

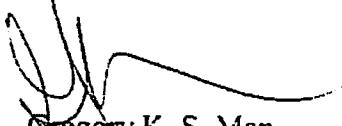
Agreement of the Department of Defense of the United States of America to Assume the Responsibilities of the Designated Representative of the American Institute in Taiwan Under the Agreement Between the American Institute in Taiwan and the Taipei Economic and Cultural Representative Office in the United States Concerning Exchange of Research and Development Information

The Department of Defense of the United States of America agrees to act as the Designated Representative for the American Institute in Taiwan (AIT) and to assume all the responsibilities of the Designated Representative for AIT under the Agreement Between the American Institute in Taiwan and the Taipei Economic and Cultural Representative Office in the United States Concerning Exchange of Research and Development Information.


Done at Washington, D.C., this Fourth day of August, 2001

For the American Institute in Taiwan

For the Department of Defense of the United States of America


Gregory K. S. Man
(Name)

Director, Political-Military Affairs
(Title)


Bruce C. Bade
(Name)

Director, Pacific Armaments Cooperation,
Office of the Under Secretary of Defense
(Acquisition, Technology and Logistics)
(Title)

**LETTER OF
AGREEMENT
BETWEEN**

THE AMERICAN INSTITUTE IN TAIWAN

AND

**THE TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE OFFICE
IN THE UNITED STATES**

CONCERNING

EXCHANGE OF

RESEARCH AND DEVELOPMENT INFORMATION

(Short Title: AIT and TECRO Master Information Exchange Letter of Agreement)

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PREAMBLE

The Taiwan Relation Act of April 10, 1979, Public Law 96-8, 22 U.S.C. § 3301 et seq., authorizes agencies of the United States Government to perform services for the American Institute in Taiwan (AIT).

Accordingly, the Department of Defense of the United States of America (U.S. DoD) is the designated representative of the AIT, and the Ministry of National Defense of Taiwan (Taiwan MND) is the designated representative of the Taipei Economic and Cultural Representative Office in the United States (TECRO). AIT and TECRO are hereinafter referred to as the "Parties" and U.S. DoD and Taiwan MND are hereinafter referred to as the "Designated Representatives." The Parties and Designated Representatives:

having a common interest in defense;

recognizing the benefits of exploring opportunities for and promoting future international research, development, test, and evaluation (RDT&E);

desiring to nurture relationships between the technical communities of the U.S. DoD and Taiwan MND;

recognizing the importance of protecting the rights of owners of proprietary information; and

having independently conducted research and development (R&D) of the applications of various technologies, recognize the benefits of cooperation in the mutual exchange of R&D information;

Have agreed as follows:

ARTICLE I

DEFINITION OF TERMS AND ABBREVIATIONS

Authorities	Government officials listed in this Letter of Agreement authorized to act on behalf of the Parties and Designated Representatives in matters pertinent to this Letter of Agreement.
Annex Authorities	Government officials listed in this Letter of Agreement authorized to act on behalf of the Parties and Designated Representatives in matters pertinent to implementation of this Letter of Agreement or Annexes thereto.
Classified Information	Official information that requires protection in the interests of national security and is so designated by the application of a security classification marking. This information may be in oral, visual, magnetic, or documentary form or in the form of equipment or technology.
Controlled Unclassified Information	Unclassified information to which access or distribution limitations have been applied in accordance with applicable laws or regulations. Whether this information is provided or generated under this Letter of Agreement, the information shall be marked to identify

its "in confidence" nature. It could include information, which has been declassified, but remains controlled.

