

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE OFFICE IN  
THE UNITED STATES  
AND  
THE AMERICAN INSTITUTE IN TAIWAN  
ON  
INTELLECTUAL PROPERTY RIGHTS ENFORCEMENT COOPERATION**

**駐美國臺北經濟文化代表處與美國在臺協會智慧財產權執法合作備忘錄**

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

駐美國臺北經濟文化代表處(“TECRO”) 與美國在臺協會(“AIT”)，以下共同稱為「締約雙方」，

Seeking to strengthen cooperation to combat intellectual property infringement and trade fraud crimes;

為強化合作以打擊智慧財產權侵權及貿易詐欺犯罪；

Recognizing the roles of TECRO’s designated representatives, the Department of Prosecutorial Affairs and the Investigation Bureau of the Ministry of Justice; the Intellectual Property Branch of the Taiwan High Prosecutors Office; the Customs Administration of the Ministry of Finance; the National Police Agency of the Ministry of the Interior; and the Intellectual Property Office of the Ministry of Economic Affairs; and AIT’s designated representative, the U.S. Department of Homeland Security, U.S. Immigration and Customs Enforcement, Homeland Security Investigations (ICE HSI), in enforcing intellectual property rights and trade fraud laws; and

認知駐美國臺北經濟文化代表處之指定代表：法務部檢察司與調查局；台灣高等法院檢察署智慧財產分署；財政部關務署；內政部警政署；及經濟部智慧財產局；及美國在臺協會之指定代表：美國國土安全部美國移民暨海關執法局之國土安全調查處(ICE HSI)於智慧財產權與貿易詐欺法規之執法角色；以及

Considering the importance of safeguarding public health and safety by impeding the distribution of often harmful counterfeit consumer goods,

鑑於藉由阻斷通常有害的仿冒消費品之散布，以捍衛公共健康與安全之重要性，

Have reached the following understanding:

達成下列共識：

## 1. PURPOSE

The Participants, through their designated representatives, intend to enhance cooperative investigative responses to violations of intellectual property rights laws and trade fraud laws, and work together to share best practices, techniques, and information.

### 1. 目的

締約雙方願意藉由其指定代表，加強智慧財產權法規及貿易詐欺法規違法行為之執法合作調查，並分享最佳實務、技術與資訊。

## 2. SCOPE

Assistance under this Memorandum of Understanding (MOU) is intended to be consistent with each Participant's authorities and within the limits of their resources. No provision of this MOU should be interpreted in a manner that would affect practices relating to mutual assistance and cooperation that already are in place between the Participants. This MOU is not a legally binding agreement, but it is an expression of the intent of the Participants.

### 2. 範圍

依據本備忘錄之協助旨在與各締約方主管機關之職權相符，並在其資源限制之範圍內。本備忘錄之規定，不得影響締約雙方間既有之互助及合作實務。本備忘錄不具法律拘束力，僅為締約雙方意願之表示。

## 3. DEFINITIONS

For the purposes of this MOU:

- A. "Trade fraud laws" mean the laws, regulations, policies, or other governing directives relating to the enforcement or investigation of customs violations in

the territory of the authorities represented by TECRO or in the territory of the authorities represented by AIT, including, but not limited to: false invoicing; false claims of country of origin and illicit transshipment; false markings/labeling, misclassification, misdescription, and under- or over-valuation; import and export smuggling; and duty evasion.

- B. “Intellectual property rights laws” means the laws, regulations, policies, or other governing directives relating to intellectual property that are enforced, investigated, or administered by the designated representatives of the Participants in the territory of the authorities represented by TECRO or in the territory of the authorities represented by AIT.
- C. “Information” means any data, whether or not processed and analyzed, and documents, reports, and other communications in any format, including electronic, certified, or authenticated copies thereof.

