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主旨：檢送我與美國於上(102)年2月4日簽署、同日生效之「
駐美國臺北經濟文化代表處與美國在臺協會間特權、免稅
暨豁免協定」中英文本乙全份，請查照。

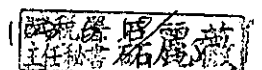
說明：旨述協定業奉行政院上年3月22日院臺外字第1020011587
號函同意備查，並按「條約及協定處理準則」第10條規定
於協定生效後送立法院查照在案。

正本：司法院秘書長、內政部、財政部、法務部、經濟部、交通部、衛生福利部、勞動
部、行政院海岸巡防署、內政部警政署、內政部入出國及移民署

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所得稅局主政



裝

訂

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駐美國臺北經濟文化代表處與美國在臺協會間 特權、免稅暨豁免協定

鑒於駐美國臺北經濟文化代表處與美國在臺協會：

負有代表各自當局執行與促進臺灣人民與美國人民間商務、文化及其他關係之責任；

自1980年以來，各依對其所代表當局適用之國內法及習慣國際法，代表其當局執行領事職權及提供領事協助，包括探視被羈押人士；

在此之前依據1980年10月2日在華盛頓哥倫比亞特區簽署之美國在臺協會與北美事務協調委員會間特權、免稅暨豁免協定運作；

經審視各自當局法律，就美國在臺協會而言，包含1979年之臺灣關係法；以及

基於執行1980年協定所獲得之實務經驗，並注意到為保障雙方享有有效執行職務所需之特權及豁免，有進行互惠及適當修改之價值；

爰達成下列協議：

第一條 就本協定之宗旨而言，下述名詞所經賦予之定義如下：

- (a) 「AIT」或「協會」係指美國在臺協會；
- (b) 「TECRO」係駐美國臺北經濟文化代表處；
- (c) 「相對機構」係指駐美國臺北經濟文化代表處與美國在臺協會之合稱；
- (d) 「主要辦事處」係分別指稱駐美國臺北經濟文化代表處位於

哥倫比亞特區都會區內之各辦公處所，以及美國在臺協會位於臺北之各辦公處所（包含華語學校）；

- (e) 「分支辦事處」係指，就駐美國臺北經濟文化代表處而言，本協定下述第二條所稱位於哥倫比亞特區都會區以外稱作「臺北經濟文化辦事處」之分處之各辦公處所，以及，就美國在臺協會而言，設於高雄之分處之各辦公處所或依據本協定第二條規定設於其他地點之分處；
- (f) 「主要辦事處派任職員」係指任何作為派遣方相對機構派任之主要辦事處職員，包含主要辦事處之館長，經通知接受方相對機構且為後者所認可，並負責執行與促進臺灣人民與美國人民間商務、文化及其他關係相關職務者，以及該主要辦事處之行政及技術職員。該等人員不含任何為接受方相對機構總部所在地管轄領域之國民或永久居民；
- (g) 「分支辦事處派任職員」係指任何作為派遣方相對機構派任之分支辦事處職員，包含分支辦事處之館長，經通知接受方相對機構且為後者所認可，並負責執行與促進臺灣人民與美國人民間商務、文化及其他關係相關職務者，以及該分支辦事處之行政及技術職員。該等人員不含任何為接受方相對機構總部所在地管轄領域之國民或永久居民；
- (h) 相對機構之「派任職員」涵蓋本條第(f)項及第(g)項所述人員；
- (i) 「接受方相對機構總部所在地管轄領域」就駐美國臺北經濟文化代表處而言，係指臺灣，就美國在臺協會而言，係指美利堅合眾國。「中央當局」係指美國聯邦政府或臺灣之對等組織，而「地方當局」係指美國各州、省、郡、市及其他各級地方政府或臺灣之對等組織。

第二條 駐美國臺北經濟文化代表處可於哥倫比亞特區都會區設立主要辦事處及在美國境內其他十二個城市和雙方相對機構可能商定的其他地方設立分支辦事處。美國在臺協會可於臺北設立主要辦事處及在高雄和雙方相對機構可能商定的其他地方設立分支辦事處。

