

法規名稱：AMENDMENT NO. 2 TO 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 101 年 05 月 29 日

生效日期：民國 101 年 11 月 13 日

Upon signature below by both parties involved, the above Appendix No. 8 to the Technical Assistance Agreement (Agreement) dated July 13, 1987, is hereby amended as follows:

1. Section I, Purpose of Appendix, will be amended to read as follows:

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. River restoration and river sediment management;
- b. Turbidity current prediction and application;
- c. Basin sediment management and reservoir management in adaptation to climate change;
- d. Dam and levee breaching;
- e. Technical training in areas of interest to MOEA;
- f. Promotion of R&D results to other places (initiated and led by MOEA and assisted by Reclamation);

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.

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. Section II, Estimated Cost of Services, will be amended to read as follows:

The estimated annual cost for the services to be provided by AIT ' s designated representative, Reclamation, is \$170,000, and the total cost for the 5-year service is \$850,000. 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. MOEA may request Reclamation to undertake additional work above and beyond the baseline amount of \$170,000 and this work will be budgeted for separately. The actual annual costs, however, are subject to the available funding provided by MOEA and the actual Reclamation services pursuant to this Appendix.

3. Section IV, Duration, will be amended to read as follows:

This Appendix will become effective from the date November 13, 2012, and will remain in effect for five years. Either party may terminate this Appendix as provided for in Article XI of the Agreement.

4. Section III, Financial Provisions, and the articles of the Agreement remain in effect.

TAIPEI ECONOMIC AND CULTURAL AMERICAN INSTITUTE IN TAIWAN  
REPRESENTATIVE OFFICE IN THE  
UNITED STATES

Ta-Tung Chang	Barbara J. Schrage
Deputy Representative	Managing Director

May 29, 2012	May 24, 2012
Date	Date