

**Full Text of Cross-Strait Agreement Signed Between SEF and ARATS
Concerning Mainland Tourists Traveling to Taiwan**

For the purpose of increasing contacts between people across the Strait and promoting tourism across the Strait, the Straits Exchange Foundation (“SEF”) and the Association for Relations Across the Taiwan Strait (“ARATS”), after negotiations based on an equal footing, hereby agree on the following matters relating to the visits to Taiwan by Mainland tourists:

Article 1. Liaison Bodies

1. Communications and implementation of matters relating to this Agreement shall be handled by and between the Taiwan Strait Tourism Association (“TSTA”) and the Cross-Strait Tourism Exchange Association (“CTEA”).
2. Communications regarding amendments to this Agreement or other related matters shall be handled by the SEF and the ARATS.

Article 2. Travel Arrangements

1. Parties agree that Mainland tourists shall travel to Taiwan in groups. Tourists shall enter into, visit, and exit from Taiwan in groups.
2. Parties agree that the negotiation and adjustment regarding the number of persons in a group, the average maximum number of tourists per day, stay period, the method of departure and return, and other related matters shall be governed by the principles of reliability, security, and gradual progress after taking into account the overall circumstances. Specific arrangements are set forth in Annex 1.

Article 3. Honest Travel

Parties shall jointly supervise travel agencies to ensure their honest operation and services, prohibiting misconducts such as “below-cost operation.” Parties shall also promote high-quality tourism and jointly enhance dissemination of tourism-related information to tourists.

Article 4. Protection of Rights and Interests

1. Parties shall take active measures to simplify entry/exit procedures, facilitate tourists' visits, and protect the rights and interests as well as safety of the tourists.
2. Parties agree to set up their respective emergency coordination and management mechanism and shall cooperate to resolve risks. Parties shall handle travel disputes, emergencies, and unexpected events, etc. promptly and properly and fulfill the notification obligation.

Article 5. Tour Operators and Tourist Reception Agencies

1. Parties shall set forth their own regulations governing the tour operators and the tourist reception agencies, and qualification of tour managers and tour guides. Parties shall provide to each other the list containing the aforesaid information in writing.
2. A business cooperation contract shall be signed by and between the tour operator and the tourist reception agency, and each of them shall respectively report to the competent authorities for file and operate business in accordance with applicable laws and regulations.
3. The tour operators and the tourist reception agencies shall procure various types of insurance for tourists during the trip, such as medical insurance, life insurance, aviation insurance and other necessary insurance in line with the market practice.
4. Where tourists' rights and interests or safety are jeopardized or impaired, the tour operators and the tourist reception agencies shall actively deal with related issues in a timely, effective, and proper manner.
5. Parties shall respectively deal with travel agencies that impair tourists' rights.
6. Parties shall direct and supervise the tour operators and the tourist reception agencies to ensure that they would protect tourists' rights and undertake the responsibility of assuring travel safety in accordance with the contract.

Article 6. Travel Procedures

The tour operators and the tourist reception agencies shall respectively handle the travel-related procedures for tourists and verify such procedures each other. Tourists shall hold valid documents and enter and exit in groups.

Article 7. Overstay

Parties agree to set up mechanisms to deal with overstay issues. Parties shall notify each other promptly and assist the tourists in returning their home country after taking into account specific situations and verifying the identity of such tourists. Parties shall not refuse to send back or accept such tourists.

Article 8. Mutual Establishment of Representative Offices

Parties agree to set up offices to deal with tourism-related matters so as to provide efficient, convenient, and effective services to tourists.

Article 9. Performance of and Amendment to the Agreement

1. Parties shall comply with this Agreement. The Annexes to this Agreement shall have the same effect as this Agreement.
2. This Agreement shall be amended only with both Parties' consents and shall be confirmed in writing.

Article 10. Disputes Resolution

Any disputes arising from this Agreement shall be resolved by Parties' prompt negotiation.

Article 11. Matters not Mentioned in the Agreement

Matters not mentioned in this Agreement shall be separately discussed and resolved by Parties in an appropriate manner.

Article 12. Effective Date

This Agreement shall become effective 7 days after signature by the Parties.
This Agreement was signed on June 13 in four original copies, with each party keeping two copies.

