

法規名稱：EXCHANGE OF LETTERS BETWEEN THE TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE OFFICE IN THE UNITED STATES AND THE AMERICAN INSTITUTE IN TAIWAN REGARDING THE ENERGY STAR PROGRAM

簽訂日期：民國 88 年 07 月 08 日

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Benjamin J. Y. Lo

Deputy Representative

July 8, 1999

Taipei Economic and Cultural Representatives

Office in the United States

4201 Wisconsin Avenue, NW

Washington DC 20016-2137

Dear Deputy Representative Lo:

I have the honor to propose an exchange of letters regarding the coordination of labeling of office equipment as Energy Efficient.

This exchange of letters will provide for further cooperation between energy efficiency experts from the territory represented by the American Institute in Taiwan (AIT) and the territory represented by Taipei Economic and Cultural Representative Office in the United States (TECRO). Outlined below are proposed terms of cooperation on energy efficient office equipment programs, using the existing ENERGY STAR name and logo owned by the U.S. Environmental Protection Agency as the common label.

For the purposes of this exchange of letters, the American Institute in Taiwan will administer this program through its designated representative the U.S. Environmental Protection Agency in Washington, DC (EPA). The Taipei Economic and Cultural Representative Office will perform a similar function through its designated representative, the Environmental Protection Administration in Taipei (EPAT).

The American Institute in Taiwan and the Taipei Economic and Cultural Representatives Office, hereinafter "the Parties," desiring to maximize energy savings and environmental benefits by stimulating the supply of and demand for energy-efficient products will cooperate through their designated representatives in

accordance with the following terms.

General Principles

1. A common set of energy-efficiency specifications and a common logo shall be used by the Parties for the purpose of establishing consistent targets for manufacturers, thereby maximizing the effect of their individual efforts on the supply of and demand for such product types.
2. The Parties shall use the International ENERGY STAR Logo for the purpose of identifying qualified energy-efficient product types lined in Annex C.

Definitions

1. For the purposes of this exchange of letters:
 - a. "ENERGY STAR" means the U.S.-registered service mark designated in Annex A and owned by EPA;
 - b. "International Logo" means the U.S.-registered certification mark designated in Annex A and owned by EPA,
 - c. "ENERGY STAR Marks" means the "ENERGY STAR" name and the International Logo, as well as any versions of these marks that may be developed or modified by EPA and EPAT or Program Participants, as herein defined;
 - d. "ENERGY STAR Labeling Program" means a program administered by EPA and EPAT using common energy-efficiency specifications, marks, and guidelines to be applied to designated product types;
 - e. "Program Participants" means manufacturers, vendors, or resale agents that sell designated, energy-efficient products that meet the specifications of and who have chosen to participate in, the ENERGY STAR Labeling Program by registering or entering an agreement with either EPA or EPAT;
 - f. "Specifications" are the energy-efficiency and performance requirements, including testing methods listed in Annex C, used by EPA and EPAT and Program Participants to determine qualification of energy-efficient products for the International Logo.

Management Entities

1. Each Party hereby designates its designated representative as the Management Entity responsible for implementation of this exchange of letters (the "Management Entities").

Administration of the ENERGY STAR Labeling Program

1. Each Management Entity shall administer the ENERGY STAR Labeling Program for the energy-efficient product types listed in Annex C, subject to the terms and conditions set forth in this exchange of letters. Program administration includes registering Program Participants on a voluntary basis, maintaining Program Participant and compliant product lists, and enforcing the rules of the logo use guidelines set forth in Annex B.
2. The ENERGY STAR Labeling Program shall use the Specifications listed in Annex C.
3. Each Management Entity shall take effective measures to educate consumers about the ENERGY STAR marks, in accordance with the logo use guidelines set forth in Annex B. These measures may include informing consumers about the benefits of purchasing energy-efficient products that meet the Specifications, and undertaking marketing or education efforts to stimulate market demand for labeled products.
4. Each Management Entity shall bear its own expenses for all of the activities associated with this exchange of letters,

Participation in the ENERGY STAR Labeling Program

1. Any manufacturer, vendor or resale agent may enter the ENERGY STAR Labeling Program by registering as a Program Participant with the Management Entity of either Party (or other entities entitled to register Program Participants).
2. Program Participants may use the International Logo to identify qualified products that have been tested in their own facilities or by an independent test laboratory and that meet the Specifications set forth in Annex C, and may self-certify product qualification.

