

**Memorandum of Understanding  
between the  
American Institute in Taiwan  
and the  
Taipei Economic and Cultural Representative Office in  
the United States  
Concerning the Sharing of Information in Relation to Preventing  
and  
Combating Breach of Customs and Controlled Substances Laws**

The American Institute in Taiwan ("AIT") and the Taipei Economic and Cultural Representative Office in the United States ("TECRO") (together referred to herein as "the Participants" or individually as a "Participant") represent as follows:

1. In this Memorandum of Understanding, the "Drug Enforcement Administration" or "DEA" refers to the Drug Enforcement Administration's Hong Kong Country Office (HKCO). The "Customs Authority" refers to the Directorate General of Customs, Ministry of Finance on Taiwan.
2. For the purposes of this Memorandum of Understanding, the term "designated representatives" refers to:
  - For AIT, the Drug Enforcement Administration; and
  - For TECRO, the Customs Authority.
3. As designated representative of AIT, the functions of the Drug Enforcement Administration are:
  - a. To enforce the controlled substances laws and regulations applicable in the territory of the authorities represented by AIT and bring to the criminal and civil justice system applicable in that territory, or any other competent jurisdiction, those organizations and principal members of organizations involved in the growing, manufacture, or distribution of controlled substances appearing or destined for illicit traffic in the territory of the authorities represented by AIT.
  - b. To recommend and support non-enforcement programs aimed at reducing the availability of illicit controlled substances on the domestic and international markets.

4. As designated representative of TECRO, the functions of the Customs Authority are:
  - a. To provide facilitation while maintaining control over the international movement of goods and persons, protecting the community and maintaining appropriate compliance with the law applicable in the territory of the authorities represented by TECRO.
  - b. Efficiently to collect customs duties and proxy levies.
  - c. To administer specific industry schemes and trade measures.
  - d. To apply risk management approaches to safeguard security of the territory of the authorities represented by TECRO.
5. The sharing of information between the Participants through their designated representatives can assist each Participant in performing its function, particularly in relation to preventing and combating breach of customs and controlled substances laws. Shared intelligence and information may include, but need not be limited to, information pertaining to controlled substances, precursor/essential chemicals, and pharmaceutical preparations containing Ephedrine and Pseudoephedrine.
6. The Participants, through their designated representatives, the DEA and the Customs Authority, each is to endeavour not to disclose any information received under this Memorandum of Understanding other than for the purpose(s) for which the information was given, except as authorised or required by the law applicable in the territory of the authorities represented by AIT or in the territory of the authorities represented by TECRO, in which case the receiving designated representative is to notify the designated representative that furnished the information of the relevant court order or other legal instrument.
7. The Participants acknowledge that information received under this Memorandum of Understanding, once received, is to be subject in the place where it is received to the same protection and confidentiality as the same kind of information is subject to under the laws applicable in the territory of the authorities represented by AIT and the territory of the authorities represented by TECRO, respectively.
8. Means of communication: Requests for information under this Memorandum of Understanding may be made in writing, either in hardcopy or electronically, and should be accompanied by any information necessary to enable compliance with the request. In urgent cases, requests may be made orally. The designated representatives are to endeavour to confirm requests in writing, including facsimile or email.
9. Contact point for AIT's designated representative the Drug Enforcement Administration is:

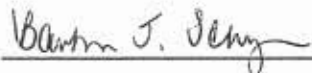
DEA Hong Kong Chemical Diversion Group  
Tel: 852-2521-4536  
Fax: 852-2868-5060  
Email: acg28@netvigator.com

Contact point for TECRO's designated representative the Customs Authority is:

**Department of Investigation of DGOC**  
Tel: 8862-25546555  
Fax: 8862-25508036  
Email: [iis@webmail.customs.gov.tw](mailto:iis@webmail.customs.gov.tw)

10. This Memorandum of Understanding commences on the date of the last signature hereinafter. Either Participant may terminate the Memorandum of Understanding at any time by notification in writing. However, the Participants acknowledge that notwithstanding any discontinuation of this Memorandum of Understanding, paragraphs 6 and 7 continue as to information already shared.

**FOR THE AMERICAN  
INSTITUTE IN TAIWAN**



Title: *Managing Director*

Place: *Washington, D.C.*

Date: *1/6/09*

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



Title: *Representative*

Place: *Washington, D.C.*

Date: *02/10/2009*

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1. In this Memorandum of Understanding, “the Customs Authority” refers to the Directorate General of Customs, Ministry of Finance on Taiwan. The “Drug Enforcement Administration” or “DEA” refers specifically to the Drug Enforcement Administration’s Hong Kong Country Office (HKCO).
2. For the purposes of this Memorandum of Understanding, the term “designated representatives” refers to:
  - For TECRO, the Customs Authority; and
  - For AIT, the Drug Enforcement Administration.
3. As designated representative of TECRO, the functions of the Customs Authority are:
  - a. To provide facilitation while maintaining control over the international movement of goods and persons, protecting the community and maintaining appropriate compliance with the law applicable in the territory of the authorities represented by TECRO.
  - b. Efficiently to collect customs duties and proxy levies.
  - c. To administer specific industry schemes and trade measures.
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and civil justice system applicable in that territory, or any other competent jurisdiction, those organizations and principal members of organizations involved in the growing, manufacture, or distribution of controlled substances appearing or destined for illicit traffic in the territory of the authorities represented by AIT.

- b. To recommend and support non-enforcement programs aimed at reducing the availability of illicit controlled substances on the domestic and international markets.
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  9. Contact point for TECRO's designated representative the Customs Authority is:

**Department of Investigation of DGOC**  
**Tel: 8862-25546555**

Fax: 8862-25508036

Email: [iis@webmail.customs.gov.tw](mailto:iis@webmail.customs.gov.tw)

Contact point for AIT's designated representative the Drug Enforcement Administration is:

**DEA Hong Kong Chemical Diversion Group**

Tel: 852-2521-4536

Fax: 852-2868-5060

Email: [acg28@netvigator.com](mailto:acg28@netvigator.com)

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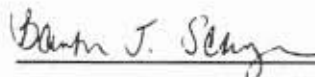
**FOR THE TAIPEI  
ECONOMIC AND CULTURAL  
REPRESENTATIVE OFFICE  
IN THE UNITED STATES**

**FOR THE AMERICAN  
INSTITUTE IN TAIWAN**

  
\_\_\_\_\_  
Title: Representative

Place: Washington, D.C

Date: 02/10/2009

  
\_\_\_\_\_  
Title: Managing Director

Place: Washington, D.C.

Date: 1/6/09