Contractor Support Personnel	Persons who are under contract to provide administrative and professional support services to the Parties and Designated Representatives.
Designated Security Authority (DSA)	Security office approved by Authorities to be responsible for the security aspects of this Letter of Agreement.
Establishments	Government organizations listed in an Information Exchange Annex that provide, or have an interest in, R&D Information to be exchanged.
Information Exchange Annex (IEA)	An Annex established under the provisions of this Agreement to exchange R&D Information of mutual interest concerning specified technology areas or categories of weapons.
Liaison Officers (LOs)	Representatives of the Parties (normally personnel accredited to missions or their equivalent) or Designated Representatives who may assist Annex Authorities, Technical Project Officers (TPOs) and Establishments in IEA-related efforts. This does not include representatives of one Party or Designated Representative who are assigned on a temporary basis to work in organizations of the other Party or Designated Representative except where such representatives have been assigned for the purposes of a specific IEA.
Production Information	Designs, drawings, chemical and mathematical equations, specifications, models, manufacturing techniques, software source code and related information (excluding R&D Information) necessary to manufacture or substantially upgrade military materiel and munitions.
Research & Development (R&D) Information	Any research and development knowledge, which can be communicated by any means, regardless of form or type including, but not limited to, scientific, technical, business, or financial nature whether or not subject to copyright, patent, or other legal protection.
Technical Project Officers (TPOs)	Representatives of government organizations who are specifically authorized to exchange R&D Information under an IEA.
Third Party	A government other than a Party or Designated Representative and any person or other entity whose government is not of the Party or Designated Representative.

ARTICLE II

OBJECTIVE AND SCOPE

2.1. The objective of this Letter of Agreement is to conduct reciprocal, balanced exchanges of R&D Information of mutual interest to the Parties and Designated Representatives.

2.2. The Parties and Designated Representatives may exchange R&D Information under this Letter of Agreement upon conclusion of individual IEAs. Each IEA shall specify the scope of R&D Information, which may be exchanged. Exchanges of R&D Information under each IEA shall be on a reciprocal, balanced basis such that the R&D Information exchanged between the Parties and Designated Representatives shall be of approximately equivalent value, quantitatively and qualitatively, within each IEA to this Letter of Agreement.

2.3. Each IEA, upon conclusion, shall form an integral part of this Letter of Agreement. Each IEA shall generally conform to the model provided in Appendix 1. Each IEA shall:

- 2.3.1. specify the scope of R&D Information exchange;
- 2.3.2. identify the Annex Authorities, TPOs and Establishments;
- 2.3.3. specify any applicable special disclosure and use provisions, when necessary;
- 2.3.4. specify the highest level of classification of Classified Information which may be exchanged under the IEA; and
- 2.3.5. establish a termination date for the IEA not more than five years after the IEA enters into force.

2.4. Either Party or Designated Representative may propose potential IEAs to be conducted under the provisions of this Letter of Agreement. The proposing Party or Designated Representative may provide a written synopsis describing the proposed IEA to the other Party or Designated Representative, and solicit its participation in concluding an IEA.

2.5. This Letter of Agreement permits the exchange of R&D-related computer software subject to paragraph 2.2, and the restrictions established in an individual IEA, but do not permit the exchange of weapon, sensor or related system computer software, or weapon, sensor or related system computer software documentation.

2.6. Production Information shall not be exchanged or provided under this Letter of Agreement.

2.7. No defense articles or services may be exchanged or provided under this Letter of Agreement.

2.8. The activities of the Parties and Designated Representatives under this Letter of Agreement shall be carried out consistent with their laws, and the obligations of the Parties and Designated Representatives shall be subject to the availability of appropriated funds.

2.9. In the event of a conflict between the provisions of this Letter of Agreement and any Appendix or IEA to this Letter of Agreement, the Letter of Agreement shall take precedence.

ARTICLE III

MANAGEMENT

3.1. The Parties hereby establish the following Authorities for this Letter of Agreement, or their equivalents in the event of reorganization:

- 3.1.1. U.S. DoD, as the Designated Representative of AIT;

Director, International Cooperation, Office of the Under
Secretary of Defense (Acquisition, Technology and Logistics)

3.1.2. Taiwan MND, as the Designated Representative of TECRO:
Director General, Armaments Bureau, Ministry of National Defense

3.2. The Authorities shall be responsible for:

3.2.1. reviewing and approving recommended amendments to this Letter of Agreement in accordance with Article XII (Amendment, Termination, Entry Into Force, and Duration);

3.2.2. amending Appendix 1 ("Model" Information Exchange Annex) to this Letter of Agreement in accordance with Article XII (Amendment, Termination, Entry Into Force, and Duration); and

3.2.3. resolving issues brought forth by the Annex Authorities.

