BAHRAIN,* STATE OF

AGREEMENT OF AGRICULTURAL TECHNICAL COOPERATION BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CHINA AND THE GOVERNMENT OF THE STATE OF BAHRAIN

Signed on February 16, 1987 Entered into force on February 16, 1987

The Government of the Republic of China and the Government of the State of Bahrain,

In view of the friendly relations existing between their two countries and peoples;

Recognizing that the maintenance of these friendly relations constitutes the basis of the provisions of the present Agreement; and

Being desirous of further strengthening and consolidating such friendly relations by close cooperation in the field of agricultural development in Bahrain;

Have agreed as follows:

ARTICLE I

The Government of the Republic of China, at the request of the Government of the State of Bahrain, agrees to send an Agricultural Technical Team (hereinafter referred to as " the Team ") composed of ten experts, specialized in vegetable, fruit, soil and fertilizer, animal husbandry, plant pathology, irrigation and drainage, fodder agronomy, botany, landscape architect and fishery respectively, of whom one will be the leader of the Team, to carry out the cooperation projects in the field of agricultural and fishery in Bahrain. The selection of the members of the Team shall be in accordance with the conditions and standards required by the Government of Bahrain and agreed by the Government of the Republic of China.

The Governments of the Republic of China and of the State of Bahrain will agree upon a programme for the envisaged activities prior to the commencement of operations which will constitute

巴林國*

中華民國政府與巴林國政府 農業技術合作協定

七十六年二月十六日簽訂七十六年二月十六日生效

中華民國政府與巴林國政府,

鑒於兩國及其人民間既存之友 好關係;

確認此種友好關係之維持構成 本協定各項條款之基礎;

亟欲藉在巴林農業發展方面之 密切合作以加強並鞏固此種友好關 係;

爰經議定條款如下:

第一條

中華民國政府與巴林國政府同 意在執行作業前議定一計畫方案, 作為雙方人員及材料規定之基礎, 並決定作業之優先順序。 the basis for the personnl and material provisions on both sides and will also set the sequence of priorities.

ARTICLE II

The Government of the State of Bahrain shall make available to the Team a piece of land of about ten (10) hectares for agricultural demonstration.

ARTICLE III

All agricultural products grown by the Team in the demonstration area shall be handed over to the Government of the State of Bahrain for its disposal except necessarily required for the Team's own consumption or for seeding and sampling.

ARTICLE IV

The Government of the Republic of China agrees:

- a. to pay the cost of transportation to and from Bahrain, and the stipends and living expenses of all members of the Team during the period of their service in the State of Bahrain;
- b. to pay all the expenses arising from the administration of the Team unless otherwise provided in this Agreement;
- c. to be responsible for the health and accident insurance coverage for the members of the Team; and
- d. to supply the Team with seeds, fertilizers, agricultural chemicals, pesticides and farming machinery made in the Republic of China required for the demonstration area.

ARTICLE V

The Government of the State of Bahrain agrees:

a. to provide the Team and its members with adequate furnished office, afford housing facilities for Team members and their dependents, all with water and electricity supplies and be responsible for the routine maintenance repair of the fa-

第二條

巴林國政府應提供約十公頃土地作為農技團之農業示範區。

第三條

農技團在農業示範區所生產之 農產品,除農技團消費所需或留供 種苗及樣品之用者外,應悉數交予 巴林國政府處理。

第四條

中華民國政府承允:

- 一、負擔農技團全體人員往返 巴林之旅費及其在巴林國服務期間 之薪津與生活費用;
- 二、除本協定另有規定者外, 負擔農技團之全部行政費用;
- 三、負擔農技團全體人員之健 康及意外保險;及
- 四、供應農技團農業示範區所 需之種籽、肥料、農藥及殺蟲劑及 中華民國產製之農耕器材。

第五條

巴林國政府承允:

一、供應農技團暨其人員具有 家具與水電設備之合適辦公廳舍及 提供農技團人員暨其眷屬具有水電 設備之宿舍,並負擔例行維修費 用; cilities;

- b. to provides the Team with two cars and one truck, and be responsible for their routine maintenance and the supply of fuel;
- c. to permit duty—free importation of all items falling within paragraph (d) of Article 4, and to transport the same from the port or airport to their destination;
- d. to provide the Team with other machinery required for the demonstration area, machinery and tools required for the ornamental vegetation, and all necessary labourers, all according to an agreed programme;
- e. to take necessary measures to secure Bahrain technicians to participate in the works of the Team, the number of such technicians to be decided upon by the two Governments; and
- f. to designate an interpreter/liaison officer in order to provide all necessary assistance in translating from English to Arabic and vice versa.

ARTICLE VI

For all members of the Team and their dependents, the Government of the State of Bahrain agrees:

- a. to provide medical services in public clincs or hospitals;
- b. to ensure the right to import, within their period of assignment in the State of Bahrain, dutyfree household and personal effects, which shall not be sold or otherwise disposed of by the members of the Team before the termination of their assignment;
- c. to exempt from taxation all stipends, emoluments and allowances derived from the Government of the Republic of China; and
- d. to arrange for the necessary visas, residence and work permits that are required by local regulations.

