

CHAPTER 23
GENERAL PROVISIONS

Article 1
Application

1. This Agreement shall apply to the Separate Customs Territory of Taiwan, Penghu, Kinmen and Matsu.
2. This Agreement shall apply to the territory of New Zealand, but shall not include Tokelau.
3. Each Party is fully responsible for the observance of all provisions in this Agreement and shall take such reasonable measures as may be available to it to ensure their observance by its regional and local governments and authorities, and non-governmental bodies (in the exercise of governmental powers delegated to them).

Article 2
Disclosure of Information

Nothing in this Agreement shall be construed to require either Party to furnish or allow access to information, the disclosure of which it considers would:

- (a) be contrary to the public interest as determined by its law;
- (b) be contrary to any of its legislation, including those protecting personal privacy or the financial affairs and accounts of individual customers of financial institutions;

(c) impede law enforcement; or

(d) prejudice legitimate commercial interests of particular enterprises, public or private.

Article 3

Relation to Other International Agreements

1. Nothing in this Agreement shall derogate from the existing rights and obligations of a Party under the WTO Agreement or any other international agreement to which it is a party.
2. In the event of any inconsistency between this Agreement and any other agreement to which both Parties are party, the Parties shall immediately consult with each other with a view to finding a mutually satisfactory solution in accordance with customary rules of public international law.

Article 4

Succession of International Agreements

Where this Agreement refers to or incorporates any other international agreement, it shall apply in the same way to any amendments or successor international agreements to which the Parties are party, unless the Parties otherwise agree.

Article 5
Confidentiality

Where a Party provides information to the other Party in accordance with this Agreement and designates the information as confidential, the other Party shall maintain the confidentiality of the information. Such information shall be used only for the purposes specified, and shall not be otherwise disclosed without the specific permission of the Party providing the information, except to the extent that the Party receiving the information is required under its domestic law to provide the information, including for the purpose of judicial proceedings.

Article 6
Financial Provisions

Any cooperative activities envisaged or undertaken under this Agreement shall be subject to the availability of resources and to the domestic law and policies of the Parties. Costs of cooperative activities shall be borne in such manner as may be mutually determined from time to time between the Parties.