

法規名稱：AGREEMENT BETWEEN THE TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE OFFICE IN THE UNITED STATES AND THE AMERICAN INSTITUTE IN TAIWAN REGARDING THE TRANSFER OF FROZEN CANINE SEMEN

簽訂日期：民國 103 年 09 月 11 日

生效日期：民國 103 年 09 月 11 日

ARTICLE I

PURPOSE

This Agreement between the Taipei Economic and Cultural Representative Office in the United States (TECRO) and the American Institute in Taiwan (AIT) (hereinafter referred to as the “ Parties ”)sets forth the terms and conditions under which AIT, through its designated representative, the Transportation Security Administration of the United States Department of Homeland Security (TSA), will facilitate the transfer of two(2) breeding units per dog for six(6) dogs, for a total of twelve (12) breeding units, of frozen canine semen (Biological Materials) to TECRO for the purpose of providing assistance related to the canine breeding program of TECRO ’ s designated representative, Taiwan Customs (TC).

ARTICLE II

TRANSFER OF BIOLOGICAL MATERIALS

- A. TSA, acting as the designated representative of AIT, will provide to TC, the designated representative of TECRO, the Biological Materials, collected and transported consistent with the “ Quarantine Requirements for the Importation of Frozen Canine Semen ” promulgated by the Taiwan Council of Agriculture on March 14, 2007, attached as Appendix A hereto. It is anticipated that the Biological Materials will arrive at the final destination by November 15, 2014.
- B. Should additional services be required, the date, duration, scope, and estimated cost of such services shall be agreed by AIT and TECRO in a written amendment to this Agreement.

ARTICLE III

PAYMENT

- A. TSA, acting as the designated representative of AIT, shall pay all shipping, storage, export and import costs, fees and expenses in connection with the transfer of the Biological Materials to TC, which costs, fees and expenses shall be specified in an invoice to be provided by AIT to TECRO.
- B. Not later than thirty (30) days following receipt of the invoice, TC, acting as the designated representative of TECRO, will reimburse TSA in full for the actual costs specified therein. Such reimbursement shall be made in U.S. dollars either by check or electronic funds transfer.

ARTICLE IV

USE RESTRICTIONS

- A. The Parties, on behalf of their designated representatives, agree that the Biological Materials will be used solely for the purpose of breeding canines under the TC Detector Dog Breeding and Training Program, including research related thereto, at TC facilities by TC employees or others working under the direct supervision of TC employees.
- B. The Parties, on behalf of their designated representatives, agree that the Biological Materials will not be sold or otherwise transferred, in whole or in part, to any person or entity outside of TC without the prior written consent of AIT on behalf of its designated representative TSA.
- C. The Parties, on behalf of their designated representatives, agree that canine progeny derived from the Biological Materials will be used solely for bona fide purpose of the authorities represented by TECRO and will not be sold, leased, licensed or otherwise transferred to a for-profit organization.

ARTICLE V

INTELLECTUAL PROPERTY

- A. For purposes of this Agreement, “ Intellectual Property ” means the subject matter listed in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967 and may include other subject matter as agreed by the Parties.
- B. The Parties acknowledge and agree that any Intellectual Property rights that may exist in the Biological Materials are the sole and exclusive property of TSA, that the transfer of the Biological Materials contemplated in the Agreement does not transfer ownership, title, or interest, of any Intellectual Property rights and that no sublicenses or other rights therein are provided to TECRO or its designated representative TC by this Agreement.
- C. Any disagreement or dispute arising under this Article V shall be resolved through discussions between the Parties through their designated representatives.

ARTICLE VI

NO WARRANTY

The Parties acknowledge and agree that neither AIT nor its designated representative TSA makes any representations and extends any warranties of any kind, either express or implied, and that there are no express or implied warranties of merchantability or fitness for a particular purpose.

ARTICLE VII

CONTACT INFORMATION

- A. The designated AIT office for the coordination and management of this Agreement, and to which all requests for services under this Agreement should be addressed, is:
- American Institute in Taiwan
Managing Director
1700 N. Moore Street, Suite 1700
Arlington, VA 22209
- B. The designated TECRO office for the coordination and



management of this Agreement, and to which all requests for services under this Agreement should be addressed, is:

Taipei Economic and Cultural
Representative Office in the
United States
Deputy Representative
4201 Wisconsin Ave NW,
Washington, DC 20016

ARTICLE VIII

ENTRY INTO FORCE AND TERMINATION

- A. This Agreement will enter into force on the date of the last signature.
- B. This Agreement may be terminated at any time by mutual consent of the Parties, or by either Party upon sixty (60) days' notice in writing to the other Party. The obligations of the Parties under Articles IIIB., IV, and V of this Agreement shall survive its termination.

FOR THE
TAIPEI ECONOMIC
AND CULTURAL
REPRESENTATIVE
OFFICE
IN THE UNITED
STATES

FOR THE
AMERICAN
INSTITUTE IN
TAIWAN

Eleanor Wang

Joseph R. Donovan Jr.

TITLE:
Deputy Representative

TITLE:
Managing Director

DATE:

Sept 11, 2014

DATE:

Mar 12, 2014

PLACE:

Washington, D.C

PLACE:

Washington, D.C
