

TONGA, KINGDOM OF*
 AGREEMENT OF AGRICULTURAL
 TECHNICAL COOPERATION
 BETWEEN THE GOVERNMENT OF THE
 REPUBLIC OF CHINA AND THE
 GOVERNMENT OF THE KINGDOM OF
 TONGA

Signed on June 11, 1997
 Entered into force on June 11, 1997

The Government of the Republic of China and the Government of the Kingdom of Tonga, being desirous of further strengthening the friendly relations existing between the two countries and promoting agricultural technical cooperation, have agreed through their respective representatives upon the following articles:

Article I

The Government of the Republic of China agrees to despatch to the Kingdom of Tonga an Agricultural Technical Mission (hereinafter referred to as "the Mission"), composed of long-term and short-term experts, including a Chief of the Mission, to carry out demonstration projects on cultivation and improvement of crop varieties (vegetables, fruits and sweet potatoes); to improve the techniques of agro-processing, packaging and marketing; to provide the techniques of livestock, farm administration and management; and to assist in undertaking investigation of feed development, control of livestock disease and artificial insemination of swine.

Article II

The Government of the Kingdom of Tonga shall make available to the Mission suitable land at the Vaini Research Station of about 3.3 hectares (the size of a typical Tongan Tax Allotment) which shall be designated as the demonstration farm for vegetables, fruits and livestock.

Article III

All produce of the demonstration farm oper-

東加王國*

中華民國政府與東加王國政府
 農業技術合作協定

八十六年六月十一日簽訂
 八十六年六月十一日生政

中華民國政府與東加王國政府為增進兩國間既存之友好關係及促進彼此農業技術合作，經雙方各指派代表議定以下各條款：

第一條

中華民國政府同意派遣一包括團長及長期與短期農業專家所組成之農業技術團（以下簡稱「該團」），前往東加王國執行作物栽培與品種改良（蔬菜、果樹及甘薯）之示範計畫，改善農產加工、包裝及運銷技術，提供畜牧場經營管理技術並協助進行飼料研發、家畜疾病調查防治及豬隻人工授精等。

第二條

東加王國政府應於 Vaini 研究所提供該團三·三公頃之合適農場，以設立蔬菜、果樹及畜牧等所需之示範農場。

第三條

該團示範農場收穫之產品除供

ated by the Mission, except for a reasonable portion retained for the consumption of the Mission and for the use of seeds and specimens, shall be handed over to the Government of the Kingdom of Tonga for their disposition.

Article IV

The Government of the Republic of China agrees:

- (a) to pay the cost of transportation to and from Tonga and the stipends and living expenses of all members of the Mission during the period of their service in the Kingdom of Tonga;
- (b) to pay all the expenses arising from the administration of the Mission, including the operational costs of the demonstration livestock farm, unless otherwise provided in the Agreement;
- (c) to be responsible for accident and medical insurance costs for all members of the Mission; and
- (d) to supply the Mission with livestock feed and equipment, seeds, fertilizers, agricultural chemicals, pesticides and farming machinery manufactured in the Republic of China, as may be necessary for the establishment of the demonstration farm and associated projects.

Article V

The Government of the Kingdom of Tonga agrees:

- (a) to provide the Mission and its members with suitable furnished office and housing facilities including water and electricity supply, and that the Vaini Research Station will be responsible for the routine maintenance and repair of such facilities;
- (b) to permit duty-free importation of all items specified in subsection (d) of Article IV and, in accordance with the Government of the King-

dom of Tonga, except for a reasonable portion retained for the consumption of the Mission and for the use of seeds and specimens, shall be handed over to the Government of the Kingdom of Tonga for their disposition.

第四條

中華民國政府同意：

- (a) 負擔該團人員往返東加之旅費及在東加王國服務期間之薪俸及生活費；
- (b) 除本協定另有規定者外，負擔該團本身運作所需之經費，含行政費及示範畜牧場之運作費用；
- (c) 負擔該團全體團員之意外醫療保險費用；及
- (d) 提供該團為設立示範農場及相關計畫所需之畜牧飼料設備、種子、肥料、農藥、殺蟲劑及在中華民國製造之農機具。

第五條

東加王國政府同意：

- (a) 供應該團及人員附有傢俱及水電設備之合適辦公廳舍及住所，並由 Vaini 試驗所負擔該團所有團員及眷屬上列設施所需之例行維修費用；
- (b) 准許該團免稅進口如第四條(d)項所載之一切用品，並遵照東加王國政府政策，准許將之由

dom of Tonga's policy, to transport them from the entering port or airport to their destinations;

- (c) to provide the Mission with appropriate counterparts as decided by mutual consent of the two Governments;
- (d) to designate a counterpart officer to the Chief of the Mission, who will render all necessary assistance to the Mission; and
- (e) to make available to the Mission by its Ministry of Agriculture and Forestry, the required piggery and poultry facilities for appropriate collaborative investigation and development, as agreed upon by the two Governments.

