LESOTHO, KINGDOM OF

AGREEMENT ON AGRICULTURAL TECHNICAL CO-OPERATION BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CHINA AND THE GOVERNMENT OF THE KINGDOM OF LESOTHO

Signed on June 27, 1990 Entered into force on June 27, 1990

Following the re—establishment of diplomatic relations between the Republic of China and the Kingdom of Lesotho on April 5, 1990, the two Governments, being equally desirous of promoting and strengthening their friendly relations by resuming their technical cooperation for the increase of agricultural production in Lesotho, have, through their respective Representatives, agreed upon the following:

ARTICLE I

The Government of the Republic of China shall send an Agricultural Technical Mission of the Republic of China to assist in the development of cultivation of maize and other agricultural crops, with a view to helping Lesotho to attain self—sufficiency in food production.

ARTICLE II

The Government of the Republic of China shall:

- 1. provide 18 agricultural technicians including agronomists, irrigation engineers etc., for service in Lesotho as members of the Mission:
- 2. carry out the cultivation of maize by the Mission initially in the five districts of:
 - (a) Butha-Buthe,
 - (b) Leribe,
 - (c) Berea,
 - (d) Maseru and
 - (e) Mafeteng,

The head office of the Mission shall be located in the Capital (Maseru) and the sub-offices in the

賴索托王國

中華民國政府與賴索托王國政府農業技術合作協定

七十九年六月二十七日簽訂七十九年六月二十七日生效

中華民國政府與賴索托王國政府於一九九〇年四月五日復交後, 為促進及加強兩國間友好關係,雙 方同意恢復兩國農技合作,以增加 賴索托之農業生產,爰經雙方代表 獲致協議如下:

第一條

中華民國政府承允派遣農業技 術團協助賴索托王國發展五米及其 他農作物之栽培,以利達成賴索托 五米生產自給自足之目標。

第二條

中華民國政府承允:

- 一、派遣十八名農技人員擔任該團 人員,包括農藝專家、水利技 師等,赴賴索托工作;
- 二、由該團在下列五處從事玉米栽 培:
 - (1)布達布德省
 - (2)黎力貝省
 - (3)貝利亞省
 - (4)馬塞魯省
 - (5)馬斐登省

並將該團團部設在首都馬塞 魯,及在上述地點設置分圖;

above mentioned areas;

- 3. provide technical advice for the operations of the following irrigation schemes: Ha Leshoele, Ha Thoahlane, Litsoeneng, Maputsoe, Mejametalana, Peka, Thaba-Phatsoa and Tsalitlama:
- 4. conduct extension programmes through the Mission for increasing the production of maize and other crops by providing loans and agricultural technical assistance to the selected farmers at the above mentioned areas, to carry out food self sufficiency programmes. There shall be individual subsidiary agreements to be entered into between lending institutions and the said selected farmers;
- 5. pay salarles to, and bear travelling expenses of the members of the Mission during the period of their services in Lesotho; and
- 6. provide the Mission with necessary transport vehicles.

ARTICLE III

The Government of the Kingdom of Lesotho shall:

- 1. exempt all goods, materials, equipment, vehicles and services acquired in or imported into Lesotho for, or related to, the execution of projects established under this Agreement, from Customs duties and Sales Taxes. Any such goods, materials, equipment, vehicles and services shall be consigned through the implementing Ministry of Agriculture, Cooperatives and Marketing;
- 2. provide fuel, gasoline and lubricants for the use of the project vehicles of the Mission;
- 3. provide all the members of the Mission with suitable living quarters in every area where they operate including, furniture, basic amenities such as water supply, electricity, etc;
- 4. ensure full protection and grant members of the Mission equal courtesies as those accorded to members of a Mission of any third country

- 三、對下列地區灌溉計畫之實施提供技術指導:哈賴索利、哈蘇 阿拉尼、利佐寧、馬布佐、美 加美達拉那、北加、 塔巴帕 沼、塔斯利地馬;
- 四、該團籍提供貸款及農技協助予 上述地點選選之農民,從事推 廣計畫,俾賴索托王國增加 米及其他農作物之生產,而達 成賴國糧食自給自足計畫。有 關貸放款機構與上述選選民 間之補充協定另訂之;
- 五、負擔該團人員在賴索托王國服 務期間之各項薪給及往返旅 費;
- 六、提供該團工作所必需之交通工 具。

第三條

賴索托王國政府承諾:

- 一、豁免為執行在本協定項下之計 畫所進口或在就地取得之資 材、設備、車輛及勞務之關稅 及營業稅。所有此等資材、設 備、交通工具及勞務均託由賴 國配合實施單位,農業、合作 暨行銷管理部收轉;
- 二、提供該團依本計畫所需工作車 輛之燃料、汽油料及潤滑油;
- 三、提供該團人員在上述每個工作 地點備有傢具及水電等基本設 施之適宜居所;
- 四、給予該團人員充份之保護,及 依一般技術合作協定在賴索托 王國服務之任何第三國工作團

serving in Lesotho on a technical cooperation project;

- 5. exempt members of the Mission and their dependents from taxes imposed on income received, provided that such income arises from outside Lesotho; and
- 6. in accordance with the Customs Union Agreement of 11th December, 1969 as amended, exempt members of the Mission and their dependents from payment of Customs duties and Saies Taxes in respect of bona fide personal and household effects imported into or purchased in Lesotho for their personal use within six (6) months of their arrival in Lesotho.

The household effects referred to above may include per family, one moter vehicle, household furniture and linen, kitchen utensils, one television set, one radio and record player, one refrigerator, one deep freezer, one washing machine, one air conditioner, one stereo set and one tape recorder.

Goods imported under this Agreement shall not be sold or disposed of except to persons enjoying the same privileges, within a period of less than two years without the permission of the Director of Customs and Excise, otherwise payment of duties due thereon shall be made in accordance with the provisions of the national laws.

ARTICLE IV

Both the Government of the Republic of China and the Government of the Kingdom of Lesotho further agree that all the equipment, inputs and supplies shall remain with the project for its continuation, after the termination of the Chinese assistance under the present Agreement.

ARTICLE V

This Agreement shall enter into force on the date of its signature by both parties and shall remain valid for a period of three years and thereafter it shall be automatically renewed for a further period of three years unless either Government terminates it upon six—month prior written

隊所享之禮遇;

- 五、豁免該團人員及其眷屬得自賴 國境外收入之所得稅;
- 六、依據一九六九年十二月十一日 修訂之關稅聯盟協定,凡該團 人員及其眷屬抵任後六個月內 進口或購自賴國而確實為自用 之個人及家庭用品應豁免其關 稅及營業稅。

上述所提之家庭用品,每一個家庭得包括:一輛汽車、傢具及床單毛巾、廚房用具、一台電視機、一台電視機、一台電場機、一台冷暖氣機、一個音響及一台錄音機。

依此協定進口之貨物,於進口 後二年內得不經財稅首長之同意出 售或轉讓予同享此等特權者;在此 期間內,如出售或轉讓予未享有此 等特權者則應依賴國國內法之相關 條文規定繳稅。

第四條

中華民國政府與賴索托王國政府並進一步議定:中華民國依本協定提供之協助期滿後,原用於本計畫之所有設備、生產投資及供應物品仍將繼續供作本計畫延續之用。

第五條

本協定自雙方簽字之日起生效 ,效期三年。除非締約一方於六月 個前以書面通知他方終止本協定, 本協定將自動延期,每次為期三 年。 notice to the other.

ARTICEL VI

This Agreement may be amended by mutual agreement between the two Governments through the Exchange of Notes.

This Agreement is drawn up in duplicate in the Chinese and English languages, both texts being equally authentic.

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

DONE at Maseru, on the Twenty Seventh day of the Sixth month of the Seventy Ninth year of the Republic of China, corresponding to the Twenty Seventh day of June of the year One Thousand Nine Hundred and Ninety.

FOR THE GOVERNMENT OF THE REPUBLIC OF CHINA

[Signed]
The Hon Mr Y H Liu
Charge d'Affaires a.i.
Embassy of the Republic of China

FOR THE GOVERNMENT OF THE KINGDOM OF LESOTHO

[Signed]
The Hon Mr M T Thabane
Minister of Foreign Affairs
Kingdom of Lesotho

第六條

本協定得經兩國政府之相互同 意,以換文方式修訂之。

本協定以中文及英文各繕兩份,兩種文字約本同一作準。

為此,雙方各經其政府授權之 代表於本協定簽字,以昭信守。

中華民國七十九年六月二十七 日即公元一九九〇年六月二十七日 訂於賴京馬塞魯

中華民國政府代表 駐賴索托大使館代辦

劉洋海 [簽字]

賴索托王國政府代表 外交部長

塔巴尼 [簽字]