

**法規名稱：**AGREEMENT BETWEEN THE TAIPEI ECONOMIC AND CULTURAL OFFICE IN VIETNAM AND THE VIETNAM ECONOMIC AND CULTURAL OFFICE IN TAIPEI ON THE COOPERATION IN IMMIGRATION AFFAIRS

**簽訂日期：**民國 102 年 07 月 10 日

**生效日期：**民國 102 年 07 月 10 日

The Taipei Economic and Cultural Office in Vietnam and the Vietnam Economic and Cultural Office in Taipei (hereinafter referred to as “ the Parties ” ), on the principle of equality and reciprocity, aiming at promoting cooperation between the Parties, being concerned about immigration affairs, and hoping to facilitate exchange and cooperation, have agreed as follows:

#### Article 1

##### Representing and Implementing Authorities

1. The Representing Authorities are:

- i The Taipei Economic and Cultural Office in Vietnam;
- ii The Vietnam Economic and Cultural Office in Taipei.

2. The Implementing Authorities are:

- i National Immigration Agency, Ministry of the Interior of Taiwan.
- ii Immigration Department, Ministry of Public Security of Vietnam.
- iii The Implementing Authorities from the Parties shall confirm to engage in exchanging activities and cooperation in accordance with their respective domestic laws, as set out in the provisions of this Agreement and as required by their official responsibilities and functions.

#### Article 2

##### Scope of cooperation

1. Cooperation in exchanging and sharing information on immigration affairs;
2. Cooperation in exchanging policies related to immigration management;

3. Cooperation in sharing information related to routes, targets, methods and modes of illegal immigration;
4. Cooperation in exchanging and sharing information about forged and counterfeit documents and stamps (including passports, visas, any documents proving residency, immigration stamps ... etc;)
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 official visits;
2. To attend symposiums, seminars or meetings relating to immigration management;
3. To assist and improve abilities for immigration officers through personnel training;
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 urgent cases, the requested Party has given its consent, the request for assistance may be made in other forms but that shall be confirmed in writing within ten days.

The written request shall include the following content: the name of the authority 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 the request being responded.

In case the request can not be met due to inadequate

information, the requesting Party shall be required to provide supplementary information.

#### Article 5

##### Request refusal

The Parties have agreed that in case the request is beyond the scope of their cooperation or meeting the request will disrupt the public order or good practice of the country of the requested Party, the request may be refused.

#### Article 6

##### Request fulfillment

1. The requested Party shall take necessary measures to ensure that the request can be quickly and safely satisfied. The result shall be soon informed to the requesting Party.
2. The requested Party shall immediately inform the requesting Party in case 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 information 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 Party that provides information 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

Agreement shall be paid by the requested Party unless it is otherwise negotiated by the Parties. In case 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 Implementing Authorities of the Parties shall use English as the medium of their communication when they engage in cooperation in accordance with this Agreement.

#### 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 in accordance with this Agreement.

#### Article 11

##### Settlement of disputes

Disputes arising from the application of this Agreement shall be settled through negotiation as soon as possible by the Parties.

#### Article 12

##### Effectiveness, termination and amendments

1. This Agreement shall come into effect upon the date of signature by the Parties. Either Party may terminate this Agreement by giving notice thirty days in writing to the other Party in advance.
2. This Agreement may be amended through negotiations by the Parties.

Done in Taipei on the 10th day of July in the year 2013 in duplicate (2) in the English language.



ON BEHALF OF THE  
TAIPEI ECONOMIC  
AND CULTURAL  
OFFICE IN VIETNAM

HUANG CHIH-PENG  
REPRESENTATIVE

ON BEHALF OF THE  
VIETNAM ECONOMIC  
AND CULTURAL  
OFFICE IN TAIPEI

BUI TRONG VAN  
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