

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE AMERICAN INSTITUTE IN TAIWAN,  
THE UNITED STATES DEPARTMENT OF COMMERCE,  
THE UNITED STATES COAST GUARD,  
AND THE BUREAU OF OCEANS AND INTERNATIONAL ENVIRONMENTAL AND  
SCIENTIFIC AFFAIRS OF THE UNITED STATES DEPARTMENT OF STATE  
TO ASSUME THE RESPONSIBILITIES OF DESIGNATED REPRESENTATIVES OF  
THE AMERICAN INSTITUTE OF TAIWAN PURSUANT TO THE MEMORANDUM  
OF UNDERSTANDING BETWEEN THE AMERICAN INSTITUTE IN TAIWAN  
AND THE TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE OFFICE IN  
THE UNITED STATES CONCERNING COOPERATION IN FISHERIES AND  
AQUACULTURE

The National Marine Fisheries Service of the United States Department of Commerce, the United States Coast Guard, and the Bureau of Oceans and International Environmental and Scientific Affairs of the United States Department of State (DoS/OES) agree, consistent with their respective legal authorities and available resources, to act as the Designated Representatives for the American Institute of Taiwan (AIT) and to assume their respective responsibilities as the Designated Representatives for AIT under the Memorandum of Understanding Between the American Institute of Taiwan and the Taipei Economic and Cultural Representative Office in the United States Concerning Cooperation in Fisheries and Aquaculture.

APPROVED at Washington, D.C., by:

*Baron J. Schip*  
AMERICAN INSTITUTE IN TAIWAN

7/30/02(date)

*William T. Fitzgerald*  
NATIONAL MARINE FISHERIES SERVICE,  
U.S. DEPARTMENT OF COMMERCE

7/29/02(date)

*David J.*  
UNITED STATES COAST GUARD

7/29/02  
(date)

*Max. Bob. Weil*  
BUREAU OF OCEANS AND INTERNATIONAL  
ENVIRONMENTAL AND SCIENTIFIC AFFAIRS  
OF THE UNITED STATES DEPARTMENT OF STATE

7/31/02(date)

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
AMERICAN INSTITUTE IN TAIWAN  
AND THE  
TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE OFFICE IN  
THE UNITED STATES  
CONCERNING COOPERATION IN FISHERIES AND AQUACULTURE

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 Parties" or individually as a "Party");

Noting that the authorities of the territory represented by AIT have consented to be bound by the 1995 Agreement for the Implementation of the Provisions of the United Nations Convention on the Law of the Sea of 10 December 1982 Relating to the Conservation and Management of Straddling Fish Stocks and Highly Migratory Fish Stocks ("1995 UN Fish Stocks Agreement") and the 1993 FAO Agreement on Promoting Compliance with International Conservation and Management Measures by Fishing Vessels on the High Seas ("1993 FAO Compliance Agreement");

Bearing in mind that the need to achieve sustainable ocean fisheries on a worldwide basis, as well as the effective implementation of the 1995 UN Fish Stocks Agreement and the 1993 FAO Compliance Agreement, requires that all those concerned, including States and fishing entities, work together through appropriate arrangements;

Acknowledging the need to establish legally effective mechanisms to facilitate the participation by the authorities of the territory represented by TECRO in global, regional and subregional fisheries organizations on an equitable basis;

Recognizing that the authorities represented by TECRO have voluntarily implemented UNGA Resolution 46/215 since its adoption;

Desiring, through their designated representatives, to cooperate and work towards a mutually beneficial relationship in the field of fisheries and aquaculture;

Represent as follows:

1. The Parties intend to cooperate, to the extent possible and through their respective designated representatives, in the implementation of the provisions of:

- i. the 1995 FAO Code of Conduct for Responsible Fisheries; and
- ii. the International Plans of Action for the Management of Fishing Capacity, for the Conservation and Management of Sharks, for Reducing Incidental Catch of Seabirds in Longline Fisheries, and for Preventing, Deterring and Eliminating Illegal, Unreported and Unregulated Fishing, as adopted by the FAO.

2. TECRO provides assurances that, through its designated representatives, it shall implement fisheries conservation and management measures and regulate the activities of fishing vessels registered in the territory it represents on the basis of the 1995 UN Fish Stocks Agreement and, upon its entry into force, the 1993 FAO Compliance Agreement.

3. AIT provides assurances that, through its designated representatives, it will endeavor to assist the authorities of the territory represented by TECRO to participate equitably in global, regional and subregional fisheries organizations.

4. The Parties, through their designated representatives, shall seek to promote sustainable fisheries through the effective operation of global, regional and subregional fisheries management organizations and arrangements in which they both participate. For the purposes of effective cooperation between the Parties, bilateral consultations may be held prior to annual meetings of such global, regional and subregional fisheries management organizations and arrangements.

5. The Parties, through their designated representatives, shall continue to cooperate, consistent with the laws and regulations of the territories they represent, in the implementation of UNGA Resolution 46/215, and shall also take action against individuals, corporations and vessels subject

to those laws and regulations that may engage in large-scale high seas driftnet fishing operations in the North Pacific Ocean.

6. The Parties, through their designated representatives and subject to the availability of resources, agree to:

- i. exchange information on fisheries and aquaculture research and relevant scientific reports and publications;
- ii. conduct joint studies and training programs on fisheries and aquaculture;
- iii. exchange visits of fisheries and aquaculture personnel; and
- iv. strengthen existing cooperation between their respective designated representatives in the field of fisheries enforcement.

7. For the purposes of this Memorandum of Understanding, the term "designated representatives" refers to:

for AIT: the United States Department of Commerce, the United States Coast Guard and other appropriate agencies;

for TECRO: the Council of Agriculture, the Coast Guard Administration and other appropriate agencies.

8. The Parties, through their designated representatives, agree to consult periodically on matters in relation to fisheries and aquaculture, and any other matters arising from the implementation of this Memorandum of Understanding.

9. This Memorandum of Understanding shall become effective on the date of the last signature hereinafter and shall remain effective for five years from that date. This Memorandum of Understanding may be extended by written agreement of the Parties.

10. Either Party may terminate this Memorandum of Understanding by a written notice to the other Party ninety (90) days prior to the intended date of termination.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Memorandum of Understanding.

FOR THE AMERICAN  
INSTITUTE IN TAIWAN

Barbara J. Selig

Title: *Managing Director ad interim*

Place: *Washington, D. C.*

Date: *7/30/02*

FOR THE TAIWAN  
ECONOMIC AND CULTURAL  
REPRESENTATIVE OFFICE  
IN THE UNITED STATES

程建人

Title: *REPRESENTATIVE*

Place: *AIT*

Date: *JULY 30, 2002.*