

法規名稱：MEMORANDUM OF UNDERSTANDING BETWEEN THE TAIPEI ECONOMIC AND CULTURAL OFFICE IN AUSTRALIA AND THE AUSTRALIAN OFFICE, TAIPEI REGARDING THE AVAILABILITY, PROVISION AND USE OF INVALID TRAVEL DOCUMENT INFORMATION TO CONFIRM THE VALIDITY OF PASSPORTS

簽訂日期：民國 103 年 06 月 19 日

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This Memorandum of Understanding (MOU) embodies understandings between the Taipei Economic and Cultural Office in Australia and the Australian Office, Taipei, (hereinafter referred to as the “Participants”) and sets out a framework through which the Participants mutually arrange to cooperate and collaborate with information exchanges concerning invalid travel documents. The Participants will cooperate on equal and reciprocal terms.

The Participants

Recognising that the urgent problems of border and transportation security arising from illegal immigration, international terrorism and other serious forms of international crime demonstrate the need for progress in co-operation among border protection, immigration, passport, and consular agencies;

Desiring to make travel and admission into Participants’ territories easier for legitimate tourists, students, and business travellers, while making it more difficult to travel to and be admitted to the territories illegally;

Noting that one way to improve border protection is the development of arrangements for the availability, provision and use of relevant information among the agencies concerned;

Recognising that, in order to act swiftly and appropriately, border protection, immigration and passport agencies must have available to them and be able to obtain reliable information from their counterparts abroad to identify passports that are invalid;

Further recognising that, to the extent such information can be provided between Participants, it can assist in preventing the travel and entry of inadmissible persons;

Further recognising that this MOU aims to support and facilitate the availability, provision and use of information on travel documents for the purpose of identifying documents that are invalid;

Further recognising that nothing in the way this MOU is designed or implemented will affect the essential authority of each Participant to determine who is to be admitted to its respective territory.

UNDERSTAND as follows:

SECTION I

PURPOSE OF MEMORANDUM

The purpose of this MOU is to establish the conditions under which the Participants intend to make available to each other information relating to travel documents which have been reported lost, stolen or otherwise invalid for the purpose of detecting and preventing the misuse of invalid travel documents.

SECTION II

DEFINITIONS

An invalid travel document means any travel document (including any blank travel document) that is recorded as lost, stolen, or otherwise invalid in accordance with the domestic law of the issuing Participant.

SECTION III

IMPLEMENTING AUTHORITIES

The MOU will be implemented on behalf of:

- a) The Bureau of Consular Affairs, represented by the Taipei Economic and Cultural Office in Australia.
- b) The Australian Passports Office, represented by the Australian Office.

SECTION IV

PROGRAM PROVISIONS

The following are mutually understood:

- A. Each Participant will provide to the other in a mutually acceptable electronic format, data setting out travel documents which have been reported lost or stolen or are otherwise invalid in the immediately preceding period.
- B. The providing Participant intends to make available the following data elements as a minimum: travel document number, document type, issuing authority, and reporting authority, as contained in its passport database. Further data may be added in the future if agreed by the Participants.
- C. The data will be provided on a daily basis (business day), to the extent practicable.
- D. Each Participant intends to maintain, at any time, the capacity to assist in establishing the validity of a passport, to assist in determining subsequent action.
- E. When a person presents a travel document that produces an

alert against the data elements of the providing Participant, it will be evaluated for the purposes of determining whether the passport holder will be permitted to receive a visa, to travel or to be admitted. In such cases, a Participant will not take action based on concerns on the status of the passport until it has contacted the passport issuing authority.

SECTION V

TECHNICAL SPECIFICATIONS

- A. Each Participant intends to make the data elements as set out in section IV.A and IV.B available to the other in a mutually acceptable electronic format.
- B. The providing Participant will ensure that the data elements made available and any other information provided to the receiving Participant are as accurate, relevant, timely, and complete as possible to meet the specifications set out in Section IV.

SECTION VI

CONDITIONS OF USE

- A. The information provided to the receiving Participant may only be used by officials for the following purposes:
 - 1. To assist in determining whether an individual satisfies the legal requirements for entry or, continued presence within the Participant ' s territorial limits, or other citizenship, immigration or border management functions in relation to the use of a travel document;
 - 2. To prevent, detect, suppress, investigate, prosecute or punish criminal activity (including, but not limited to, passport offences, terrorism or trafficking in controlled substances, persons or illicit weapons), in relation to the use of an invalid travel document by an individual; or
 - 3. To assist in the seizure of an invalid travel document.
- B. The receiving Participant may disseminate the information provided under this MOU to other agencies in the Participant ' s territory only for the purposes specified in paragraph A of this Section, unless authorised in writing by the providing Participant. Within each receiving agency, each Participant is to permit access to the data on a need-to-know basis only.
- C. The receiving Participant will notify the providing Participant in writing of a dissemination made for a purpose specified in sub-paragraph A.2 of this Section.
- D. The receiving Participant will not seize an invalid passport for the purposes of sub-paragraph A.3 of this Section without first obtaining the consent of the providing Participant.