- 二、供應農技團小汽車兩輛、 貨車乙輛並負擔例行之維修及所需 油料費用;
- 三、准許免稅進口第四條第四 款所載之各項物品,並負責將上述 物品由港口或機場運輸至目的地;
- 四、依據兩國政府議定之計畫 方案,供應農技團於農業示範區所 需之其他器材、景觀植物所需之機 具,及所需之勞工;

五、採取各項措施,促使其有 關技術人員參加農技團工作,其人 數由雙方政府同意決定;及

六、指派翻譯兼連絡員乙名, 俾在英阿語文之翻譯事宜提供一切 必要之協助。

第六條

巴林國政府對農技團人員暨其 眷屬承允:

- 一、提供公立診所或醫院之醫 療服務;
- 二、保證渠等在巴林國任職期 間,免稅家庭進口家庭及個人物 品,惟上述免稅進口之物品,在其 職務終止以前,不得出售或以其他 方式處理;
- 三、免除得自中華民國政府之 薪津、福利及加給之一切稅捐;
- 四、安排當地法令所規定之簽 證、居留證及工作證。

ARTICLE VII

The Government of the Republic of China shall have the right to replace any member of the Team in case of his inability to continue the work and shall pay the cost of his transportation from Bahrain.

ARTICLE VIII

The members of the Team shall refrain from engaging in activities that are inconsistent with the purposes of the mission of the Team as described in Article 1.

ARTICLE IX

The Agreement shall enter into force on the date of signature and shall remain in force until the expiry of two years' service of the Team in Bahrain unless extended for the same period by mutual consent, taking the form of exchanged letters.

ARTICIE X

This Agreement may be terminated by ninety days' prior notice in writing by either Government to the other.

IN WITNESS WHEREOF the undersigned, duly authorized thereto by their respective Governments, have signed this Agreement.

Done in duplicate, in the Chinese, Arabic and English language, and all languages being equally authentic, on the Sixteenth day of the second month of the seventy-sixth year of the republic of china, corresponding to the Sixteenth day of February of the year one thousand nine hundred and eighty seven of the International calendar

> FOR THE GOVERNMENT OF THE REPUBLIC OF CHINA

[Signed]
Wang You-tsao
Chairman of Council of
Agriclture of the Executive
Yuan

FOR THE GOVERNMENT OF

第七條

農技團人員如因故不適宜用繼續執行任務時,中華民國政府有權 將其調回,另派員接替,並負擔其 離開巴林之旅費。

第八條

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。

第九條

本協定自簽署之日起生效,除 非雙方同意以換函方式續延兩年, 其效期應至農技團人員在巴林服務 滿兩年之日止。

第十條

本協定得由任何一方政府以書 面通知對方政府之九十天後予以終 止。

為此,經雙方合法授權之代表 爰簽字於本協定,以昭信守。

本協定以中、英、阿文各繕兩份,所有文字之約本同一作準。

中華民國七十六年2月16日即公 曆一九八七年2月16日訂於

中華民國政府代表 行政院農業委員會主任委員

王友釗 [簽字]

THE STATE OF BAHRAIN
[Signed]
Habib Kassim
Minister of Commerce and
Agriculture

巴林國政府代表商業暨農業部部長

卡辛姆 [簽字]

中華民國政府與巴林國政府農業技術合作協定延期換文 EXCHANGE OF LETTERS TO THE AGREEMENT OF AGRICULTURAL TECHNICAL COOPERATION BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CHINA AND THE GOVERNMENT OF THE STATE OF BAHRAIN

七十八年四月一日及二十九日簽模七十八年四月二十九日生效

Signed and exchanged on April 1, and 29, 1989 Entered into force on April 29, 1989

Ref: D-32/89

Date: 1st April 1989

H. E. Yu Yu-hsien Chairman Council of Agriculture, Executive Yuan 37 Nanhai Road, Taipei, Taiwan 10278 Republic of China

Excellency:

I have the honor to refer to the technical co-operation agreement dated 16th February 1987 signed between our two countries, and the team of Chinese experts who are currently in Bahrain assisting us in developing our agricultural sector.

I would like to thank you for the valuable assistance rendered during the last two years by these experts whose terms of stay in Bahnain shall come to an end shortly.

Looking at the excellent jobs done so far, and the need to observe and varify the results and achievements, we would very much like to extend the current agreement for another two years. We hope the Council of Agriculture Executive Yuan will apporve this extension and look forward to your confirmation.

Please accept, Excellency, the assurances of my highest consideration,

Yours sincerely,

[Signed] Habib A. Kassim MINISTER

89-CHR 8115631

April 29, 1989

H. E. Habib A. Kassim Minister of Commerce and Agriculture P. O. Box No. 5479 State of Bahrain

Excellency:

I have the honor to acknowledge receipt of Your Excellency's Note of 1st April, 1989, by which the Government of the State of Bahrain, being desirous of extending the agricultural technical cooperation agreement dated 16th February, 1987 signed between our two countries, has submitted to the Government of the Republic of China the following propos-