3.3. The Parties hereby establish the following Annex Authorities to coordinate their respective IEA efforts under this Letter of Agreement, or their equivalents in the event of reorganization:

3.3.1. U.S. DoD, as the Designated Representative of AIT:

The Assistant Secretary of the Army (Research, Development and Acquisition) (for Army Matters)

The Assistant Secretary of the Navy (Research, Development and Acquisition) (through Navy International Programs Office for Navy Matters)

The Deputy Under Secretary of the Air Force (International Affairs) (for Air Force Matters)

3.3.2. Taiwan MND, as the Designated Representative of TECRO:

Taiwan Army Headquarters, Ministry of National Defense

Taiwan Navy Headquarters (includes Marine Corps Command), Ministry of National Defense

Taiwan Air Force Headquarters, Ministry of National Defense

National Defense Medical Bureau

Chung-Shan Institute of Science and Technology, Armaments Bureau, Ministry of National Defense

Materiel Production Center, Armaments Bureau, Ministry of National Defense

3.4. The Annex Authorities shall be responsible for:

- 3.4.1. exercising executive-level oversight of IEA efforts;
- 3.4.2. resolving issues brought forth by the TPOs;
- 3.4.3. concluding new IEAs on behalf of the Parties;
- 3.4.4. the parties will sign the coordinated IEAs.
- 3.4.5. approving the amendment and termination of IEAs in accordance with Article XII (Amendment, Termination, Entry Into Force, and Duration); and
- 3.4.6. coordinating requests for Third Party transfers on behalf of the Parties or Designated Representatives in accordance with Article X (Third Party Transfers).

3.5. Each IEA shall identify a single TPO to represent each Party and Designated Representative. Unless otherwise set forth in an individual IEA, TPOs shall be responsible for:

- 3.5.1. exercising day-to-day management of IEA efforts;
- 3.5.2. resolving IEA issues and problems brought forth by Establishments;
- 3.5.3. referring issues to the Annex Authorities that cannot be mutually resolved by the TPOs;
- 3.5.4. recommending the development of new IEAs to the Annex Authorities;
- 3.5.5. recommending the amendment or termination of IEAs to the Annex Authorities;
- 3.5.6. amending the list of Establishments in IEAs;
- 3.5.7. establishing and maintaining annual R&D Information exchange objectives for each IEA, as appropriate;
- 3.5.8. maintaining oversight of the security aspects of the IEA in accordance with Article VIII (Controlled Unclassified Information) and Article IX (Security);
- 3.5.9. acting as the national focal point for exchange of R&D Information under the IEA, and maintaining lists of R&D Information exchanged; and
- 3.5.10. any other unique responsibilities required for management of the IEA.

3.6. Each IEA shall identify Establishments that may, subject to TPO authorization and the provisions of Article IV (Channels of Communication and Visits), exchange R&D Information and sponsor visits under the IEA.

ARTICLE IV

CHANNELS OF COMMUNICATION AND VISITS

- 4.1. Only those TPOs specified in individual IEAs to this Letter Agreement are authorized to exchange R&D Information related to that IEA on behalf of the Annex Authorities. R&D Information exchanged between the Parties and Designated Representatives shall be forwarded by TPOs to their counterparts via the appropriate channels for appropriate dissemination. Liaison Officers may also assist TPOs in the transmission of R&D Information, as appropriate, in accordance with Article IX (Security).
- 4.2. Each Party and Designated Representative shall permit IEA visits to its TPOs and Establishments by personnel of the other Party or Designated Representative, from listed Establishments or Authorities of the other Party or Designated Representative, provided that both Parties and Designated Representatives authorize the visit and visiting personnel have appropriate security clearances and a need-to-know.
- 4.3. All visiting personnel shall be required to comply with security regulations of the host Party or Designated Representative. Any R&D Information disclosed or made available to visitors shall be treated as if supplied to the Party or Designated Representative sponsoring the visiting personnel, and shall be subject to the provisions of this Letter of Agreement.
- 4.4. Requests for IEA visits by personnel of one Party or Designated Representative to TPOs or Establishments of the other Party or Designated Representative shall be coordinated through the appropriate channels, and shall conform to the established visit procedures of the host Party or Designated Representative. Requests for visits shall bear the name of the IEA and a proposed list of topics to be discussed. When requests for visits also include visits to contractor facilities of the host Party or Designated Representative, such requests will comply with that Party or Designated Representative's contractor visit procedures.
- 4.5. Lists of personnel of each Party or Designated Representative required to visit, on a continuing basis, IEA TPOs or Establishments of the other Party or Designated Representative shall be submitted through the appropriate channels in accordance with recurring visit procedures.

