

AGREEMENT BETWEEN
THE AMERICAN INSTITUTE IN TAIWAN
AND
THE COORDINATION COUNCIL FOR NORTH AMERICAN AFFAIRS
FOR
TECHNICAL ASSISTANCE IN
CUSTOMS OPERATIONS AND MANAGEMENT

This Agreement is made by and between the American Institute in Taiwan (hereinafter referred to as AIT), and the Coordination Council for North American Affairs (hereinafter referred to as CCNAA). This agreement is entered into pursuant to the Taiwan Relations Act (PL 96-8, April 10, 1979; 22 U.S.C. 3301 et. seq.).

Whereas, CCNAA, on behalf of its designated representative, the Ministry of Finance of Taiwan (hereinafter referred to as the Ministry), is desirous of obtaining technical assistance in customs management and operations as outlined in this Agreement,

It is agreed by the signatory parties that AIT, through its designated representative, the United States Customs Service (hereinafter referred to as the USCS), an agency of the Department of the Treasury, will provide technical customs management and operational assistance to CCNAA in accordance with the following terms and conditions:

1. Background/Objective

The Taiwan Ministry of Finance Training Center is sponsoring a 14 week program for Taiwan customs officers focusing on a comparison of customs systems, administrations and practices. AIT's designated representative, the USCS, has been requested to provide eighty (80) hours of lectures and instructions dealing with various aspects of their organization and approach to specific functional areas.

2. Obligations of AIT

a. Topics of Instruction. AIT through its designated representative, the USCS, shall provide instruction in the following six areas:

Customs Administration	- 20 hours
Customs Valuation	- 10 hours
U.S. - Canada Free Trade Agreement	- 10 hours
Fraud Investigations	- 20 hours
Automated Systems/ACS	- 20 hours

b. AIT shall carry out its responsibilities pursuant to this agreement with due diligence and efficiency.

c. AIT shall, through its designated representative, the USCS, furnish to CCNAA, or its designated representative, The Ministry, such information related to the services AIT shall provide to CCNAA pursuant to this Agreement as may be reasonably requested.

d. Upon completion of specific services provided to CCNAA by AIT, as delineated in the Appendix to this Agreement, AIT shall deliver to CCNAA or to its designated representative, The Ministry, all reports, calculations, comments, suggestions, and relevant technical data compiled or prepared by AIT or its designated representative, the USCS, in and under this Agreement. Such shall become the sole property of CCNAA or its designated representative, The Ministry, pursuant to this Agreement.

e. AIT, through its designated representative, the USCS, shall provide suitably qualified training consultants who are acceptable to CCNAA and to CCNAA's designated representative, The Ministry, and shall provide CCNAA with biographical data of the selectees.

f. AIT, through its designated representative, the USCS, shall make all travel arrangements for the training consultants' travel to and from Taiwan, including purchase of tickets, obtaining passports, and reimbursing the consultants for expenses incurred. (See Budget Attachment).

g. Handouts/Language of Instruction. AIT, through its designated representative, the USCS, shall be responsible for developing and copying all instructional handouts for the students, and the handouts shall be in the English language, as will the lectures.

3. Obligations of CCNAA

a. Pursuant to this Agreement, CCNAA shall assist AIT in obtaining visas and other documents necessary for personnel of AIT's designated representative, the USCS, who visit Taiwan as AIT consultants in order to carry out this Agreement.

b. Pursuant to this Agreement, CCNAA shall assist AIT in obtaining the necessary permits and authorizations for carrying out the assistance specified in this Agreement, including access to facilities and areas under the jurisdiction of CCNAA's designated representative, The Ministry, by personnel of AIT's designated representative, the USCS, who are in Taiwan as AIT's consultants.

c. CCNAA shall ensure, pursuant to this Agreement, that AIT or its designated representative, the USCS, is held free and clear of all customs duties and imposition charged by the authorities in the territory represented by CCNAA. Neither AIT nor its designated representative, the USCS, shall be required to pay any duties or taxes in executing the terms and conditions of this Agreement.

4. Financing

a. The cost of AIT consultants' salaries, transportation, per diem, and miscellaneous supplies and equipment shall be reimbursed by the CCNAA after the training program is complete. This shall include time spent developing the various training modules as well as employee time in Taiwan and in travel status. In addition, a 30% overhead charge shall be paid to cover various AIT indirect costs.

b. Reimbursement shall be in the amount shown in the Attachment to this Agreement. CCNAA shall promptly reimburse the AIT in U.S. dollars upon the presentation of the final bill.

5. Payment to AIT

a. All payments shall be sent to the following address:

American Institute in Taiwan
1700 North Moore Street, Suite 1700
Arlington, VA 22209

b. CCNAA shall compensate AIT separately for any additional work as agreed upon between the two parties and resulting from CCNAA's specific request. The scope of work, AIT's costs and method of payment of such additional work will be agreed upon, in writing, by CCNAA and AIT.

6. Amendment and Termination

a. An amendment to any or all of the foregoing provisions may be made by exchange of letters between the AIT and CCNAA indicating mutual agreement with the amendment.

b. Either party may terminate this Agreement before completion of the services provided herein, with the understanding that there will be advance consultation between the parties and that the termination date will be fixed sufficiently in advance to permit orderly withdrawal of personnel and other adjustments.

7. Liability

a. CCNAA agrees to assist in the defense against any suit brought against the Government of the United States; AIT; AIT's designated representative, the USCS; or any instrumentality or officer of the United States, arising out of work performed under this Agreement. CCNAA further agrees to hold the United States; AIT; AIT's designated representative, the USCS; or any instrumentality or officer of the United States, harmless against claim by CCNAA; by CCNAA's designated representative, The Ministry, or any entity or person in Taiwan or elsewhere for personal injury, death, or property damage arising out of work performed under this Agreement.

b. Except for damage to or destruction of property of AIT or its designated representative, the USCS, caused by personnel of AIT or its designated representative, the USCS, CCNAA agrees to reimburse AIT for any damage to or destruction of property belonging to AIT or its designated representative, the USCS, arising out of work performed under this Agreement.

IN WITNESS THEREOF, the parties hereto have hereby set their hands by their duly authorized representatives and have caused this Agreement to be signed and effective the date of the last signature hereafter.

For: Coordination Council for
North American Affairs

American Institute in Taiwan

NAME: Chia-sheng Pan
Director
Economic Division
TITLE: _____
DATE: June 4, 1991

NAME: Glenn Miller
TITLE: Deputy Managing Director
DATE: May 14, 1991

BUDGET ATTACHMENT

TOPIC	CLASS HOURS	PREP. FACTOR	PREP. HOURS	DAYS IN TAIWAN
Customs Admin.	20	4	80	5
Valuation	10	4	40	3
US-Canada FTA	10	4	40	3
Fraud Invest/Enf	20	4	80	5
Computer Aplic/ACS	20	4	80	5
TOTALS	80		320	21

Per Diem 29 x \$248 (Taipei)	\$7,192
Air Travel \$2,400 x 4	\$9,600
Salaries \$4,900 x 2.8 mos.	\$13,860
Training Material	\$3,000
Total	\$33,682
Overhead (30%)	\$10,095
TOTAL	\$43,747

Assumptions: Classes will run 4 hours per day.
Four instructors will be required.
Instructors will fly business class.
Instructors will be in Taipei one day before and one day after their program.
Per diem in Taipei is \$248.
Instructors will be at the GM 14/5 level for \$4,500 per month.
Preparation time will be 4 hours for each hours of class work.
Overhead will be at 30%,