3. The registration of a Program Participant in the ENERGY STAR Labeling Program by the Management Entity of one Party (or other entities entitled to register Program Participants) shall be recognized by the other Party.
 4. To facilitate the recognition of Program Participants in the ENERGY STAR Labeling Program in accordance with Paragraph 3 above, the Management Entities shall cooperate in order to maintain common lists of all Program Participants and products that qualify for the International Logo.
 5. Notwithstanding the self-certification procedures specified in Paragraph 2 above, each Management Entity reserves the right to test or otherwise review products that are or have been sold within the territory it represents to determine whether the products are certified in accordance with the Specifications forth in Annex
- C. The Management Entities shall communicate and cooperate fully with one another to ensure all products bearing the International Logo meet the Specifications set forth in Annex C.

Program Coordination

1. Representatives of the Management Entities, as well as representatives of other entities administering the ENERGY STAR Labeling Program shall participate in a Technical Commission to review implementation of the terms of this exchange of letters.
2. The Technical Commission shall meet periodically to review the operation and administration of the ENERGY STAR Labeling Program, the Specifications set forth in Annex C, product coverage, consumer education efforts and the progress in achieving the objectives of this exchange of letters.

Registration of the ENERGY STAR Marks

1. The EPA, as owner of the ENERGY STAR marks, may seek to register the marks in Taiwan. EPAT shall not seek or obtain any registration of the ENERGY STAR marks or any variation of the marks in any country or territory.

- 2.If the EPA registers the marks in Taiwan, the EPA undertakes not to consider as an infringement of these marks the proper use by EPAT or by any Program Participant registered by EPAT, of the marks contained in Annex A in accordance with the terms of this exchange of letters.

Enforcement and Non-Compliance

- 1.In order to protect the ENERGY STAR marks, each Management Entity shall ensure the proper use of the ENERGY STAR marks within the territory it represents. Each Management Entity shall ensure that the ENERGY STAR marks are used only in the form that appears in Annex A. Each Management Entity shall ensure that the ENERGY STAR marks are used solely in the manner specified in the logo use guidelines set forth in Annex B.
- 2.Each Management Entity shall ensure that prompt and appropriate actions are taken against Program Participants whenever they have knowledge that a Program Participant has used an infringing mark or has affixed the ENERGY STAR marks to a product that does not comply with the Specifications set forth in Annex C. Such actions shall include, but not be limited to:
 - (a) Informing the Program Participant in writing of its non-compliance with the terms of the ENERGY STAR Labeling Program ;
 - (b) Through consultations, developing a plan to reach compliance; and
 - (c) If compliance cannot be reached terminating the registration of the Program Participant as appropriate.
- 3.Each Management Entity shall ensure that all reasonable actions are taken to end the unauthorized use of the ENERGY STAR marks or use of an infringing mark by an entity that is not a Program Participant. Such actions shall include, but shall not be limited to:
 - (a) Informing the entity using the ENERGY STAR marks of ENERGY STAR Labeling Program requirements and proper logo use guidelines; and

(b) Encouraging the entity to become a Program Participant and register qualified products.

4. EPAT shall immediately notify EPA of any infringement of the ENERGY STAR marks of which it has knowledge as well as the action taken to end such infringement.

Procedures for Amending the Terms of the Exchange of letters and its Annexes A and B, and for Adding New Annexes

1. Either Management Entity may propose an amendment, in writing, to the terms of this exchange of letters and may propose new annexes.

2. EPA may propose an amendment, in writing, to Annexes A and B.

3. Amendments to the terms of this exchange of letters or additions of new annexes shall be made by mutual agreement of AIT and TECRO and the Management Entities.

4. Amendments to Annexes A and B shall be made by agreement of AIT and TECRO and the Management Entities and other entities administering the ENERGY STAR Labeling Program.

