與輸出輸入貨品之課稅，銷售，分配或使用有關之規定——在任何情形下，不得課以異於或高於對產於及來自任何第三國同樣貨品現在或將來所徵收之關稅或費用，亦不得適用異於或苛於對產於及來自任何第三國同樣貨品現在或將來所適用之手續。

(七) 本協定應自本日起生效，並在一年之期限內繼續有效，除經任何一方政府以三月之先期通知表示其終止本協定之意旨外，本協定應即自動延展一年，以後依此類推。

上述各項規定，如荷貴部長代表西班牙國政府惠予證實，則本照會與貴部長證實之復照當構成中華民國政府與西班牙國政府間一項貿易協定。」等由。

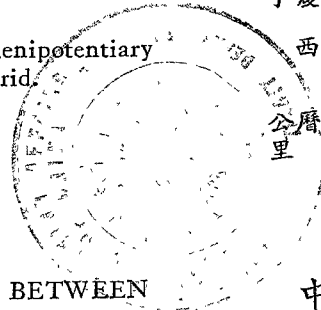
Accept, Your Excellency, the assurances of my highest consideration."

I have the honor to communicate to Your Excellency the confirmation of the Spanish Government on the foregoing provisions. Your Excellency's note and this confirming reply have thus constituted a trade agreement between the two countries.

Please accept, Mr. Ambassador, the assurance of my high consideration.

(Signed) Alberto Martin Artajo
Minister of Foreign Affairs of Spain

His Excellency Yü Tsune-chi,
Ambassador Extraordinary and Plenipotentiary
of the Republic of China, Madrid.



CULTURAL CONVENTION BETWEEN
THE REPUBLIC OF CHINA AND SPAIN

Signed on February 7, 1957;
Ratifications exchanged on March 15, 1958;
Entered into force on March 15, 1958.

The Government of the Republic of China and the Government of Spain, being desirous of strengthening their cultural relations so as to further promote their mutual understanding and close relationship, have resolved to conclude a Cultural Convention, and have for that purpose, appointed as their Plenipotentiaries:

His Excellency the President of the Republic of China:

His Excellency Dr. Yeh Kung Chao, Minister of Foreign Affairs of the Republic of China; and

His Excellency the Chief of the Spanish State:

His Excellency Don Alberto Martin Artajo, Minister of Foreign Affairs of Spain;

Who, having communicated to each other their full powers, found in good and due form, have agreed as follows:

ARTICLE I

The High Contracting Parties declare their

本部長茲復達

貴大使，西班牙國政府對上述各節予以證實，

貴大使來照與

本部長之復照已構成兩國間一項貿易協定。

本部長順向

貴大使重表崇高之敬意。

此致

中華民國駐西班牙國特命全權大使于峻吉閣下

西班牙國外交部部長

阿伯鐸馬丁亞達和 (簽字)

公曆一九五六年十二月三日於馬德里

中華民國與西班牙國間
文化專約

四十六年二月七日簽訂
四十七年三月十五日互換批准書
四十七年三月十五日生效

中華民國政府與西班牙國政府為加強兩國文化聯繫，俾可增進兩國間之相互了解及親密關係起見，爰決定締結一項文化專約，並為此各派全權代表如左：

中華民國總統閣下特派：

中華民國外交部部長葉公超博士閣下；

西班牙國元首閣下特派：

西班牙國外交部部長阿伯鐸馬丁亞達和博士閣下；

雙方全權代表各將所奉全權證書提出互相校閱，認為均屬妥善，議定條款如左：

第一條

締約雙方茲宣示其意願，將兩