### 3. 定義

在本備忘錄中：

- A. 「貿易詐欺法規」係指駐美國臺北經濟文化代表處代表之主管機關其管轄領域內或美國在臺協會代表之主管機關其管轄領域內，有關關務違法行為執法或調查之法律、規定、政策或其他作業要點，包括但不限於偽造發票；虛報原產地及非法轉口；標示或標籤不實、稅則分類不實、貨品描述不實及價值低估或高估；進出口走私；及逃漏稅。
- B. 「智慧財產權法規」係指於駐美國臺北經濟文化代表處代表之主管機關其管轄領域或美國在臺協會代表之主管機關其管轄領域內，由締約雙方之指定代表執行、調查或管理有關智慧財產之相關法律、規定、政策或其他作業要點。
- C. 「資訊」係指無論是否經處理和分析之任何資料，及以任何格式所為之文件、報告和其他通訊內容，包括電子形式、經驗證或認證之複本。

### 4. ROLES AND FUNCTIONS

To achieve the objectives of this MOU, the Participants, through their designated representatives, intend to:

- A. Exchange best practices in investigative trends and enforcement methodology and techniques;
- B. Promote information sharing to enhance law enforcement cooperation relating to intellectual property infringement and trade fraud to stabilize economies, protect public health and safety, and undermine criminal organizations;
- C. Collaborate on training to combat violations of intellectual property rights laws and trade fraud laws, as appropriate;
- D. Share best practices with a specific focus on health and safety issues surrounding violations of intellectual property rights laws;
- E. Expand and improve knowledge on combatting the import, export, and trafficking in counterfeit merchandise, the reproduction and distribution of pirated copyrighted works, and holding violators accountable; and
- F. Exchange information and engage in other cooperative projects as mutually identified by the Participants to support law enforcement efforts relating to intellectual property infringement and trade fraud.

#### 4. 角色與職能

為達成本備忘錄之目標，締約雙方願意藉由其指定代表：

- A. 交換調查趨勢及執法方法論與技術之最佳實務；
- B. 推動資訊分享以強化有關智慧財產侵權及貿易詐欺之執法合作，以穩定經濟、保護公共健康與安全，並削弱犯罪組織；
- C. 適當時，進行訓練合作，以打擊智慧財產權法規及貿易詐欺法規違法行為；
- D. 分享最佳實務，並著重於與智慧財產權法規違法行為有關之健康及安全議題；
- E. 擴充並加強打擊仿冒商品進口、出口與不法交易，著作權盜版物之重製與散佈，及追究違法者責任之知能；及
- F. 交換資訊並進行締約雙方認同之其他合作計畫，以支持有關智慧財產侵權及貿易詐欺之執法作為。

## 5. COOPERATION AND COORDINATION

- A. All requests for assistance under this MOU should be made through the points of contact of the designated representatives identified in Section 9 below.
- B. Participants, through their designated representatives, intend to use their best efforts to fulfill the requests of the other Participant under this MOU.
- C. It is understood that where a requested Participant, through its designated representative, determines that granting assistance may infringe upon its security, or be contrary to public policy or other substantive public interest, or it would interfere with an ongoing or anticipated investigation, prosecution, or other proceeding, the requested Participant, through its designated representative, may decline to provide its assistance, in whole or in part, may postpone its assistance, or stipulate that its provision of assistance may be dependent upon the fulfillment of certain conditions.
- D. In the event that a request is denied in whole or in part, or postponed, the designated representative of the requesting Participant should be promptly notified.

