

GRENADA

AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CHINA AND THE GOVERNMENT OF GRENADA 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 Grenada, 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 Education of Grenada concerning the dispatch of volunteers of the ICDF (hereinafter referred to as the ICDF volunteers) from the R.O.C. to Grenada 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 Grenada the ICDF volunteers for service at the request of the Government of Grenada, in compliance with the ROC laws and plans agreed by the two Governments.

Article 2

The Government of Grenada 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 Grenada.

Article 3

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 Grenada;
- b. Monthly living allowance during the period of their assignments;
- c. Equipment and materials necessary for the performance

格瑞那達

中華民國政府與格瑞那達 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

中華民國政府與格瑞那達政府，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」)與格瑞那達教育部雙方代表最近就國合會志工計畫(以下簡稱「本計畫」)下派遣志工前往格瑞那達服務事宜所舉行之會談，爰達成下列協議：

第一條

中華民國政府應格瑞那達政府之請求，同意依中華民國法律及雙方政府同意之計畫，派遣國合會志工至格瑞那達服務。

第二條

格瑞那達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)，渠等將負責在格瑞那達就本計畫之活動指派志工任務。

第三條

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. 中華民國與格瑞那達間之國際旅行費用；
2. 執行工作期間每個月之生活津

of their duties and medical supplies necessary for their own use; and

- d. An appropriate level of medical care and hospitalization. The Government of Grenada shall provide emergency medical attention and first aid to the programme personnel. Should any expenses be incurred, the ICDF shall compensate such expenses to Grenada.

Article 4

The Government of Grenada 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 Grenada 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 Grenada 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 Grenada 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 Agreement, shall present specification of such goods to the authorities concerned of the Government of Grenada.
- b. In compliance with the regulations of Grenada concerning temporary admission, all durable goods imported free of customs duties, taxes and any charges shall be re-exported unless:

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. 妥適之住院醫療;格瑞那達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

格瑞那達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格瑞那達之設備、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. 首次抵達格瑞那達後六個月內,其輸入格瑞那達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. 在格瑞那達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格瑞那達之免關稅、稅捐及規費之物品,應先將該等物品清單提供格瑞那達政府有關當局。
2. 依據格瑞那達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

- (1) They are sold within the territory of Grenada with the payment of customs duties, taxes and charges, or donated to the Government of Grenada on its approval; or
- (2) Such re-exportation is impossible or inappropriate.
- c. In case motorcar is transferred from one coordinator to another, all applicable taxes according to the laws of Grenada shall be exempted.

Article 6

The Government of Grenada 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 Grenada 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 Grenada. For all matters concerning the programme, the Government of Grenada shall fully inform, consult and cooperate with the programme personnel.

Article 7

The Government of Grenada 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 Grenada, 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 Grenada and shall not engage in any profit-making business during their assignment in Grenada.

Article 9

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

Article 10

This Agreement shall enter into force on the date of signature. It may be amended by mutual consent between

非：

- (1) 該等物品在格瑞那達境內出售並繳交關稅、稅捐及規費者；或經格瑞那達政府同意後捐贈給格國政府者；
- (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，格瑞那達政府應依格國法律免除一切稅捐。

第六條

格瑞那達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。格瑞那達政府應給予本計畫人員及其財產，不低於一般給予在格瑞那達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，應由格瑞那達政府負責。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

本計畫人員在格瑞那達服務期間，應遵守格國法律及當地習俗，同時不應在格國境內從事執行工作以外之任何營利事業。

第九條

雙方政府應隨時進行協商，以利本計畫在格瑞那達順利執行。

第十條

本協定應自簽署之日起生效，

