AMENDMENT 2 TO

ANNEX 2 TO

MEMORANDUM OF AGREEMENT NAT-I-845

BETWEEN THE

AMERICAN INSTITUTE IN TAIWAN

AND THE

TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE OFFICE IN THE UNITED STATES

ARTICLE I – PURPOSE

- A. This Amendment 2 to Annex 2 to Memorandum of Agreement NAT-I-845 (the Agreement) revises the financial provisions of Annex 2 to be consistent with the international policy of the Federal Aviation Administration (FAA), the designated representative of the American Institute in Taiwan (AIT) with respect to training provided the Civil Aeronautics Administration (CAA), the designated representative of the Taipei Economic and Cultural Representative Office in the United States (TECRO).
- B. This Amendment sets forth the terms, conditions, and framework under which AIT, through its designated representative, the FAA, provides FAA training conducted in the United States at the request of the CAA, the designated representative of TECRO.

ARTICLE II - CHANGE

ARTICLE III – <u>Financial Provisions</u>. Delete paragraph E and F in its entirety and insert in lieu thereof the following:

- E. AIT's designated representative, the FAA, has implemented a new international training policy. The policy requires TECRO's designated representative, the CAA, as the organization requesting aviation training, to "pre-pay" for this service by check through TECRO to AIT which will then transfer these funds to the FAA.
- F. TECRO will provide AIT prepayment. AIT must receive payment in full at least sixty (60) days in advance of the course.
- G. AIT's designated representative, the FAA, will not consider an international training agreement final until a signed copy of the agreement and full pre-payment for the training is received.
- H. If participants cancel with less than thirty (30) days notice, they will forfeit the "pre-pay" tuition costs.
- I. Should a participant cancel with more than thirty (30) days notice, AIT, through its designated representative, the FAA, will refund the "pre-paid" tuition costs, minus a U.S. \$200.00 processing fee.
- J. Should AIT, through its designated representative, the FAA, cancel, a refund for the entire "pre-paid" tuition costs will be reimbursed.
- K. The services that are affected by the international training agreement include any reimbursable training conducted at the facility of AIT's designated representative, the FAA, and any reimbursable training, arranged with AIT, through its designated representative, the FAA, at other training facilities within the United States.

L. All payments and correspondence related to this Amendment shall be forwarded to AIT at the following address:

American Institute in Taiwan 1700 N. Moore St., Suite 1700 Arlington, VA 22009

M. All payments shall include a reference to Agreement Number

NAT-I-845-2-A2 (which is the number assigned by AIT, through its designated representative, the FAA, to identify this Agreement). Payments for training may include living allowance for participant.

ARTICLE III - EFFECTIVE DATE AND TERMINATION

This Amendment shall enter into force on the date of the last signature and shall remain in force until the services herein are completed, unless the Appendix is terminated in accordance with Article VI of the Agreement.

ARTICLE IV - AUTHORITY

AIT and TECRO agree to the provisions of the Amendment as indicated by the signature of their duly authorized representatives.

AMERICAN INSTITUTE IN TAIWAN

TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE OFFICE IN THE UNITED STATES

BY: Carper J. Schrage

Barbara J. Schrage

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TITLE: Deputy Managing Director

TITLE: Deputy Representative

DATE: 2/14/02

DATE: February 28, 2002