

**法規名稱：**AGREEMENT BETWEEN THE TAIPEI ECONOMIC AND CULTURAL OFFICE (TECO) AND THE MANILA ECONOMIC AND CULTURAL OFFICE (MECO) FOR THE TEMPORARY ADMISSION OF GOODS (AD.1998.08.19)

**簽訂日期：**民國 87 年 08 月 19 日

**生效日期：**民國 87 年 08 月 19 日

The TAIPEI ECONOMIC AND CULTURAL OFFICE (TECO) and the MANILA ECONOMIC AND CULTURAL OFFICE (MECO) (hereinafter referred to as "The Contracting Parties") desiring to expand and strengthen economic and trade relations on the basis of equality and mutual benefit, have agreed as follows :

#### Article 1

The Contracting Parties agree to organize a system for facilitating the temporary duty free importation of goods when such goods are covered by a Carnet (hereinafter referred to as "TECO-MECO Carnet").

#### Article 2

This Agreement relates to the temporary admission of goods which both Contracting Parties may allow to circulate freely within the relevant territories according to the modalities set forth in the Customs Convention on the ATA Carnet for the Temporary Admission of Goods (ATA Convention) and by the national laws and regulations of the Contracting Parties.

#### Article 3

For the Purpose of this Agreement

." Import duties" means Customs duties and all other duties, fees, taxes or other charges payable on or in connection with importation, and shall include all internal taxes chargeable on imported goods, which shall not include fees and charges which are limited in amount to costs of services rendered and do not represent any indirect protection to domestic products or a taxation of imports for fiscal purposes;

.” Temporary admission” means temporary importation free of import duties in accordance with the conditions laid down by the ATA Convention and by the national laws and regulations of the Contracting Parties;

.” TECO-MECO Carnet” means the document to be set out in the Annex to this Agreement;

.” Issuing association” means the association authorized to issue the TECO-MECO Carnet;

.” Guaranteeing associations” means the organization designated by TECO and MECO respectively, to implement this Agreement to guarantee payment of the sum due to customs should there be breach of conditions;

.” Relevant territories” means the territories in which the Contracting Parties are established;

#### Article 4

The issuing and guaranteeing associations shall

- i) issue the TECO-MECO Carnets; and
- ii) guarantee the payment of import duties and taxes in the event of non-compliance with the conditions of temporary admission in respect of goods dispatched under cover of TECO-MECO Carnets to and from the relevant territories in accordance with the rules laid down in the ATA Convention and by the national laws of the Contracting Parties.

#### Article 5

The period of validity of any TECO-MECO Carnet shall not exceed one year from the date of the issuance of that Carnet by the issuing association.

#### Article 6

The guarantee granted pursuant to this Agreement shall be the security for the payment of the amount as required by the national laws of the Contracting Parties. The guarantee shall further

cover, up to 10% of the amount of import duties, the payment of any other sums which would have had to be deposited by the importer if there had been no guarantee.

#### Article 7

Should the goods covered by the guarantee not be duly re-exported within the prescribed period the guaranteeing association shall pay to Customs the amount as required by the national laws of the Contracting Parties.

#### Article 8

##### Regularization of TECO-MECO Carnets

The guaranteeing association shall have a period of three months, from the date of the claim made by the Customs authorities for the amount of the import duties and any other sums payable in the event of non-compliance with the conditions of temporary admission, in respect of goods introduced into the relevant territories under cover of TECO-MECO Carnets issued by a corresponding issuing association, in which to furnish proof of the re-exportation of the goods under the conditions laid down in the present Agreement or of any other proper discharge of the TECO-MECO Carnet.

.If such proof is not furnished within the time allowed the guaranteeing association shall forthwith deposit, or pay provisionally, such sums to Customs. This deposit or payment shall become final after a period of one month from the date of the deposit or payment. During the latter period the guaranteeing association may still furnish the proof referred to in the preceding paragraph with a view to recovery of the sums deposited or paid.

.Either Contracting Party whose laws and regulations do not provide for the deposit or provisional payment of import duties, payments made in conformity with the provisions of the preceding paragraph shall be regarded as final, but the sums paid shall be refunded if the proof referred to in paragraph I of this

Article is furnished within one month of the date of the payment.

#### Article 9

All differences, disputes or contestations between the Contracting Parties and guaranteeing associations in connection with the implementation of this Agreement shall, as far as possible, be settled amicably through negotiations between the parties to the dispute, failing which they shall be referred to arbitration on such terms and conditions as the Contracting Parties may agree.

#### Article 10

A Protocol based on the principles of this Agreement shall be made between the guaranteeing associations of the Contracting Parties for the implementation of this Agreement, to prescribe their rights and obligations, in which the coverage of goods and other matters concerning the present TECO-MECO Carnet system will be further discussed.

#### Article 11

This Agreement shall come into force on the date when the two guaranteeing associations have signed the protocol for the implementation of this agreement and shall remain in force until the expiry of 90 days from the date on which either of the Contracting Party shall have given the other Contracting Party notice in writing of its intention to terminate the Agreement.

#### Article 12

The Annex to the present Agreement shall be construed to be an integral part of the Agreement.

#### Article 13

The Contracting Parties agree that other matters not covered in this Agreement shall be governed by the " Customs Convention on the ATA Carnet for the temporary admission of goods" .

Article 14

Any revision to this Agreement, or the termination thereof, shall be effected without prejudice to any rights or obligations accruing or incurred under this Agreement prior to the effective date of such revision or termination.

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

Done in Manila, Philippines, in duplicate, in the English language, on the 19th of August 1998.

[Signed]	[Signed]
HSIEN-CHING CHAN	VESTA I. CUYUGAN
Representative	Resident Representative
Taipei Economic and Cultural Office	Manila Economic and Cultural Office

WITNESSES

[Signed]	[Signed]
DR. CHIH-KANG WANG	JOSE T. PARDO
Minister	Secretary
Ministry of Economic Affairs	Department of Trade and Industry

[Signed]	[Signed]
SEAN C. CHEN	SOLOMON CUA
Administrative Vice-Minister	Undersecretary
Ministry of Finance	Department of Finance

[Signed]	[Signed]
WEN-YEA WU	TITUS B. VILLANUEVA
Deputy Director General	Deputy Commissioner
Board of Foreign Trade	Bureau of Customs

Ministry of Economic Affairs