Annex I: Specific Arrangements Concerning Cross-Strait Tourism

Annex II: Rules Governing Cross-Strait Tourism Cooperation

Straits Exchange Foundation

**Association for Relations Across the
Taiwan Strait**

Chairman

Chairman

Chiang Pin-Kung

Chen Yunlin

【Note: In case of any discrepancy between the Chinese and English texts, the Chinese text shall govern.】

Annex I

Specific Arrangements Concerning Cross-Strait Tourism

Pursuant to Article 2 of this Agreement, the Parties hereby agreed on specific arrangements as follows:

1. The maximum quota of tourists received by the party responsible for tourist reception shall not exceed the average of 3,000 persons per day. The actual number of tourists that will be arranged by the tour operator will depend on market needs. Parties may adjust the aforesaid quota in the second year through negotiations if necessary.
2. Each group shall consist of a minimum of ten persons and forty persons at the maximum.
3. Each group shall stay in Taiwan for a maximum of ten days, starting from the next day of their entry into Taiwan.
4. Travel to Taiwan shall be officially implemented on July 18. The first group traveling to Taiwan shall be dispatched on July 4.

【Note: In case of any discrepancy between the Chinese and English texts, the Chinese text shall govern.】

Annex II

Rules Governing Cross-Strait Tourism Cooperation

Pursuant to Articles 4, 5 and 7 of this Agreement, travel agents of both sides of the Strait shall comply with the following provisions:

1. The list of information about the tour operators and the tourist reception agencies provided by the TSTA and the CTEA shall include names of the travel agencies, responsible persons, addresses, telephone numbers, fax numbers, e-mail addresses, contact persons and their mobile phone numbers. If there is any change to the aforesaid information about the tour operators or the tourist reception agencies, the concerned Party shall promptly inform the other Party in writing.
2. The TSTA shall establish a consultation and complaint hotline to provide consultation to tourists and receive their complaints.
3. The TSTA and the CTEA are the liaison bodies handling travel dispute, overstay issues, emergencies and unexpected events. Both associations shall set up their respective emergency coordination and management mechanism to communicate promptly and cooperate with each other, so as to properly resolve problems arising during the trip to Taiwan.
4. The tour operators shall provide the list of tourists and other relevant information to the tourist reception agencies. The tour operators shall be responsible for assigning tour managers in each group, whereas the tourist reception agencies shall be responsible for assigning tour guides for the group. Any problem arising during the trip shall not only be properly handled by tour managers and tour guides through joint negotiations, but it shall also be reported to the tour operators and the tourist reception agencies respectively.
5. The Party responsible for tourist reception shall provide the tour operators with the reference prices concerning travel expenses.
6. The tourist reception agencies shall not lead or organize tourists to participate

in activities involving gambling, pornography, drugs or others which would undermine cross-strait relations.

7. Neither the tour operators nor the tourist reception agencies shall transfer tourist quotas or groups to any other third party. The tourist reception agencies shall not receive tourists who are not associated with the tour operators or who hold different documents. Violation of this provision shall be addressed by both sides of the Strait separately.
8. Any Mainland tourist failing to return to his/her home country within the prescribed time shall be deemed as having overstayed in Taiwan. Tourists who have overstayed in Taiwan due to force majeure such as natural disasters, serious illness, emergencies, unexpected events, or social disorder shall return to their home country together with other tourist groups under arrangements made by the tourist reception agencies and the tour operators. For tourists who have overstayed in Taiwan without any justification, if their violation is minor, they shall return to their home country together with other tourist groups under arrangements made by the tourist reception agencies and the tour operators. For tourists who have intentionally overstayed in Taiwan for non-tourism purposes, if their violation is serious, the TSTA and the CTEA will contact the relevant authorities of both sides across the Strait to make arrangements to send them back to their home country through other channels. In the event that some other procedures should be fulfilled, overstayed tourists of this kind shall be sent back as soon as the required procedures are completed.
9. Tourists who have overstayed shall be liable for their own transportation expenses and other expenses incurred during their overstay period or due to their repatriation back to their home country. If such tourists are unable to pay the aforesaid expenses, the tourist reception agencies shall pay for them first and be reimbursed by the tour operators after presenting relevant receipts and documents within 30 days after such tourists have been sent back. The tour operators may hold such overstayers liable for reimbursement.

【Note: In case of any discrepancy between the Chinese and English texts, the Chinese text shall govern.】

【Source: News Release issued by the Straits Exchange Foundation】