

法規名稱：MEMORANDUM OF UNDERSTANDING BETWEEN THE TAIPEI ECONOMIC AND TRADE OFFICE IN INDONESIA AND THE INDONESIAN ECONOMIC AND TRADE OFFICE TO TAIPEI ON COOPERATION IN IMMIGRATION AFFAIRS, HUMAN TRAFFICKING AND PEOPLE SMUGGLING PREVENTION

簽訂日期：民國 101 年 09 月 28 日

生效日期：民國 101 年 09 月 28 日

The Taipei Economic and Trade Office in Indonesia and the Indonesian Economic and Trade Office to Taipei(hereinafter referred to as “ the Parties ”),on the principle of equality and reciprocity, aiming at promoting cooperation between the national immigration agencies, being concerned about immigration affairs and transnational crimes, especially human-trafficking and people smuggling prevention, and hoping to facilitate exchange of information and cooperation in mutual benefit between two agencies, have agreed as follows:

Article 1

Objectives

1. The objective of this Memorandum of Understanding (hereinafter referred to as MOU)is to provide a frame work cooperation on immigration affairs between the national immigration agencies in order to achieve greater cooperation.
2. The Parties shall dedicate to facilitate both the national immigration agencies to engaging in exchange activities and cooperation in accordance with their respective domestic laws, as set out in the provisions of this MOU and as required by their official responsibilities and functions.

Article 2

Scope of cooperation

1. Cooperation in the exchange of anti-terrorist intelligence and in the prevention of human trafficking, people smuggling and illegal immigration;
2. Cooperation in the exchange of skills related to entry and exit control;

3. Cooperation between immigration agencies;
4. Cooperation in personnel training and in the sharing of experience;
5. Other cooperative items agreed upon by the Parties.

Article 3

Forms of cooperation

For the purpose of effectively enforcing the provisions of Article 2, the Parties shall, on the principle of equality and reciprocity, cooperate as follows:

1. To exchange criminal information, including fugitive fled on corruption cases.
2. To exchange visits for official business;
3. To invite one to three immigration officers from the other Party to participate in immigration training held by one of the Parties if possible;
4. To implement other mutual assistance that might be requested but not mentioned above.

Article 4

Request for assistance

The Parties have agreed that requests for assistance shall be made in writing. In case that the situation is urgent and the requested Party has given its consent, the request for assistance may be made in some other form but shall be confirmed in writing within ten days after such a request is made.

The written request shall include the following content: the name of the department that is making the request, the purpose of the request, the particulars of the request, the summary of the case and other information necessary for meeting the request.

In case the request cannot be met due to inadequate information contained in the content, the requesting Party may be required to provide supplementary information.

Article 5

Request refusals

The Parties have agreed that in case that the request is beyond the scope of their cooperation or that to meet the request will disrupt the public order or good practice of the country of the requested Party, it may refuse to grant the request along with an explanation.

Article 6

Meeting requests

- 1 The Parties shall take necessary measures to ensure that the request can be quickly and safely satisfied and inform the requesting Party about the result of its actions to meet the request.
- 2 The Parties shall immediately inform the requesting Party in cases where it has no authority to satisfy the request.

Article 7

Confidentiality

The Parties shall ensure that mutually provided information, documents, and personal data are kept confidential. In case that the use of the aforementioned information is restricted or that it is not used for the purpose for which it was provided or that it is going to be shared with a third party, the consent of the Parties that provides it shall be secured in advance.

Article 8

Expenses

- 1 The expenses needed for personnel training as stated in subparagraph 3 of Article 3 shall be paid according to the result of negotiations conducted on a case by case basis.
- 2 Other expenses incurred by one of the Parties after granting a request made by the other Party in accordance with this MOU shall be paid by the requested Party unless it is otherwise negotiated by the Parties; In cases where the request involves

a large amount of expense or extra expenses, the Parties shall negotiate beforehand to affirm the conditions of the request and the defrayment of the expenses.

Article 9

Languages

The Parties shall use English as the medium of their communication when they engage in cooperation in accordance with this MOU.

Article 10

Meetings and consultations

The leaders or representatives of the Parties may hold meetings or conduct consultations in order to discuss and improve the cooperation to be carried out in accordance with this MOU.

Article 11

Settlement of disputes

Disputes, arising from the application of this MOU, shall be settled through negotiations as soon as possible by the Parties.

Article 12

Effectiveness, termination and amendments

1 This MOU shall be effective on the date of the signature by the Parties and terminate thirty days after one of the Parties notifies the other Party in writing of its termination.

2 This MOU may be amended through negotiations by the Parties

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Authorities, have signed this MOU.

Signed in duplicate in Taipei on the 28 September, 2012, in the Chinese, Indonesia and English languages, all texts being equally authentic. In case of divergence in the interpretation of this MOU, the English text shall prevail.

The Taipei Economic and
Trade Office in Indonesia

Representative
Andrew L.Y. Hsia

The Indonesian Economic
and Trade Office to Taipei

Representative
Ahmad Syafri