第三條

- (a) 各相對機構有能力：(i) 締結契約；(ii) 取得及處分不動產及動產；(iii) 提起訴訟。
- (b) 為有效執行其職務，各派遣方相對機構於接受方相對機構總部所在地管轄領域內，享有與在美國境內公國際組織相當之訴訟及法律程序之豁免，對本協定之適用而言，即指如美國法典第28篇第1602條以下所定之限制性豁免原則。

第四條

- (a) 各相對機構均承諾使對方相對機構及其人員享有本協定規定之所有特權、免稅及豁免待遇；並採取所有可能且妥當之措施，確保對方相對機構之處所及人員享有充分之保護，以利該機構執行職務。
- (b) 接受方相對機構應促成依本協定享有利益人員獲發身分證。
- (c) 若任何享有本協定利益之人員任滿或離職，派遣方相對機構應通知接受方相對機構。
- (d) 如接受方相對機構決定對任何享有本協定利益人員之續留

不予認可，其應通知派遣方相對機構。在此人於接受方相對機構所決定之合理離職期限之後，其將停止享有該等利益。

- (e) 任何人不得因本協定條款之規定，而被認為享有本協定明文規定以外之任何特權或豁免。

第五條 各相對機構應核發適當簽證予對方機構派任職員及與其構成同一戶口之家屬。

第六條

- (a) 派遣方相對機構應享有一切為執行其職務所需之通訊自由，其與職務有關之所有來往公文不得侵犯。
- (b) 裝載前項所稱之來往公文及其他為執行相對機構職務有關之用品之郵袋不得開拆及扣留。
- (c) 構成此種郵袋之包裹須附有可資識別其性質之外部標記且僅應裝載相對機構為執行其規定職務所需之文件或用品。正確標示之郵袋無體積、重量或數量之限制。構成此種郵袋之包裹包含板條箱、貨箱、盒箱、信封或其他形式之容器。此種郵袋之信差，應持有文件證明其身分及構成郵袋之包裹件數，其執行職務時應享有保護。信差應享有人身不得侵犯權並不受任何方式之逮捕或拘禁。
- (d) 派遣方相對機構得指定特別信差。特別信差亦適用本條第(c)項之規定，但特別信差之特權及豁免將於郵袋交給收件人時終止。

- (e) 裝載來往公文及用品之郵袋得託交預定在准許入境地點降落之商營飛機機長。機長應持有文件載明構成郵袋之包裹件數，但機長不得視為信差。派遣方相對機構得派遣一名人員逕向機長處自由取得郵袋。

第七條

- (a) 派遣方相對機構派任職員對執行其所授權職務所獲之薪金、酬勞及工資，應豁免於接受方相對機構總部所在地管轄領域內中央或地方當局徵收之稅捐。
- (b) 派遣方相對機構支付其派任職員之薪金、酬勞及工資，不得由接受方相對機構總部所在地管轄領域內中央或地方當局扣繳稅捐。派遣方相對機構及其派任職員，應免予繳納接受方相對機構總部所在地管轄領域內中央或地方當局有關失業或類似之保險、社會安全、或其他類似計劃之給付。
- (c) 除經明示之拋棄豁免外，派遣方相對機構之主要辦事處及分支辦事處應免受強制進入及搜索，倘係該相對機構所擁有，亦免受查封、強制執行、徵用、徵收、或其他形式之扣留或沒收。主要辦事處使用之動產（包含交通工具）應免受強制進入及搜索，倘係該相對機構所擁有，亦免受扣押、強制執行、徵用、徵收、或其他形式之扣留或沒收。主要辦事處及分支辦事處所使用之金融資產及銀行帳戶免於扣押、強制執行、徵用、徵收、或其他形式之扣留或沒收。派遣方相對機構之檔案及文件，無論何時，亦不論位於何處，均屬不得侵