Procedures for Amending Annex C

1. A Management Entity seeking to amend Annex C to revise existing Specifications, or to add a new product type ("Proposing Management Entity") shall follow the procedures set forth in paragraphs 1 and 2 of "Procedures for Amending the Terms of the Exchange of Letters and its Annexes A and B, and for Adding New Annexes" section, and shall include in its proposal:

- (a) A demonstration that significant energy savings would result from revising the Specifications or adding the new product type;
- (b) Evidence of existing technology that would make possible cost-effective energy savings without negatively affecting product performance,
- (c) Information on the estimated number of product models that would meet the proposed specification and approximate market share represented;

- (d) Information on the views of industry groups potentially affected by the proposed amendment; and
 - (e) A proposed effective date for the new Specifications, taking into consideration product life cycles and production schedules.
2. Proposed amendments that are accepted by IUT and TECRO, both Management Entities, and other entities administering the ENERGY STAR Labeling Program, shall enter into force on a date agreed by AIT and TECRO and the Management Entities.
3. If, after receipt of a proposal made in accordance with paragraphs 1 and 2 of "Procedures for Amending the Terms of the Exchange Letters and its Annexes A and B, and for Adding New Annexes" section the other Management Entity ("Objecting Management Entity") is of the view that the proposal does not meet the requirements specified in Paragraph 1 above or otherwise objects to the proposal it shall promptly (normally by the next Technical Commission Meeting) notify the Proposing Management Entity in writing of its objection and include any available information supporting its objection; for example information demonstrating that the proposal, if adopted, would likely:
- (a) Disproportionately and unfairly confer market power on one company or industry group;
 - (b) Undermine overall industry participation in the ENERGY STAR labeling program;
 - (c) Conflict with its laws and regulations; or
 - (d) Impose burdensome technical requirements.
4. The Management Entities, with other members of the Technical Commission, shall make best efforts to reach agreement on the proposed amendment at the first meeting of the Technical Commission following the proposal. If members of the Technical Commission are unable to reach agreement on the proposed amendment at this meeting, they shall seek to reach agreement in writing prior to the subsequent Technical Commission meeting.
5. If, by the end of the subsequent Technical Commission meeting,

the members are unable to reach agreement the proposing Management Entity shall withdraw its proposal; and with respect to proposals to revise existing Specifications the corresponding product type shall be removed from Annex C by the date agreed upon in writing by members of the Technical Commission. All Program Participants shall be informed of this change and of the procedures to be followed to implement this change.

General Provisions

1. Other environmental labeling programs are not covered by this exchange of letters.
2. All activities undertaken under the terms of this exchange of letters shall be subject to the applicable laws and regulations in the territories represented by AIT and TECRO and to the availability of resources.
3. Nothing in this exchange of letters shall affect the rights and obligations of any Party deriving from a bilateral, regional or multilateral agreement into which it has entered prior to the entry into force of this exchange of letters.
4. Notwithstanding any other provisions of the terms of this exchange of letters, EPA may register Program Participants with respect to product types not included in Annex C, that are part of the U. S. domestic ENERGY STAR Labeling Program. Neither EPA nor EPAT shall hinder the import, export, sale or distribution of any product because it bears the domestic energy-efficiency marks of the other Party.

If the activities and the terms set forth in this letter are acceptable to TECRO, this letter, together with your reply, shall constitute an exchange of letters and shall be effective upon your reply. AIT and TECRO may terminate the terms of this exchange of letters at any time by providing three months written notice to the other Party.

In the event of termination of the terms of this exchange of letters, EPA and EPAT shall inform all Program Participants which they have registered of the termination of the joint prog-



ram. In this case, EPAT will not use the ENERGY STAR marks. E-PAT shall ensure that it and any Program Participants which it has registered cease using the ENERGY STAR marks by the date agreed upon in writing by EPA and EPAT.