Article VI

For all members of the Mission and their dependents, the Government of the Kingdom of Tonga undertakes:

- (a) to ensure access to medical services by public clinics or hospitals;
- (b) to ensure the right to import, during the period of their service in the Kingdom of Tonga, duty-free household and personal effects in accordance with the Government of the Kingdom of Tonga's Tax Policies, which shall not be sold or freely disposed of by the members of the Mission before the termination of their assignment;
- (c) to exempt from taxation all stipends, emoluments and allowances paid to them by the Government of the Republic of China or as specified by the Government of the Kingdom of Tonga's Taxation Policy on Technical Cooperation;
- (d) to arrange for the necessary visas, residence and work permits that are required by local government regulations; and
- (e) to grant privileges and exemptions no less fa-

進口港或機場運送至目的地；

- (c) 經由雙方政府同意指派適當人員配合該團工作；
- (d) 為該團團長指派對等官員一名，提供該團必要之協助；及
- (e) 在雙方政府同意之下，該團協同農林部進行養豬及養雞設施之調查與研發。

第六條

東加王國政府承擔該團所有團員及其眷屬；

- (a) 確保在公立衛生所或醫院之醫療服務；
- (b) 根據東加王國政府之稅收政策確保該團團員在東加服務期間，免稅進口家庭及個人用品之權利，惟上述免稅進口之物品，在其服務終止以前不得出售或自行處理；
- (c) 豁免一切由中華民國政府給付該團之薪俸及生活費之稅捐，或依據東加王國政府技術合作稅制政策行之；
- (d) 提供當地法令所規定之簽證、居留證及工作證；及
- (e) 給予不少於其他與東加技術合

avorable than those granted to other foreign experts and their dependents under similar technical cooperation agreements with Tonga.

Article VII

In case any member of the Mission is found unable to continue to perform his duties, the Government of the Republic of China shall have the obligation to recall him from his post and to replace him with another, and pay the cost for his transportation from Tonga.

Article VIII

The members of the Mission shall refrain from engaging in activities which are inconsistent with the duties of the Mission specified in Article I.

Article IX

- (a) The Agreement shall enter into force on the date of signing and shall remain valid for a period of two years, and thereafter it shall be extended by mutual consent through exchange of notes between the two Governments;
- (b) At the completion of the term of service of the Agricultural Technical Cooperation, all assets, including any stock and equipment, shall be transferred to the Ministry of Agriculture and Forestry of the Government of the Kingdom of Tonga as mutually agreed upon by both Governments.

Article X

The Agreement can be terminated upon giving ninety (90) days' prior notice in writing by either Government to the other.

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

Done at Nuku'alofa in duplicate, in the Chinese and the English languages, both texts being equally authentic, on the 11th day of the sixth

作協定下之外國專家及其眷屬所享有之特權及豁免權。

第七條

該團團員如因故不適宜再繼續執行任務時，中華民國政府有義務將其調回，另派員接替，並負擔其旅費。

第八條

該團人員不得從事與第一條所載該團任務不相關之活動。

第九條

- (a) 本協定自簽署之日起生效，效期兩年，經雙方政府同意，得以換文予以延長。
- (b) 雙方政府同意於農業技術合作期滿後，該團所有資產包括牲畜及設備轉移東加王國政府農林部。

第十條

本協定得由任何一方以書面通知對方政府之九十日後予以終止。

為此，雙方代表各經其政府合法授權簽字於本協定，以昭信守。

本協定以中文及英文各繕兩份，中文本與英文本同一作準。

month of the eighty-sixth year of the Republic of China, corresponding to the 11th day of June in the year one thousand nine hundred and ninety-seven.

**FOR THE GOVERNMENT OF
THE REPUBLIC OF CHINA**

[Signed]
Wen-hua Tzen
Vice Minister
Ministry of Foreign Affairs

**FOR THE GOVERNMENT OF
THE KINGDOM OF TONGA**

[Signed]
Baron Vaea of Houma
Prime Minister and
Minister of Agriculture
and Forestry

中華民國八十六年六月十一日，即公曆一九九七年六月十一日訂於奴瓜婁發。

中華民國政府代表
外交部次長

鄭文華〔簽名〕

東加王國政府代表
總理兼業務部長

魏亞〔簽名〕