

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE AMERICAN INSTITUTE IN TAIWAN
AND
THE TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE OFFICE IN
THE UNITED STATES ON
INTELLECTUAL PROPERTY RIGHTS ENFORCEMENT COOPERATION**

The American Institute in Taiwan (“AIT”) and the Taipei Economic and Cultural Representative Office in the United States (“TECRO”), collectively the “Participants,”

Seeking to strengthen cooperation to combat intellectual property infringement and trade fraud crimes;

Recognizing the roles of AIT’s designated representative, the U.S. Department of Homeland Security, U.S. Immigration and Customs Enforcement, Homeland Security Investigations (ICE HSI), and TECRO’s designated representatives, the Department of Prosecutorial Affairs and the Investigation Bureau of the Ministry of Justice; the Intellectual Property Branch of the Taiwan High Prosecutors Office; the Customs Administration of the Ministry of Finance; the National Police Agency of the Ministry of the Interior; and the Intellectual Property Office of the Ministry of Economic Affairs; in enforcing intellectual property rights and trade fraud laws; and

Considering the importance of safeguarding public health and safety by impeding the distribution of often harmful counterfeit consumer goods,

Have reached the following understanding:

1. PURPOSE

The Participants, through their designated representatives, intend to enhance cooperative investigative responses to violations of intellectual property rights laws and trade fraud laws, and work together to share best practices, techniques, and information.

2. SCOPE

Assistance under this Memorandum of Understanding (MOU) is intended to be consistent with each Participant’s authorities and within the limits of their resources. No provision of this MOU should be interpreted in a manner that would affect practices relating to mutual assistance and cooperation that already are in place between the Participants. This MOU is not a legally binding agreement, but it is an expression of the intent of the Participants.

3. DEFINITIONS

For the purposes of this MOU:

- A. “Trade fraud laws” mean the laws, regulations, policies, or other governing

directives relating to the enforcement or investigation of customs violations in the territory of the authorities represented by TECRO or in the territory of the authorities represented by AIT, including, but not limited to: false invoicing; false claims of country of origin and illicit transshipment; false markings/labeling, misclassification, misdescription, and under- or over-valuation; import and export smuggling; and duty evasion.

- B. “Intellectual property rights laws” means the laws, regulations, policies, or other governing directives relating to intellectual property that are enforced, investigated, or administered by the designated representatives of the Participants in the territory of the authorities represented by TECRO or in the territory of the authorities represented by AIT.
- C. “Information” means any data, whether or not processed and analyzed, and documents, reports, and other communications in any format, including electronic, certified, or authenticated copies thereof.

4. ROLES AND FUNCTIONS

To achieve the objectives of this MOU, the Participants, through their designated representatives, intend to:

- A. Exchange best practices in investigative trends and enforcement methodology and techniques;
- B. Promote information sharing to enhance law enforcement cooperation relating to intellectual property infringement and trade fraud to stabilize economies, protect public health and safety, and undermine criminal organizations;
- C. Collaborate on training to combat violations of intellectual property rights laws and trade fraud laws, as appropriate;
- D. Share best practices with a specific focus on health and safety issues surrounding violations of intellectual property rights laws;
- E. Expand and improve knowledge on combatting the import, export, and trafficking in counterfeit merchandise, the reproduction and distribution of pirated copyrighted works, and holding violators accountable; and
- F. Exchange information and engage in other cooperative projects as mutually identified by the Participants to support law enforcement efforts relating to intellectual property infringement and trade fraud.

5. COOPERATION AND COORDINATION

- A. All requests for assistance under this MOU should be made through the points of contact of the designated representatives identified in Section 9 below.

- B. Participants, through their designated representatives, intend to use their best efforts to fulfill the requests of the other Participant under this MOU.
- C. It is understood that where a requested Participant, through its designated representative, determines that granting assistance may infringe upon its security, or be contrary to public policy or other substantive public interest, or it would interfere with an ongoing or anticipated investigation, prosecution, or other proceeding, the requested Participant, through its designated representative, may decline to provide its assistance, in whole or in part, may postpone its assistance, or stipulate that its provision of assistance may be dependent upon the fulfillment of certain conditions.
- D. In the event that a request is denied in whole or in part, or postponed, the designated representative of the requesting Participant should be promptly notified.