## 5. 合作與協調

- A. 依據本備忘錄所為之所有協助請求，應透過第 9 條所列指定代表之聯絡點進行。
- B. 締約雙方願意藉由其指定代表，盡最大努力達成締約他方依據此備忘錄所提出之請求。
- C. 締約雙方了解，當受請求之締約方藉由其指定代表，認定提供協助可能危及其安全，或違反公共政策或其他重要公共利益，或可能妨礙進行中或即將進行之調查、起訴或其他程序，則受請求之締約方藉由其指定代表，得拒絕提供全部或一部之協助、延後提供協助或指明提供協助所需之特定條件。
- D. 當請求之全部或一部被拒絕或延後，應即通知請求之締約方之指定代表。

## 6. INFORMATION SHARING

- A. The Participants, through their designated representatives, should maintain in confidence all information provided to them under this MOU. Information obtained under this MOU should only be used or disclosed for the purposes specified herein. Except as discussed in Section 6(B) below, such information should not be used or disclosed by the requesting Participant or its designated representative for other purposes or to third parties unless the requested Participant, through its designated representative, expressly approves such use or disclosure in writing.
- B. Nothing in this MOU is intended to preclude the issue or disclosure of information by the receiving Participant or its designated representative to the extent that there is an obligation to do so under applicable laws, regulations, policies, procedures, and other governing directives. The receiving Participant, through its designated representative, should give advance notice of any such proposed disclosure to the designated representative of the providing Participant.
- C. The Participants, through their designated representatives, share the understanding that, under this MOU, they are being provided access to sensitive law enforcement information and are expected to apply appropriate standards with respect to the handling and safeguarding of the information received, commensurate with the sensitivity of such information. In particular, each Participant, through its designated representative, is expected to maintain any personally identifiable information received in accordance with applicable laws and policies and to use recognized security mechanisms such as passwords, encryption, or other reasonable safeguards to prevent unauthorized access.
- D. Information obtained under this MOU should be retained only as long as necessary to carry out the purposes stated in this MOU and in accordance with the laws, regulations, policies, procedures, and other governing directives applicable to the receiving Participant or designated representative and is expected to be disposed of thereafter.
- E. The Participants, through their designated representatives, intend to provide notification in writing as soon as possible, after any apparent accidental or unauthorized access, use, disclosure, modification or disposal of information received under this MOU, and as soon as practicable after becoming aware of the security breach, to furnish all necessary details of the accidental or

unauthorized access, use, disclosure, modification, or disposal of that information.

- F. The Participants, through their designated representatives, intend to provide notification of any errors discovered in information shared under this MOU as soon as practicable. The Participants, through their designated representatives, are expected to take appropriate action with regard to any request for additions, deletions, or corrections to the information, including in any disseminated products that contain such information. The Participants, through its designated representatives, intend to locate and correct any such records as soon as is practicable, but no later than ten (10) working days from the date of notification of error.

## 6. 資訊分享

- A. 締約雙方藉由其指定代表，應維護依據本備忘錄而取得所有資訊之機密性。依據本備忘錄取得之資訊僅得依本備忘錄明定之目的使用或揭露。除第 6 條 B 項所述情形外，除非受請求之締約方藉其指定代表，明確以書面表示同意該使用或揭露，請求之締約方或其指定代表不得對該資訊作其他目的之使用或向第三人揭露。
- B. 本備忘錄無意排除接受資訊之締約方或其指定代表對於資訊之發行或揭露，倘其依適用之法律、規定、政策、程序或其他作業要點而負有該作為之義務。該接受資訊之締約方藉由其指定代表，應事先將該預定揭露之內容通知提供資訊締約方之指定代表。
- C. 締約雙方藉由其指定代表，共同認知其係依據本備忘錄而得以接觸機敏性執法資訊，並被期待對於所取得資訊之處理與保護，應適用與該資訊機敏程度相當之標準。尤其各締約方藉由其指定代表，被期待應依據適用之法律及政策維護任何取得之個人識別資訊，並使用受認可之安全機制，例如密碼、加密或其他合理保護措施，以防止未經授權接觸資訊。
- D. 依據本備忘錄取得之資訊，僅得於執行本備忘錄所定目的所需之時間，並符合接受資訊締約方或指定代表所適用之法律、規定、政策、程序和其他作業要點之規定下予以保留，並應在之後予以移除。

