

**DOMINICA, COMMONWEALTH OF**  
**AGREEMENT**  
**BETWEEN**  
**THE GOVERNMENT OF THE REPUBLIC OF**  
**CHINA**  
**AND**  
**THE GOVERNMENT OF THE COMMONWEALTH**  
**OF DOMINICA**  
**ON**  
**ICDF VOLUNTEERS**

Signed on August 13, 1999  
Entered into force on August 13, 1999

The Government of the Republic of China (hereinafter referred to as the R.O.C.) and the Government of the Commonwealth of Dominica (hereinafter referred to as Dominica), With a view to promoting mutual understanding and strengthening the friendly and cooperative relationship between the two countries, In reference to the recent discussions held between the representatives of the International Cooperation and Development Fund (hereinafter referred to as the ICDF) of the R.O.C. and the Ministry of Foreign Affairs, Trade and Marketing of Dominica concerning the dispatch of volunteers of the ICDF (hereinafter referred to as the ICDF volunteers) from the R.O.C. to Dominica under the ICDF volunteers programme (hereinafter referred to as the programme),

Have hereby agreed as follows:

Article 1

The Government of the ROC agrees to dispatch to Dominica the ICDF volunteers for service at the request of the Government of Dominica, in compliance with the ROC laws and plans agreed by the two Governments.

Article 2

The Government of Dominica shall accept coordinators of volunteers (hereinafter referred to as coordinators) assigned by the ICDF, who will be responsible for designating the duties to the ICDF volunteers relating to the activities of the programme in Dominica.

Article 3

多米尼克

中華民國政府與多米尼克政  
府間關於國際合作發展基金  
會志工協定

八十八年八月十三日簽訂  
八十八年八月十三日生效

中華民國政府與多米尼克政府，為增進相互瞭解並加強兩國之友好合作關係，根據中華民國國際合作發展基金會(以下簡稱「國合會」)與多米尼克外交、貿易暨行銷部雙方代表最近就國合會志工計畫(以下簡稱「本計畫」)下派遣志工前往多米尼克服務事宜所舉行之會談，爰達成下列協議：

第一條

中華民國政府應多米尼克政府之請求，同意依中華民國法律及雙方政府同意之計畫，派遣國合會志工至多米尼克服務。

第二條

多米尼克政府應接受國合會所派定之志工協調人員(以下簡稱協調人員)，渠等將負責在多米尼克就本計畫之活動指派志工任務。

第三條

The ICDF shall provide the ICDF volunteers and coordinators (hereinafter referred to as the programme personnel) with the following:

- a. International travel expenses between the R.O.C. and Dominica;
- b. Monthly living allowance during the period of their assignments;
- c. Equipment and materials necessary for the performance of their duties and medical supplies necessary for their own use; and
- d. An appropriate level of medical care and hospitalization. The Government of Dominica shall provide emergency medical attention and first aid to the programme personnel. Should any expenses be incurred, the ICDF shall compensate such expenses to Dominica.

#### Article 4

The Government of Dominica shall grant the programme personnel the following privileges, exemptions and benefits:

- a. Exemption from customs duties, taxes and other governmental charges on all equipment, materials and medical supplies introduced into Dominica as stated in Article 3 (c) of this Agreement for use in the performance of their duties;
- b. Exemption from customs duties, taxes and other governmental charges on a vehicle for each coordinator's personal use.
- c. Exemption from customs duties, taxes and other governmental charges on their personal and household effects introduced into Dominica for their own use within six months of their first arrival;
- d. Exemption from income tax and other governmental charges in respect of any remuneration or allowances the programme personnel received in Dominica from abroad in connection with their activities under the programme;
- e. Local transportation necessary for the performance of their duties; and
- f. Issuance of appropriate identification cards to the programme personnel to facilitate the performance of their functions.

#### Article 5

- a. The programme personnel, while importing goods free of customs duties, taxes and charges in accordance with the provisions of Article 4 (a), (b) and (c) of this

國合會應提供志工及協調人員 (以下簡稱本計畫人員) 下列各項費用:

1. 中華民國與多米尼克間之國際旅行費用;
2. 執行工作期間每個月之生活津貼;
3. 為執行工作所需之設備及材料; 及個人必備之醫療補給品;
4. 合適之住院醫療; 多米尼克政府應提供本計畫人員緊急醫療及急救, 而其費用應由國合會負擔。

#### 第四條

多米尼克政府應授予本計畫人員下列各項利益、豁免及特權:

1. 依據本協定第三條第三款執行工作所需而輸入多米尼克之設備、材料及醫療補給品, 豁免關稅、稅捐及其他規費;
2. 協調人員個人使用之一部車輛, 豁免其關稅、稅捐及其他規費;
3. 首次抵達多米尼克後六個月內, 其輸入多米尼克供個人使用之私人及家庭用品, 豁免關稅、稅捐及其他規費;
4. 在多米尼克領取源自國外之任何有關本計畫活動之薪資或津貼, 豁免所得稅及其他規費;
5. 提供為執行工作所需之當地交通工具; 及
6. 核發適當之身分證明, 以利執行工作。

#### 第五條

1. 本計畫人員依本協定第四條第一款至第三款規定輸入多米尼克之

Agreement, shall present specification of such goods to the authorities concerned of the Government of Dominica.

b. In compliance with the regulations of Dominica concerning temporary admission, all durable goods imported free of customs duties, taxes and any charges shall be re-exported unless:

(1) They are sold within the territory of Dominica with the payment of customs duties, taxes and charges, or donated to the Government of Dominica on its approval; or

(2) Such re-exportation is impossible or inappropriate.  
c. In case motorcar is transferred from one .

c. Coordinator to another, all applicable taxes according to the laws of Dominica shall be exempted.

#### Article 6

The Government of Dominica shall take all possible measures to ensure the personal safety and security of the programme personnel in the course of performing their duties. The Government of Dominica shall accord the programme personnel and their properties the treatment no less favorable than that accorded generally to the same of other international missions that are residing and performing similar activities in the territory of Dominica. For all matters concerning the programme, the Government of Dominica shall fully inform, consult and cooperate with the programme personnel.

#### Article 7

The Government of Dominica shall be responsible for any claims against the programme personnel, that may arise as a result of any act or omission of programme personnel in the course of their official functions in Dominica, provided however that such claims do not arise from the gross negligence or wilful misconduct on the part of the programme personnel.

#### Article 8

Programme personnel shall comply with the laws and customs of Dominica and shall not engage in any profit-making business during their assignment in Dominica.

免關稅、稅捐及規費之物品，應先將該等物品清單提供多米尼克政府有關當局。

2. 依據多米尼克有關暫准輸入之規定，一切免關稅、稅捐及任何規費之耐久

物品，應再輸出，除非：

(1) 該等物品在多米尼克境內出售並繳交關稅、稅捐及規費者；或經多米尼克政府同意後捐贈給多國政府者；

(2) 該等物品屬於不可能或不適合再輸出者。

3. 倘協調人員將車輛轉讓給其他協調人員時，多米尼克政府應依多國法律免除一切稅捐。

#### 第六條

多米尼克政府應採取一切可能措施，以確保本計畫人員在執行工作期間之人身安全。多米尼克政府應給予本計畫人員及其財產，不低於一般給予在多米尼克境內執行類似工作之其他國際派遣團人員之豁免權、特權及待遇，並應將有關本計畫之一切事項通知本計畫人員並與之諮商合作。

#### 第七條

本計畫人員執行工作期間之作為或不作為所引起對渠等之索賠，應由多米尼克政府負責。但如該索賠係由本計畫人員之重大疏忽或錯誤所引起者，不在此限。

#### 第八條

本計畫人員在多米尼克服務期間，應遵守多國法律及當地習俗，同時不應在多國境內從事執行工作以外之任何營利事業。

## Article 9

The two Governments shall hold consultations, from time to time, for the successful implementation of the programme in Dominica.

## Article 10

This Agreement shall enter into force on the date of signature. It may be amended by mutual consent between the two Governments and shall remain in force until six months after the date of the written notification from either Government to the other of its intention of termination.

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

Done in duplicate in the Chinese and English Languages, both texts being equally authentic, in Roseau, the Commonwealth of Dominica on this thirteenth day of August of the year one thousand nine hundred and ninety-nine.

For the Government of the  
the  
Republic of China  
Dominica

For the Government of  
Commonwealth of

The Hon. Dr. Jason Hu  
Charles  
Minister of Foreign Affairs  
Affairs

The Hon. Norris  
Minister of Foreign

## 第九條

雙方政府應隨時進行協商，以利本計畫在多米尼克順利執行。

## 第十條

本協定應自簽署之日起生效，並繼續有效至任何一方政府於六十天前以書面通知對方終止本協定。本協定得經雙方政府協議修訂之。為此，雙方政府代表，經各自政府合法授權，爰於本協定簽字，以昭信守。

本協定以中文及英文各繕兩份，二種文字之約本同一作準。  
公元一九九九年八月十三日訂於多米尼克羅梭市

中華民國政府代表  
胡志強  
外交部長

多米尼克政府代表  
查爾斯  
外交部長