

法規名稱：AGREEMENT BETWEEN THE NATIONAL IMMIGRATION AGENCY OF THE MINISTRY OF THE INTERIOR OF THE REPUBLIC OF CHINA (TAIWAN) AND THE GENERAL DIRECTORATE FOR IMMIGRATION OF THE MINISTRY OF INTERIOR OF THE REPUBLIC OF GUATEMALA CONCERNING COOPERATION IN IMMIGRATION AFFAIRS AND HUMAN TRAFFICKING PREVENTION

簽訂日期：民國 104 年 02 月 17 日

生效日期：民國 104 年 02 月 17 日

The National Immigration Agency (NIA) of the Ministry of the Interior of the Republic of China (Taiwan) and the General Directorate for Immigration (DGM), of the Ministry of Interior of the Republic Guatemala, hereinafter referred to as “ the Parties ” , on the principle of equality and reciprocity, aiming at promoting cooperation between the national immigration agencies of both countries, being concerned about immigration issues and transnational crimes, especially human-trafficking prevention, and hoping to facilitate exchange and cooperation, have agreed as follows:

Article 1

Competent authorities

1. The competent authorities that conclude and implement this Agreement are:
 - a. The National Immigration Agency of Ministry of the Interior of the Republic of China (Taiwan).
 - b. The General Directorate for Immigration (DGM), of the Ministry of Interior of the Republic of Guatemala.
2. The Parties shall dedicate themselves to 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.

Article 2

Scope of cooperation

1. Cooperation in the exchange of anti-terrorism intelligence

and in the prevention, punishment, and eradication of sexual violence, human trafficking and exploitation, 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;
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, and will be confirmed within (10) days upon receipt of the request. 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 twenty four (24) hours 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 in its 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, or contradicts the law of the country of the requested Party, it may refuse to grant the request along with an explanation.

Article 6

Request fulfillment

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 obtained 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 cases where the request involves a large amount of expense or extra expenses, the Parties shall negotiate beforehand to set up 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

Effectiveness, termination and amendments

1. This Agreement shall enter into force on the date of the last notification in which each Party confirms the other that all internal legal procedures, necessary for its entry into force, have been completed, and shall terminate thirty (30) days after one of the Parties notifies the other Party in

writing of its termination.

2. This Agreement may be amended through negotiations by the Parties.

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

Signed in duplicate in Guatemala City on February 17, 2015, in Chinese, Spanish 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 NATIONAL
IMMIGRATION
AGENCY OF
THE MINISTRY OF
THE INTERIOR OF
THE REPUBLIC OF
CHINA (TAIWAN)

Ambassador
Extraordinary and
Plenipotentiary of the
Republic of China
(Taiwan) to the
Republic of Guatemala

Adolfo Sun

FOR THE GENERAL
DIRECTORATE FOR
IMMIGRATION OF
THE MINISTRY OF
INTERIOR OF THE
REPUBLIC OF
GUATEMALA

Minister of Interior

Hector Mauricio Lopez
Bonilla