Sincerely,

Barbara J. Snfrragt
Deputy Managing Director

Annexes: Annex A, ENERGY STAR trternational Logo
Annex B, Logo Use Guidelines
Annex C, Prodnd specifications and test methods

CC: Hsuing-Wen Chen, EPAT/AQPNC
Hueychen Chien, EPAT/AQPNC
Zdward Linky, EPA/Rzgion 2
Yu-ting Liu, EPA/OIA
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駐美國台北經濟文化代表處

Taipei Economic and Cultural Representative Office in the United
States 4201 Wivonsin Avenue, N.W.. Washington. D.C. 20016
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July 8, 1999

Ms. Barbara J. Schrage
Deputy Managing Director
American Institute in Taiwan
1700 North Moore Street, 17tj Floor
Artington VA 22209

Dear Ms. Schrage:

I have the honor to acknowledge receipt of your lcttn dated luty 8, 1999, which describe; the proposed tams nfroopaation for ene-rgy efficient offtice equipment labeling programs. In addition I have received the Annex A, B, and C which form part of those te-

terms of cooperation Your letter reads as follows:

"I have the honor to propose an exchange of letters regarding the coordination of labeling of office equipment as energy efficient. This exchange of letters will provide further cooperation between energy efficiency experts from the territory represented by the American Institute in Taiwan (AIT) and the territory represented by Taipei Economic and Cultural Representative Office in the United States (TECRO). outlined below are proposed terms of cooperation on energy efficient office equipment programs using the existing ENERGY STAR name and logo owned by the US. Environmental Protection Agency as the common label.

For the purposes of this exchange of letters, the American Institute in Taiwan will administer this program through its designated representative; the U. S. Environmental Protection Agency in Washington, DC (EPA). The Taipei Economic and Cultural Representative Office will administer a similar program through its designated representative, the Environmental Protection Administration in Taipei (EPAT).

The American Institute in Taiwan and Taipei Economic and Cultural Representative Office, hereinafter "the Parties," desiring to maximize energy savings and environmental benefits by stimulating the supply of and demand for energy-efficient products, will cooperate through their designated representatives in accordance with the following terms:

General Principles

1. A common set of energy-efficiency specifications and a common logo shall be used by the Parties for the purpose of establishing consistent targets for manufacturers, thereby maximizing the effect of their individual efforts on the supply of and demand for such product types.
2. The Parties shall use the international ENERGY STAR Logo for the purpose of identifying qualified energy-efficient product types listed in Annex C.

Definitions

1. For the purposes of this exchange of letters:

- a. "ENERGY STAR" means the U.S.-registered service mark designated in Annex A and owned by EPA;
- b. "International Logo" means U.S. -registered certification mark designated in Annex A and owned by EPA;
- c. "ENERGY STAR Marks" means the "ENERGY STAR" name and the International Logo, as well as any versions of these marks that may be developed or modified by the EPA and EPAT or Program Participants, as herein defined;
- d. "ENERGY STAR Labeling Program" means a program administered by EPA and EPAT using common energy-efficiency specifications, marks, and guidelines to be applied to designated product types;
- e. "Program Participants" means manufacturers, vendors, or resale agents that sell designated, energy-efficient products that meet the specifications of and who have chosen to participate in the ENERGY STAR Labeling Program by registering or entering an agreement with either EPA or EPAT; "Specifications" are the energy-efficiency and performance requirements, including testing methods listed in Annex C, used by EPA and EPAT and Program Participants to determine qualification of energy-efficient products for the International Logo.

Management Entities

1. Each Party hereby designates its designated representative as the Management Entity responsible for implementation of this exchange of letters (the "Management Entities")

Administration of the ENERGY STAR Labeling Program

1. Each Management Entity shall administer the ENERGY STAR Labeling Program for the energy-efficient product types listed in Annex C, subject to the terms and conditions set forth in this exchange of letters. Program administration includes registering Program Participants on a voluntary basis, maintaining Program Participant and compliant product lists, and enforcing

the terms of the logo use guidelines set forth in Annex B.

2.The ENERGY STAR Labeling Program shall use the Specifications listed in Annex C.

3.Each Management Entity shall take effective measures to educate consumers about the ENERGY STAR marks, in accordance with the logo use guidelines set forth in Annex B.

These measures may include informing consumers about the benefits of purchasing energy-efficient products that meet the Specifications, and undertaking marketing or education efforts to stimulate market demand for labeled products.

4.Each Management Entity shall bear its own expenses for all of the activities associated with this exchange of letters.

