

**法規名稱：**ARRANGEMENT BETWEEN THE TAIPEI ECONOMIC AND CULTURAL OFFICE IN NEW ZEALAND AND THE NEW ZEALAND COMMERCE AND INDUSTRY OFFICE, TAIPEI CONCERNING COOPERATION IN THE REGULATION OF SPAM

**簽訂日期：**民國 105 年 12 月 12 日

**生效日期：**民國 105 年 12 月 12 日

The Taipei Economic and Cultural Office in New Zealand and the New Zealand Commerce and Industry Office, Taipei (hereinafter referred to as the "Signatories") have reached the following understandings:

1. Competent Authorities

1.1 The National Communications Commission (NCC) is the competent authority for spam (unsolicited commercial emails) prevention in accordance with the policy of the Executive Yuan in Taiwan.

1.2 The New Zealand Department of Internal Affairs (the "Department" ), is responsible for the enforcement of the Unsolicited Electronic Messages Act 2007, in accordance with section 20 of that Act. The Unsolicited Electronic Messages Act, among other things, prohibits the sending of unsolicited commercial electronic messages with a New Zealand link, and specifies requirements for the sending of commercial electronic messages.

2. Background

2.1 The information and communications technology sector drives social, economic and environmental development and helps realise productivity and service delivery improvements in all sectors of Taiwan and New Zealand. However the rise in large volumes of spam (unsolicited commercial electronic messages) impairs the infrastructure and viability of the information and communication technology sectors, and is a significant social, economic and environmental issue.

2.2 The Signatories recognise that mutual cooperation is desirable to assist in the discharge of their respective functions to regulate spam in Taiwan and New Zealand, and

may minimise the amount of spam flowing between Taiwan and New Zealand.

### 3. Statement of Determination

3.1 This Arrangement is decided by the Signatories to provide mutual assistance to and cooperate with the other Signatory.

### 4. Focus of Cooperation

4.1 The purpose of this Arrangement is that the Signatories will collaborate on the regulation of spam, while recognising the legal, policy and administrative limits of each Signatory to do so.

4.2 Pursuant to this Arrangement, the Signatories will particularly:

- (a) cooperate in minimising spam originating in and being sent to end-users in Taiwan or New Zealand; and
- (b) cooperate in the exchange of information relating to spam in accordance with the relevant laws and regulations in Taiwan and New Zealand and on the basis of equality, reciprocity and mutual benefit.

### 5. Scope of Cooperation

5.1 The Signatories will promote cooperation in all spheres of activity defined by this Arrangement in order to derive maximum benefits for both Taiwan and New Zealand.

5.2 The Signatories have identified areas of common interest for cooperation including, but not limited to, the encouragement of:

- (a) the exchange of information about policies and strategies for establishing and enforcing anti-spam regulatory frameworks;
- (b) the exchange of information and strategies about the effective use of regulation policies;
- (c) the exchange of intelligence, relating to the other country, gathered as a result of enforcement or investigations; and
- (d) industry collaboration.

### 6. Forms of Cooperation

6.1 Cooperation between the Signatories in the field of regulating spam may take the following forms:

- (a) exchange of information on spam, and establishment of channels for exchange of information as appropriate;
- (b) exchange of delegations and visits as appropriate;
- (c) encouragement of liaison between industry and nominated organisations to promote areas of interest and cooperation; and
- (d) other forms of cooperation arranged by the Signatories.

## 7. Designated Representative

7.1 In order to coordinate cooperative activities, each Signatory will appoint a representative to be responsible for determining the particular directions of cooperation and for ensuring the effectiveness of all cooperation and exchange activities.

7.2 The representatives of the Signatories, or their designated coordinators, will consult with each other through the channel specified by the Signatories, to define activities and other related matters.

## 8. Information Exchange

8.1 A Signatory may request information or documents or assistance, with regards to matters set out in this Arrangement. The information exchange will be in English.

8.2 All requests for documents or information will be made in writing, and unless decided otherwise, be confirmed in writing within a reasonable period and include the information set out in 8.3.

8.3 The requesting Signatory will ensure that a request for documents or information will include the following details:

- (a) a description of the subject matter of the request;
- (b) the purpose for which the information is required;
- (c) a description of the information or documents required;
- (d) a suggested time period for reply and if appropriate, the urgency of the request; and
- (e) any requirements for confidentiality in respect of the

request.

8.4 The requested Signatory will consider each request on a case-by-case basis to determine whether the request will be complied with under the terms of this Arrangement.

8.5 The requested Signatory will use its best endeavours to advise the requesting Signatory, as to its decision on the request and a time frame for responding to the request, provided that:

- (a) where the requested Signatory requires the consent of a person, or is required to advise a person of the request before complying with such a request, the requested Signatory will advise the requesting Signatory of this fact before contacting that person; or
- (b) where the request cannot be complied with completely, the requested Signatory may at its discretion consider whether there may be other assistance that may be given, or whether another person within its jurisdiction may be able to assist the requesting Signatory.

8.6 The requested Signatory may provide information or documents to the requesting Signatory subject to the following conditions:

- (a) with written restrictions or limitations as to the use, access or storage of the requested information or documents;
- (b) any confidentiality requirements relating to the information or documents provided, which may include releasing the information subject to an undertaking of confidentiality being provided; and
- (c) such other conditions as the requested Signatory considers appropriate.

8.7 The requesting Signatory will use the documents or information provided pursuant to this Arrangement solely for the purposes stated in the request.

## 9. Funding and Resources

9.1 The cooperative activities carried out under this

Arrangement will be subject to the availability of funds and resources of the Signatories and unless otherwise jointly decided, each Signatory is responsible for funding and resourcing its own activities.

#### 10. Confidential Information

10.1 The Signatories will take every precaution to keep confidential all requests for information or assistance made under this Arrangement including the content of such requests and other matters arising from consultation about that request.

10.2 The Signatories will take every precaution to keep all information or documents received pursuant to this Arrangement confidential if requested to do so by the other Signatory, except as and to the extent authorised by the originating Signatory, or unless a law (including a court order) requires disclosure of the documents or information.

10.3 Where a law or court order requires disclosure of information or documents, the requesting Signatory will, wherever possible, give prior written notification to the other Signatory before such a disclosure is made and the Signatories will consult as to the response and any appropriate action.

10.4 These obligations continue following termination of this Arrangement.

#### 11. Commencement and Termination

11.1 This Arrangement will come into effect on the date of its signature by the Signatories.

11.2 The Arrangement will remain in effect for five (5) years, unless earlier terminated by either Signatory giving six (6) months prior notice in writing to the other Signatory.

11.3 Notwithstanding termination of this Arrangement, activities being undertaken pursuant to this Arrangement immediately before its termination will continue to be governed by this Arrangement until their completion, unless the Signatories mutually decide otherwise.



## 12. Review and Amendment

12.1 The Signatories will keep the operation of this Arrangement under periodic review and will consult with a view to improving its operation or making amendments to give effect to this Arrangement.

12.2 This Arrangement may be amended by the Signatories' mutual written consent, and at the request of either Signatory.

SIGNED at Taipei, on the 12th day of December, 2016, in duplicate in the English language.

For the Taipei  
Economic and Cultural  
Office in New Zealand

For the New Zealand  
Commerce and  
Industry Office, Taipei

Signature: .....

Signature: .....

Name: 吳建國

Name: Sialei van Toor

Title: TECO Director

Title: NZCIO Director