犯。

- (d) 派遣方相對機構就其為執行授權職務而使用之不動產，應豁免繳納接受方相對機構總部所在地管轄領域內中央或地方之不動產稅捐。派遣方相對機構就其財產、收入、業務和其他交易行為，應豁免繳納接受之相對機構總部所在地管轄領域內中央或地方當局之稅捐。本條規定之豁免不適用於派遣方相對機構或其繼承機構之目的之財產。
- (e) 除非經派遣方相對機構依據本協定第九條規定明確拋棄豁免，其派任職員應享有對執行授權職務範圍內之行為有關之訴訟及一切法律程序之豁免。
- (f) 除一般已內含於該商品或勞務價格之稅捐外，接受方相對機構應保證派遣方相對機構之主要辦事處及分支辦事處及其派任職員豁免繳納中央或地方之銷售稅、增值稅或其他類似之消費稅捐。但此項豁免不適用於提供特定服務應納之費用。
- (g) 接受方相對機構應確保派遣方相對機構之主要辦事處及分支辦事處，以及主要辦事處之派任職員應豁免繳納接受方相對機構總部所在地管轄領域內中央或地方當局對擁有及使用車輛所生之稅捐及規費。接受方相對機構亦應確保派遣方相對機構之主要辦事處及分支辦事處及其派任職員亦豁免繳納對汽油、柴油、潤滑油所稽徵之中央貨物稅。

- (h) 除係接受方相對機構總部所在地管轄領域之國民或永久居民外，派遣方相對機構及其派任職員及與其構成同一戶口之家屬，就其行李及用品之關稅、通關費用及國內稅以及接受方相對機構總部所在地管轄領域出入境法令規章、外僑登記及按捺指模、為外國政府代理人登記等事項，享有與在美國境內公國際組織，其官員、僱員、及家屬相當之特權、免稅及豁免待遇。
- (i) 就其於授權職務範圍內之通訊待遇及其課稅，派遣方相對機構享有與在美國境內公國際組織相當之特權、免稅及豁免待遇。

第八條 除本協定第七條第(e)項所定之各項特權、免稅及豁免待遇外：

- (a) 主要辦事處之派任職員對接受方相對機構總部所在地管轄領域之中央及地方當局之刑事管轄享有豁免。
- (b) 主要辦事處之派任職員不受任何形式之逮捕或拘禁。接受方相對機構總部所在地管轄領域之中央及地方當局對主要辦事處之派任職員應特示尊重，並應採取一切適當步驟以防止其人身、自由或尊嚴受有任何侵犯。
- (c) 主要辦事處之派任職員無以證人身分在刑事、民事、行政或其他程序中作證之義務。
- (d) 主要辦事處派任職員之私人住所應免於強制進入及搜索，倘

該住所係派遣方相對機構所擁有，亦應免於扣押、強制執行、徵用、徵收、或其他形式之扣留或沒收。

- (e) 主要辦事處派任職員之文件、信件及財產在下述情形不受接受方相對機構總部所在地管轄領域之中央或地方當局之強制進入、搜索、查封、強制執行或其他任何形式之扣留及沒收：(1) 涉及行使刑事管轄之案件；以及(2) 上述人員授權職務範圍內之行為涉及行使民事及行政管轄之案件。上述派任職員之行李及家庭用品在進入或離開接受方相對機構總部所在地管轄領域時不可免受檢查。
- (f) 與主要辦事處派任職員構成同一戶口之家屬，如非接受方相對機構總部所在地管轄領域之國民或永久居民，應享有與該派任職員相同之刑事管轄豁免且不受逮捕或拘禁。
- (g) 分支辦事處之館長及一名指定之副館長不得予以逮捕候審或羈押候審，但遇犯最輕本刑一年以上有期徒刑之罪行並依該管司法機關之裁決執行者，不在此列。
- (h) 接受方相對機構總部所在地管轄領域之中央及地方當局對分支辦事處之派任職員應特示尊重，並應採取一切適當步驟以防止其人身、自由或尊嚴受有任何侵犯。
- (i) 分支辦事處之派任職員得被請在司法或行政程序中到場作證。
 - i. 除第七條第(e)項所稱之情形外，該職員不得拒絕作證。

- ii. 該職員就其執行職務所涉事項，無擔任作證或提供有關來往公文及文件之義務。
- iii. 該職員並有權拒絕以專家證人身分就派遣方總部所在地管轄領域之法律提出證言。
- iv. 如上述職員拒絕作證，不得對其施行強制措施或處罰。

