

法規名稱：AGREEMENT BETWEEN THE TAIPEI ECONOMIC AND CULTURAL OFFICE IN TEL AVIV AND THE ISRAEL ECONOMIC AND CULTURAL OFFICE IN TAIPEI ON THE MUTUAL RECOGNITION AND EXCHANGE OF DRIVING LICENSES

簽訂日期：民國 109 年 08 月 24 日

生效日期：民國 109 年 08 月 24 日

The Taipei Economic and Cultural Office in Tel Aviv and the Israel Economic and Cultural Office in Taipei (hereinafter referred to as the "Parties");

In the interest of facilitating road traffic within Taiwan and Israel;

Intending to ensure the mutual recognition and facilitate the exchange of driving licenses issued in Taiwan and the State of Israel;

Have agreed as follows:

Article 1

1. The Parties shall mutually recognize, for the purpose of exchange (hereinafter referred to as “ exchange ”)driving licenses issued by the Competent Authority of the other Party in conformity with their national legislation and upon request of the holders of driving licenses who fulfill the requirements stipulated in this Agreement. Driving licenses shall be exchanged in accordance with the table of equivalence set out in the Annex to this Agreement.
2. The holder of a valid driving license and who is legally staying in the other Party, may apply to the Competent Authority of the host Party for the exchange of his driving licence without having to pass theoretical or practical examination, subject to the national legislation of that Party.
3. Paragraph 1 of this Article applies only if the license

holder meets the age requirement for the requested license category, as set forth in the national legislation of the Party in which the license exchange is requested.

4. Paragraph 1 of this Article shall not affect the national legislation of either Party relating to restrictions on driving based on the age, health or mental condition of a driving license applicant or holder.
5. Driving licenses issued to driving course participants or to persons who are learning to drive, in accordance with the national legislation of the Parties, if applicable, are not the subjects of the mutual recognition of driving licenses for the purpose of exchange according to this Agreement.

Article 2

Furthermore, Article 1 will not apply to driving licenses issued by one of the Parties through the exchange of a third Party's driving license that cannot be exchanged into a valid license by the other Party.

Article 3

1. If an Israeli driving license holder enters Taiwan, his Israeli driving license will be invalid for driving in Taiwan one year after the date of his entry to Taiwan.
2. If a Taiwanese driving license holder enters Israel, his Taiwanese driving license will be invalid for driving in Israel one year after the date of his entry into Israel.

Article 4

1. The Competent Authority of the Party carrying out an exchange of driving licenses may require the applicant to submit a confirmation of the applicant's health or mental capability to drive the motor vehicles of the relevant license classification, and may deny the exchange if the health or mental capability of the applicant fails to meet the required level for the relevant license as set out in the national

- legislation of the Party in which the exchange is requested.
2. The Competent Authority of the Party carrying out the exchange may require the applicant to provide additional documents necessary for a decision on the exchange of the driving license as well as to pay fees required in accordance with the national legislation of that Party.

Article 5

1. For the exchange of driving licenses, the equivalent categories of the Parties shall be determined in conformity with the equivalence tables contained in the Annex to this Agreement, which is an integral part hereof.
2. The Annex shall consist of the equivalence tables and a list of driving license models.
3. The Annex may be amended by the Competent Authorities of the Parties through an exchange of official Notes.

Article 6

1. For the implementation of this Agreement, the Competent Authorities shall be:
 - a) for the Taipei Economic and Cultural Office in Tel Aviv, the Directorate General of Highways, Ministry of Transportation and Communications;
 - b) for the Israel Economic and Cultural Office in Taipei, the Ministry of Transport and Road Safety, Licensing Authority.
2. Prior to the entry into force of this Agreement, the Parties shall provide each other with the contact details of their Competent Authorities.
3. The Parties shall promptly inform each other, through official channels, of any changes to their driving licenses models or any changes or amendments to their national legislation which may affect the implementation of this Agreement, as well as any changes in the contact information of their Competent Authorities.

Article 7

1. When exchanging a license, the Competent Authority of the Party carrying out the exchange may request a certified translation of the driving license into the official language of that Party or into the English language.
2. The Competent Authority receiving a license retained under the exchange procedure shall inform the Competent Authority of the other Party of any inaccuracies or errors concerning its validity or authenticity and may also request any clarifications through official channels in case of doubt as to the validity, authenticity or data contained in the license. If a request as specified in this paragraph has not been fulfilled within a reasonable period of time, the Competent Authority carrying out the exchange may refuse to carry out the exchange.
3. The Parties shall inform each other prior to the entry into force of this Agreement of a contact point which will be able to verify directly the validity of driving licenses, and shall promptly inform each other of any change in the contact point's details.

Article 8

Communication between the Competent Authorities of the Parties and communication through official channels shall be carried out in written form in the English language.

Article 9

1. This Agreement shall not affect the rights and obligations of the Parties arising from other international agreements to which they are party.
2. This Agreement shall be implemented in accordance with the national legislation in force in Taiwan and Israel respectively.

Article 10

Settlement of Disputes

Any dispute arising from the interpretation or application of this Agreement shall be resolved by consultation and/or negotiations between the Parties.

Article 11

Amendments

Any amendment of the Agreement and its Annex shall be made by written agreement between the Parties and shall come into force once approved in accordance with the applicable legal procedures of each Party.

Article 12

Termination

Either Party may, at any time, give notice in writing to the other Party of its intention to terminate this Agreement. This Agreement shall terminate twelve months after the date of receipt of the notice by the other Party, unless the notice is withdrawn by Agreement before the end of this period.

Article 13

Entry into force

This Agreement shall enter into force on the last date of signature.

Done in duplicate, each in the Chinese, Hebrew and English languages, all texts being equally authentic. In case of any divergence of interpretation, the English text shall prevail.

For the Taipei Economic
and Cultural Office
in Tel Aviv

For the Israel Economic
and Cultural Office
in Taipei

Kuo-Boug Chang

Omer Caspi

Representative

Date

August 24, 2020

Place

Tel Aviv

Representative

Date

24.8.20

Place

Taipei