

FIJI ISLANDS, REPUBLIC OF THE\*  
 AGREEMENT OF SUGAR TECHNICAL  
 COOPERATION BETWEEN THE  
 GOVERNMENT OF THE REPUBLIC OF  
 CHINA AND THE GOVERNMENT OF THE  
 SOVEREIGN DEMOCRATIC  
 REPUBLIC OF FIJI

Signed on December 26, 1997 and January 30, 1998  
 Entered into force retroactively on August 6, 1997

The Government of the Republic of China (hereinafter referred to as "The First Party") and the Government of the Sovereign Democratic Republic of Fiji (hereinafter referred to as "The Second Party"), 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, and

Desiring to enhance and to consolidate these relations by means of closer cooperation in the sugar industry,

Have agreed as follows:

ARTICLE I

1. The Government of the Republic of China agrees to send to the Sovereign Democratic Republic of Fiji a sugar technical advisory mission (hereinafter referred to as "The Mission") to provide technical advice on sugar research and extension and to implement sugarcane research projects with a view to increasing productivity.
2. The Mission shall be composed of a leader, an agronomist, a soil and plant nutrition expert, an agricultural engineer and a sugar cane breeder. The research areas of the Mission shall include: sugarcane breeding, soil and water conservation, cultivation practices, harvesting, in-field cane transportation, plant nutrition and fertilization, weed control, field

斐濟共和國\*

中華民國政府與斐濟主權民主  
 共和國政府間糖業技術合作  
 協定 (譯文)

八十六年十二月二十六日及八十七年一月  
 三十日簽訂  
 溯自八十六年八月六日生效

中華民國政府 (以下簡稱甲方) 與斐濟主權民主共和國政府 (以下簡稱乙方), 基於兩國及其人民間既存友好關係之精神, 鑒於維持此種關係乃構成本協定各條款之基礎, 並切望藉糖業方面之密切合作以提昇並鞏固此種友好關係, 爰協議如后:

第一條

- 一、中華民國政府同意派遣一糖業技術顧問團 (以下簡稱該團), 赴斐濟主權民主共和國提供糖業研究與擴展之技術指導, 執行甘蔗研究計畫, 俾增加蔗糖生產量。
- 二、該團成員將包括團長一人、農藝專家一人、土壤兼植物養分專家一人、農機專家一人、以及甘蔗育種專家一人。該團研究範圍應包括: 甘蔗培植、土壤與水資源保持、栽培實務、收穫及蔗田甘蔗運輸、植物養分與施肥、除草、蔗田機械化

mechanization and such other areas as may be agreed to by parties herein. Cane breeding shall be given prominence as a joint project of the Mission and the Sugar Cane Research Centre (hereinafter called "The SCRC" of the Fiji Sugar Corporation Limited).

3. The Mission shall work in consultation and co-ordination with SCRC.

## ARTICLE II

The First Party shall provide:

- (a) salaries, air tickets between Taipei and Lautoka, per diem and insurance premiums for the members of the Mission during the period of their service in Fiji;
- (b) medical expenses arising from surgery, dental treatment and hospitalization of the members of the Mission, as well as any other expenses if treatment outside Fiji is required;
- (c) assistance in the purchase of equipment as agreed by parties herein which will enhance the capability of the Mission and SCRC;
- (d) an annual plan of research and advisory activities agreed mutually beforehand between the Fiji Sugar Corporation Limited and the Mission;
- (e) funding and opportunities for local staff involved in research and extension services to attend training workshops or technical attachments locally or at institutions in the Republic of China recommended by the Mission and approved by the Fiji Sugar Corporation Limited; and
- (f) an annual report on research and extension activities conducted by the Mission.

## ARTICLE III

The Second Party shall take necessary mea-

以及經雙方協議之其他項目。甘蔗栽培應列為該團與蔗糖研究中心(以下簡稱"The SCRC"－斐濟蔗糖有限公司之「蔗糖研究中心」)合作計畫中之優先項目。

- 三、該團將與蔗糖研究中心密切協調配合。

## 第二條

甲方應提供：

- 一、該團團員在斐濟服務期間之薪金，台北及拉特卡間機票、日支費及保險費；
- 二、該團團員因手術、牙齒治療與住院所需費用，以及需要在斐濟境外醫療所需之任何其他費用；
- 三、經雙方同意為提昇該團與蔗糖研究中心作業能力而購置器材之協助；
- 四、該團與斐濟糖業有限公司預先同意之研究及顧問工作之年度計畫；
- 五、為從事於研究與擴展服務之斐濟當地職員，提供基金與機會，俾參與當地之訓練班或技術機構，或經該團推薦並獲斐濟糖業有限公司批准而前往中華民國機構受訓；以及
- 六、該團所從事之研究與擴展活動之年度報告。

