

For The Government Of
The Republic Of China
I-Cheng Loh
Ambassador-at-Large

For The Government Of
The Republic Of Macedonia
Trajko Slaveski
Minister Of Development

**AGREEMENT BETWEEN THE REPUBLIC OF
CHINA AND THE REPUBLIC OF MACEDONIA
ON THE ESTABLISHMENT OF THE ECONOMIC
DEVELOPMENT FUND**

Signed on June 22, 2000
Entered into force on June 22, 2000

The Government of the Republic of China and the Government of the Republic of Macedonia (hereinafter referred to separately as "the Republic of China" and "the Republic of Macedonia", and jointly as "the Parties")

Desirous of further cementing their friendship and cooperation by strengthening economic relations between the Parties, and convinced that one of the means to achieve closer cooperation is by establishing a long-term Republic of China-Republic of Macedonia Economic Development Fund (hereinafter referred to as "the Fund") for the benefit of the Republic of Macedonia,

Have agreed as follows:

**Article I
Nature of the Fund and its Objective**

- (1) The Fund shall be established for perpetuity, that is, only incomes from investing the Fund shall be used for purposes outlined in this Agreement, while the capital shall remain in the account to generate subsequent incomes year after year.
- (2) The objectives of the Fund shall be to provide financial and other resources to the ROM for the promotion and acceleration of trade, investment, and other economic cooperation between the Parties through specific projects and programs listed in Article V of this Agreement.

無任所大使陸以正

馬其頓共和國政府代表
發展部長斯拉維斯基

**中華民國與馬其頓共和國成
立經濟發展基金協定**

八十九年六月二十二日簽訂
八十九年六月二十二日生效

中華民國政府與馬其頓共和國政府（以下分別稱為「中華民國」與「馬其頓共和國」，合稱「締約雙方」），盼經由加強締約雙方經濟關係，進一步促進兩國邦誼及合作；咸信成立一長期運作之「中華民國--馬其頓共和國經濟發展基金」（以下稱「本基金」），為達成更密切合作之一種方式，並將嘉惠馬其頓共和國；

爰協議如下：

第一條 基金性質及目的

- (一) 本基金之成立係永久性的，僅基金收益得以運用於本協定規定之目的，本金則應保存於帳戶內以每年產生收益。
- (二) 本基金成立之宗旨，為提供馬方財政及其他資源，並透過本協定第五條所列之特定計畫，以促進及加速締約雙方之貿易、投資及其他經濟合作。

Article II Financing of the Fund

- (1) The Republic of China shall contribute to the Fund the sum of Two and A Half Million United States Dollars (US\$2,500,000.00) per annum for a period of four (4) years, with the first payment due on July 1, 2000, and the final payment due on July 1, 2003.
- (2) The Republic of Macedonia shall have the right, according to its financial capability in the future, to make contributions to the Fund.
- (3) Both Parties shall have the right, as a result of consultations, to make further contributions to the Fund on terms and conditions to be determined by a Board of Directors (hereinafter referred to as "the Board").

ARTICLE III Location and Board of the Fund

- (1) The Fund shall be established in Taipei, Taiwan.
- (2) The Fund shall be governed by the Board, consisting of five (5) persons, with the Minister of Foreign Affairs of the Republic of China as *ex-officio* chairperson of the Board.
- (3) In addition to the chairperson, each of the Parties shall have the right to nominate two members to the Board; provided that, once the Republic of Macedonia has made equal financial contributions to the Fund, it shall be entitled to nominate a third member to the Board, thereafter the chairperson of the Board shall be rotated between the Parties.
- (4) In the interest of harmony, all decisions of the Board shall be unanimous.