第九條

- (a) 主要辦事處之派任職員依本協定第七條及第八條所享有之特權及豁免，得由該主要辦事處館長或代理館長或該機構總部拋棄之。
- (b) 分支辦事處之派任職員依本協定第七條及第八條所享有之特權及豁免，得由該分支辦事處館長或代理館長，或主要辦事處或該機構總部拋棄之。
- (c) 除下列第(d)項所述情形外，本協定所定之特權、免稅及豁免待遇之拋棄，概須明示。
- (d) 相對機構之派任職員如就其原可依本協定享有民事管轄豁免之事項，主動提起訴訟，即不得對與本訴直接相關之反訴主張管轄之豁免。
- (e) 在民事或行政訴訟程序上管轄豁免之拋棄，不得視為對判決執行之豁免亦默示拋棄。後項拋棄須分別為之。

第十條 本協定將取代1980年10月2日在華盛頓哥倫比亞特區簽署之美

國在臺協會與北美事務協調委員會間特權、免稅暨豁免協定。

第十一條 本協定隨時得經雙方同意修改。

第十二條 本協定自簽字之日起生效，其效力無一定期限。經雙方同意，或任何一方於一年前以書面通知另一方，得終止本協定。

為此，雙方代表各經合法授權於本協定簽字，以昭信守。

西元2013年2月4日訂於華盛頓哥倫比亞特區，以中文及英文簽署，
兩種文本同一作準。

代表 駐美國臺北經濟文化代表處

代表 美國在臺協會

金博恩 Pu-tsun King

Baron J. Schreyer

Agreement on Privileges, Exemptions and Immunities between the Taipei Economic and Cultural Representative Office in the United States and the American Institute in Taiwan

Whereas the Taipei Economic and Cultural Representative Office in the United States and the American Institute in Taiwan:

Are charged with responsibility on behalf of their respective authorities for conducting and facilitating commercial, cultural and other relations between the people of the United States and the people on Taiwan;

Have, since 1980, consistent with domestic law and customary international law as applicable to the authorities they represent, performed consular functions and provided consular assistance, including the visitation of detained persons, on behalf of their respective authorities;

Have operated pursuant to the agreement on privileges, exemptions and immunities between the American Institute in Taiwan and the Coordination Council for North American Affairs, signed at Washington, D.C., October 2, 1980;

Have reviewed the laws of their respective authorities, including, in the case of AIT, the Taiwan Relations Act of 1979; and

Have gained practical experience with the operation of the 1980 agreement and are mindful of the value in making reciprocal and appropriate modifications to ensure that they enjoy such privileges and immunities as may be necessary for the effective performance of their functions;

Have therefore reached the following agreement:

Article 1

For the purposes of this agreement, the following expressions shall have the meanings hereunder assigned to them:

- (a) "AIT" or "the Institute" shall refer to the American Institute in Taiwan;
- (b) "TECRO" shall refer to Taipei Economic and Cultural Representative Office in the United States;
- (c) "Counterpart organizations" shall refer, collectively, to AIT and TECRO;
- (d) "Primary office" shall refer, respectively, to the TECRO Office(s) located in the metropolitan area of the District of Columbia and to the AIT Office(s) (including a Chinese language school) located in Taipei;
- (e) "Subsidiary offices" shall refer, in the case of TECRO, to the branch offices known as "Taipei Economic and Cultural Offices" located outside of the metropolitan area of the District of Columbia as described in article 2 below and, in the case of AIT, to its branch office(s) in Kaohsiung or in other locations as provided in accordance with article 2;

- (f) "Designated employee of a primary office" means any person, including the head of such primary office, who is duly notified to and accepted by the receiving counterpart organization as a designated employee of the sending counterpart organization at its primary office and who exercises functions related to conducting and facilitating commercial, cultural and other relations between the people of the United States and the people on Taiwan, as well as any person employed in the administrative or technical service of such primary office. It shall not apply with respect to any person who is a national or is permanently resident in the jurisdiction in which the receiving counterpart organization is headquartered;
- (g) "Designated employee of a subsidiary office" means any person, including the head of such subsidiary office, who is duly notified to and accepted by the receiving counterpart organization as a designated employee of the sending counterpart organization at one of its subsidiary offices and who exercises functions related to conducting and facilitating commercial, cultural and other relations between the people of the United States and the people on Taiwan, as well as any person employed in the administrative or technical service of such subsidiary office. It shall not apply with respect to any person, who is a national of or is permanently resident in the jurisdiction in which the receiving counterpart organization is headquartered;
- (h) "Designated employees" of a counterpart organization shall comprise the persons described in paragraphs (f) and (g) of this article;
- (i) "Jurisdiction in which the receiving counterpart organization is headquartered" refers, in the case of AIT, to the United States, and in the case of TECRO, to Taiwan. "Central authorities" refers to the U.S. federal government or its equivalent on Taiwan, and "local authorities" refers to state, provincial, county, city, and other forms of municipal government within the United States or their equivalents on Taiwan.

