

For the Government of the  
Republic of China:  
(Signed)  
Fu-sung Chu  
Minister of Foreign Affairs

For the Government of the  
Kingdom of Lesotho:  
(Signed)  
Charles D. Molapo  
Minister of Foreign Affairs

中華民國政府代表  
外交部部長 朱撫松 (簽字)

賴索托王國政府代表  
外交部部長 莫拉博 (簽字)

TRADE AGREEMENT  
BETWEEN  
THE GOVERNMENT OF THE REPUBLIC OF CHINA  
AND  
THE GOVERNMENT OF THE KINGDOM OF  
LESOTHO

中華民國政府與  
賴索托王國政府間  
貿易協定

Signed on December 1, 1982;  
Entered into force on December 1, 1982.

七十一年十二月一日簽訂；  
七十一年十二月一日生效。

The Government of the Republic of China and  
the Government of the Kingdom of Lesotho (here-  
inafter referred to as the Contracting Parties);

中華民國政府與賴索托王國政  
府 (以下簡稱為「締約雙方」)；

Desiring to promote and strengthen the friend-  
ship and the spirit of cooperation that exist be-  
tween the two countries;

僉欲促進並加強兩國間既存之  
友誼與合作精神；

Recognizing the need to develop their trade and  
economic relations;

鑒於發展兩國間貿易與經濟關  
係之需要；

Have agreed as follows:

爰經協議如下：

ARTICLE I

第一條

The Contracting Parties undertake to cooperate  
in promoting by all appropriate means, the mutual  
export and import of products, goods and services  
originating in each other's territory.

締約雙方承允合作，採取一切  
適當措施，促進來自他方領土之產  
品、貨物及勞務之相互輸出及輸入  
。

The mutual export and import of such commodi-  
ties shall be carried out in accordance with the laws  
and regulations governing imports and exports.

此類商品之相互輸出及輸入，  
應依照管制輸出入之法律規章實施  
。

ARTICLE II

第二條

The Contracting Parties shall accord each other  
the most favoured nation treatment in respect of  
products originating in the country of a Contracting  
Party concerning duties, regulations and formalities  
of levying and collecting such charges on the above  
products, their storage and transit.

締約雙方對於來自締約一方之  
產品，就關稅、課徵上項產品費用  
之規章與手續、倉租以及過境費，  
相互同意給予最惠國待遇。

The Provisions of the foregoing paragraph shall  
not apply to:

前項規定不適用於：

(a) advantages which one of the Contracting Parties grants or may grant to neighbouring countries;

(b) advantages or facilities resulting from a Customs Union agreement, free-trade area, economic community or other international trade agreement to which either Contracting Party is or may become a member or party;

(c) prohibitions or restrictions imposed by either Party for the protection of plants, health or preservation of public morals or for the protection of plants or animals against disease, degeneration or extinction.

### ARTICLE III

For the purposes of this Agreement, goods or products shall be accepted as originating in the country of a Contracting Party if:

(a) they have been wholly produced in the country of the Contracting Party; or

(b) they have been produced in the country of the Contracting Party and the value of the materials imported from a foreign country or of undetermined origin which have been used at any stage of the production of the goods or products and does not exceed 70% of the ex-factory value of the goods or products.

### ARTICLE IV

The Contracting Parties shall ensure that the goods and commodities imported by either Party from the other shall not be re-exported without the prior approval of the country of origin of any such goods and commodities.

### ARTICLE V

The Contracting Parties undertake to grant the right of free transit through their respective territories in respect of goods of either Contracting Party.

### ARTICLE VI

Subject to the laws and regulations in force in both countries, the Contracting Parties shall exempt from Customs duties and other charges the following articles which are brought into the territory of either Party:

(a) articles sent as samples;

(甲) 締約一方給予或可能給予鄰國之利益；

(乙) 締約一方由於參加或可能參加關稅同盟協定、自由貿易區、經濟共同體或其他國際貿易協定而獲得之利益或便利；

(丙) 締約一方為保護植物、健康、維護公共道德，或防止動植物疾病、退化或滅絕，而採取之禁止或限制措施。

### 第三條

就適用本協定而言，貨物或產品符合下列條件者，應視締約一方為其原產地國：

(甲) 全部在締約國境內所生產者；或

(乙) 在締約國境內所生產，但在任何生產過程中，其所用原料係從外國輸入或原產地不明而其價值不超過貨物或產品工廠交貨價值百分之七十者。

### 第四條

締約雙方應保證任何一方自他方輸入之貨物及商品，未經原產地國預先核准，不得再行輸出。

### 第五條

締約雙方承允給予締約任一方之貨物自由通過其領土之權利。

### 第六條

在不違反兩國現行之法律規章下，締約雙方對輸入任何一方領土內之下列物品，應豁免關稅及其他費用：

(甲) 作為樣品之物品；

(b) articles sent for exhibitions, competitions and fairs;

(c) tools and machines used in connection with the assembly and installations of equipment, provided such tools and machines are re-exported after the assembly and installations of such equipment are accomplished.

