

# 中華民國（臺灣）政府與貝里斯政府 海巡合作協定

中華民國（臺灣）政府與貝里斯政府  
(以下分稱「一方」，合稱「雙方」)；  
期望促進兩國海巡機關之合作；  
關切海巡發展與跨國海上犯罪調查及防制之需求；  
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) 貝里斯國防暨邊境安全部。

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

本協定建立雙方合作架構，以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) 人員互訪交流；
- (2) 人員訓練交流；
- (3) 海難搜索救助；
- (4) 漁業執法；
- (5) 跨國合作打擊海上犯罪；

(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，雙方應合作方式如下：

- (1) 公務互訪；
- (2) 訓練交流；
- (3) 國際會議邀訪；
- (4) 執法情資交換；
- (5) 執行其他雙方同意之合作方式。

#### **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**

本協定不應影響任何一方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 本協定應自雙方最後簽署日生效。
- 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。

為此，雙方代表業經各自政府正式授權，爰於本協定簽署，以昭信守。

本協定以中文及英文簽署一式兩份，兩種文本同一作準。

**AGREEMENT BETWEEN  
THE GOVERNMENT OF THE REPUBLIC OF CHINA (TAIWAN)  
AND  
THE GOVERNMENT OF BELIZE  
ON COAST GUARD COOPERATION**

The Government of the Republic of China (Taiwan) and the Government of Belize, 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) Ministry of National Defence and Border Security of the Government of Belize.

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 at sea;
- (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) The exchange of training program;
- (c) To invite personnel to attend international conferences;
- (d) The sharing and exchange of information in the area of law enforcement; and
- (e) To the implementation of other areas of cooperation as agreed upon by the Parties.

#### **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 either country is a Party.

#### **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 the last 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 other Party to terminate this Agreement.

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

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

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