

沙烏地阿拉伯王國*
SAUDI ARABIA, KINGDOM OF*

[中華民國台灣電力公司與沙烏地阿拉伯王國電力公司間] 電力合作契約
THE ELECTRICITY CORPORATION CONTRACT [BETWEEN THE TAIWAN
POWER COMPANY OF THE REPUBLIC OF CHINA AND THE ELECTRICITY
CORPORATION OF THE KINGDOM OF SAUDI ARABIA]

Signed on February 14, 1993
Entered into force retroactively on November 1, 1992

This contract has been concluded on 23/8/1413 AH (14/2/1993 A.D.) in Riyadh, Kingdom of Saudi Arabia.

BETWEEN

1. THE ELECTRICITY CORPORATION, P.O. BOX 1185, RIYADH 11431, SAUDI ARABIA, represented in this Contract by H.E. Eng. Mahmoud A. Taiba, The Governor, referred to hereinafter as "Corporation"

OF THE FIRST PARTY

AND

2. TAIWAN POWER COMPANY, 242 ROOSEVELT ROAD, SECTION 3, TAIPEI, represented in this contract by Dr. Chang, Chung-Chien, Chairman of the Board, referred to hereinafter as "Consultant"

OF THE SECOND PARTY

WHEREAS the Corporation for the purpose of achieving its duties and specializations dedicated to study, design and execute various programmes and projects and prepare the necessary specialized studies in the field of Electricity Industry in the Kingdom of Saudi Arabia for the purpose of developing this industry and the electrification of all parts of the country.

And motivated by the desire to increase technical cooperation between the Kingdom of Saudi Arabia and the Republic of China for the reinforcement of the Corporation staff through the use of Chinese experience in various fields of the Electrical Power Industry.

And in accordance with the desire of both parties to continue the relationship which started from 4/5/1396 AH and in accordance with what have been presented by each party and agreed upon thereto by the authorized officials of the two parties.

And with reference to the decision of Civil Service Board of the Kingdom of Saudi Arabia No. 750 on 11.9.1403 AH providing for the application of regulations mentioned in the non-Saudi recruitment rule issued according to the Civil Service Board decision No. 45 dated 1.8.1398 AH and the amendments that may come over it in the future on the Chinese experts and technicians working with all governmental sector organizations in the Kingdom under the economical and technical cooperation agreement concluded between the Kingdom and the

Republic of China, including allowances and advantages comprised by the rule whereas the specifications of salaries will be specified pursuant to the rule stipulations with 100% increase.

And since the contract concluded between the Corporation and the Consultant on 4.5.1411 AH expired on 3.5.1413 AH.

And with reference to what have been negotiated between the Corporation and the Consultant concerning the renewal of contract, the two parties agreed to renew the Contract according to the following:

ARTICLE 1:

The Consultant will do his best to delegate the necessary efficient manpower of experts, engineers, technicians, and others as per the Corporation requirement from the Republic of China to work in the field of design, execution, supervision and operation & maintenance of the Electricity Projects held or supervised by the Corporation.

ARTICLE 2:

Except otherwise specifically mentioned in this Contract, members of the Consultant team will be treated under this Contract according to the regulations of the non-Saudi recruitment rule, issued according to the Civil Service Board decision No. 45 dated 1.8.1398 AH and its appendixes and all other amendments that may come over it.

ARTICLE 3:

All Chinese team members working with the Corporation will be subject to this Contract and its regulations will be applied on them.

ARTICLE 4:

Working hours for the Chinese team members are specified by 48 hours per week while the official holidays are specified according to the following:

1. The Holy Eid-Al-Fitr feast holiday starts from the twenty eight day of Ramadan through the end of the fourth day of Shawal related to Um-Al-Qura Calendar.
2. The Holy Eid-Al-Adha feast holiday starts from the seventh day of Dhul-Hijiah through the end of the fifteenth day of the same month.

ARTICLE 5:

Chinese team members will be treated for authorization of extra hours works, according to the non-Saudi recruitment rule, and whatever instruction that may be issued accordingly.

ARTICLE 6:

Should any team members deputized outside his work location for period not more than three months, daily deputation allowance will be paid to him as per non-Saudi recruitment rule stipulations provided that maximum deputation period for each member should not exceed sixty days and the Corporation will have the right to change any member work location according to its need and work requirements and in such case the member will be treated as if he were a transferred employee.

ARTICLE 7:

Members' families may be brought to the Kingdom after getting the approval of the Corporation. In this case family air-tickets allocated in the non-Saudi recruitment will be granted.

ARTICLE 8:

All members assigned to work with the Corporation will be considered as individual contracting personnel from the Consultant to the Corporation.

ARTICLE 9:

This Contract is considered as renewal of the Contract expired on 3.5.1413 AH.

ARTICLE 10:

The duration of this Contract is two Hijira Calendar years commencing from 4/5/1413 AH and may be renewed with the agreement of the two parties two months prior to expiry date.

ARTICLE 11:

The Consultant shall assert that neither him nor any member assigned by him to work under this agreement have any relation with Israel or its interests.

ARTICLE 12:

Grievance Board of the Kingdom of Saudi Arabia is the assigned party authorized for the settlement of any dispute or controversy that may arise between the two parties in regard of this agreement that cannot be settled amicably and the Board decision will be final and binding to both parties.

ARTICLE 13:

Appendices of this Contract are as follows:

1. Non-Saudi Recruitment Rule accredited by the Civil Service Board decision No. 45 dated 1.8.1398 AH and its appendices.

2. Civil Service Board Decision No. 750 on 11.9.1403 AH.

ARTICLE 14:

This Contract and its appendices which form part of it have been edited in four originals of which two originals were handed over to the Consultant and the other two were retained by the Corporation. These originals were written in Arabic language and translated into English, however, in case of any difference of interpretation the Arabic text will prevail.

SECOND PARTY

[Signed]

TAIWAN POWER COMPANY

FIRST PARTY

[Signed]

ELECTRICITY CORPORATION