## 第三條

乙方應由斐濟糖業有限公司負

asures at the expense of the Fiji Sugar Corporation Limited to provide or arrange for the following:

- (a) an annual budget in connection with the research project of the Mission during the period of their service in Fiji;
- (b) the services of technical assistants, field supervisors, and general employees, under the direction of the Research Manager of SCRC acting as coordinator and on the advice of the Mission leader;
- (c) adequate office space with necessary facilities for the work of the Mission;
- (d) suitable housing for the members of the Mission with essential hard furnishings and supply of water and electricity;
- (e) sufficient vehicles in connection with the work of the Mission;
- (f) visa matters, working permits, employment identity cards and other necessary documents for the members of the Mission during their service in Fiji;
- (g) traveling expenses for the members of the Mission regarding their work within Fiji;
- (h) medical expenses of the members of the Mission to be consistent with "medical expenses" covering the staff of FSC; and
- (i) annual leave for a total of twelve (12) working days with transportation and accommodation for the members of the Mission for a return trip to any destination within Fiji agreed upon beforehand.

#### ARTICLE IV

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

擔費用，採取必要措施或安排下列各項：

- 一、該團服務於斐濟期間其研究計畫之年度預算；
- 二、在斐濟蔗糖研究中心總經理以協調人身份之督導及該團團長之輔導下，提供技術助理員，田間協調督導員及一般雇工之服務；
- 三、該團適當之辦公廳處連同必需之設備；
- 四、該團團員適當住所連同必要之傢具及水電設備；
- 五、該團工作所需之足夠車輛；
- 六、該團團員於斐濟服務期間所需之簽證，工作許可證、聘雇身分證以及其他必需之文件；
- 七、該團團員在斐濟境內工作期間之差旅費；
- 八、該團團員醫療費用，惟以符合斐濟糖業公司職員所享有之「醫療費用」為限。
- 九、該團團員每年十二個工作天之休假，以及經事先同意前往斐濟境內任何地點之往返交通住宿。

#### 第四條

該團及其團員在斐濟服務期間將享有下列特權及豁免：

- (a) exemption of income taxes on the salaries and other allowances received from the First Party;
- (b) exemption from taxes on the importation of furniture and effects, including one motor vehicle, of such person and his family imported within six months from the time of first taking up post in Fiji;
- (c) exemption from taxes on the importation of machinery, one motor vehicle, and equipment to be used in connection with duties to be performed in Fiji; and
- (d) other privileges and exemptions no less favourable than those granted to other foreign technicians under technical cooperation agreements with the Government of the Sovereign Democratic Republic of Fiji.

- 一、豁免由甲方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任職六個月內個人及家屬所需之傢具及自用物品，包括汽車乙輛之稅捐；
- 三、豁免為在斐濟履行義務所需進口之機器，汽車乙輛及器材之進口稅捐；
- 四、享有不少於斐濟主權民主共和國政府在其他技術合作協定下給予他國技術人員享有之其他特權及豁免。

#### ARTICLE V

This Agreement shall retroactively enter into force the sixth day of August, 1997 after its signature, and shall remain in force for a period of three (3) years. Either Party may terminate it ninety (90) days after notice in writing has been given to the other Party.

#### 第五條

本協定自簽字日起追溯至一九九七年八月六日生效，效期三年。任何一方得於書面通知他方後九十日終止效力。

#### ARTICLE VI

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

#### 第六條

本協定以及所有後續補充協議均可經由雙方政府同意修訂之。

In witness whereof, the undersigned, duly authorized thereto by their respective Governments, have signed this Agreement.

為此，雙方政府合法授權之代表爰簽署本協定，以昭信守。

Done respectively in Taipei on this Twenty sixth day of the Twelfth month of the year One Thousand Nine Hundred and Ninety-Seven and in Suva on this 30th day of the First month of the year One Thousand Nine Hundred and Ninety-98.

本協定分別於一九九七年十二月廿六日在台北以及於一九九八年一月三十日在蘇瓦簽署。

For the Government of  
the Republic of China

中華民國政府代表  
外交部部長

[Signed]  
Hon. Jason Hu  
Minister of Foreign Affairs

胡志強〔簽名〕

For the Government of  
the Sovereign Democratic  
Republic of Fiji

斐濟主權民主共和國代表  
農、漁、林業部長

[Signed]  
Hon. Militoni V. Leweniqila  
Minister for Agriculture,  
Fisheries and Forests

米里托尼〔簽名〕