

法規名稱： SAINT CHRISTOPHER AND NEVIS, FEDERATION OF AGREEMENT BETWEEN THE MINISTRY OF THE INTERIOR OF THE REPUBLIC OF CHINA (TAIWAN) AND THE MINISTRY OF FOREIGN AFFAIRS, HOMELAND SECURITY, LABOUR, JUSTICE AND LEGAL AFFAIRS OF SAINT CHRISTOPHER AND NEVIS ON COOPERATION IN IMMIGRATION AFFAIRS AND HUMAN TRAFFICKING PREVENTION

簽訂日期： 民國 103 年 09 月 18 日

生效日期： 民國 103 年 09 月 18 日

BETWEEN The Ministry of the Interior of the Republic of China (Taiwan) and The Ministry of Foreign Affairs, Homeland Security, Labour, Justice and Legal Affairs of the Saint Christopher and Nevis (hereinafter referred to individually as the “ Party ” and collectively as “ the Parties ”) :

WHEREAS the Parties on the principles of equality and reciprocity intend to promote cooperation between the national immigration agencies of both countries;

WHEREAS the Parties are concerned about immigration issues and transnational crimes, especially human-trafficking prevention;

AND WHEREAS the Parties hope to facilitate exchange and cooperation between the Parties by engaging in exchange 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.

THE PARTIES AGREE AS FOLLOWS:

Article 1

Competent Authorities

The Competent Authorities that conclude and implement this Agreement are:

- (i) The Ministry of the Interior of the Republic of China (Taiwan).

- (ii) The Ministry of Foreign Affairs, Homeland Security, Labour, Justice and Legal Affairs of the Saint Christopher and Nevis.

Article 2

Scope of Cooperation

The Parties agree to cooperate in the following areas:

- (i) Exchange of anti-terrorist intelligence and information related to the prevention of human trafficking and illegal immigration.
- (ii) Exchange of skills related to entry and exit control measures.
- (iii) Cooperation between immigration agencies.
- (iv) Personnel training and sharing of experience.
- (v) Other areas of cooperation as 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:

- (i) Exchange criminal information;
- (ii) Exchange visits for official business;
- (iii) Invite one to three immigration officers from the other Party to participate in immigration training held by one of the Parties if possible;
- (iv) Implement other mutual assistance as agreed by the Parties in accordance with Article 2(v).

Article 4

Requests for Assistance

- (i) Requests for assistance shall be made in writing.
- (ii) In case the situation is urgent and the requested Party has given its consent, the request for assistance may be made in some other form as agreed by the Parties but shall be

confirmed in writing within ten days after such a request is made.

- (iii) 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 all other information necessary for meeting the request.
- (iv) In case the request cannot be met due to inadequate information, the requesting Party may be required to provide further information by way of a supplementary request.

Article 5

Refusal of Requests

The Parties agree that in case the request is beyond the scope of their cooperation or in the event that honouring the request will disrupt the public order or good practice of the country of the requested Party, the requested Party may refuse to grant the request. The requested Party shall provide the requesting Party with an explanation of its refusal.

Article 6

Request Fulfillment

The Parties shall take necessary measures to ensure that the request can be quickly and safely satisfied and shall inform the requesting Party about the result of actions taken to meet the request.

Article 7

Confidentiality

- (i) The Parties shall ensure that mutually provided information, documents, and personal data shared between the Parties are kept as confidential after the Agreement is terminated.
- (ii) Where the information is restricted information, or the information is to be used for a purpose other than the

purpose for which it was requested or, the information is to be shared with third party, the requesting Party must obtain the consent of the Party providing the information before using the information or sharing it with a third party.

- (iii) In the context of this Agreement “restricted information” refers to any information which is:
- a. Identified by anyone of the Parties as confidential information
 - b. Information protected by any law within the state of the Parties
 - c. Information which one Party communicates to the other Party is restricted information

Article 8

Expenses

- (i) The finances needed for personnel training as stated in paragraph (iii) of Article 3 shall be paid in as agreed by the Parties by negotiations conducted on a case by case basis.
- (ii) Expenses incurred by one of the Parties in fulfilling 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 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 Competent 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 to be carried out in accordance with this Agreement.

Article 11

Settlement of Disputes

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

Article 12

Commencement, Amendments and Termination

- (i) This Agreement shall be effective on the date of the latter signature of the Parties and terminate thirty days after one of the Parties notifies the other Party in writing of its termination.
- (ii) This Agreement may be amended in writing through negotiations by the Parties.

Article 13

Indemnity

Each Party agrees to indemnify the other Party, from any liability (including vicarious liability) for loss, injury or damage caused to any third party otherwise than by the willful or negligent acts or omissions of the other Party, its agents and employees in the execution of this Agreement.

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

SIGNED in duplicate in the Chinese and English languages, all texts being equally authentic. In case of divergence in the interpretation of this Agreement, the English text shall prevail.



FOR THE MINISTRY
OF THE INTERIOR
OF THE REPUBLIC
OF CHINA
(TAIWAN)

Minister
HON. CHEN,
WEI-REN

Date: 1. Sept. 2014
Place: Taipei, Taiwan

FOR THE MINISTRY
OF FOREIGN
AFFAIRS,
HOMELAND
SECURITY,
LABOUR, JUSTICE
AND LEGAL
AFFAIRS OF THE
SAINT
CHRISTOPHER AND
NEVIS

Minister
HON. PATRICE
NISBETT

Date: 18. Sept. 2014
Place: Basseterre