

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE NATIONAL IMMIGRATION AGENCY OF THE
MINISTRY OF THE INTERIOR OF THE REPUBLIC OF CHINA
(TAIWAN)

AND

THE MINISTRY OF HOME AFFAIRS OF THE KINGDOM OF
SWAZILAND

CONCERNING COOPERATION IN IMMIGRATION
AFFAIRS AND HUMAN TRAFFICKING PREVENTION

PREAMBLE :

The National Immigration Agency of the Ministry of the Interior of the Republic of China (Taiwan) and the Ministry of Home Affairs of the Kingdom of Swaziland (hereinafter referred to as “the Parties”);

WHEREAS the Parties are sovereign states;

RECOGNIZING the Principle of equality and reciprocity;

AIMING at the promotion of cooperation between the national immigration agencies of both countries;

CONCERNED about immigration issues and transnational crimes, especially human trafficking;

DESIROUS of facilitating the exchange of information and cooperation programmes;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS :

Article 1

Competent Authorities

1. The competent authorities that conclude and implement this MOU are:
 - a. The National Immigration Agency of the Ministry of the Interior of the Republic of China (Taiwan).
 - b. The Ministry of Home Affairs of the Kingdom of Swaziland.
2. The Parties shall dedicate themselves to engaging in exchange activities and cooperation in accordance with their respective domestic laws, as set out in the provisions of this MOU and as required by their official responsibilities and functions.

Article 2

Scope of Cooperation

1. Cooperation in the exchange of anti-terrorist intelligence and in the prevention of human trafficking and illegal immigration;
2. Cooperation in the exchange of skills related to entry and exit control;
3. Cooperation between immigration agencies;
4. Cooperation in personnel training and in the sharing of experience;
5. Other cooperative items 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:

1. To exchange information on the prevention of crime;
2. To exchange visits for official business;
3. To invite one to three immigration officers from the other Party

- to participate in immigration training held by one of the Parties if possible;
4. To implement other mutual assistance that might be requested but not mentioned above.

Article 4

Request for Assistance

1. The Parties have agreed that requests for assistance shall be made in writing. In case that the situation is urgent and the requested Party has given its consent, the request for assistance may be made in some other form, but shall be confirmed in writing within ten days of making the request.
2. The written request shall include the following content:
 - (1) The name of the agency that is making the request.
 - (2) The purpose of the request.
 - (3) The particulars of the request.
 - (4) The summary of the case and other information necessary for meeting the request.
3. In case the request cannot be met due to inadequate information contained in the content, the requesting Party may be required to provide supplementary information.

Article 5

Request Refusals

The Parties have agreed that in case that the request is beyond the scope of their cooperation or that to meet the request will disrupt the public order or good practice of the country of the requested Party, it may refuse to grant the request along with an explanation.

Article 6

Request Fulfillment

1. The requested Party shall take necessary measures to ensure that the request can be quickly and safely satisfied and inform the requesting Party about the result of its actions to meet the request.
2. The requested Party shall immediately inform the requesting Party in cases where it has no authority to satisfy the request.

Article 7

Confidentiality

The Parties shall ensure that mutually provided information, documents, and personal data are kept confidential. In case that the use of the aforementioned information is restricted or that it is not used for the purpose for which it was provided or that it is going to be shared with a third party, the consent of the Party that provides it shall be secured in advance.

Article 8

Expenses

1. The expenses needed for personnel training as stated in subparagraph 3 of Article 3 shall be paid according to the result of negotiations conducted on a case by case basis.
2. Other expenses incurred by one of the Parties after granting a request made by the other Party in accordance with this MOU 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 MOU.

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 MOU.

Article 11

Settlement of Disputes

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

Article 12

Effectiveness, Termination and Amendments

1. This MOU shall be effective on the date of the last signature by the Parties and terminate thirty days after one of the Parties notifies the other Party in writing of its termination.
2. This MOU may be amended through negotiations by the Parties.

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

Signed in duplicate in the Chinese and English languages, both texts being equally authentic.

FOR THE NATIONAL
IMMIGRATION AGENCY OF
THE MINISTRY OF THE
INTERIOR OF THE
REPUBLIC OF CHINA
(TAIWAN)

FOR THE MINISTRY OF
HOME AFFAIRS OF THE
KINGDOM OF SWAZILAND

Tien-hu Mo.

Anthony Masilela!

Director General
MO, TIEN-HU

Principal Secretary
ANTHONY MASILELA

Date: 17/3/2015

Date: 08.04.2015

Place: Taipei, R.O.C. (Taiwan)

Place: Mbabane