

**AGREEMENT ON TECHNICAL COOPERATION IN
CONSERVATION OF FLORA AND FAUNA
BETWEEN
THE AMERICAN INSTITUTE IN TAIWAN
AND
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 referred to as "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 the Parties 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

Acting as TECRO's designated representative, the Council of Agriculture in the territory represented by TECRO (hereinafter the COA), together with local authorities, shall cooperate and exchange experiences 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 AIT's designated representative, 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 and technical experts from appropriate agencies in the territory represented by TECRO and, acting respectively as the designated representatives of AIT and TECRO, shall work cooperatively to improve identification and forensic techniques, including laboratory tests, to determine if seized products contain wildlife species.

Acting as TECRO's designated representative, 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, acting as AIT's designated representatives, to seek substitutes for traditional Chinese medicines which contain wildlife species.

Article IV: Training

As designated representatives of TECRO, technical experts and officials from the agencies in the territory represented by TECRO shall be provided with an opportunity to visit the forensic laboratory of AIT's designated representative, the FWS, in order to upgrade their skills. In order to provide a solid basis for scientific comparison, AIT's designated representative, the FWS, may make available specimens of fish and wildlife species most heavily traded in Asia to designated representatives of TECRO 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, acting as designated representatives of TECRO, shall be provided with an opportunity to receive technical training in the planning and execution of undercover operations from personnel from AIT's designated representative, the FWS. To achieve their shared objectives of wildlife protection and conservation, the Parties agree that such training shall be repeated as possible and mutually agreed upon. Information shall be exchanged on an ongoing basis.

Article V: Communication on Permits and Enforcement

Effective communication between relevant wildlife and management authorities shall be encouraged through direct communication between AIT's designated representative, the FWS Office of Management Authority, and TECRO's designated representative, the COA, on issues involving permits and certificates and the biological and legal basis for their issuance. Copies of such communications shall be provided to the Parties. Sensitive law enforcement information may be exchanged directly between law enforcement officials from the territories represented by the 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

The Parties 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 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, and for AIT the Department of Justice and the Customs Service.

Article IX: Resource Allocation

Costs incurred in the implementation of the activities described above shall be shared by the Parties, 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

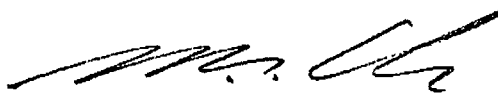
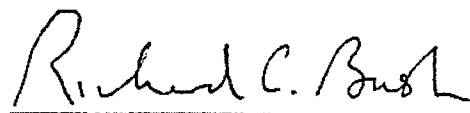
This Agreement shall enter into force on the date of the last signature. And shall remain in force for a period of three years. Either Party may terminate This Agreement at any time by giving ninety days' notice in writing to the other Party.

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: Richard C. Bush

Name: Stephen S. F. Chen

Title: Chairman of the Board

Title: Representative

Date: April 7, 1999

Date: April 7, 1999

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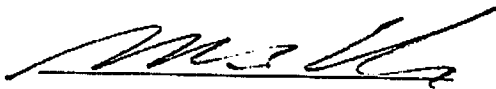
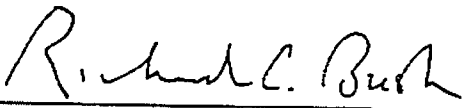
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