Article IV Administration of the Fund

- (1) The Board shall meet once every six months, alternating the site of the meeting between Taipei and Skopje. The chairperson of the Board may call for extraordinary meetings if the need arises.
- (2) The Board shall make its own governing rules and regulations.
- (3) When the Board is not sitting, the chairperson and members of the Board may communicate with each other, and their consensus thus reached in writing, may be carried out as decisions of the Board, to be approved *ex post facto* by the next Board meeting.
- (4) There shall be a Secretariat of the Fund, the duties of

第二條 基金之資金來源

- (一) 中華民國應每年出資美金二百五十萬元，為期四年，第一筆資金將於公元二〇〇〇年七月一日撥付，最後一筆資金將於二〇〇三年七月一日撥付。
- (二) 馬其頓共和國應有權於未來依據其財政能力捐助本基金。
- (三) 締約雙方應有權於經過協商後，依據基金董事會所定條款繼續捐助本基金。

第三條 基金成立地點及董事會

- (一) 本基金應在中華民國台北成立。
- (二) 本基金應由五人組成之董事會管理，董事長由中華民國外交部長擔任。
- (三) 除董事長以外，締約一方應有權指派兩名董事；馬其頓共和國未來倘對本基金提供相等捐助，應有權指派第三名董事，屆時董事長由締約雙方輪流擔任。
- (四) 董事會一切決議應經所有董事一致同意，以維持和諧。

第四條 基金之管理

- (一) 董事會應每六個月輪流在台北及史高比耶開會一次，董事長得視需要召開特別會議。
- (二) 董事會應制定其管理規章。
- (三) 董事會未開會期間，董事長與董事得相互聯繫，渠等以書面方式達成之共識，得視同董事會決議執行，並提交下次董事會會議追認通過。
- (四) 本基金成立秘書處，由中華民國國際合作發展基金會(以下簡

which shall be performed by the International Cooperation and Development Fund of the Republic of China (hereinafter referred to as "ICDF"). The Secretary-General of ICDF shall serve *ex officio* as Secretary of the Board without remuneration. Supporting staff shall be drawn from ICDF's existing staff.

- (5) Unless otherwise directed by the Board, the incomes of the Fund shall be managed by ICDF through a special account, separate from all other funds of, or administered by ICDF.
- (6) The Fund shall begin functioning from August 1, 2000.

ARTICLE V Use of the Fund's Income

- (1) Earnings and other proceeds of the Fund shall be used to finance the following kinds of projects and programs:
 - (a) Those that will contribute to the sharing of macro- and micro-economic development experiences between the Parties;
 - (b) Those that will aid the design, study and preparation of projects and programs for regional economic and trade integration and development in the Republic of Macedonia;
 - (c) Feasibility studies for social-economic development projects and programs in the Republic of Macedonia;
 - (d) Studies in policy and institutional development for macro and sector reforms including, but not limited to, modernization of trade, investment and taxation systems of the Republic of Macedonia;
 - (e) Studies relating to capacity building of the public sector of the Republic of Macedonia;
 - (f) Scholarship programs for short-term study in economic development and related fields in Taiwan; and
 - (g) Other specific projects approved by the Board.
- (2) Management expenses of the Fund shall be kept to a minimum, and subject to the approval of an annual budget by the Board.

ARTICLE VI Selection of Projects

- (1) Beginning from the second year, the Secretariat of the Fund shall estimate the resources available for use and submit an annual report to the Board. The first annual

稱國合會)執行其業務，國合會秘書長擔任董事會無給職執行秘書，助理人員自國合會現有職員中選任。

- (五)除非董事會另有指示，本基金收益應由國合會另設專戶管理，並與國合會管理之其他基金分開。
- (六)本基金應自二〇〇〇年八月一日起開始運作。

第五條 基金收益之使用

- (一)基金收益之使用應限於支應下列計畫：
 - (1)有助於締約雙方分享總體及個體經濟發展經驗之計畫；
 - (2)有助於馬其頓共和國區域經貿整合與發展計畫之設計、研究與準備之計畫；
 - (3)馬其頓共和國社會經濟發展計畫之可行性研究；
 - (4)有關馬其頓共和國總體及部門改革之政策與制度發展之研究，包括但不限於貿易、投資及稅務制度之現代化；
 - (5)提升馬其頓共和國公共部門能力之研究；
 - (6)在中華民國研習經濟發展及其他相關領域之短期研究獎學金計畫；
 - (7)其他經董事會核准之特定計畫；
- (二)本基金管理費用應維持一最低數，其年度預算並須經董事會核准。

