

法規名稱：AMENDMENT NO. 3 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 106 年 12 月 13 日

生效日期：民國 106 年 12 月 13 日

The Taipei Economic and Cultural Representative Office in the United States (TECRO) and the American Institute in Taiwan (AIT) (hereinafter referred to collectively as “ the Parties ”)；

Recalling the Agreement between TECRO and AIT for Technical Assistance in Areas of Water Resource Development, signed on August 24, 1987, as amended and extended, and Appendix 8 thereto, the most recent extension of which was for an additional five (5) years from November 13, 2012, as agreed by the Parties on May 24 and 29, 2012 (“ the Agreement ”)

Have agreed as follows:

1. Section I, Purpose of Appendix, is hereby deleted and replaced with the following:

“I. Purpose of Appendix

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. Watershed runoff and soil erosion numerical model development;
- b. Estuary flow and sediment transport numerical model development;

- c. River hydraulics, restoration and sediment management;
- d. Hydraulic physical model techniques, hydrology and sediment monitoring;
- e. Technical training and consultation;

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 TECRO and AIT on an annual basis after consultations have been completed between TECRO and its designated representative, MOEA, and AIT and its designated representative, Reclamation. 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, is hereby deleted and replaced with the following:

“II. Estimated Cost of Service

“ 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 in advance at the beginning of each fiscal year for 170,000. 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, is hereby deleted and replaced with the following:

“IV. Duration

“ This Appendix shall become effective upon the date of the last signature of the duly authorized representatives of TECRO and AIT and shall remain in effect until November 13, 2022. Either Party may terminate this Appendix as provided for in Article XI of the Agreement. ”

4. Section III, Financial Provisions, remain in effect.

TAIPEI ECONOMIC
AND CULTURAL
REPRESENTATIVE
OFFICE IN THE
UNITED STATES

James K.J. Lee

12 / 13 / 2017

Date

AMERICAN
INSTITUTE IN
TAIWAN

John J. Norris, Jr.

12 / 07 / 2017

Date