Participation in the ENERGY STAR Labeling Program

1.Any manufacturer, vendor or resale agent may enter the ENERGY STAR Labeling Program by registering as a Program Participant with the Management Entity of either Party (or other entities entitled to register Participants).

2.Program Participants may use the International Logo to identify qualified products that have been tested in their own facilities or by an independent test laboratory and that meet the Specifications set forth in Annex C, and may self-certify product qualification

3.The registration of a Program Participant in the ENERGY STAR Lablling Program by the Management Entity of one Party (or other entities entitled to register Program Participants) shall be recognized by the other Party.

4.To facilitate the recognition of Program Participants in the ENERGY STAR Labeling Program in accordance tvith Paragraph 3 above, the ManagementEntities shall cooperate in order to maintain common lists of all Program Participants and products t-hat qualify for the International Logo.

5.Notwithstanding the self-certification procedures specified in Paragraph 2 above, each Management Entity reserves the right to test or othirwise review products that are or have been so-

ld within the territory it represents to determine whether the products are certified. in accordance with the Specifications set forth in Annex C. The Management Entities shall communicate and cooperate fully with one another to ensure all products bearing the International Logo meet the Specifications set forth in Annex C.

Program Coordination

1. Representatives of the Management Entities, as well as representatives of other entities administering the ENERGY STAR Labeling Program, shall participate in a Technical Commission to review implementation of the terms of this exchange of letters .
2. The Technical Commission shall meet periodically to review the operation and administration of the ENERGY STAR Labeling Program, the Specifications set forth in Annex C, product coverage , consumer education efforts and the progress in achieving the objectives of this exchange of letters

Registration of the ENERGY STAR Marks

1. The EPA as owner of the ENERGY STAR marks, may seek to register the marks in Taiwan. EPAT shall not seek or obtain any registration of the ENERGY STAR marks or any variation of the marks in any country or territory.
2. If the EIA registers the marks in Taiwan, the EPA undertakes not to consider as an infringement of these marks the proper use, by EPAT or by any Program Participant registered by EPAT, of the marks remained in AMex Ain accordance with the terms of this exchange of letters.

Enforcement and Non-Compliance

1. In order to protect the ENERGY STAR marks, each Management Entity shall ensure the proper use of the ENERGY STAR marks within territory it represents. Each Management Entity shall ensure that the ENERGY STAR marks are used only in the form that app-

ears in Annex A Each Management Entity shall ensure that the ENERGY STAR marks are used solely in the manner specified in the logo use guidelines set forth in Annex

2. Each Management Entity shall ensure that prompt and appropriate actions are taken against Program Participants whenever they have knowledge that a Program Participant has used an infringing mark or has affixed the ENERGY STAR marks to a product that does not comply with the Specifications set forth in Annex C. Such actions shall include, but not be limited to:

- (a) Informing the Program Participant in writing of its non-compliance with the terms of the ENERGY STAR Labeling Program ;
- (b) Through negotiations, developing a plan to reach compliance; and
- (c) If compliance cannot be reached, terminating the registration of the Program Participant, as appropriate.

3. Each Management Entity shall ensure that all reasonable actions are taken to end the unauthorized use of the ENERGY STAR marks or use of an infringing mark by an entity that is not a Program Participant. Such actions shall include, but shall not be limited to:

- (a) Informing the entity using the ENERGY STAR marks of ENERGY STAR Labeling Program requirements and proper logo use guidelines; and
- (b) Encouraging the entity to become a Program Participant and register qualified products.

4. EPAT shall immediately notify EPA of any infringement of ENERGY STAR marks of which it has knowledge as well as the action taken to end such infringement.

Procedures for Amending the Terms of the Exchange of letters and its Annexes A and B, and for Adding New Annexes

1. Either Management Entity may propose an amendment in writing, to the terms of this, exchange of letters and may propose new annexes.

2. EPA may propose an amendment in writing, to Annexes A and B.
3. Amendments to the terms of this exchange of letters or additions of new annexes shall be made by mutual agreement of AIT and TECRO and the Participating Entities.
4. Amendments to Annexes A and B shall be made by agreement of AIT and TECRO and the Management Entities and other entities administering the ENERGY STAR Labeling Program.