ARTICLE V

FINANCIAL ARRANGEMENTS

Each Party and Designated Representative shall bear the full costs it incurs in making, managing, and administering any R&D Information exchanges under this Letter of Agreement. No funds shall be transferred between the Parties and Designated Representatives. A Party or Designated Representative shall promptly notify the other Party or Designated Representative if available funds are not adequate to continue the exchange under this Letter of Agreement. If a Party or Designated Representative notifies the other Party or Designated Representative that it is terminating any R&D effort covered by a specific IEA, the Parties or Designated Representatives shall immediately consult with a view toward termination or continuation of the information exchange on a changed or reduced basis.

ARTICLE VI

CONTRACTUAL ARRANGEMENTS

This Letter of Agreement provides no authority for placing contracts on the other Party or Designated Representative's behalf in connection with any R&D Information exchanges under this Letter of Agreement. Furthermore, this Letter of Agreement creates no obligation to place contracts to implement any R&D Information exchanges under this Letter of Agreement.

ARTICLE VII

DISCLOSURE AND USE OF RESEARCH & DEVELOPMENT INFORMATION

- 7.1. Only R&D Information shall be exchanged under this Letter of Agreement. Production Information shall not be exchanged under this Agreement.
- 7.2. Except as provided in paragraph 7.5., a Party or Designated Representative (including its Contractor Support Personnel) may use the R&D Information exchanged under this Letter of Agreement solely for information and evaluation purposes by their defense establishments.
- 7.3. R&D Information shall not be used by the receiving Party or Designated Representative for any purpose other than the purpose for which it was furnished without the specific prior written consent of the furnishing Party or Designated Representative. The receiving Party or Designated Representative shall not disclose R&D Information exchanged under this Letter of Agreement to contractors or any other persons, other than its Contractor Support Personnel, without the specific prior written consent of the furnishing Party or Designated Representative.
- 7.4. The receiving Party or Designated Representative shall ensure that persons, to whom it discloses R&D Information received under this Letter of Agreement, are placed under a legally binding obligation to comply with the provisions of this Letter of Agreement and the relevant IEA concerning the use, control, and protection of such information.
- 7.5. The Parties or Designated Representatives may determine in a specific IEA that R&D Information exchanged therein may be used for purposes other than for purposes of information and evaluation by their defense establishments. The IEA shall contain specific provisions for such use, which may not extend beyond the defense purposes specified therein.
- 7.6. No transfer of ownership of R&D Information shall take place under this Letter of Agreement. R&D Information shall remain the property of the originating Party, Designated Representative, or its contractors.
- 7.7. R&D Information shall be exchanged only when it may be done:
- 7.7.1. without incurring liability to holders of proprietary rights; and

7.7.2. where disclosure is consistent with each Party's or Designated Representative's disclosure policies and regulations of the furnishing Party or Designated Representative.

v

7.8. All R&D Information subject to proprietary interests shall be identified, marked, and handled in accordance with Article VIII (Controlled Unclassified Information) or Article IX (Security).

7.9. R&D Information that is exchanged under this Letter of Agreement shall be disclosed to Third Parties by the receiving Party or Designated Representative only in accordance with Article X (Third Party Transfers).

