

**AGREEMENT ON TECHNICAL COOPERATION IN
CONSERVATION OF FLORA AND FAUNA
BETWEEN THE
AMERICAN INSTITUTE IN TAIWAN
AND THE
TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE OFFICE
IN THE UNITED STATES**

The American Institute in Taiwan ("AIT") and the Taipei Economic and Cultural Representative Office in the United States, ("TECRO"), hereinafter the Parties, recognizing the importance of international efforts to protect endangered species, desirous of strengthening technical cooperation between agencies in the territories they represent in order to further the goal of protection and conservation of flora and fauna, have agreed as follows:

Article I: Law Enforcement

Law enforcement and customs personnel from the territory represented by AIT and from the territory represented by TECRO shall exchange information with a view to preventing illegal trade in flora and fauna. Information shall be exchanged on various issues related to endangered species protection, but particular attention shall be paid to smuggling.

Article II: Management of Stocks and Captive Breeding

The Council of Agriculture in the territory represented by TECRO (hereinafter the COA), together with local government officials, shall cooperate with relevant officials from the territory represented by AIT to improve the management of existing privately held stocks of rhino horn, tiger bone and other endangered species products.

The COA and the Fish and Wildlife Service in the territory represented by AIT (hereinafter the FWS) shall exchange information on the conservation benefits, risks, and management techniques for captive breeding of fauna and artificial propagation of flora, as necessary and mutually agreed upon.

Article III: Forensics Information

The FWS shall to the extent possible assist technical experts from appropriate agencies in the territory represented by TECRO to improve identification and forensic techniques, including laboratory tests, to determine if seized products contain wildlife species.

Such tests shall focus on identifying rhino horn, tiger products, bear gall bladder, leopard products, and ivory, among other products. The Department of Health in the territory represented by TECRO shall also exchange information with relevant agencies and institutions in the territory represented by AIT to seek substitutes for traditional Chinese medicines which contain wildlife species.

Article IV: Training

Technical experts and officials from the agencies in the territory represented by TECRO shall be provided with an opportunity to visit the FWS forensic laboratory in order to upgrade their skills. Areas of interest may include spectrometry, chromatography, and PRC techniques for DNA analysis to identify wildlife. In order to provide a solid basis for scientific comparison, the FWS may make available specimens of fish and wildlife species most heavily traded in Asia to officials from agencies in the territory represented by TECRO, provided that this is in compliance with all relevant laws, regulations, and permit requirements in each territory.

Law enforcement officials from the territory represented by TECRO shall receive technical training in the planning and execution of undercover operations from personnel from the FWS. To achieve their shared objectives of wildlife protection and conservation, the two parties agree that such training shall be repeated as possible and mutually agreed upon. Information exchanged will be ongoing.

Article V: Communication on Permits and Enforcement

Effective communication between relevant wildlife and management authorities shall be encouraged through direct communication between the FWS Office of Management Authority and the COA on issues involving permits and certificates and the biological and legal basis for their issuance. Copies of such communication shall be provided to AIT and TECRO. Sensitive law enforcement information may be exchanged directly between law enforcement officials of the two parties.

Article VI: Public Education on Conservation

The parties shall exchange information on methods of encouraging public awareness of and support for wildlife conservation.

Article VII: Other Areas

This agreement may be amended to provide for cooperation in other areas of fish and wildlife management and research as mutually identified by the Parties.

Article VIII: Coordination

AIT and TECRO shall each designate a technical coordinator to implement the Agreement. For AIT, the technical coordinator shall be the Chief of the Management Authority of the Fish and Wildlife Service in the Department of the Interior. For TECRO, the technical coordinator shall be the Director of the Forestry Department in the Council of Agriculture. The technical coordinators shall communicate with each other regularly concerning the implementation of the Agreement. They shall also coordinate as necessary with other interested agencies in their respective territories, including for AIT the Department of Justice and the Customs Service, and for TECRO the Directorate General of Customs in the Ministry of Finance, the Bureau of Investigation of the Ministry of Justice, the National Police Administration of the Ministry of the Interior, and the Department of Health.

Article IX: Resource Allocation

Costs incurred in the implementation of the activities described above shall be shared by AIT and TECRO, with the respective shares determined by mutual agreement on a case by case basis. Such activities shall be subject to the availability of appropriated funds.

Whenever it is mutually agreed that the cost of activities by agencies in the territory represented by AIT are to be performed on a reimbursable basis, those costs will be billed by AIT to TECRO. TECRO will then ensure the appropriate transfer of funds to AIT.

Article X: Validity and Duration

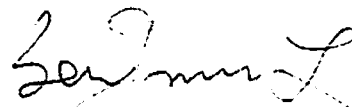
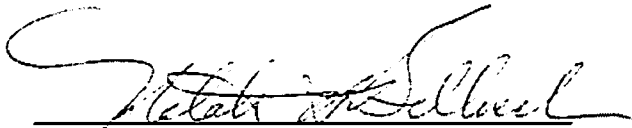
This Agreement shall enter into force on the date of the last signature, and shall remain in force for a period of three years. Either party may terminate this Agreement at any time by giving ninety days' notice in writing to the other party.

In witness whereof, the undersigned, being duly authorized, have signed this Agreement.

Done at Washington, D.C., in duplicate, in the English language.

For the
American Institute in Taiwan

For the
Taipei Economic and Cultural
Representative Office
in the United States



Name: Natale H. Bellocchi

Name: Benjamin Lu

Title: Chairman of the Board and
Managing Director

Title: Representative

Date: March 6, 1995

Date: February 24, 1995