

法規名稱：Agreement for a Cooperative Program in Labor Mediation and Alternative Dispute Resolution between The Taipei Economic and Cultural Representative Office in the United States And The American Institute in Taiwan

簽訂日期：民國 99 年 07 月 07 日

生效日期：民國 99 年 07 月 07 日

1. The Taipei Economic and Cultural Representative Office in the United States (TECRO) and The American Institute in Taiwan (AIT) (the Parties) enter into this Agreement to cooperate in the areas of labor mediation and alternative dispute resolution, through their respective designated representatives, the Council of Labor Affairs (CLA) in Taipei, and the Federal Mediation and Conciliation Service (FMCS) in Washington, DC.
2. Under this Agreement, the Parties intend to engage in cooperation in the areas of labor mediation and alternative dispute resolution with the following goals:
 - a) To increase contacts and cooperation among professionals who are engaged in labor management relations and dispute resolution in the territories represented by TECRO and AIT;
 - b) To provide such professionals opportunities to collaborate in solving problems of common interest; and
 - c) To utilize special facilities or research opportunities available to each Party and their designated representatives.
3. In accordance with applicable laws and regulations of the territories represented by the two Parties, cooperation under this Agreement may be in the areas of labor dispute mediation, preventive mediation, arbitration, alternative dispute resolution, labor management relations, labor management cooperation, and in training and program administration related to these subject areas. Cooperative activities may include the exchange of information, including publications, visits, seminars and workshops, and research.

Other areas of cooperation and activities may be added upon the agreement of the Parties and their designated representatives.

4. Implementation and Coordination. TECRO and AIT, through their designated representatives, shall coordinate and implement activities under this Agreement. Each designated representative shall appoint a program coordinator and such other coordinators as the Parties and their designated representatives deem necessary.
5. Funding. Implementation shall be subject to the availability of appropriated funds. For activities that involve FMCS employees' travel to and work in the territory represented by TECRO, TECRO, through AIT, shall provide FMCS employees with international and local transportation, office and training facilities, interpretation and translation services, and a per diem reimbursement in local currency sufficient to cover food and lodging. In addition, TECRO, through AIT, shall reimburse FMCS for all program costs associated with providing any training in the territory represented by TECRO.

TECRO, through AIT, shall pay FMCS any applicable tuition fees for its sponsored visitors' attendance at established FMCS training courses. For TECRO sponsored visitors who request special training programs, or whose schedule of visits requires significant FMCS professional time, TECRO, through AIT, shall reimburse FMCS for the program costs of making such arrangements or providing such training.

FMCS, through AIT, shall provide TECRO with a cost estimate for its consideration, prior to making any such arrangements. Neither FMCS nor AIT shall charge any additional fee for arranging courtesy calls or other brief visits to FMCS offices. Such activities will be provided gratis as an

indication of cooperation.

6. Review Meetings. The designated representatives' program coordinators shall meet periodically, at times and places of their choosing, to review this program and this Agreement.
7. Validity and Duration. This Agreement shall take effect on the date of the last signature below and shall remain in force unless terminated by either Party upon six months written notice to the other Party or by mutual written agreement of the Parties.

Signed in Washington, D.C., in the English language.

Mr. Jason C. Yuan

Representative

Taipei Economic and

Cultural Representative

Office in the United

States

Date: July 7, 2010

Ms. Barbara J. Schrage

Managing Director

American Institute in

Taiwan

Date: June 23, 2010