

**AGREEMENT ON TECHNICAL COOPERATION
IN FOREST MANAGEMENT AND NATURE CONSERVATION
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 referred to as the "Parties", recognize the importance of international efforts to protect and sustain forests and other natural ecosystems. In particular, the Parties desire to strengthen technical cooperation through their designated representatives the Forest Service of the Department of Agriculture and the Forestry Bureau in the Council of Agriculture, respectively, in order to further the goal of sustainable forest management and nature conservation and have agreed as follows:

Article I

1. The Parties will cooperate through their designated representatives on the basis of reciprocity and equality in the field of forestry to promote the protection and sustainable management of forest resources.
2. For the purposes of this Agreement, "forestry" means the science, principles and practices of managing, conserving, and using for human benefits the natural resources on and in association with forestlands. "Forest resources" means the total forest ecosystem of trees, soils, water, and other biodiversity, including commodity and non-commodity inventory on and in association with forestlands.

Article II

1. Cooperation under this Agreement is intended to address important problems in the management of forest resources.
2. Cooperation may include, but not be limited to, the following technical areas:
 - a. Forest regeneration, including natural regeneration and tree planting, and issues of genetics and selection;

- b. Forest protection against fires, (including fire suppression, prevention, planning and fire management), pests, and diseases;
 - c. Forest recreation and eco-tourism;
 - d. Forest resource assessment and inventory;
 - e. Monitoring the condition of the forest ecosystem;
 - f. Administrative, legal, and socio-economic aspects of forest management;
 - g. Forest conservation and sustainable use, including the implementation of new technologies;
 - h. Forest watershed protection and restoration;
 - i. Forest conservation biology;
 - j. Development of opportunities to support cooperative work in science and technology exchange;
 - k. Research to advance forest sciences and management policy; and
 - l. Information sharing about the implementation of criteria and indicators for sustainable forest management and other initiatives.
3. Particular attention in the course of cooperation will be given to those issues of mutual interest, which may contribute to solving global ecological problems.

Article III

Cooperation may be implemented in the following forms:

- a. Cooperative research and/or investigation;
- b. Exchange of professionals and scientists;
- c. Exchange of non-proprietary scientific and technical information, documentation, and results of research and/or investigation;
- d. Exchange and provision of samples, materials, and data;
- e. Joint organization of symposia, conferences, workshops, seminars, training courses, and lectures;
- f. Publication of reports, articles, and monographs; and
- g. As otherwise agree by the Parties.

Article IV

The Parties' designated representatives shall each designate a technical coordinator to implement this Agreement. For AIT's designated representative, the technical coordinator shall be the Chief of Forest Service, US Department of Agriculture. For TECRO's designated representative, the technical coordinator shall be the

Director General of the Taiwan Forestry Bureau, Council of Agriculture. The coordinators or their designators shall communicate with each other regularly concerning implementation of their Agreement.

Article V

1. Nothing in this Agreement shall obligate the Parties or their designated representatives to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services or property among the various agencies and offices will require execution of separate implementing arrangements and be contingent upon availability of appropriated funds. Such activities must be independently authorized by appropriate legal authority. This agreement does not provide such authority. Negotiation, execution, and administration of each such implementing arrangement must comply with all applicable laws and regulations.
2. Activities under this Agreement are conducted on a fully reimbursable basis unless other arrangements are specified and mutually agreed to in Implementing Arrangements to this Agreement. The funds for such activities will be provided in advance by TECRO to AIT. The amount of funds to be paid in advance will be determined by the activities and related budget for an upcoming 12 month period as mutually agreed by the Parties' Designated Representatives, plus 18 percent overhead for administrative purposes. Funds provided by TECRO for these purposes that are not used within the 12-month period will be refunded by AIT to TECRO.
3. This instrument in no way restricts the Parties or their designated representatives from participating in similar activities with other private agencies, organizations, and individuals.

Article VI

This Agreement shall enter into force on the date of the last signature, and shall remain in force for 5 years from the date of execution unless formally terminated by either of the Parties. This Agreement may be extended or amended upon written request by either Party and the subsequent written concurrence of the other. Either Party may terminate this Agreement at any time by giving a ninety day notice in writing to the other Party and concurrently that Party's designated representative.

USA: 58-8

Any unused funds provided by TECRO for the purpose specified above will be returned to TECRO upon termination of 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

Walter J. Schry
Name

Chen Chen
Name

Deputy Managing Director
Title

Title

10/24/03
Date

2/27 04
Date

USAS 83 -9

駐美國台北經濟文化代表處
Taipei Economic and Cultural Representative Office
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EC-2004-004

February 27, 2004

Ms. Barbara Schrage
Managing Director Ad interim
American Institute in Taiwan
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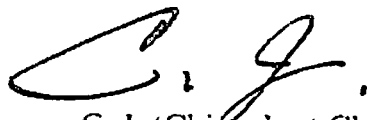
Dear Ms. Schrage:

This is to notify you that, on behalf of my government, I have signed both the AIT-TECRO and TECRO-AIT versions of the Agreement on Technical Cooperation in Forest Management and Nature Conservation. It is my pleasure, under cover of this letter, to return to you the original copy of the AIT-TECRO version of this agreement.

Your assistance in conveying this version of the agreement to the relevant agencies would be much appreciated. We anticipate that the bilateral cooperation made possible through this agreement will result in many mutually beneficial undertakings and outcomes.

With my best regards,

Sincerely yours,



C. J. (Chien-Jen) Chen
Representative

Enclosures: a/s