

AGREEMENT OF TECHNICAL
COOPERATION BETWEEN
THE GOVERNMENT OF
THE REPUBLIC OF CHINA
AND THE GOVERNMENT OF
THE REPUBLIC OF FIJI

Signed on April 25, 1990
Entered into force on April 25, 1990

中華民國政府與
斐濟共和國政府間
技術合作協定

七十九年四月二十五日簽訂
七十九年四月二十五日生效

[譯文]

The Government of the Republic of China and the Government of the Republic of Fiji, in the spirit of friendly relations existing between the two countries and their peoples,

Recognizing that the maintenance of these relations constitutes the basis of the provisions of the present Agreement,

Desiring to enhance and consolidate these relations by means of closer cooperation in the field of agricultural development,

Have agreed as follows :

Scope of the Agreement

Article I

The Government of the Republic of China agrees to send to the Republic of Fiji an agricultural technical mission (hereinafter referred to as "the Mission", composed of one chief and five members, to carry out demonstration projects on agricultural machinery, repair of fishing boats, vegetables and agronomy for a period of three years from the date of arrival of the Mission in the Republic of Fiji.

Article II

The Mission shall provide technical training of agricultural machinery and repair of fishing boats to the trainees selected by the Government of the Republic of Fiji; the number of the trainees and method of training shall be decided upon consent by the Mission chief and the Government of the Republic of Fiji.

Sufficient land for the purpose of the Mission'

中華民國政府與斐濟共和國政府，基於兩國及其國民間既存之友好關係，

確認此種關係之維持構成本協定各項條款之基礎，

切望藉農業發展方面之密切合作加強並鞏固此種友好關係，

爰經雙方協議如次：

協定範圍

第一條

中華民國政府同意派遣由團長一人及團員五人組成之農業技術團（以下簡稱該團）前往斐濟共和國，自該團人員抵達斐濟共和國國境之日起，就農機、漁船修護、蔬菜及農藝等項目，從事為期三年之技術示範工作。

第二條

該國對於斐濟政府遴選之受訓人員應施以農機及漁船修護之技術訓練；受訓人員之名額及其訓練方法均由該國團長與斐濟共和國政府商定之。

斐濟共和國政府應指撥足夠該

s demonstration shall be made available by the Government of the Republic of Fiji. The agricultural produce grown by the Mission, except the portion thereof required for personal consumption by the Mission and for the use of seeds and specimens, shall be handed over to the Government of the Republic of Fiji for disposal.

Obligations of the Parties

Article III

The Government of the Republic of China agrees :

(a) to pay salaries, air tickets between Taipei and Suva, living expenses and insurance premiums for all members of the Mission during the period of their service in the Republic of Fiji ;

(b) to pay for all members of the Mission any other expenses arising from surgery, dental treatment and hospitalization as well as other medical treatment required to be administered outside the Republic of Fiji ;

(c) to pay all expenses arising from administration of the Mission, except as otherwise stated elsewhere in this Agreement ;

(d) to supply the Mission with farming machineries, tools, irrigation equipments, seeds, fertilizers and pesticides, which are produced in the Republic of China and needed for the implementation of this Agreement ; and

(e) to pay the repair expenses of the farming machineries and equipments.

Article IV

The Government of the Republic of Fiji agrees :

(a) to provide the Mission with services of local technical and / or administrative personnel ;

(b) to provide adequate office space with necessary facilities needed for the work of the Mission ;

(c) to provide all members of the Mission with

團示範使用之土地。所生產之農產品除供該團人員消費及留種外，應悉數交予斐濟共和國政府處理。

雙方義務

第三條

中華民國政府同意：

(一) 支付該團全體人員在斐濟共和國服務期間之薪金、台北及蘇瓦間之機票、生活費及保險費；

(二) 支付全體人員因手術、牙齒治療、住院以及需要在斐濟共和國境外醫療之任何其他費用；

(三) 除本協定另有規定者外，支付該團之全部行政費用；

(四) 供應該團為履行本協定所需而在中華民國製造之農機具、器材、灌溉用設備、種子、肥料及農藥；以及

(五) 支付農機具及設備之修理費用。

第四條

斐濟共和國政府同意：

(一) 提供該團當地技術以及(或)行政人員之服務；

(二) 提供該團工作用之適當辦公處所以及必需之設備；

(三) 提供該團全體人員居住

suitable housing accommodations with essential hard furnishings and supply of water and electricity ;

(d) to provide all members of the Mission with necessary visas, working permits and other documents required during their service in the Republic of Fiji ;

(e) to pay expenses of regular medical examinations and treatment for all members of the Mission ;

