

MEMORANDUM OF AGREEMENT
BETWEEN
THE AMERICAN INSTITUTE IN TAIWAN
AND
THE COORDINATION COUNCIL FOR
NORTH AMERICAN AFFAIRS

WHEREAS, the American Institute in Taiwan, a non-profit corporation incorporated under the laws of the District of Columbia, USA, hereinafter referred to as AIT, is in a position to arrange for certain aeronautical equipment and services which the Coordination Council for North American Affairs, hereinafter referred to as the CCNAA, requires and has determined should be obtained from AIT:

NOW, THEREFORE, the Parties hereto mutually agree as follows:

ARTICLE I - Purpose of Agreement; Administration

The purpose of this Memorandum of Agreement (MOA) is to establish a governing document under which AIT will arrange, on a reimbursable basis, logistical support, technical assistance,

training and miscellaneous technical support services to the CCNAA to the extent possible.

ARTICLE II - Liability

A. Hold Harmless - The CCNAA agrees to assist in the defense against any suit brought against the AIT, or any instrumentality or officer of the AIT or any agent or contractor of AIT, arising out of work performed under this Agreement. The CCNAA further agrees to hold the AIT or any agent or contractor of AIT, or any instrumentality or officer of the AIT, harmless against any claim by the CCNAA or any agency thereof, or any entity or person in Taiwan or elsewhere for personal injury, death, or property damage arising out of work performed under this Agreement.

B. Damages - Except for damage to or destruction of AIT property caused by the AIT or any AIT personnel or the personnel of any AIT agent or contractor, CCNAA agrees to reimburse AIT, for any damage to, or destruction of AIT property or the property of any AIT agent or contractor arising out of work under this Agreement.

ARTICLE III - Financial Provisions

A. The CCNAA shall arrange, and be responsible for, reimbursement to the AIT, in accordance with provisions set forth in annexes made a part of this Agreement, the amount of costs

incurred by AIT, including all costs arising from expiration or termination of the agreement or related annexes.

B. The CCNAA identifies the office to which the AIT will render financial statements and consult on related financial matters as:

International Commercial Bank of China
New York Agency
40 Wall Street
New York, New York 10005

C. AIT identifies the financial institution which CCNAA will wire transfer payments to as:

Riggs National Bank of Washington, D.C.
For the Account of, American Institute
in Taiwan Special Account #1
04-08-378-913

D. Agreement Number NAT-I-845 has been assigned by AIT to identify this project and should be referred to in all related correspondence.

ARTICLE IV - Annexes to Agreement

A. All services rendered under this Agreement shall be specified in corresponding annexes which when duly signed by the Parties, will become part of this Agreement. The Parties agree that each annex will contain a description of the services to be arranged by AIT for CCNAA, location of such services, the manpower and other resources required to accomplish these tasks,

the estimated costs of the tasks and related payments, planned implementation and duration.

B. Each annex to this Agreement will be identified in the following manner: the number of the agreement followed by an Arabic numeral. The first annex will be identified as NAT-I-845-1.

ARTICLE V - Amendments

Any changes in the services furnished, charges or other provisions of this Agreement, or its annexes, shall be formalized by appropriate written amendments which shall describe the nature of the change. This Agreement may be amended by mutual consent of the Parties for expansion of services requested.

ARTICLE VI - Effective Date, Duration, and Termination

This Agreement succeeds any previous agreements on the subject matter set forth in Article I.

This Agreement and related annexes expires ten (10) years from the effective date unless extended by mutual agreement of both Parties.

This Agreement or related annexes may be terminated at any time by either Party by sixty (60) days notice in writing. All AIT costs incurred as a result of termination of this Agreement or any of its annexes shall be reimbursed by the CCNAA to the

AMENDMENT 1
TO
MEMORANDUM OF AGREEMENT NAT-I-845
BETWEEN
THE AMERICAN INSTITUTE IN TAIWAN
AND
THE COORDINATION COUNCIL FOR
NORTH AMERICAN AFFAIRS

I. GENERAL

Under the provisions set forth in Article V - AMENDMENTS, MEMORANDUM OF AGREEMENT NAT-I-845, is hereby amended to provide for a change in the financial provisions.

II. CHANGES

ARTICLE III - FINANCIAL PROVISIONS - Delete subitems B. and C. in their entirety and replace with the following:

B. The CCNAA identifies the office to which the AIT will render financial statements and consult on related financial matters as:

Coordination Council for
North American Affairs
5161 River Road
Bethesda, Maryland 20816

C. The AIT identifies the office to which the CCNAA will make payment as:

American Institute in Taiwan
1700 North Moore Street, 17th Floor
Arlington, Virginia 22209

III. EFFECTIVE DATE

The terms and conditions of this amendment shall become effective upon signature of the duly authorized representatives of both parties.

AIT. Termination of the basic Agreement also terminates all annexes.

This Agreement will become effective upon signature of the duly authorized representatives of the AIT and CCNAA.

The AIT and the CCNAA agree to the provisions of this Agreement as indicated by the signature of their duly authorized officers.

THE AMERICAN INSTITUTE IN TAIWAN

COORDINATION COUNCIL FOR
NORTH AMERICAN AFFAIRS

BY:

Richard S. Kle

BY:

John B. Chan

TITLE:

Corporate Secretary

TITLE:

Deputy Representative

DATE:

September 24, 1981

DATE:

October 23, 1981

AMENDMENT 2

TO

MEMORANDUM OF AGREEMENT NAT-I-845

BETWEEN

THE AMERICAN INSTITUTE IN TAIWAN

AND

THE COORDINATION COUNCIL FOR NORTH AMERICAN AFFAIRS

I. GENERAL

Under the provisions set forth by Article V - AMENDMENTS, Memorandum of Agreement (MOA) NAT-I-845, is hereby amended as follows.

II. CHANGES

ARTICLE VI - Effective Date, Duration, and Termination, page 4, paragraph 2. Delete the words "ten (10)" and replace with "twenty (20)".

III. EFFECTIVE DATE

The terms and conditions of this Amendment shall become effective on the date of the latest signature affixed hereto.

IV. AUTHORITY

All other provisions of this basic Agreement (NAT-I-845) remain in effect. The CCNAA and AIT agree to the Amendment as indicated by the signatures of their duly authorized representatives.

THE AMERICAN INSTITUTE IN TAIWAN

THE COORDINATION COUNCIL
FOR NORTH AMERICAN AFFAIRS

BY: 

BY: 

TITLE: Deputy Managing Director

TITLE: Deputy Representative

DATE: September 23, 1991

DATE: October 17, 1991

IV. APPROVALS

All other provisions of Memorandum of Agreement NAT-I-845 and amendments thereto remain in effect. The CCNAA and the AIT agree to this amendment as indicated by the signature of their duly authorized representatives.

The American Institute
in Taiwan

By: Joseph B. Klee
Title: Corporate Secretary
Date: September 18, 1985

The Coordination
Council for North
American Affairs

By: [Signature]
Title: Deputy Representative
Date: September 23, 1985