

法規名稱：AGREEMENT BETWEEN THE GOVERNMENT OF THE REPUBLIC OF CHINA (TAIWAN) AND THE GOVERNMENT OF THE REPUBLIC OF NAURU ON THE COOPERATION IN NARCOTIC DRUGS, PSYCHOTROPIC SUBSTANCES, AND PRECURSOR CHEMICALS CONTROL

簽訂日期：民國 108 年 06 月 13 日

生效日期：民國 108 年 06 月 13 日

The Government of the Republic of China (Taiwan) and the Government of the Republic of Nauru (hereinafter referred to individually as a “ Party ” and collectively referred to as “ the Parties ”);

Recognizing that drug abuse, illicit trafficking and transportation of drugs, and “ narcotic drugs ” (both psychotropic substances and precursor chemicals used to produce illegal narcotic drugs) bear critical influences on human health and social order, and they adversely affect the economic, cultural and political foundation of the society;

Being concerned about the production, trafficking and transportation of illegal narcotic drugs which have become more widespread in the world; and

Realizing the benefits of mutual support and cooperation between the Parties;

Have agreed as follows:

ARTICLE 1

The Objective and Scope of Cooperation The Parties shall promote and encourage various modes of cooperation in order to effectively prevent and control the various methods of illicit production, trafficking, transportation, and abuse of narcotic drugs and psychotropic substances and the diversion of precursor chemicals that may be used in the illicit manufacture of narcotic drugs and psychotropic substances.

ARTICLE 2

Forms and Contents of Cooperation

The competent authorities of the Parties shall assign relevant agencies of the Parties to implement the following cooperative activities:

1. Exchange and share of information in the area of drug law enforcement.
 - 1.1 Any activities suspected of being linked to the production, storage, trafficking, and transportation of narcotic drugs;
 - 1.2 Hidden tricks of narcotic drugs and detection methods;
 - 1.3 Usual routes of criminal organization engaged in illegal transit of narcotic drugs, psychotropic substances, or illegal diversion of precursor chemicals within the territory of any of the Parties; and
 - 1.4 Illegal producing, storing, transporting, trafficking, manufacturing technology, and mode of use for new narcotic drugs.
2. Develop and approve procedures in relation to coordinated operations, which may include procedures relating to:
 - 2.1 The determination and preparation of coordinated operations;
 - 2.2 Coordination in making plans for the investigation of cases of mutual concern;
 - 2.3 Contribution of resources; and 2.4 Management of the flow of information and information security.
3. Provide cooperative assistances in the fields of capacity building and professional development, including but not limited to:
 - 3.1 Organize meetings to exchange experiences on research, control, and detection of narcotic drugs, psychotropic substances, and precursor chemicals; and practical experience in preventing and using illegal narcotic drugs;
 - 3.2 Organize conferences and group meetings to share experiences on drug addiction, detoxification, treatment,

- rehabilitation, the conduct of anti-drug operations, and on the illegal inflow of narcotic drugs, psychotropic substances and the illegal diversion of precursor chemicals; to share methodology to control the cultivation of plants containing narcotic substances and alternative developments;
- 3.3 Organize training programs to Enhance capacity for drug law enforcements.
 4. Provide assistance of technology, equipment, facilities, technical advice, and coordination to conduct forensic work.
 5. Provide other activities on the basis of mutual concern agreed by the Parties.

ARTICLE 3

Confidentiality of Information

The information and documents obtained in accordance with this Agreement shall be kept confidential and not provided to third party or used for other purposes without the consent of the providing Party.

ARTICLE 4

Cost

1. The expenses for organizing the exchange of delegations between the Parties shall be made under following mechanism: The sending Party shall be responsible for international round-trip transportation, while the expenses of accommodation, food and domestic transportation shall be borne by the receiving Party.
2. In order for this Agreement to be implemented appropriately, either Party may request assistance from the other Party to fund coordinated operations of mutual concern and to improve institutional capabilities.
3. The requested Party has the discretion to provide financial support, if any, to support the proposal described above.

