

法規名稱：APPENDIX NO. 8 TO THE AGREEMENT BETWEEN THE TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE OFFICE IN THE UNITED STATES AND THE AMERICAN INSTITUTE IN TAIWAN FOR TECHNICAL ASSISTANCE IN AREAS OF WATER RESOURCE DEVELOPMENT

簽訂日期：民國 93 年 11 月 16 日

生效日期：民國 93 年 11 月 16 日

APPENDIX NO. 8 TO THE AGREEMENT BETWEEN THE TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE OFFICE IN THE UNITED STATES AND THE AMERICAN INSTITUTE IN TAIWAN FOR TECHNICAL ASSISTANCE IN AREAS OF WATER RESOURCE DEVELOPMENT

I. Purpose of Appendix

1. This Appendix between the Taipei Economic and Cultural Representative Office in the United States (TECRO) and the American Institute in Taiwan (AIT) provides a framework through which the Bureau of Reclamation (Reclamation), the designated representative of AIT, can perform the following reimbursable services for the Ministry of Economic Affairs (MOEA), the designated representative of TECRO:

- a. Develop guidelines of river restoration planning and design applicable to Taiwan;
- b. Provide technical consultation on river restoration master plan;
- c. Conduct debris flow studies;
- d. Conduct sediment transport studies;
- e. Develop training programs and provide technology transfer program through training courses and on-the-job training.

The techniques, guidelines, models, training, and technology transfer programs being developed under this Appendix are for the benefit of TECRO's designated representative, MOEA, and other organizations in Taiwan. Reclamation may contract with the Hydroscience and Training Center (HTC) at the Colorado State University to complete some of the work in accordance with this Appendix. The HTC may also contract with other universities and research institutes in Taiwan and the United States to

complete some of the work.

Implementing Arrangements describing the specific activities to be conducted under this Appendix shall be concluded by AIT and TECRO on an annual basis after consultations have been completed between AIT and its designated representative, Reclamation, and TECRO and its designated representative, MOEA. Each Implementing Arrangement shall be subject to the terms of the Agreement and if there is a conflict between any provision(s) of an Implementing Arrangement and the Agreement, then applicable provisions of the Agreement shall govern.

2. TECRO's designated representative, MOEA, will perform the following tasks for AIT's designated representative, Reclamation, at no cost to AIT or Reclamation:

- a. Provide information and data needed for Reclamation to conduct the studies specified in Item 1;
- b. Evaluate recommendations made by Reclamation.

3. AIT's designated representative, Reclamation, and HTC, acting through Reclamation, will provide the following items for TECRO's designated representative, MOEA, at no cost to TECRO or MOEA:

- a. Provide literature review and evaluation regarding river restoration;
- b. Provide literature review and evaluation regarding surface erosion.

II. Estimated Cost of Services

The estimated annual cost for the services to be provided by AIT's designated representative, Reclamation, is \$150,000. and the total cost for the 4-year service is \$600,000. AIT will bill TECRO for actual costs incurred, but those costs are not to exceed the estimated costs without prior approval from TECRO, or its designated representative, MOEA. These costs include base salary, benefits, administrative overhead, travel, per diem, computer and other associated costs. The actual annual costs, however, are subject to the available funding provided by MOEA and

the actual Reclamation services pursuant to the Study.

III. Financial Provision

Payments and other financial arrangements shall be as set forth in Article VII, as amended, of the Agreement.

IV. Duration

This Appendix will become effective upon the date of the last signature of the duly authorized representatives of AIT and TECRO, and will remain in effect until the services described herein, or as amended, are completed. The estimated duration is four years. Either party may terminate this Appendix as provided for in Article XI of the Agreement.

VI. Authorizing Signatures

TAIPEI ECONOMIC AND CULTURAL
REPRESENTATIVE OFFICE IN THE
UNITED STATES

Jaw Ling J. Chang
Deputy Representative

AMERICAN INSTITUTE IN TAIWAN

Barbara J. Schrage
Managing Director ad interim

Date:11/16/2004

Date:08/19/2004