

法規名稱：AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CHINA (TAIWAN) AND THE GOVERNMENT OF THE REPUBLIC OF PANAMA CONCERNING COOPERATION IN IMMIGRATION AFFAIRS AND HUMAN TRAFFICKING PREVENTION

簽訂日期：民國 105 年 06 月 27 日

生效日期：民國 105 年 06 月 27 日

The Government of the Republic of China (Taiwan) and the Government of the Republic of Panama and the hereinafter referred to 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, in particular human trafficking prevention;

AND WHEREAS the Parties hope to facilitate the exchange of information and cooperation;

Have agreed to the following:

ARTICLE 1

COMPETENT AUTHORITIES

1. The competent authorities designated for the implementation of this Agreement are:
 - a) The National Immigration Agency of the Ministry of the Interior of the Republic of China (Taiwan), and
 - b) The National Migration Service of the Ministry of Public Security of the Republic of Panama.
2. The Parties shall, in accordance with this Agreement and their respective domestic laws, engage in cooperation related to immigration affairs in order to prevent and combat illegal immigration, human-trafficking and transnational crimes.

ARTICLE 2

SCOPE OF COOPERATION

The Parties shall cooperate in the following areas:

1. Exchange of anti-terrorist intelligence and information related to the prevention of human trafficking and illegal immigration;
2. Exchange of skills related to border control measures;
3. Cooperation between immigration agencies;
4. Training programs for immigration officers;
5. Participation in training seminars of the other Party; and
6. Other areas of cooperation as agreed upon by the Parties.

ARTICLE 3

REQUESTS FOR INFORMATION

1. Requests for information shall be made in writing. In the event that a situation is urgent and the requested Party gives its consent, the request for information may be made in some other form but shall be confirmed in writing within ten (10) days after the request is made.
2. The written request shall include the following content:
 - a) Name of the department making the request;
 - b) Purpose of the request;
 - c) Details of the request;
 - d) Summary of the case; and
 - e) Other information necessary for fulfilling the request.
3. In the event that a request cannot be fulfilled due to inadequate information contained in the request, the requesting Party must provide additional information.

ARTICLE 4

REQUEST FULFILLMENT

The Parties shall take necessary measures to ensure that a

request can be quickly and safely fulfilled.

ARTICLE 5

DENIAL OF REQUEST

1. The requested Party may deny a request under the following conditions:
 - a) The request is beyond the scope of cooperation under this Agreement;
 - b) The request contradicts the domestic laws of the requested Party;
 - c) The granting of the request would disrupt the public order of the requested Party;
 - d) The granting of the request would contradict the good practices of the requested Party; or
 - e) The granting of the request would adversely affect public security.
2. When denying a request, the requested Party shall inform the requesting Party and provide a written explanation.

ARTICLE 6

CONFIDENTIALITY

The Parties shall ensure that mutually provided information, documents, and personal data are kept confidential. In the event that the use of the information is restricted, that the information provided needs to be used for a purpose other than the original requested use, or that the information needs to be shared with a third party, the consent of the Party that provided the information shall be obtained in advance.

ARTICLE 7

EXPENSES

1. The expenses needed for personnel training and seminars as stated in subparagraph 4 and 5 of Article 2 shall be paid as agreed by the Parties through consultations conducted on a

case by case basis.

2. General expenses incurred by a Party in fulfilling a request made by the other Party in accordance with this Agreement shall be covered by the requested Party unless otherwise agreed upon by the Parties. Should a request involve extra expenses, the Parties shall enter consultations beforehand to affirm the conditions of the request and the defrayment of the expenses.

ARTICLE 8

LANGUAGES

The Parties shall use English to communicate when engaging in cooperation in accordance with this Agreement.

ARTICLE 9

MEETINGS AND CONSULTATIONS

The Parties may hold meetings or conduct consultations in order to discuss and improve cooperation to be carried out in accordance with this Agreement.

ARTICLE 10

SETTLEMENT OF DISPUTES

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

ARTICLE 11

ENTER INTO FORCE, TERMINATION AND AMENDMENTS

1. This Agreement shall enter into force on the date of the signature by the Parties. Either Party may terminate this Agreement by giving the other Party written notice thirty (30) days in advance.



2. This Agreement may be amended with the mutual agreement of the Parties

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

Done in duplicate in Panama City on the 27th day of June of 2016, in the Chinese, Spanish and English languages, with all texts being equally authentic. In case of divergence in the interpretation of this Agreement, the English text shall prevail.

FOR THE GOVERNMENT OF
THE REPUBLIC OF CHINA
(TAIWAN)

FOR THE GOVERNMENT OF THE
REPUBLIC OF PANAMA

DAVID TAWEI LEE

ISABEL DE SAINT MALO DE ALVARADO

Minister of Foreign Affairs

Vice President of the Republic
and Minister of Foreign Affairs