Article 2

TECRO may operate a primary office in the metropolitan area of the District of Columbia and may also operate subsidiary offices in twelve cities within the United States and in such other additional locations as may be agreed upon between the counterpart organizations. AIT may operate a primary office in Taipei and may also operate a subsidiary office in Kaohsiung and in such other additional locations as may be agreed upon between the counterpart organizations.

Article 3

- (a) Each counterpart organization shall possess the capacity: (i) to contract; (ii) to acquire and dispose of real and personal property; and (iii) to institute legal proceedings.
- (b) In order that it may effectively perform its functions, each sending counterpart organization shall enjoy in the territory in which the receiving counterpart organization is headquartered, immunity from suit and legal processes equivalent to those enjoyed by public international organizations in the United States, which for purposes of this agreement means the restrictive theory of immunity as reflected, for example, in 28 U.S.C. sections 1602 et seq.

Article 4

- (a) Each counterpart organization shall undertake to ensure that the other counterpart organization and its personnel will receive all privileges, exemptions and immunities as set forth in this agreement and to take all possible measures, as appropriate, to secure adequate protection of the other counterpart organization's premises and personnel, so as to facilitate proper execution of that organization's functions.
- (b) The receiving counterpart organization shall facilitate issuance of identification cards to persons who enjoy benefits under this agreement.
- (c) The sending counterpart organization shall notify the receiving counterpart organization of the termination of services or of the departure of any person enjoying the benefits of this agreement.
- (d) Should the receiving counterpart organization determine that the continued presence of any person enjoying the benefits of this agreement is not desirable, it shall so inform the sending counterpart organization. After such person shall have had a reasonable length of time to depart, to be determined by the receiving counterpart organization, he or she shall cease to enjoy such benefits.
- (e) No person shall, by reason of the provisions of this agreement, be considered as receiving any privileges or immunities other than such as are specifically set forth herein.

Article 5

Each counterpart organization shall facilitate the issuance of appropriate visas for designated employees of the other organization, as well as members of their immediate family forming part of their households.

Article 6

- (a) The sending counterpart organization shall be free to communicate for all purposes related to the performance of its functions and shall enjoy inviolability for all correspondence related to its functions.
- (b) The bag carrying the correspondence referred to in the preceding paragraph and other articles related to the performance of the counterpart organization's functions shall neither be opened nor detained.
- (c) The packages constituting such a bag must bear visible external marks of their character and may contain only documents or articles intended for the performance of the organization's designated functions. There are no limits on the permissible size, weight, or quantity of properly designated bags. The packages constituting such a bag may be comprised of crates, lift vans, boxes, and envelopes or other types of containers. The designated carriers of such bags, who shall be provided with a document indicating their status and the number of packages constituting such bags, shall be protected in the performance of their functions. The designated carrier shall enjoy personal inviolability and shall not be liable to any form of arrest or detention.
- (d) The sending counterpart organization may designate such carriers *ad hoc*. In such cases, the provisions of paragraph (c) of this article shall apply, except that the privileges and

immunities of an *ad hoc* carrier shall cease when the bag in his charge shall have been delivered to the consignee.

- (e) Bags carrying such correspondence and articles may be entrusted to the captain of a commercial aircraft scheduled to land at an authorized port-of-entry. The captain shall be provided with a document indicating the number of packages constituting the bag, but the captain shall not be considered to be a designated carrier of such bags. The sending counterpart organization may send one of its members to take possession of such a bag directly and freely from the captain of the aircraft.

