

中華民國內政部與
聖克里斯多福及尼維斯
外交、國土安全、勞工、司法暨法務部間
有關移民事務及防制人口販運合作協定

中華民國內政部與聖克里斯多福及尼維斯外交、國土安全、勞工、司法暨法務部(以下分別稱「一方」，合稱「雙方」)：

雙方基於平等互惠之原則，促進兩國移民機關之合作；雙方關切移民議題及跨國性犯罪，特別是防制人口販運；雙方本於國內法規範，基於職權，依據本協定各項條款，致力進行交流與合作。

雙方同意如下：

第一條 權責機關

簽署及執行本協定之權責機關為：

- 一、中華民國內政部。
- 二、聖克里斯多福及尼維斯外交、國土安全、勞工、司法暨法務部。

第二條 合作範圍

雙方同意進行下列合作：

- 一、反恐情資及防制人口販運及非法移民案件之資訊交流。

- 二、入出國管理相關技術之交流。
- 三、移民事務相關機關之合作。
- 四、人員訓練及經驗分享。
- 五、其他經雙方同意之合作事項。

第三條 合作方式

為有效執行第二條之規定，雙方應基於平等互惠原則，合作如下：

- 一、交換犯罪資料。
- 二、從事公務上互訪。
- 三、於任一方辦理移民領域訓練活動時，得邀請另一方一至三名移民官員接受訓練。
- 四、同意執行依據第二條第五款提出其他相互請求協助事項。

第四條 請求協助之提出

- 一、請求協助應以書面形式提出。
- 二、緊急情況下，經被請求方同意，得以經雙方同意之其他形式提出，但應於請求提出後十日內以書面確認。
- 三、請求書應包含以下內容：請求部門之名稱、請求目的、請求項目說明、案情摘要及執行請求所需其他資料等。
- 四、如因請求內容欠缺致無法執行時，請求方應提供進一步之補充資料。

第五條 請求之拒絕

雙方同意因請求內容不符合雙方合作範圍或執行請

求將損害被請求方之公共秩序或善良風俗等情形時，被請求方得向請求方拒絕協助，但應提供拒絕的理由。

第六條 請求之執行

雙方應採取必要之措施，以確保迅速及安全的執行請求，並應將執行請求之結果通知請求方。

第七條 保密

- 一、雙方應確保維護彼此所提供之資料、文件或個人資料之機密性，於本協定終止後應繼續保密。
- 二、如該等資料之使用有所限制或使用在提供目的以外之其他用途或與第三者分享時，請求方應事先取得提供方之同意。
- 三、本協定所稱「限制資料」係指：
 - (一)雙方之任一方認定為機密之資料。
 - (二)雙方政府法律保護的資料。
 - (三)雙方聯繫之資料為限制資料。

第八條 費用

- 一、第三條第三款人員訓練經費之負擔，依個案協商定之。
- 二、依本協定任一方受理請求時所產生之一般費用，除雙方另有議定外，由被請求方負擔；但如請求涉及巨額或額外之其他費用時，雙方應先進行磋商，以確認執行請求之條件及經費之負擔。

第九條 使用之語文

雙方權責機關依本協定進行合作時，應以英文作為溝通工具。

第十條 會議及諮商

雙方之首長或代表得舉行會議或進行諮商，以商討及改善依本協定所進行之合作。

第十一條 爭議之解決

因適用本協定所生爭議，雙方應儘速協商解決。

第十二條 生效、修正及終止

- 一、本協定自雙方後簽署之日起生效。任何一方得以書面通知另一方三十日後終止其效力。
- 二、本協定得經雙方協商以書面修正之。

第十三條 補償

任一方同意賠償另一方、其代理人及職員在執行本協定時非因故意或過失之行為或不作為所造成任何第三方之損失、傷害或損害之責任（包括代位責任）。

為此，雙方經各自政府充分授權，爰於本協定簽署，以昭信守。

本協定以中文及英文簽署一式二份，二種文字約本

同一作準。但本協定文義解釋有歧異時，應以英文本為準。

中華民國
內政部

聖克里斯多福及尼維斯
外交、國土安全、勞工、
司法暨法務部

陳威仁

Patrice Nisbett

部長 陳威仁

部長 PATRICE NISBETT

日期: 2014. 9. 1
地點: 臺北, 臺灣.

日期: 18 Sep. 2014
地點: Barbados



**AGREEMENT
BETWEEN
THE MINISTRY OF THE INTERIOR OF
THE REPUBLIC OF CHINA (TAIWAN)
AND
THE MINISTRY OF FOREIGN AFFAIRS,
HOMELAND SECURITY, LABOUR, JUSTICE AND
LEGAL AFFAIRS OF
SAINT CHRISTOPHER AND NEVIS
ON COOPERATION IN IMMIGRATION
AFFAIRS AND HUMAN TRAFFICKING
PREVENTION**

BETWEEN The Ministry of the Interior of the Republic of China (Taiwan) and The Ministry of Foreign Affairs, Homeland Security, Labour, Justice and Legal Affairs of the Saint Christopher and Nevis (hereinafter referred to individually as the “Party” and collectively as “the Parties”) :

WHEREAS the Parties on the principles of equality and reciprocity intend to promote cooperation between the national immigration agencies of both countries;

WHEREAS the Parties are concerned about immigration issues and transnational crimes, especially human-trafficking prevention;

AND WHEREAS the Parties hope to facilitate exchange and cooperation between the Parties by engaging in exchange activities and cooperation in accordance with their respective domestic laws, as set out in the provisions of this Agreement and as required by their official responsibilities and functions.

THE PARTIES AGREE AS FOLLOWS:

Article 1

Competent Authorities

The Competent Authorities that conclude and implement this Agreement are:

- (i) The Ministry of the Interior of the Republic of China (Taiwan).
- (ii) The Ministry of Foreign Affairs, Homeland Security, Labour, Justice and Legal Affairs of the Saint Christopher and Nevis.

Article 2

Scope of Cooperation

The Parties agree to cooperate in the following areas:

- (i) Exchange of anti-terrorist intelligence and information related to the prevention of human trafficking and illegal immigration.
- (ii) Exchange of skills related to entry and exit control measures.
- (iii) Cooperation between immigration agencies.
- (iv) Personnel training and sharing of experience.
- (v) Other areas of cooperation as agreed upon by the Parties.

Article 3

Forms of cooperation

For the purpose of effectively enforcing the provisions of Article 2, the Parties shall, on the Principle of equality and reciprocity, cooperate as follows:

- (i) Exchange criminal information;
- (ii) Exchange visits for official business;
- (iii) Invite one to three immigration officers from the other Party to participate in immigration training held by one of the Parties if possible;
- (iv) Implement other mutual assistance as agreed by the Parties in accordance with Article 2(v).

Article 4

Requests for Assistance

- (i) Requests for assistance shall be made in writing.
- (ii) In case the situation is urgent and the requested Party has given its consent, the request for assistance may be made in some other form as agreed by the Parties but shall be confirmed in writing within ten days after such a request is made.
- (iii) The written request shall include the following content: the name of the department that is making the request, the purpose of the request, the particulars of the request, the summary of the case and all other information necessary for meeting the request.
- (iv) In case the request cannot be met due to inadequate information, the requesting Party may be required to provide further information by way of a supplementary request.

Article 5

Refusal of Requests

The Parties agree that in case the request is beyond the scope of their cooperation or in the event that honouring the request will disrupt the public order or good practice of the country of the requested Party, the requested Party may refuse to grant the request. The requested Party shall provide the requesting Party with an explanation of its refusal.

Article 6

Request Fulfillment

The Parties shall take necessary measures to ensure that the request can be quickly and safely satisfied and shall inform the requesting Party about the result of actions taken to meet the request.

Article 7

Confidentiality

- (i) The Parties shall ensure that mutually provided information, documents, and personal data shared between the Parties are kept as confidential after the Agreement is terminated.
- (ii) Where the information is restricted information, or the information is to be used for a purpose other than the purpose for which it was requested or, the information is to be shared with third party, the requesting Party must obtain the consent of the Party providing the information before using the information or sharing it with a third party.
- (iii) In the context of this Agreement “restricted information” refers to any information which is:
 - a. Identified by anyone of the Parties as confidential information.
 - b. Information protected by any law within the state of the Parties.
 - c. Information which one Party communicates to the other Party is restricted information.

Article 8

Expenses

- (i) The finances needed for personnel training as stated in paragraph (iii) of Article 3 shall be paid in as agreed by the Parties by negotiations conducted on a case by case basis.
- (ii) Expenses incurred by one of the Parties in fulfilling a request made by the other Party in accordance with this Agreement shall be paid by the requested Party unless it is otherwise negotiated by the Parties. In cases where the request involves a large amount of expense or extra expenses, the Parties shall negotiate beforehand to affirm the conditions of the request and the defrayment of the expenses.

Article 9

Languages

The Competent Authorities of the Parties shall use English

as the medium of their communication when they engage in cooperation in accordance with this Agreement.

Article 10

Meetings and Consultations

The Leaders or Representatives of the Parties may hold meetings or conduct consultations in order to discuss and improve the cooperation to be carried out in accordance with this Agreement.

Article 11

Settlement of Disputes

Disputes arising from the application of this Agreement shall be settled through negotiations as soon as possible by the Parties.

Article 12

Commencement, Amendments and Termination

- (i) This Agreement shall be effective on the date of the latter signature of the Parties and terminate thirty days after one of the Parties notifies the other Party in writing of its termination.
- (ii) This Agreement may be amended in writing through negotiations by the Parties.

Article 13

Indemnity

Each Party agrees to indemnify the other Party, from any liability (including vicarious liability) for loss, injury or damage caused to any third party otherwise than by the willful or negligent acts or omissions of the other Party, its agents and employees in the execution of this Agreement.

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

SIGNED in duplicate in the Chinese and English languages, all texts being equally authentic. In case of divergence in the interpretation of this Agreement, the English text shall prevail.

FOR THE MINISTRY OF
THE INTERIOR OF THE
REPUBLIC OF CHINA
(TAIWAN)

FOR THE MINISTRY OF
FOREIGN AFFAIRS,
HOMELAND SECURITY,
LABOUR, JUSTICE AND
LEGAL AFFAIRS OF THE
SAINT CHRISTOPHER AND
NEVIS



Minister

Minister

HON. CHEN, WEI-ZEN

HON. PATRICE NISBETT

Date: 1. Sep. 2014

Date: 18 Sep. 2014

Place: Taipei. Taiwan.

Place: Basseterre