

海洋委員會公告
中華民國 107 年 8 月 16 日
海域執字第 10700027282 號

主 旨：公告我國與馬紹爾群島共和國完成簽署之「中華民國（臺灣）政府與馬紹爾群島共和國政府海巡合作協定」。

依 據：條約締結法第 12 條。

公告事項：旨揭協定於 107 年 7 月 27 日簽署完成，並自簽署日生效。

中華民國（臺灣）政府與馬紹爾群島共和國政府海巡合作協定

中華民國（臺灣）政府與馬紹爾群島共和國政府（以下分稱「一方」，合稱「雙方」）；

期望促進兩國海巡機關之合作；

關切海巡發展及防制跨國海上犯罪之需求；

基於平等互惠之原則；

爰同意如下：

第 一 條 權責機關

1.1 執行本協定之權責機關應為：

- (1) 中華民國（臺灣）海洋委員會；及
- (2) 馬紹爾群島共和國司法、移民暨勞動部。

1.2 雙方應本於職責及本協定各條款之規定，依據各自國內法規致力推動交流活動及合作。

第 二 條 目的

雙方為發展海巡合作及打擊跨國海上犯罪，依據本協定建立合作架構。

第 三 條 合作範圍

雙方同意在下列領域研究合作之可行性：

- (1) 人員互訪；
- (2) 訓練交流；
- (3) 海難救助；
- (4) 漁業執法；
- (5) 跨國合作打擊犯罪；
- (6) 執行其他雙方同意之合作事項。

第 四 條 合作方式

為有效執行本協定，雙方合作方式如下：

- (1) 公務互訪；
- (2) 船艦敦睦；
- (3) 訓練資源分享；

- (4) 國際會議邀訪；
- (5) 共同辦理海上救助及執法演訓；
- (6) 共同執行海上聯合巡航；
- (7) 犯罪情資交換。

第 五 條 爭議處理

任何因詮釋或履行本協定產生之爭議，雙方應透過協商或談判予以友善解決。

第 六 條 本協定與其他國際文書之關係

本協定不應影響兩國已簽訂之其他國際文書所生之權利及義務。

第 七 條 費用

執行本協定所產生之費用，除雙方另有議定外，由雙方各自負擔。

第 八 條 語言

權責機關依據本協定進行合作時，將以英文作為溝通工具。

第 九 條 生效、終止及修正

9.1 本協定自雙方簽署日生效。

9.2 本協定應持續有效，除非任一方於六個月前以書面通知另一方終止本協定。

9.3 本協定得經雙方相互協商修正之。

AGREEMENT BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF CHINA
(TAIWAN)
AND
THE GOVERNMENT OF THE REPUBLIC OF THE
MARSHALL ISLANDS
ON COAST GUARD COOPERATION

The Government of the Republic of China (Taiwan) and the Government of the Republic of the Marshall Islands, hereinafter referred to individually as a “Party” and collectively as the “Parties”;
WISHING to promote cooperation between coast guard authorities of both countries;
BEING concerned about coast guard development and detecting and prevention of maritime transnational crime;
ACTING on the principle of equality and reciprocity;
Hereby have agreed as follows:

Article 1

Competent Authorities

- 1.1 The competent authorities that shall implement this Agreement are:
- (a) The Ocean Affairs Council of the Government of the

Republic of China (Taiwan); and

(b) The Ministry of Justice, Immigration and Labor of the
Government of the Republic of the Marshall Islands.

1.2 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 Agreement and as required by their official responsibilities and functions.

Article 2

Purpose

This Agreement sets out the framework for cooperation between the Parties in developing coast guard cooperation and combating maritime transnational crime.

Article 3

Scope of Cooperation

The Parties agree to seek feasibility of cooperation in the following matters:

- (a) The exchange of personnel visiting;
- (b) The exchange of personnel for training;
- (c) Maritime Search and Rescue;
- (d) Fisheries Law enforcement;
- (e) Cooperation in combating transnational crime;

- (f) To implement other areas of cooperation as agreed upon by the Parties.

Article 4

Forms of Cooperation

To ensure the effective implementation of this Agreement, the Parties shall cooperate as follows:

- (a) To exchange business visits;
- (b) To conduct Coast guard ship's port visit;
- (c) The exchange of training program;
- (d) To invite personnel to attend international conferences;
- (e) To conduct joint exercises of maritime search and rescue and maritime law enforcement;
- (f) To conduct joint fisheries patrol;
- (g) The sharing and exchange of information in the area of law enforcement.

Article 5

Settlement of Disputes

Any dispute arising out of the interpretation or implementation of this Agreement shall be settled amicably through consultation or negotiation between the Parties.

Article 6

Relations of this Agreement with other International Instruments

This Agreement shall not prejudice the rights and obligations stemming from other international instruments to which both countries are party to.

Article 7

Expenses

The expenses incurred in the implementation of this Agreement shall be borne by the respective Parties, unless otherwise agreed upon by the Parties.

Article 8

Language

The competent authorities, in the course of their cooperation in accordance with this Agreement, will use English as the medium of communication.

Article 9

Entry into Force, Termination and Amendment

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

9.2 This Agreement shall remain in effect unless either Party giving six (6) months written notification in advance to the Party to terminate this Agreement.

9.3 This Agreement may be amended by mutual consultation between the Parties.