Article 7

- (a) The wages, fees or salaries of any designated employee of a sending counterpart organization to the extent such wages, fees or salaries are received in connection with the performance of authorized functions, shall be exempt from taxation imposed by the central or local authorities of the jurisdiction in which the receiving counterpart organization is headquartered.
- (b) Wages, salaries and fees paid by the sending counterpart organization to its designated employees shall not be subject to withholding for purposes of taxation by the central or local authorities of the jurisdiction in which the receiving counterpart organization is headquartered. The sending counterpart organization and its designated employees, shall be exempt from making contributions for unemployment or similar insurance, social security, or other programs adopted by the central or local authorities of the jurisdiction in which the receiving counterpart organization is headquartered.
- (c) Unless such immunity be expressly waived, the primary and subsidiary offices of the sending counterpart organization shall be immune from forced entry and search and, if owned by such organization, shall also be immune from attachment, execution, requisition, expropriation or any other form of seizure or confiscation. Physical movable property (including means of transport) used for the purposes of the primary office shall be immune from forced entry and search and, if owned by such organization, shall also be immune from attachment, execution, requisition, expropriation or any other form of seizure or confiscation. Financial assets and bank accounts used for the purposes of the primary and subsidiary offices shall be immune from attachment, execution, requisition, or any other form of seizure or confiscation. The archives and documents of the sending counterpart organization shall be inviolable at all times and wherever they may be.
- (d) Real property used for the performance of the sending counterpart organization's authorized functions and for which the counterpart organization would be liable for payment of taxes shall be exempt from central and local taxation of the jurisdiction in which the receiving counterpart organization is headquartered. The property, income, operations, and other transactions of the sending counterpart organization shall be exempt from taxation by the central and local authorities of the jurisdiction in which the receiving counterpart organization is headquartered. The exemptions provided in this article, however, shall not apply to any property which is not used for the purposes of the sending counterpart organization or successor organizations.
- (e) Designated employees of each sending counterpart organization shall be immune from suit and all legal processes relating to acts performed by them within the scope of their authorized

functions, unless such immunity is specifically waived by the sending counterpart organization in accordance with article 9.

- (f) The receiving counterpart organization shall undertake to ensure that the primary and subsidiary offices of the sending counterpart organization and the designated employees of the sending counterpart organization shall be exempt from payment of central and local sales, value added, or other similarly imposed consumption taxes, except those normally included in the price of goods and services. This exemption shall not, however, extend to charges for specific services rendered.
- (g) The receiving counterpart organization shall undertake to ensure that the primary and subsidiary offices of the sending counterpart organization and the designated employees of the primary office of a sending counterpart organization shall be exempt from all taxes and dues imposed by central or local authorities of the jurisdiction in which the receiving counterpart organization is headquartered in connection with the ownership or operation of a motor vehicle. The receiving counterpart organization shall undertake to ensure that the primary and subsidiary offices of the sending counterpart organization and designated employees of such offices shall also be exempt from payment of central excise taxes on gasoline, diesel fuel and lubricating oil.
- (h) A sending counterpart organization and its designated employees and their immediate families forming part of their households, except nationals or permanent residents of the jurisdiction in which the receiving counterpart organization is headquartered, shall be entitled, insofar as customs duties, customs clearance, and internal revenue taxes imposed by reason of importation of baggage and effects, as well as laws regulating entry into and departure from the jurisdiction in which the receiving counterpart organization is headquartered, alien registration and fingerprinting, and registration of foreign agents are concerned, to the privileges, exemptions and immunities equivalent to those accorded under similar circumstances in the United States to public international organizations, their officers and employees as well as members of their families.
- (i) With respect to the treatment of authorized communications and imposition of taxes for authorized communications, a sending counterpart organization shall be entitled to privileges, exemptions and immunities equivalent to those accorded a public international organization in the United States.

Article 8

In addition to the privileges, exemptions and immunities described in paragraph (e) of article 7 of this agreement:

- (a) Designated employees of a primary office shall enjoy immunity from the criminal jurisdiction of the central and local authorities in the jurisdiction in which the receiving counterpart organization is headquartered.
- (b) Designated employees of a primary office shall not be liable to any form of arrest or detention. Central and local authorities in the jurisdiction in which the receiving counterpart organization is headquartered shall treat all designated employees of a primary office with due respect and shall take all appropriate steps to prevent any attack on their person, freedom or dignity.

