

MEMORANDUM OF UNDERSTANDING
Between the
AMERICAN INSTITUTE IN TAIWAN
And the
TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE OFFICE IN THE
UNITED STATES
For
COOPERATION
Associated with
CONSUMER PRODUCT SAFETY MATTERS

ARTICLE I SCOPE

This Memorandum of Understanding (MOU) between the American Institute in Taiwan (AIT) and the Taipei Economic and Cultural Representative Office in the United States (TECRO), hereinafter called "the Parties," provides a framework through which AIT, through its designated representative, the U.S. Consumer Product Safety Commission (CPSC), can provide expertise, information exchange and other support in consumer product safety to TECRO and its designated representative, the Bureau of Standards, Metrology and Inspection, Ministry of Economic Affairs of Taiwan.

ARTICLE II—AUTHORIZATION

This MOU is carried out pursuant to the Taiwan Relations Act of April 10, 1979, Public Law 98-6 (22 USC 3301 et seq).

ARTICLE III—PURPOSE

The purpose of the MOU is to help reduce the number of deaths and serious injuries associated with some consumer products. This MOU sets forth the working relationship between AIT and its designated representative, the CPSC, and TECRO and its designated representative, the Bureau of Standards, Metrology and Inspection, Ministry of Economic Affairs of Taiwan. AIT and TECRO agree to work together, through their designated representatives, toward the common goal of improving consumer product safety.

ARTICLE IV—INFORMATION EXCHANGE

The designated representatives of AIT and TECRO will each designate a contact person who

will be responsible for notifying the other contact person on consumer product safety matters of potential mutual interest. Information exchange on consumer product safety matters may include, but not be limited to, e-mail messages on consumer product recalls and other safety notices. