

JOINT STATEMENT REGARDING COOPERATION

BETWEEN

THE AMERICAN INSTITUTE IN TAIWAN

AND

**THE TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE
OFFICE IN THE UNITED STATES**

**TOWARD DEVELOPMENT OF AN INTERNATIONAL EXPEDITED
TRAVELER INITIATIVE**

The American Institute in Taiwan (“AIT”) and the Taipei Economic and Cultural Representative Office in the United States (“TECRO”) (hereinafter referred to as the “Participants”),

RECOGNIZING the outstanding cooperation between the Participants, through their designated representatives, the U.S. Department of Homeland Security, U.S. Customs and Border Protection (“CBP”) for AIT, and the Ministry of the Interior, National Immigration Agency (“NIA”) for TECRO, in immigration-related matters;

NOTING the importance of effective border controls in their mutual efforts, through their designated representatives, to combat threats of terrorism; and

CONSIDERING their mutual interest in facilitating dedicated travel procedures for pre-approved citizens of the territories of the authorities they represent who regularly travel between the territory of the authorities represented by AIT and the territory of the authorities represented by TECRO;

HAVE COME TO THE FOLLOWING UNDERSTANDING:

1. The Participants, through their designated representatives, intend to cooperate in the expansion of CBP’s Global Entry program and NIA’s E-gate program to certain eligible people in the territories of the authorities represented by the Participants. The Participants, through their designated representatives, intend to permit the aforementioned people who comply with the requirements to be considered trusted and low-risk travelers, to apply for membership in CBP’s Global Entry program and NIA’s E-gate program under this international expedited traveler initiative (hereinafter “the Initiative”).
2. Pursuant to this Joint Statement, details on the implementation and operation of the Initiative, such as eligibility criteria and qualifications, and procedures for communication and vetting by the Participants, through their designated representatives, are expected to be mutually developed by the Participants, through their designated representatives.

Global Entry Program

3. Applications by eligible people in the territory of the authorities represented by TECRO to the Global Entry program are expected to be submitted on a voluntary basis. Acceptance (and any subsequent suspension or revocation of participation) in the Global Entry program is solely within the discretion of CBP.
4. Before applicants may be admitted to CBP's Global Entry program, they are expected to meet the individual vetting criteria of both Participants, through their designated representatives, and are to be checked by each Participant, through its designated representative, against information available to it, including in various law enforcement, customs, immigration, criminal, intelligence, and terrorist databases.
5. The vetting criteria are expected to be defined by each Participant, through its designated representative, consistent with the laws and policies of the authorities that Participant represents. Applicant data provided to each Participant, through its designated representative, by people in the territory of the authorities represented by TECRO under this Initiative is intended to be used and maintained by each Participant, through its designated representative, consistent with the applicable laws and policies of the authorities that Participant represents.
6. Applicants are expected to be denied enrollment in CBP's Global Entry program if certain factors are identified by either CBP or the NIA during the vetting process. Generally an applicant may not qualify if he/she:
 - a. is inadmissible to the territory of the authorities represented by AIT under applicable immigration laws;
 - b. provides false or incomplete information on the application;
 - c. has been convicted of a criminal offense in any country;
 - d. has been found in violation of customs, immigration, or applicable animal or plant health and other agriculture-related laws in any country;
 - e. is the subject of an ongoing investigation by any federal or state law enforcement agency;
 - f. cannot otherwise satisfy CBP and the NIA of his/her low-risk status; or
 - g. fails to meet any other Global Entry program requirements.

Individuals who are enrolled in the Global Entry program may have their membership suspended or terminated by CBP at any time if the individual fails to satisfy CBP enrollment criteria.

7. Each Participant, through its designated representative, is expected to re-check periodically, and not less than biennially, members who are part of CBP's Global Entry program under the Initiative against relevant law enforcement, immigration, customs, criminal, intelligence, and terrorist databases to ensure that members remain eligible.

E-Gate Program

8. Applications by eligible people in the territory of the authorities represented by AIT to the E-gate program are expected to be submitted on a voluntary basis. Acceptance (and any subsequent suspension or revocation of participation) in the E-gate program is solely within the discretion of NIA.
9. Before applicants may be admitted to NIA's E-gate program, they are expected to meet the individual vetting criteria of both Participants, through their designated representatives, and are to be checked by each Participant, through its designated representative, against information available to it, including in various law enforcement, customs, immigration, criminal, intelligence, and terrorist databases.
10. The vetting criteria are expected to be defined by each Participant, through its designated representative, consistent with the laws and policies of the authorities that Participant represents. Applicant data provided to each Participant, through its designated representative, by people in the territory of the authorities represented by AIT under this Initiative is intended to be used and maintained by each Participant, through its designated representative, consistent with the applicable laws and policies of the authorities that Participant represents.
11. Applicants are expected to be denied enrollment in NIA's E-gate program if certain factors are identified by either CBP or the NIA during the vetting process. Generally an applicant may not qualify if he/she:
 - a. is inadmissible to the territory of the authorities represented by TECRO under applicable immigration laws;
 - b. provides false or incomplete information on the application;
 - c. has been convicted of a criminal offense in any country;
 - d. has been found in violation of customs, immigration, or applicable animal or plant health and other agriculture-related laws in any country;
 - e. is the subject of an ongoing investigation by any federal or state law enforcement agency;
 - f. cannot otherwise satisfy CBP and the NIA of his/her low-risk status; or
 - g. fails to meet any other E-gate program requirements.

Individuals who are enrolled in the E-gate program may have their membership suspended or terminated by NIA at any time if the individual fails to satisfy E-gate's enrollment criteria.

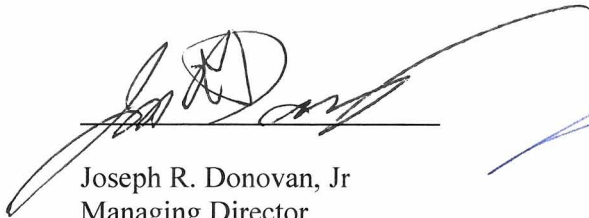
12. Each Participant, through its designated representative, is expected to re-check periodically, and not less than biennially, members who are part of NIA's E-gate program under the Initiative against relevant law enforcement, immigration, customs, criminal, intelligence, and terrorist databases to ensure that members remain eligible.

Safeguarding Information/Modifications to the Joint Statement

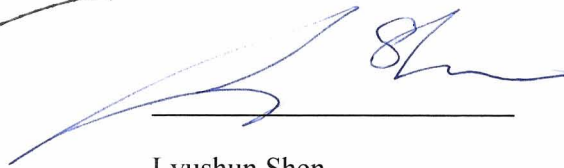
13. Each Participant, through its designated representative, is expected to collect, maintain, use, and disseminate information received under this Joint Statement in compliance with the applicable laws and policies of the authorities it represents, including those relating to protection of privacy, civil rights, and civil liberties.
14. Each Participant, through its designated representative, is expected to afford at least the same degree of confidentiality to the personally identifiable information received pursuant to this Joint Statement as it applies to similar personally identifiable information in its custody.
15. Each Participant, through its designated representative, is expected to limit the collection, use, disclosure, and retention of personally identifiable information provided to it by the other Participant, through its designated representative, under this Joint Statement to that which is necessary for purposes of the receiving Participant, as set forth in this Joint Statement or as otherwise authorized by the applicable laws and policies of the authorities that Participant represents. Personally identifiable information provided to a Participant under this Joint Statement is expected to be protected by administrative, technical, and physical safeguards appropriate to the sensitivity of the information.
16. Personally identifiable information provided by one Participant to the other, through their designated representatives, under this Joint Statement should only be disclosed to authorized individuals with a need to know and only for uses that are consistent with the stated purposes under this Joint Statement and for which the information was originally collected, or as otherwise required by the applicable laws and policies of the authorities that Participant represents. Nothing in this Joint Statements is intended to preclude the use or disclosure of information relating to national security or criminal prosecution where there is an obligation to do so under the laws and policies applicable to the Participant or its designated representative.
17. Each Participant, through its designated representative, intends to implement this Joint Statement in accordance with any laws and policies that apply to it or its designated representative.
18. Each Participant, through its designated representative, is expected to be responsible for its own costs associated with the implementation of this Joint Statement, unless otherwise mutually specified by the Participants in writing. All activities under this Joint Statement are subject to the availability of appropriated funds and other resources.
19. This Joint Statement is not legally binding. It is not intended to create any rights or obligations and does not create or confer any right or benefit on any person or party, private or public. The provisions of this Joint Statement are not intended to prevent either of the Participants or designated representatives from cooperating with other jurisdictions or from granting assistance in accordance with the provisions of applicable agreements or arrangements, laws, and related practices.

20. The Participants, through their designated representatives, intend to consult each other about any aspect related to the interpretation or application of this Joint Statement.
21. The Participants intend that this Joint Statement may be modified with the mutual written consent of the Participants.
22. The Participants intend that a Participant may discontinue cooperation under this Joint Statement but is expected to provide the other Participant with at least sixty (60) days written notice prior to such discontinuation.

Signed in Washington, D.C., in the English language.



Joseph R. Donovan, Jr
Managing Director
American Institute in Taiwan



Lyushun Shen
Representative
Taipei Economic and Cultural
Representative Office in the
United States

Date:

04-04-16

Date:

April 4, 2016