

**法規名稱：**AGREEMENT BETWEEN THE TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE OFFICE IN THE UNITED STATES AND THE AMERICAN INSTITUTE IN TAIWAN FOR THE SHARING OF INFORMATION ON LOST, STOLEN, AND REVOKED PASSPORTS

**簽訂日期：**民國 104 年 11 月 04 日

**生效日期：**民國 104 年 11 月 04 日

The Taipei Economic and Cultural Representative Office in the United States ( “ TECRO ” )and the American Institute in Taiwan ( “ AIT ” )(collectively referred to as the “ Parties ” ) mutually agree as follows:

#### ARTICLE I

##### PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish the conditions under which TECRO and AIT, through their designated representatives, will share with each other certain information from lost, stolen, and revoked passport databases.

#### ARTICLE II

##### DESIGNATED REPRESENTATIVES

AIT ’ s designated representative shall be the Department of State, Bureau of Consular Affairs, which has identified the following office as the appropriate point of contact to receive the electronic data elements set forth in Article IV A and carry out all other functions set forth herein: the American Institute in Taiwan, Consular Section, Fraud Prevention Manager, tel. 2162-2308.

TECRO ’ s designated representative shall be the Ministry of Foreign Affairs, Bureau of Consular Affairs, which has identified the following office as the appropriate point of contact to receive the electronic data elements set forth in Article IV A and carry out all other functions set forth herein: the Ministry of Foreign Affairs, Bureau of Consular Affairs, Section Chief, Passport Administration Division, tel. 2343-2852.

### ARTICLE III

#### PROGRAM COMMITMENTS

The Parties, through their designated representatives, agree to maintain a lost, stolen, and revoked passport information sharing program as follows:

- A) The Parties, through their designated representatives, shall electronically share the data elements set forth in Article IV A as contained in the respective databases for lost, stolen, and revoked passports.
- B) The Parties, through their designated representatives, shall conduct electronic sharing on a daily basis in a manner that makes the data elements available to inspectors at the ports-of-entry of the territories of the authorities represented by the Parties.
- C) When a person presents a passport that “ hits ” against data elements, the Parties, through their designated representatives, shall review biographic or other information provided by the inspector to permit the inspector at the port of entry to confirm whether the passport is lost or stolen and to take appropriate action.
- D) Each Party, through its designated representative, shall maintain the capacity on a 24/7 basis to verify “ hits, ” to answer questions regarding port-of-entry hits, and to field technical questions regarding the program.
- E) Each Party, through its designated representative, shall take the measures specifically defined in Articles V and VI to prevent unauthorized disclosure of data elements shared by the other Party, through its designated representative, and of biographic or other information shared by the other Party, through its designated representative, as a result of the post-hit identification process.

### ARTICLE IV

#### TECHNICAL COMMITMENTS

- A) Each Party, through its designated representative, shall

provide at least three data elements to the other Party, through its designated representative: the passport number, the issuing authority, and the date of issuance. Further data may be added in the future if agreed by the Parties.

- B) Each Party, through its designated representative, shall provide the data elements to the other Party, through its designated representative, for any passports that have been reported or confirmed to be lost, stolen, or revoked.
- C) Each Party, through its designated representative, shall make the data elements available to the other Party, through its designated representative, in an agreed-upon electronic format. The Parties, through their designated representatives, shall establish a technical working group (TWG) comprised of analysts from both Parties' designated representatives to develop the technical means to exchange such data.
- D) Each Party, through its designated representative, shall update periodically the data provided to the other Party, through its designated representative, to ensure accuracy.

## ARTICLE V

### CONDITIONS OF USE

- A) The receiving Party, through its designated representative, shall protect the data elements received under this Agreement from unauthorized disclosure, and may use such data elements only for one or more of the following official functions:
  - 1. Determining whether an alien satisfies the documentary requirements for travel to, or continued presence within, the territory of the authorities represented by the receiving Party;
  - 2. Preventing, investigating, or punishing criminal activity (including, but not limited to, terrorism or transnational crime); or
  - 3. Other citizenship, immigration or border management or enforcement functions.

