

法規名稱：COOPERATIVE SERVICE AGREEMENT BETWEEN THE AMERICAN INSTITUTE IN TAIWAN AND THE COORDINATION COUNCIL FOR NORTH AMERICAN AFFAIRS TO FACILITATE FRUIT AND VEGETABLE INSPECTION THROUGH THEIR DESIGNATED REPRESENTATIVES UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS) AND THE TAIWAN PROVINCIAL FRUIT MARKETING COOPERATIVE (TPFMC) SUPERVISED BY THE TAIWAN COUNCIL OF AGRICULTURE (COA) (AD.1993.04.28)

簽訂日期：民國 82 年 04 月 28 日

生效日期：民國 82 年 04 月 28 日

THIS AGREEMENT, is made and entered into by and between the Coordination Council for North American Affairs, hereinafter referred-to as CCNAA, and the American Institute in Taiwan, hereinafter referred to as AIT. The U.S. Department of Agriculture, Animal and Plant Health Inspection Service, hereinafter referred to as APHIS, will serve as the designated representative of AIT. The Taiwan Provincial Fruit Marketing Cooperative, hereinafter referred to as TPFMC, acting under the supervision of the Taiwan Council of Agriculture, hereinafter referred to as COA, will serve as the designated representative of CCNAA.

WHEREAS, the authorities represented by AIT require that certain fruit and vegetables imported from Taiwan to treated and/or inspected by an AIT consultant/APHIS Officer to insure the risk of introducing pests into the United States is eliminated; and

Whereas, the purpose of this Agreement is to facilitate inspection of fruit offered for import at embarkation points outside the United States as requested by CCNAA. This treatment and inspection of the fruit outside the United States will aid in keeping undesirable pests and diseases from entering the United States, thus giving added protection to the fruit-producing areas of the United States; and

Whereas, it is the intention of the parties hereto that such co-operation shall be for their mutual benefit and the benefit of the people of the United States or Taiwan.

NOW, THEREFORE, for and in consideration of the promises and mutual covenants herein contained the parties hereto do mutually

agree with each other as follows:

A.CCNAA Agrees:

- 1.To pay to AIT, upon execution of the Agreement, monies in the amount of \$15,400.00 to be expended in accordance with the U.S . Department of Agriculture regulations, to cover all salaries (including overtime), travel, subsistence, and other incidental expenses for Officers needed to perform the work herein described and for administrative expenses incidental to carrying out the cooperative activities. It is further agreed that the cost of salaries will include the Federal share of AIT consultant benefits. If the initial amount is not sufficient to meet the workload cost under this Agreement, a further sum determined by AIT shall be paid prior to completing the work funded by the initial amount. All subsequent payments shall be made by check.
- 2.To obtain any necessary permits or licenses required for AIT consultants representing APHIS or AIT Officer/Officers to have free access to locations necessary for performance of the planned work.
- 3.To furnish facilities in Taiwan for the AIT consultants to treat and/or inspect fruit offered for import into the United States.

B.AIT Through its Designated Representative Agrees:

- 1.To furnish as requested by CCNAA necessary inspection personnel to: a) review and certify their inspection and treatment facilities, b) provide supervision of the vapor heat treatment, and c) inspect and release the fruit for shipment to the United States when it meets plant quarantine requirements. The Officer/Officers will be furnished at the time or times agreed upon by the parties insofar as availability of personnel will permit.
- 2.To make an accounting of the monies paid by CCNAA at the end of each quarter and a final accounting upon termination of the Agreement. Any balance remaining unobligated at the conclusion of the Federal fiscal year may be utilized during the ensuing



fiscal year if a continuation of the inspection services is required. Any unobligated balance upon termination of the Agreement shall be returned to CCNAA.

C.Related Agreement:

1.Cooperation concerning preclearance of fruit for impart to the United States can best be facilitated through the existing Guidelines for a Cooperative Program in the Agricultural Sciences signed in January 1986 by and between CCNAA and AIT and managed by COA and USDA/Office of International Cooperation and Development (OICD) as their designated representative, respectively.

D.It is Mutually Understood and Agreed:

1.This Agreement shall become effective upon the date of final signature and shall continue indefinitely. This Agreement may be amended at any time by mutual agreement of the parties in writing. It may be terminated by either party upon 60 days written notice to the other party and provided further, that in the event CCNAA does not for any reason pay the necessary funds, AIT is relieved of the obligation to continue any operations under this Cooperative Senrice Agreement.

For The American Institute
in Taiwan (AIT)

[Signed]

Name

Title: Deputy Managing Director

Date: April 28, 1993

For The Coordination Council for
North American Affairs (CCNAA)

[signed]

Name

Title: Deputy Representative

Date: April 28, 1993

BUDGET ESTIMATE PRECLEARANCE MANGOES FISCAL YEAR 1993
TO BE COMPLETED PRICE TO EACH OFFICER (S) DETAIL

OFFICER(S):

1 PPB OFFICER

PERIOD AND LOCATION:

20 DAYS

COOPERATOR:

TAIWAN MANCO PRECLEARANCE

ACCOUNTING CODE:

35950-10039

OFFICIAL INVITATION ON FILE: YES

TYPE: FUMIGATION PRECLEARANCE X VESSEL CERTIFICATION

THIS DOES NOT INCLUDE ANY OVERTIME HOURS:

ESTIMATED COSTS:	Salaries W/Benefits	\$2,845.00
	Transportation	4,300.00
	Lodging & M&IE	5,480.00
	Miscellaneous Expenses	200.00
		<hr/>
	Estimated Direct Cost	\$12,825.00
	Administrative Cost	2,071.00
	OICD OVERHEAD	500.00
		<hr/>
	TOTAL ESTIMATED COST	\$15,396.00

Prior to initiating the requested Service, the following will be accomplished:

\$15,400.00 MUST be requested and received prior to any TDY assignment.

PREPARED BY:

[Signed]

Carolyn W. Corbe, Budget Analyst

Budget & Cooperative Agreements

Resource Management Support

International Services

APPROVED BY:

[Signed]

Anna G. West, Section Head

Budget & Cooperative

Agreements

Resource Management Support

International Services