Procedures For Amending Annex C

1. A Management Entity seeking to amend Annex C to revise a Specification or to add a new product type ("Proposing Management Entity") shall follow the procedures set forth in paragraphs 1 and 2 of "Procedures for Amending the Terms of the Exchange Agreement and its Annexes A and B, and for Adding New Annexes" section, and shall include in its proposal:
 - (a) A demonstration that significant energy savings would result from revising the Specifications or adding the new product type;
 - (b) Evidence of existing technology that would make possible cost-effective energy savings without negatively affecting product performance;
 - (c) Information on the estimated number of product models that would meet the proposed specification and approximate market share represented,
 - (d) information on the views of industry groups potentially affected by the proposed amendment; and
 - (e) A proposed effective date for the new Specifications, taking into consideration product life cycles and production schedules.
2. Proposed amendments that are accepted by AIT and TECRO, both Management Entities, and other entities administering the ENERGY STAR Labeling Program shall enter into force on a date agreed by AIT and TECRO and the Management Entities.
3. If, after receipt of a proposal made in accordance with paragraphs 1 and 2 of "Procedures for Amending the Terms of the Exc-

change of length and its Annexes A and B, and for Adding New Annexes" section, the other Management Entity ("objecting Management Entity") is of the view that the proposal does not meet the requirements specified in Paragraph I above or otherwise objects to the proposal it shall promptly (normally by the next Technical Commission Meeting) notify the Proposing Management Entity in writing of its objection and shall include any available information supporting its objection; for example, information demonstrating that the proposal, if adopted, would likely:

- (a) Disproportionately and unfairly confer market power on one company or industry group,
- (b) Undermine overall industry participation in the ENERGY STAR labeling program;
- (c) Conflict with its laws and regulations, or
- (d) Impose burdensome technical requirements.

4. The Management Entities, with other members of the Technical Commission shall make best efforts to reach agreement on the proposed amendment at the first meeting of the Technical Commission following the proposal. If members of the Technical Commission are unable to reach agreement on the proposed amendment at this meeting, they shall seek to reach agreement in writing prior to the subsequent Technical Commission meeting.

5. If, by the end of the subsequent Technical Commission meeting, the members are unable to reach agreement, the Proposing Management Entity shall withdraw its proposal; and with respect to proposals to revise existing Specifications, the corresponding product type shall be removed from Annex C by the date agreed upon in writing by members of the Technical Commission. All Program Participants shall be informed of this change and of the procedures to be followed to implement this change.

General Provisions

1. Other environmental labeling programs are not covered by this

exchange of letters.

2. All activities undertaken under the terms of this exchange of letters shall be subject to the applicable laws and regulations in the territories represented by AIT and TECRO and to the availability of resources.
3. Nothing in this exchange of letters shall affect the rights and obligations of any Party deriving from a bilateral, regional or multilateral agreement into which it has entered prior to the entry into force of this exchange of letters.
4. Notwithstanding any other provisions of the terms of this exchange of letters, EPA may register Program Participants with respect to product types not included in Annex C, that are part of the U.S. domestic ENERGY STAR Labeling Program. Neither EPA nor EPAT shall hinder the import, export, sale or distribution of any product because it bears the domestic energy-efficiency marks of the other Party.

If the activities and the terms set forth in this letter are acceptable to TECRO, this letter, together with your reply, shall constitute an exchange of letters and shall be effective upon your reply. AIT and TECRO may terminate the terms of this exchange of letters at any time by providing three months written notice to the other Party.

In the event of termination of the terms of this exchange of letters, EPA and EPAT shall inform all Program Participants which they have registered of the termination of the joint program. In this case, EPAT will not use the ENERGY STAR marks. EPAT shall ensure that it and any Participants which has registered cease using the ENERGY STAR marks by the date agreed upon in writing by EPA and EPAT."

In reply I have the honor to accept, on behalf of TECRO, the understanding and to confirm that the aforesaid letter and this reply shall constitute an exchange of letters between AIT and TECRO, effective on today's date.

Sincerely yours,

Benjamin L.Y.Lo

Deputy Representative