- B) Except as set forth in paragraph D of this Article, the receiving Party, through its designated representative, may disseminate the data elements only to other agencies within the authorities represented by that Party performing the functions described in paragraph A of this Article, unless further dissemination is authorized in writing by the providing Party. Each Party, through its designated representative, shall permit access within each receiving agency only on a need-to-know basis, and shall use standard data security mechanisms and other reasonable safeguards, as required, to protect against unauthorized disclosure of data elements received from the other Party, through its designated representative.
- C) Data elements and other information received may not be disclosed in any judicial or administrative proceeding or to any court except as permitted in paragraph D of this Article.
- D) Nothing in this Article shall preclude the disclosure of information to the extent that there is an obligation to disclose it under the laws and/or constitution of the territory of the authorities represented by the receiving Party in a criminal prosecution or as otherwise required by law. To the extent possible, the receiving Party, through its designated representative, shall notify the providing Party, through its designated representative, in advance of any such disclosure.
- E) If a Party, through its designated representative, violates any of the limitations in this Article, the providing Party, through its designated representative, may withhold providing further information pursuant to this Agreement pending a resolution of differences as contemplated in Article VII.
- F) If a Party, through its designated representatives, takes possession of a lost, stolen, or revoked passport issued by the authorities represented by the other Party, it shall return the lost, stolen, or revoked passport to the other Party, through its designated representatives.

## ARTICLE VI

### SECURITY/INFORMATION SAFEGUARDS

#### A) Prevention of Misuse.

Each Party, through its designated representative, agrees to take appropriate action under applicable administrative, civil, and criminal laws in the event of misuse, alteration, or deletion of, or unauthorized access to, the data by its own employees and agents.

#### B) Access Controls.

Both Parties, through their designated representatives, shall have security software in place controlling access to data elements obtained under the terms of this Agreement, and shall ensure that such software allows an audit trail that will permit full identification of persons who have accessed the data elements.

#### C) Security Administration.

Each Party, through its designated representative, shall appoint a Systems Security Official, and shall inform the other Party, through its designated representative, of the name and title of its respective official. These individuals shall have the authority to oversee the provisions of this Agreement pertaining to security and shall act as the relevant contacts for that purpose.

#### D) Records Storage.

##### 1. Data elements.

The Parties, through their designated representatives, shall at all times store in an electronic storage system all data elements and other information obtained under the terms of this Agreement. Once the data has been entered into an electronic storage system, any fixed media shall be destroyed.

##### 2. In the event that either Party terminates this Agreement, both Parties, through their designated representatives, hereto agree to purge all related data from their

respective electronic storage systems, unless otherwise agreed in writing.

E) Personnel Training for Permitted Uses of the Information.

Each Party, through its designated representative, shall train all its personnel with access to data elements obtained under the terms of this Agreement in the legal requirements of each Party ' s designated representative, including the requirements relating to the privacy protection of the information, the safeguards required to protect the data elements, and applicable administrative, civil, and criminal sanctions for violating the use or disclosure provisions.

F) Reporting Attempts to Gain Improper Access. When it becomes aware of any attempts to gain inappropriate access to data, whether by bribery, coercion, or other means, each Party, through its designated representative, shall report such attempts in a timely manner to the other Party ' s designated representative ' s Systems Security Officer.

G) Identification of Information Protection Procedures.

Each Party, through its designated representative, shall identify, in writing, the specific measures taken or expected to be taken regarding the protection of data elements from unauthorized disclosure.

## ARTICLE VII

### OBLIGATION TO RESOLVE DIFFERENCES

Disagreements between the Parties ' designated representatives arising under this Agreement shall be resolved by consultation between the Parties ' designated representatives.

## ARTICLE VIII

### AMENDMENT

Either Party may propose an amendment to this Agreement at any time by writing to the other Party.

This Agreement may only be amended by the written consent of both Parties.

ARTICLE IX

ENTRY INTO FORCE AND TERMINATION

This Agreement shall enter into force upon signature and shall not affect any existing arrangements between the Parties with respect to lost, stolen, and revoked passports, including the letter of September 7, 2011, from Director William A. Stanton (AIT/T) to Chairman of the Coordination Council for North American Affairs Yu-ming Shaw (TECRO), the letter of October 7, 2011, from Chairman of the Coordination Council for North American Affairs Dr. Yu-ming Shaw (TECRO) to Director William A. Stanton (AIT/T), and the letter of February 17, 2014, from Director-General Chung-chen Kung (BOCA) to Consular Section Chief Morgan A. Parker (AIT/T).

This Agreement may be terminated by either Party upon written notice to the other Party. Termination shall become effective upon receipt of such notice.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement.

Signed in duplicate at Washington, D.C, on November 4, 2015, in the Chinese and English languages, each text being equally authentic.

FOR THE TAIPEI  
ECONOMIC AND  
CULTURAL  
REPRESENTATIVE  
OFFICE IN THE  
UNITED STATES

FOR THE  
AMERICAN  
INSTITUTE  
IN TAIWAN

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Dr. Shen, Lyushun

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Joseph R. Donovan, Jr.

Representative

Managing Director