- E. 締約雙方願意藉由其指定代表，於依據本備忘錄取得之資訊發生明顯意外或未授權之接觸、使用、揭露、修改或移除等情形，儘速向締約他方發出書面通知，並於察覺該安全破壞後，儘速於可行時，提供與該資訊之意外或未經授權之接觸、使用、揭露、修改或移除之所有必要細節。
- F. 締約雙方藉由其指定代表，對於依據本備忘錄所分享之資訊，願意於察覺任何錯誤時於可行時儘速通知締約他方。締約雙方藉由其指定代表，被期待應對於任何有關該資訊所為之新增、刪除、更正之請求採取適當行動，包括已散佈產品含有該資訊之情形。締約雙方藉由其指定代表，願意於可行時儘速找出錯誤處並更正該紀錄，且不得晚於接受錯誤通知後的 10 個工作天。

## 7. FUNDING

Each Participant and its designated representative are responsible for their own costs incurred in performing the work under this MOU. This MOU is not an obligation or commitment of funds nor does it serve as a basis to transfer of funds. Expenditures are subject to the Participants' budgetary processes and availability of funds consistent with applicable laws and regulations. The Participants expressly acknowledge that this MOU in no way implies that funding is required to be made available for such expenditures or that the United States Congress will appropriate funds for such expenditures.

## 7. 經費

各締約方及其指定代表對其因執行本備忘錄之工作所產生之費用自行負擔。本備忘錄並非經費之義務或承諾，亦不作為移轉經費之依據。費用由締約雙方所適用法律及規定之預算程序與可用經費決定。締約雙方明確瞭解本備忘錄並無須為該費用編列經費之意，或美國國會將為該費用提撥經費之意。

## 8. DURATION AND MODIFICATION

- A. Activities under this MOU are to begin on the date of its signature by both Participants.
- B. The Participants may modify this MOU through mutual written consent.



- C. Either Participant may discontinue participation in this MOU at any time, but should endeavor to provide at least 30 days written notice to the other Participant through the points of contact of the designated representatives identified in Section 9 below.
- D. If participation in this MOU is discontinued by either Participant, ongoing activities undertaken as a result of this MOU should be completed, as appropriate, consistent with this MOU.
- E. Participants and their designated representatives should continue to observe the protections afforded to information exchanged as a result of participation in this MOU even after activities under this MOU have discontinued.

## 8. 存續期間與修改

- A. 依據本備忘錄所為之行動，將自締約雙方簽署本備忘錄之日開始。
- B. 締約雙方得經由雙方書面同意修改本備忘錄。
- C. 任一締約方得隨時退出本備忘錄，惟應盡力於至少三十日前以書面透過第 9 條所列指定代表之聯絡點通知締約他方。
- D. 如任一締約方退出本備忘錄，依據本備忘錄所採取而尚在進行之行動，適當時，應依本備忘錄執行完畢。
- E. 依據本備忘錄進行之行動停止後，締約雙方及其指定代表仍應繼續遵守對於所有因參與本備忘錄而交換資訊之保護。

## 9. POINTS OF CONTACT

- A. Participants, through their designated representatives, should identify points of contact for the purposes of exchanging information under this MOU and update such contacts as necessary.
- B. Points of Contact

- i. The Intellectual Property Branch of the Taiwan High Prosecutors Office
- ii. HSI Attaché Office, in Hong Kong

9. 聯絡點

A. 締約雙方藉由其指定代表，為本備忘錄交換資訊之目的應指明聯絡點，並依需要更新聯絡資訊。

B. 聯絡點

- i. 臺灣高等法院檢察署智慧財產分署
- ii. 國土安全調查處香港辦公室

Signed at Washington, DC, on February 22, 2017, in duplicate.

2017 年 2 月 22 日於華盛頓哥倫比亞特區簽署，一式兩份。

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

駐美國臺北經濟文化代表處

李光章(James K.J. Lee)

Deputy Representative  
副代表

For the American Institute in Taiwan:

美國在臺協會

John J. Norris, Jr.(羅瑞智)

Managing Director  
執行理事