ARTICLE VIII

CONTROLLED UNCLASSIFIED INFORMATION

8.1. Except as otherwise provided in this Letter of Agreement or authorized in writing by the originating Party or Designated Representative, Controlled Unclassified Information received under this Letter of Agreement shall be controlled as follows:

- 8.1.1. such information shall be used only for the purposes authorized for use of R&D Information as specified in Article VII (Disclosure and Use of Research & Development Information);
- 8.1.2. access to such information shall be limited to personnel whose access is necessary for the permitted use under sub-paragraph 8.1.1., and shall be subject to the provisions of Article X (Third Party Transfers); and
- 8.1.3. each Party or Designated Representative shall take all lawful steps, which may include national classification, available to it to keep such information free from further disclosure (including requests under any legislative provisions), except as provided in sub-paragraph 8.1.2., unless the originating Party or Designated Representative consents to such disclosure. In the event of unauthorized disclosure, or if it becomes probable that the Controlled Unclassified Information may have to be further disclosed under any legislative provision, immediate notification shall be given to the originating Party or Designated Representative.

8.2. To assist in providing the appropriate controls, the originating Party or Designated Representative shall ensure that Controlled Unclassified Information is appropriately marked to indicate its "in confidence" nature. The Parties or Designated Representatives shall decide, in advance and in writing, on the markings to be placed on the Controlled Unclassified Information.

ARTICLE IX

SECURITY

9.1. All Classified Information provided or generated pursuant to this Letter of Agreement shall be stored, handled, transmitted, and safeguarded in accordance with the United States/Taiwan Protection of Information Agreement Covering the Exchange of Classified Information Between the American Institute in Taiwan and the

Coordination Council for North American Affairs (now known as the Taipei Economic and Cultural Representative Office (TECRO)), dated 15 September 1981.

9.2. Classified Information shall be transferred only through the appropriate channels or through channels approved by the Designated Security Authorities (DSAs) of the Parties or Designated Representatives. Such Classified Information shall bear the level of classification, denote the organization of origin, the conditions of release, and the fact that the information relates to this Letter of Agreement.

9.3. Each Party or Designated Representative shall take all lawful steps available to it to ensure that Classified Information provided or generated pursuant to this Letter of Agreement is protected from further disclosure except as provided by paragraph 9.6, unless the other Party or Designated Representative consents to such disclosure. Accordingly, each Party and Designated Representative shall ensure that:

- 9.3.1. The recipient shall not release the Classified Information to any government, national organization, or other entity of a Third Party without the prior written consent of the originating Party or Designated Representative in accordance with the procedures set forth in Article XIII (Third Party Sales and Transfers).
- 9.3.2. The recipient shall not use the Classified Information for other than the purposes provided for in this Letter of Agreement.
- 9.3.3. The recipient shall comply with any distribution and access restrictions on Classified Information that is provided under this Letter of Agreement.

9.4. Each Party or Designated Representative shall undertake to maintain the security classifications assigned to information by the originating Party or Designated Representative and shall afford to such information the same degree of security protection provided by the originating Party or Designated Representative.

9.5. The Parties or Designated Representatives shall investigate all cases in which it is known or where there are grounds for suspecting that Classified Information provided or generated pursuant to this Letter of Agreement has been lost or disclosed to unauthorized persons. Each Party or Designated Representative also shall promptly and fully inform the other Party or Designated Representative of the details of any such occurrences, and of the final results of the investigation and of the corrective action taken to preclude recurrences.

9.6. For any facility wherein Classified Information is to be used, the responsible Party or Designated Representative shall approve the appointment of a person or persons to exercise effectively the responsibilities for safeguarding at such facility the information pertaining to this Letter of Agreement. These officials shall be responsible for limiting access to Classified Information involved in this Letter of Agreement to those persons who have been properly approved for access and have a need-to-know.

9.7. Information Exchange under this Letter of Agreement shall normally take place at the unclassified level. However, information exchanged pursuant to an IEA may, on a case-by-case basis, be classified at a higher level if such exchange is sufficiently justified, processed and approved according to the disclosure policies and procedures of the Parties or Designated Representatives. The existence of this Letter of Agreement is unclassified and the contents are unclassified.

