

巴布亞紐幾內亞*
PAPUA NEW GUINEA*

中華民國農業委員會與巴布亞紐幾內亞農牧部間農業技術合作協定續約
EXTENSION AGREEMENT ON AGRICULTURAL TECHNICAL COOPERATION
BETWEEN THE COUNCIL OF AGRICULTURE OF THE REPUBLIC OF CHINA
AND THE DEPARTMENT OF AGRICULTURE AND LIVESTOCK OF PAPUA
NEW GUINEA

Signed on August 31, 1993
Entered into force retroactively on September 19, 1992

Article I

The Council of Agriculture of the Republic of China has agreed and sent to Papua New Guinea an agricultural technical Mission (hereinafter referred to as "the Mission") composed of one leader and fourteen members -one deputy leader, five agronomists, one hydraulic technician, four agricultural machinery technicians, and three horticulturists to provide the technical service for rice and the vegetable production projects.

Article II

The Department of Agriculture and Livestock of PNG shall collaborate with the Mission in the planning, implementation, monitoring and evaluation of the Research and Development Programme to ensure that the project is consistent with government policy on food sector development.

Article III

The mission has completed the research phase and is now undertaking the extension phase of the programme.

Article IV

The Department of Agriculture and Livestock of PNG shall collaborate with the Mission in the selection of model farmers and sites for the development of model farmers.

Article V

All agricultural produce raised by the model farmers, except for the purpose of Mission's own consumption or for the use of seeds and specimens shall be handed over to the model farmers for disposal.

Article VI

The Council of Agriculture of the Republic of China agrees:

- (1) to defray the traveling cost of the members of the Mission to and from the project site in

Papua New Guinea and pay their remuneration and regional allowances during the period of their service in Papua New Guinea;

- (2) to pay all the administrative expenses for the Mission except as otherwise stated in this agreement;
- (3) to be responsible for all the insurances for the members of the Mission;
- (4) to provide the Mission with seeds, plant nursery, chemicals, fertilizers, agricultural and irrigation machinery and implements made in the Republic of China or imported from the other countries.
- (5) to pay the running expenses and the cost of maintenance of the agriculture implements;
- (6) to pay the cost of motor grease provided to the Mission by the Department of Agriculture and Livestock of Papua New Guinea specified in subsection (1) of Article VII of this Agreement;
- (7) to pay salaries to the workers hired by the Mission in accordance with the salary standard in Papua New Guinea;
- (8) to ensure that the Mission will collaborate with the Department of Agriculture and Livestock in the planning and implementation of the R&D programme in accordance with the government policy on food sector development; and
- (9) that the Mission will report to the Department of Agriculture and Livestock on the progress of their work programme on a quarterly and annual basis as a way of informing the two governments on the progress of this collaborative programme.

Article VII

The Department of Agriculture and Livestock of Papua New Guinea agrees:

- (1) to provide suitable furnished office and dormitory with adequate water and electricity supply for both the Mission and its members; and also to pay the routine maintenance cost;
- (2) to grant duty free importation of vehicles and all items specified in subsection (4) of Article VI and to provide transportation for the abovementioned goods from harbour or airport to the project site;
- (3) to provide necessary assistance for quarantine purposes to the Mission, in the importation of items as specified in subsection (4) of Article VI above;
- (4) to take every measure to enable the relevant personnel to participate in the work of the Mission, the number of personnel will be decided by both sides; and

Mission, the number of personnel will be decided by both sides; and

- (5) to appoint two liaison officers in order to provide necessary assistance as required in the Bubia and the Laloki Agricultural Experimental Stations.

Article VIII

With regard to the members and dependents of the Mission, the Department of Agriculture and Livestock of Papua New Guinea undertakes:

- (1) to arrange for medical services in Papua New Guinea at reasonable cost to members and the dependents of the Mission:
- (2) to grant them, during their tenure of service, exemption from import duties and other duties and taxes on their personal household effects which are not allowed to be sold or otherwise disposed of before the termination of their assignment;
- (3) to grant them exemption from all taxes on their salaries, fringe benefits and allowances paid to them by the Council of Agriculture of the Republic of China;
- (4) to arrange their visas, resident and employment permits in accordance with local regulations;
- (5) with respect to specific points not covered within the subsection of this Article, to award to the members of the Mission the same privileges as would normally be enjoyed by the Senior Civil Servants of comparable rank and seniority of the Government of Papua New Guinea;
- (6) to accord the right to conduct a "non-resident external account" with a commercial bank in Papua New Guinea into which all payments received from the Council of Agriculture of the Republic of China, either stipends, emoluments or allowances may be deposited, and the right to transfer to any country outside of Papua New Guinea any balance in such an account any time;
- (7) to guarantee the same repatriation facilities in times of international crisis for the Mission members as are enjoyed by organizations of comparable status; and
- (8) to take all necessary measures during a crisis situation such as providing guards, rendering protective facilities, etc., whenever the said situation becomes an eminent or potential threat to the life, security, chattels and effects of the mission members and the dependents.

Article IX

The Department of Agriculture and Livestock of Papua New Guinea will bear all risks associated with the operation, will be responsible for dealing with any claim which may be

brought up by the third parties against either the Council of Agriculture of the Republic of China, its executive authority of the Mission members and will provide aforesaid with protection from damage in case of any claim resulting from activities under the arrangements unless where it is mutually agreed by the parties of this Agreement that such claim arises from gross negligence or willful misconduct.

Article X

If any member of the Mission is no longer suitable in performing his duty, the Council of Agriculture of the Republic of China has the right to recall him, replace him with other specialist and pay his traveling cost.

Article XI

The members of the Mission shall not undertake any other activities which are not in conformity with the duty as specified in Article I.

Article XII

This Agreement shall enter into force upon signature and shall remain valid for a period of three years retroactively from September 19, 1992 to September 18, 1995. Either government may terminate it ninety (90) days after notice in writing has been given to the other government.

Article XIII

IN WITNESS WHEREOF, the undersigned being duly authorized by their respective governments, have signed duplicate copies of the Agreement in the English language.

Done at Taipei this 31st day of the Eighth month of the eighty-two year of the Republic of China, corresponding to the 31st day of August of the year one thousand nine hundred ninety-three.

FOR THE COUNCIL OF AGRICULTURE
OF THE REPUBLIC OF CHINA

[Signed]
Sun Ming-Hsien
Chairman
Council of Agriculture

FOR THE DEPARTMENT OF
AGRICULTURE AND LIVESTOCK
OF PAPUA NEW GUINEA

[Signed]
Roy Evara
Minister
Department of Agriculture
and Livestock