ARTICLE 5

Request for Cooperation and Assistance

1. According to this Agreement, the Parties shall cooperate/assist each other upon requests or initiatives.
2. Requests for official assistance shall be made in writing, however, in cases of emergency, requests can be made in forms through fax or by other confidential communications agreed by the Parties, but shall be confirmed by official request transferred within three (03) days. If there is any doubt about the authenticity or content of a request for cooperation/assistance, it may require additional confirmation.
3. Written requests for cooperation/assistance shall have the official information as follows:
 - 3.1 Name of requesting agency and name of the requested agency required;
 - 3.2 Details of contents requiring cooperation/assistance;
 - 3.3 The purpose of the content and the grounds for the request;
 - 3.4 Description of cooperation/assistance requested;
 - 3.5 Any other appropriate additional information which can help the implementation of the cooperation/assistance.
4. Official requests for cooperation/ assistance shall be signed and sealed by Head or Deputy Head of requesting agency.

ARTICLE 6

Right to Refuse

The requested Party may refuse the request from the other Party, if such request is contrary to international practices as well as the law of the Parties or threatens the sovereignty, national security, social security order, or the benefits of the requested Party. The requested Party shall promptly notify the other Party in writing of the refusal with clear reasons.

ARTICLE 7

Implementation of Request for Cooperation and Assistance

1. The requested Party shall quickly and fully take the

- necessary procedures to ensure the implementation of the request for cooperation/assistance. The requesting Party shall be notified immediately about the conditions and circumstances which may hinder or delay the performance of the requests.
2. The requested Party may propose to provide additional information, if necessary for the implementation of the requirements.
 3. If there is a reason, the requested Party may postpone the implementation of the requests or offer special conditions to perform the requests. If the requesting Party agrees with these conditions, the requested Party shall ensure compliance with these conditions.
 4. guaranteed to be kept secret, the requested Party shall inform the requesting Party to decide whether to accept the implementations under those conditions or not.
 5. The requested Party, at its earliest convenience shall notify the requesting Party about the results of the execution of the requests.

ARTICLE 8

Implementation of the Agreement

1. Under the framework of this Agreement, the Parties assign the following agencies the responsibility for the implementation of this Agreement:
 - 1.1 For the Government of the Republic of China (Taiwan), the implementing agency is the Investigation Bureau, the Ministry of Justice.
 - 1.2 For the Government of the Republic of Nauru, the implementing agency is the Ministry of Justice and Border Control.
2. The focal points of the Parties shall:
 - 2.1 Contact directly to address issues arising beyond this Agreement;
 - 2.2 Design an unified program, plan, and specific time to

- perform this Agreement.
3. Any dispute arising from the interpretation or implementation of this Agreement shall be settled by consultations or by any other means mutually determined by the implementing agencies.

ARTICLE 9

Entry into Force, Amendment and Termination

1. This Agreement shall come into force upon the date of the last signature by the Parties.
2. This Agreement may be amended or supplemented at any time in writing after discussion between the Parties. Amendments or supplements are inseparable parts of this Agreement.
3. Either Party may terminate this Agreement by a written notification 30 days prior to the desired termination date. In case of the termination of this Agreement, the cooperation programs already initiated in the framework of this Agreement prior to the termination shall be continued until their completion.

IN WITNESS WHEREOF, the undersigned, being duly authorised by their respective Governments, have signed this Agreement.

Done in duplicate in the Chinese, and English languages, the two texts being equally authentic.

For the Government
of the Republic of
China (Taiwan)

WENG-JONG LEU
Director General
Investigation Bureau,
the Ministry of Justice

For the Government of
the Republic of Nauru

David Adeang
Minister for Justice
The Ministry of Justice
and Border Control



Date 04/25/2019

Date 13 June,2019

Place New Taipei City

Place NAURU