#### ARTICLE VII

Each Party shall allow the holding of permanent or temporary trade fairs or exhibitions by the other, and shall extend to the other party, subject to its laws and regulations applicable generally, all facilities for holding such fairs or exhibitions.

#### ARTICLE VIII

All payments resulting from commercial transactions effected between the two countries shall be made in dollars of the United States of America or in any other freely convertible currency which they may agree to accept, subject to the laws, regulations and rules regarding exchange and foreign trade in force or those which may come into force in their respective countries.

#### ARTICLE IX

In order to facilitate the smooth implementation of this Agreement and other forms of economic cooperation between the two countries, a joint committee representing both Governments shall be set up to convene at the request of either Contracting Party to examine all matters arising out of this Agreement.

The joint committee shall make specific recommendations to the Governments of the Contracting Parties.

#### ARTICLE X

This Agreement shall become effective on the date of signature and shall remain in force for a period of two years. Thereafter it shall be automatically renewed for similar periods unless either Contracting Party notifies the other in writing of its intention to terminate this Agreement ninety days prior to the expiration of any such period.

At the request of either Party, this Agreement may be revised by mutual consent.

Any revision or termination of this Agreement shall be effected without prejudice to any rights or obligations accruing or incurred under this Agree-

(乙) 作為展覽、競銷或義賣會使用之物品；

(丙) 作為安裝設備使用之工具及機器，但此等工具及機器於設備安裝完畢後必須再行輸出。

#### 第七條

締約一方應允許他方舉辦永久或暫時性之商品義賣或展覽會，並依其現行一般法律規章，給予他方為舉辦此類義賣或展覽之一切便利。

#### 第八條

兩國間一切商務交易均應以美元或其他經雙方同意接受可兌換之貨幣支付，但不得違反雙方現行或將來可能實施之法律規章，以及有關外匯及對外貿易之法令。

#### 第九條

為便利本協定及兩國間其他經濟合作方式之順利實施，應設立一代表雙方政府之聯合委員會，任何一方得請求集會檢討有關本協定之一切事宜。

聯合委員會應向締約雙方政府提供特定之建議。

#### 第十條

本協定自簽字之日起生效，有效期間為二年。嗣後除非締約任一方於其效期屆滿九十日前，將終止本協定之意願，以書面通知他方，本協定應自動延展同一效期。

本協定經締約任一方提出請求，得由雙方同意修訂之。

本協定之修訂或終止，不得影響此一修訂或終止生效前因本協定

ment prior to the effective date of such revision or termination.

IN WITNESS WHEREOF, the duly authorized representatives of the Contracting Parties have signed this Agreement and affixed thereto their seals.

Done in duplicate, in the Chinese and English languages, both texts being equally authentic, at Taipei, on the first day of the twelfth month of the seventy-first year of the Republic of China, corresponding to the first day of December of the year one thousand nine hundred and eighty-two.

For the Government of  
the Republic of China  
(Signed)  
Sun Yun-suan  
Premier, Executive Yuan

For the Government of  
the Kingdom of Lesotho  
(Signed)  
Leabua Jonathan  
Prime Minister

AGREEMENT BETWEEN THE GOVERNMENT  
OF THE REPUBLIC OF CHINA AND THE  
GOVERNMENT OF THE KINGDOM OF  
LESOTHO FOR PROMOTION AND  
PROTECTION OF INVESTMENTS

Signed on December 1, 1982;  
Instruments of ratification remain unexchanged.

The Government of the Republic of China and  
the Government of the Kingdom of Lesotho;

Desiring to create favourable conditions for  
greater investment by nationals and companies of  
one State in the territory of the other State;

Recognizing that the encouragement and reciprocal  
protection under international agreement of such  
investments will be conducive to the stimulation of  
individual business initiative and will increase prosperity  
in both States;

Have agreed as follows:

ARTICLE 1

Definitions

For the purposes of This Agreement

而發生之權利或義務。

為此，經合法授權之締約雙方  
代表，爰於本協定簽字蓋印，以昭  
信守。

本協定用中文及英文各繕兩份  
，中文本及英文本同一作準。

中華民國七十一年十二月一日即公  
曆一千九百八十二年十二月一日訂  
於臺北

中華民國政府代表：

行政院院長 孫運璿（簽字）

賴索托王國政府代表：

總理 約拿旦（簽字）

中華民國政府與  
賴索托王國政府間  
投資促進與保護協定

七十一年十二月一日簽訂；  
尚未互換批准證書。

中華民國政府與賴索托王國政  
府；

為創造有利條件，俾一國之國  
民及公司在他國之領域內增加投資  
；

咸認對於此種投資之鼓勵並以  
國際協定相互保護，將可誘導激勵  
各個營業之創進與增加兩國之繁榮  
；

爰經協議如下：

第一條

定義

就適用本協定而言：