SECTION VII

SECURITY/SAFEGUARDS

The receiving Participant will safeguard information received in accordance with the provisions set out in paragraphs A to L of this Section.

- A. Integrity of Information. Information provided and received under this MOU will be accurate, complete and kept up-to date to the extent necessary for the purposes of this MOU.
 1. The receiving Participant will not modify any information received under this MOU without the authorisation of the providing Participant.
 2. When either Participant becomes aware that information it provided or received under this MOU is inaccurate, the Participant, subject to its domestic laws, is to advise the other Participant thereof and provide in writing the correct information. Upon receipt of such information, the receiving Participant will take steps to ensure that the inaccurate information is destroyed and/or to otherwise correct the information.
- B. Access Controls. Both Participants will have security safeguards in place (including electronic safeguards) controlling on a need-to-know basis access to information obtained under this MOU. Such safeguards will allow an audit trail that permits full identification of persons who have accessed the information.
- C. Dissemination Controls. The receiving Participant will ensure that information that is obtained under this MOU is protected from unauthorised dissemination.
- D. Prevention of Misuse. The receiving Participant is expected to take appropriate action under its administrative, civil, and criminal laws in the event of misuse, unauthorised alteration, deletion, access or dissemination of information obtained under this MOU by its employees, agents or any third party. In the event that such actions are taken, the receiving Participant will notify the providing Participant in writing.
- E. When the receiving Participant becomes aware of any attempts to inappropriately gain access to, use, alter, delete, or disseminate information obtained under this MOU, whether by bribery, coercion, or other means, the receiving Participant will report in writing in a timely manner, to the providing Participant ' s Liaison Official.
- F. Records Storage. The receiving Participant will at all times store information obtained under this MOU in a secure electronic storage system.
- G. Retention of Information. Information obtained under this MOU will be retained only as long as necessary to carry out the purposes stated in Section VI.A and in accordance with the

- domestic law of the Participant.
- H. Each Participant will keep an audit record as to how long the information obtained under Section IV.A was held and when it was disposed of and will make such information available to the other Participant if requested.
 - I. In the event that the Participants cease to participate with each other and terminate this MOU, the Participants will dispose of all information obtained from each other as a result of the operation of the data sharing in accordance with the Participants' laws, unless otherwise mutually arranged in writing.
 - J. Personnel Training for Permitted Uses. Each Participant will ensure that all personnel with access to data and other information obtained under this MOU are trained in the safeguards required to protect such information.
 - K. If in the view of a Participant sufficient safeguards are not being maintained by the other with regard to the information provided under this MOU, it may withhold provision of further information pending a resolution of the issue under Section X.
 - L. As necessary, each Participant may request assurance from the other that sufficient safeguards are being maintained with regard to the information obtained under this MOU.

SECTION VIII

PRIVACY ISSUES AND COMPLAINTS

- A. Each Participant will have a procedure whereby members of the public may raise privacy questions and concerns regarding the information that is provided pursuant to this MOU, through a designated point of contact for public enquiries. Each Participant is to refer persons raising privacy questions or concerns about information provided under this MOU to the designated point of contact of the Participant that provided the information, to the extent that such referral is appropriate and permitted by law.
- B. Privacy questions and concerns will be considered and responded to in a timely manner by the Participant to which they are addressed, and in accordance with applicable laws of the providing Participant.

SECTION IX

CONTACT PERSONS

Each Participant will appoint one or more Liaison Official (of appropriate seniority within the authorised implementing entities), and provide the other Participant with their contact details.

SECTION X

CONSULTATIONS

The Participants, through their Liaison Officials, will consult as necessary to promptly address and endeavour to resolve any issues arising under this MOU.

SECTION XI

AMENDMENT

- A. Either Participant may request amendment of this MOU at any time by writing to a Liaison Official of the other Participant.
- B. This MOU may only be amended by the written consent of both Participants.

SECTION XII

STATUS OF MOU

The provisions of this MOU will not prevent either Participant from cooperating or granting assistance in accordance with the provisions of other applicable international treaties and agreements, arrangements, domestic laws and related practices.

SECTION XIII

COMMENCEMENT AND TERMINATION

This MOU will come into effect upon signature. This MOU may be terminated by either Participant upon receipt of written notice to the other Participant.

Signed in Canberra, in the English language, on this 19th day of June ,2014

Signed in Canberra, in the English language, on this 19th day of June ,2014

Bureau of Consular Affairs represented by the Taipei Economic and Cultural Office in Australia

The Australia Passports Office represented by the Australian Office, Taipei

Ms Katharine Hsiao-Yueh Chang Representative

Mr Kevin Magee Representative

(signature)

(signature)

Witnessed on this 19th day of June , 2014 by:

Witnessed on this 19th day of June , 2014 by:

(printed name)

(printed name)

(signature)

(signature)