6. INFORMATION SHARING

- A. The Participants, through their designated representatives, should maintain in confidence all information provided to them under this MOU. Information obtained under this MOU should only be used or disclosed for the purposes specified herein. Except as discussed in Section 6(B) below, such information should not be used or disclosed by the requesting Participant or its designated representative for other purposes or to third parties unless the requested Participant, through its designated representative, expressly approves such use or disclosure in writing.
- B. Nothing in this MOU is intended to preclude the issue or disclosure of information by the receiving Participant or its designated representative to the extent that there is an obligation to do so under applicable laws, regulations, policies, procedures, and other governing directives. The receiving Participant, through its designated representative, should give advance notice of any such proposed disclosure to the designated representative of the providing Participant.
- C. The Participants, through their designated representatives, share the understanding that, under this MOU, they are being provided access to sensitive law enforcement information and are expected to apply appropriate standards with respect to the handling and safeguarding of the information received, commensurate with the sensitivity of such information. In particular, each Participant, through its designated representative, is expected to maintain any personally identifiable information received in accordance with applicable laws and policies and to use recognized security mechanisms such as passwords, encryption, or other reasonable safeguards to prevent unauthorized access.
- D. Information obtained under this MOU should be retained only as long as necessary to carry out the purposes stated in this MOU and in accordance with the laws, regulations, policies, procedures, and other governing directives applicable to the

receiving Participant or designated representative and is expected to be disposed of thereafter.

- E. The Participants, through their designated representatives, intend to provide notification in writing as soon as possible, after any apparent accidental or unauthorized access, use, disclosure, modification or disposal of information received under this MOU, and as soon as practicable after becoming aware of the security breach, to furnish all necessary details of the accidental or unauthorized access, use, disclosure, modification, or disposal of that information.
- F. The Participants, through their designated representatives, intend to provide notification of any errors discovered in information shared under this MOU as soon as practicable. The Participants, through their designated representatives, are expected to take appropriate action with regard to any request for additions, deletions, or corrections to the information, including in any disseminated products that contain such information. The Participants, through its designated representatives, intend to locate and correct any such records as soon as is practicable, but no later than ten (10) working days from the date of notification of error.

7. FUNDING

Each Participant and its designated representative are responsible for their own costs incurred in performing the work under this MOU. This MOU is not an obligation or commitment of funds nor does it serve as a basis to transfer of funds. Expenditures are subject to the Participants' budgetary processes and availability of funds consistent with applicable laws and regulations. The Participants expressly acknowledge that this MOU in no way implies that funding is required to be made available for such expenditures or that the United States Congress will appropriate funds for such expenditures.

8. DURATION AND MODIFICATION

- A. Activities under this MOU are to begin on the date of its signature by both Participants.
- B. The Participants may modify this MOU through mutual written consent.
- C. Either Participant may discontinue participation in this MOU at any time, but should endeavor to provide at least 30 days written notice to the other Participant through the points of contact of the designated representatives identified in Section 9 below.
- D. If participation in this MOU is discontinued by either Participant, ongoing activities undertaken as a result of this MOU should be completed, as appropriate, consistent with this MOU.
- E. Participants and their designated representatives should continue to observe the

protections afforded to information exchanged as a result of participation in this MOU even after activities under this MOU have discontinued.

9. POINTS OF CONTACT

A. Participants, through their designated representatives, should identify points of contact for the purposes of exchanging information under this MOU and update such contacts as necessary.

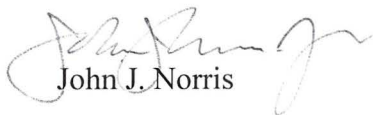
B. Points of Contact

- i. HSI Attaché Office, in Hong Kong
- ii. The Intellectual Property Branch of the Taiwan High Prosecutors Office

Signed at WASHINGTON DC, on FEBRUARY 22, 2017, in duplicate.

For the American Institute in Taiwan:

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



John J. Norris



James K.J. Lee

Managing Director

Deputy Representative