第六條 計畫之選定程序

- (一)自第二年起本基金秘書處應預估可運用資金額度並向董事會提出年度報告。第一份年度報告至遲應於二〇〇一年六月三

- report shall be submitted not later than June 30, 2001.
- (2) Starting in 2001 and before June 30 of each year, the Parties shall submit project proposals to the Secretariat, including such information as description of the project, the executing agency, implementation schedule, and if available, a cost-benefit analysis.
 - (3) After preliminary screening, the Secretariat shall select and submit those projects to the Board it regards as practicable and within the capacity of the Fund to finance during the following year. Once the Board has given its approval, ICDF shall make disbursements to the executing agencies on the basis of proper documentation and procedure.

ARTICLE VII ACCOUNTING AND AUDITING

- (1) The Fund shall follow the accounting practice of ICDF, provided that all accounts of the Fund shall be kept in a separate set of books.
- (2) The financial statements of the Fund shall be audited annually by an outside auditor of international reputation.
- (3) Members of the Board shall have the right to inspect the books of the Fund kept by the Secretariat.

ARTICLE VIII TERMINATION OF THIS AGREEMENT

- (1) This Agreement shall enter into force on the date of signature by the Parties.
- (2) The Board shall have the power to dissolve the Fund, and make appropriate disposal of the resources of the Fund at the time of dissolution.
- (3) This Agreement shall be terminated only after the dissolution of the Fund, and the settlement of all accounts by the Secretariat has been accepted by the Board.

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

Done in Skopje on 22 day of June, 2000, in duplicate in the Macedonian, Chinese and English languages, all three texts being equally authentic. In case of any divergence in interpretation, the English text shall govern.

十日提出。

- (二)自二〇〇一年起，締約雙方應於每年六月三十日前向秘書處提出計畫建議書，說明計畫內容、執行單位及實施日程，可能時，並提出成本效益分析。
- (三)秘書處經初步過濾後，應選擇實際可行且在本基金下一年度財政能力範圍內之計畫提交董事會。一俟董事會核定，國合會應即依據適當之文件及程序撥款予執行單位。

第七條 會計及稽查

- (一)本基金之會計作業程序應採國合會之會計制度，惟應將所有會計事項單獨設帳處理；
- (二)本基金之財務報告應由會外國際知名之會計師作年度查核簽證；
- (三)董事應有權調閱秘書處保管之本基金帳冊。

第八條 本協定之終止

- (一)本協定自締約雙方簽署之日起生效；
- (二)董事會應有權力解散本基金，並對基金資源作適當之處置；
- (三)本協定應於本基金解散，且秘書處所有帳目之結算均獲董事會接受後終止。

為此，雙方各經本國政府正式授權之代表，爰於本協定簽署，以昭信守。

本協定以中文、馬其頓文及英文各繕兩份，三種文字約本同一作準。惟遇解釋上有歧異時，應以英文本為準。

中華民國八十九年六月二十二日，即公元二〇〇〇年六月二十二日訂於史高比耶。

FOR THE GOVERNMENT OF
THE REPUBLIC OF CHINA
DR. HUNG-MAO TIEN
Minister of Foreign Affairs

中華民國政府代表
外交部長
田弘茂

FOR THE GOVERNMENT OF
THE REPUBLIC OF MACEDONIA
DR. TRAJKO SLAVESKI
Minister of Development

馬其頓共和國政府代表
發展部長
斯拉維斯基