ARTICLE X

THIRD PARTY TRANSFERS

In accordance with Article VII (Disclosure and Use of Research & Development Information) a Party or Designated Representative shall not sell, transfer title to, transfer possession of, or otherwise disclose R&D Information to any Third Party without the prior written consent of the Party or Designated Representative, which provided such information. The providing Party or Designated Representative shall be solely responsible for authorizing any Third Party sales or transfers and, as applicable, specifying the method and conditions for implementing any such sales or transfers.

ARTICLE XI

SETTLEMENT OF DISPUTES

Any disputes between the Parties or Designated Representatives arising under or relating to this Letter of Agreement shall be resolved only by consultation between the Parties or Designated Representatives and shall not be referred to an individual, to any national or international tribunal, or to any other forum for settlement.

ARTICLE XII

AMENDMENT, TERMINATION, ENTRY INTO FORCE, AND DURATION

12.1. This Letter of Agreement may be amended upon the written consent of the Parties and Designated Representatives.

12.1.1. Appendix 1 of this Letter Agreement may be amended upon the written consent of the Authorities.

12.1.2. The IEAs may be amended upon the written consent of the Annex Authorities. Annex Authorities may change TPO assignments, and TPOs may change the list of Establishments in their IEAs, through an exchange of correspondence.

12.2. This Letter of Agreement may be terminated at any time by the written consent of the Parties and Designated Representatives. The IEAs may be terminated at any time by the written consent of their respective Annex Authorities. In the event the Parties and Designated Representatives decide to terminate the Letter of Agreement, or the Annex Authorities decide to terminate any of the IEAs hereto, they shall consult at the appropriate level prior to the date of its termination to ensure termination on the most equitable terms.

12.3. In the event that a Party or Designated Representative finds it necessary to unilaterally terminate its participation in this Letter of Agreement, or a Party's or Designated Representative's Annex Authority finds it necessary to unilaterally terminate its participation in any of the IEAs hereto, such termination shall be subject to the provisions of this Letter of Agreement. The terminating Party or Designated Representative shall continue participation until the effective date of termination.

12.3.1. A Party or Designated Representative may terminate its participation in this Letter of Agreement upon 120 days written notification to the other Party or Designated Representative.

12.3.2. A Party's or Designated Representative's Annex Authority may terminate its participation in an IEA upon 60 days written notification to the other Party's or Designated Representative's Annex Authority.

12.4. The respective rights and responsibilities of the Parties and Designated Representatives regarding Article VII (Disclosure and Use of Research & Development Information), Article VIII (Controlled Unclassified Information), Article IX (Security), and Article X (Third Party Transfers) shall continue, notwithstanding termination or expiration of this Letter of Agreement or its IEAs.

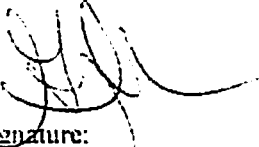
12.5. This Letter of Agreement, which consists of the Preamble, twelve Articles, and one Appendix, shall enter into force upon signature by the Parties and shall remain in force for fifteen years. The Parties and Designated Representatives shall consult no later than two years prior to the expiration of this Letter of Agreement and decide whether or not to extend its duration. It may then be extended by written consent of the Parties.

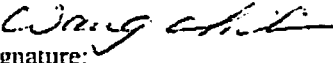
IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Letter of Agreement.

Signed in duplicate, in the English language.

FOR THE AMERICAN INSTITUTE
IN TAIWAN:

FOR THE TAIPEI ECONOMIC AND
CULTURAL REPRESENTATIVE
OFFICE IN THE UNITED STATES:


Signature:
Name: Gregory K. S. Man
Title: Director, Political-Military Affairs
Date: August 4, 2004
Location: Washington, D. C.


Signature:
Name: Wang, Chi-Lin
Title: Director, Defense Procurement Division
Date: August 4, 2004
Location: Washington, D. C.