- (c) Designated employees of a primary office shall not be obliged to give evidence as a witness in criminal, civil, administrative, or other proceedings.
- (d) The private residence of designated employees of a primary office shall be immune from forced entry and search, and if such residence is owned by the sending counterpart organization, shall also be immune from attachment, execution, requisition, expropriation or any other form of seizure or confiscation.
- (e) The papers, correspondence, and property of a designated employee of a primary office shall not be subject to forced entry, search, attachment, execution or any other form of seizure or confiscation by the central or local authorities of the jurisdiction in which the receiving counterpart organization is headquartered: (1) in matters involving the exercise of criminal jurisdiction; and (2) in matters involving the exercise of civil or administrative jurisdiction if related to acts performed within the scope of such individual's authorized functions. The baggage and household goods of a designated employee shall not be exempt from inspection upon entry and exit from the jurisdiction in which the receiving counterpart organization is headquartered.
- (f) The immediate family members of a designated employee of a primary office forming part of his or her household, except nationals or permanent residents of the jurisdiction in which the receiving counterpart organization is headquartered, shall enjoy the same immunity from criminal jurisdiction and arrest and detention as the designated employee.
- (g) The head of a subsidiary office and one designated deputy head of such office shall not be liable to arrest or detention pending trial, except in the case of a criminal offense punishable by one year or more in prison and pursuant to a decision by the competent judicial authority.
- (h) Central and local authorities in the jurisdiction in which the receiving counterpart organization is headquartered shall treat all designated employees of a subsidiary office with due respect and shall take all appropriate steps to prevent any attack on their person, freedom or dignity.
- (i) Designated employees of a subsidiary office may be called upon to attend as witnesses in the course of judicial or administrative proceedings.
 - i. Such employees shall not, except with respect to matters falling within the scope of paragraph (e) of article 7, decline to give evidence.
 - ii. Such employees are under no obligation to give evidence concerning matters connected with the exercise of their functions or to produce official correspondence and documents relating thereto.
 - iii. Such employees are also entitled to decline to give evidence as expert witnesses with regard to the law of the jurisdiction in which they are headquartered.
 - iv. If an employee described above should decline to provide evidence, no coercive measure or penalty may be applied to such person.

Article 9

- (a) With respect to privileges and immunities set forth in articles 7 and 8 of this agreement enjoyed by designated employees of a primary office, the head or acting head of that primary office or of that organization's headquarters office may waive such privileges and immunities.

- (b) With respect to privileges and immunities set forth in articles 7 and 8 enjoyed by designated employees of a subsidiary office, the head or acting head of that subsidiary office or primary or headquarters offices may waive such privileges and immunities.
- (c) With the exception of paragraph (d), below, a waiver of any of the privileges, exemptions and immunities provided in this agreement shall in all cases be express.
- (d) The initiation of proceedings by designated employees of a counterpart organization in a matter in which he or she might enjoy immunity from civil jurisdiction under this agreement shall preclude his or her invoking immunity from such jurisdiction in respect of any counterclaim directly connected with the principal claim.
- (e) The waiver of immunity from jurisdiction for purposes of civil or administrative proceedings shall not be deemed to imply a waiver of immunity from the measures of execution resulting from the judicial decision; in respect of such measures, a separate waiver shall be necessary.

Article 10

This agreement shall replace the Agreement on privileges, exemptions and immunities between the American Institute in Taiwan and the Coordination Council for North American Affairs, signed at Washington, D.C., October 2, 1980.

Article 11

This agreement may be modified at any time by mutual consent.

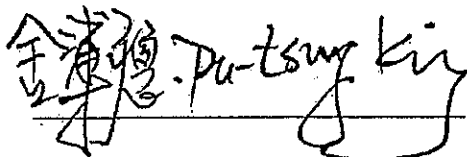
Article 12

This agreement is effective on the date of signature and will remain in effect indefinitely. It may, however, be terminated by either party upon one year's prior written notice to the other party or, otherwise, by mutual agreement.


IN WITNESS WHEREOF the undersigned duly authorized for this purpose have signed this agreement.

DONE at Washington, D.C., on this 4th day of February, 2013, in the English and Chinese languages, each text being equally authentic.

For the Taipei Economic and
Cultural Representative Office in the
United States:

 Pu-tsun King

For the American Institute in Taiwan:

 Barbara J. Schuyler