(f) to provide the Mission chief with one motor vehicle ;

(g) to provide the Mission with such other farming tools as may be agreed mutually between the Government of the Republic of Fiji and the Mission chief to be necessary to supplement those specified in subsection (d) of Article III above ;

(h) to provide transport for the machineries, tools, materials and other equipments referred to in subsection (d) of Article III from Suva to the Project site or other islands ;

(i) to provide the Mission with such appropriate labour to carry out its programme as may be agreed mutually between the Government of the Republic of Fiji and the Mission chief ;

(j) to pay the transportation and subsistence costs of the counterpart staff participating in the projects under this Agreement ; and

(k) to provide the Mission with necessary assistance for quarantine purpose in the importation of items as specified in subsection (d) of Article III.

Article V

The Mission and its members including chief shall enjoy the following privileges and exemptions during their stay in the Republic of Fiji :

(a) exemption from income taxes on the salaries and other allowances received from the Government of the Republic of China ;

(b) exemption from import taxes on the furni-

之適當住所以及必要之傢俱及水電設備；

(四) 發給該國全體人員於斐濟共和國服務期間所需之簽證、工作許可證以及其他必需之文件；

(五) 支付該團全體人員一般醫療檢查及治療之費用；

(六) 提供該團團長車輛乙部；

(七) 提供經斐濟共和國政府與該團團長共同認為必需補充前述第三條第四款所列各項物品以外之農具；

(八) 提供前述第三條第四款所指農機具及器材自蘇瓦至計畫地區或其他島嶼之運輸；

(九) 提供經斐濟共和國政府與該團團長共同認為適當之勞工，藉以實行該團之計畫；

(十) 支付參與本協定計畫之配合人員所需之交通及生活費用；以及

(十一) 提供該團進口前述第三條第四款所列各項物品檢疫所需之協助。

第五條

該團及其團員包括團長在斐濟共和國停留期間應享有下列特權及豁免：

(一) 豁免由中華民國政府所支付薪金及其他津貼之所得稅；

(二) 豁免團員初次抵達斐濟

ture and effects of each member and his family including one motor vehicle, imported within six months from the date of his first arrival to take up post in the Republic of Fiji ;

(c) exemption from all duties on professional and technical equipments which shall include a motor vehicle to be used in connection with duties to be performed in the Republic of Fiji ;

(d) exemption from taxes on the importation of all items referred to in subsection (d) of Article III ; and

(e) other privileges and exemptions no less favourable than those granted to other foreign technicians under technical cooperation agreements with the Republic of Fiji ;

(General Provisions)

Article VI

This Agreement shall enter into force upon signature, and shall remain valid for a period of three (3) years from the date of arrival of the Mission in the Republic of Fiji. Either government may terminate it ninety (90) days after notice in writing has been given to the other government.

Article VII

The Agreement and all subsequent supplementary arrangements may be amended by common agreement between the two governments.

In Witness Whereof, the undersigned, duly authorized thereto by their respective governments, have signed this Agreement.

Done in Taipei in duplicate, in the English language, on this Twenty—Fifth day of the Fourth month of the Seventy—Ninth year of the Republic of China, corresponding to the Twenty—Fifth day of April of the year one Thousand Nine Hundred and Ninety.

For the Government of the
Republic of China

[Signed]
Dr. Lien Chan

共和國任職六個月內進口個人及家屬所需傢俱及物品，包括汽車乙輛之進口稅；

(三) 豁免專業及技術性設備，其中應包括在斐濟共和國境內執行職務車輛乙部之一切稅捐；

(四) 豁免前述第三科第四款所列各種物品之進口稅捐；以及

(五) 不少於其他外國技術人員在與斐濟共和國技術合作協定下所享有之其他特權及豁免。

一般條款

第六條

本協定自簽字日起生效，並自該團抵達斐濟共和國之日起算效期三年。任何一方政府得於書面通知他方政府後九十日終止之。

第七條

本協定以及其後所有補充協定均可經由雙方政府協議修訂之。

為此，雙方政府合法授權之代表爰於本協定簽字，以昭信守。

本協定以英文各繕兩份，中華民國七十九年四月廿五日，即西元一九九〇年四月廿五日訂於台北。

中華民國政府代表

Minister of Foreign Affairs

外交部部長 連戰 [簽字]

For the Government of the
Republic of Fiji

[Signed]

Ratu Sir Kamisese K.T. Mara
Prime Minister, Minister for
Home Affairs and Minister
for Foreign Affairs

斐濟共和國政府代表
總理 馬拉 [簽字]