-

APPENDIX 1

"MODEL" INFORMATION EXCHANGE ANNEX

INFORMATION EXCHANGE ANNEX A N/AF D-YR-SN-#### AIT-TECRO
MASTER INFORMATION EXCHANGE LETTER OF AGREEMENT

CONCERNING

(Provide Title)

In accordance with the Master Information Exchange Letter of Agreement (MIEA) between the American Institute in Taiwan (AIT) and the Taipei Economic and Cultural Representative Office in the United States (TECRO), signed _____, the following Information Exchange Annex (IEA) is hereby established.

1. **DESCRIPTION:** (Note: Provide a description of the scope.)

a. The scope of the IEA comprises an exchange of R&D Information in the following areas:

- (1) (Note: Provide a more specific description of the IEA's scope by listing pertinent areas where R&D Information is to be exchanged)
- (2) (Note: Specifically identify any proposed exchange of Technology Base computer software within the scope tasks, if envisioned.)

b. Exchanges of R&D Information under this IEA shall be on a reciprocal, balanced basis such that the R&D Information exchanged between the Parties and Designated Representatives shall be of approximately equivalent value, quantitatively and qualitatively, in accordance with Article II (Objective and Scope) of the MIEA.

c. All R&D Information exchanges under this IEA shall conform to the provisions of the MIEA.

2. **ANNEX AUTHORITIES, TECHNICAL PROJECT OFFICERS, LIAISON OFFICERS, AND ESTABLISHMENTS:** (Note: Identify both IEA Annex Authorities, TPOs, Liaison Officers, and all Establishments here. Unique TPO responsibilities beyond the provisions of the MIEA, if applicable, may also be outlined here.)

a. For the U.S. DoD, the designated representative for AIT:

- (1) Annex Authority
- (2) Technical Project Officer
- (3) Liaison Officer(s) (where appropriate)

(a) _____

(4) Establishments

(a) _____

b. For the Taiwan MND, the designated representative for TECRO:

(1) Annex Authority

(2) Technical Project Officer

(3) Liaison Officer(s) (where appropriate)

(a) _____

(4) Establishments

(a) _____

3. SECURITY AND INFORMATION CONTROL:

a. The highest classification of R&D Information, which may be exchanged under this IEA, is _____.

b. Annual R&D Information objectives may be specified, if appropriate. These objectives may be established through exchange of correspondence by the TPOs and will be revised annually by the TPOs to reflect current technology considerations.

4. SPECIAL DISCLOSURE AND USE OF INFORMATION PROVISIONS:

(Note: Most IEAs will not require the addition of any special provisions in this area. However, if the Annex Authorities desire to establish particular disclosure and use provisions in accordance with Article VII (Disclosure and Use of Research & Development Information) such text should be inserted here. For example, use of R&D Information may be limited to designated defense programs of the Parties and Designated Representatives.)

5. FINANCIAL RESPONSIBILITIES:

Each Party and Designated Representative shall be responsible for its own costs in the performance of this IEA in accordance with Article V (Financial Arrangements) of the MIEA.

6. TERMINATION AND DURATION OF THIS IEA ANNEX:

a. This IEA may be terminated at any time by the written consent of both Annex Authorities, who shall consult at the appropriate level prior to the date of termination to ensure termination on the most equitable terms. In the event a Party's or Designated Representative's Annex Authority finds it necessary to unilaterally terminate its participation in this IEA, it may terminate upon 60 days written notification to the other Party's or Designated Representative's Annex Authority. Termination of this IEA shall be subject to the provisions of Article XII (Amendment, Termination, Entry Into Force, and Duration) of the MIEA.

b. This IEA shall remain in effect for a period of _____ years* from the date of the last signature unless amended or extended by mutual written consent. Before the expiration of this IEA, the Annex

Authorities shall review the IEA and may, by mutual written consent, extend the IEA for additional periods of up to five years.

* (Period not to exceed five years)

FOR THE AMERICAN INSTITUTE
IN TAIWAN:

FOR THE TAIPEI ECONOMIC AND
CULTURAL REPRESENTATIVE
OFFICE IN THE UNITED STATES:

Signature
Name
Title*
Date
Location

Signature
Name
Title*
Date
Location

* (Identify the name of each Party's Annex Authority)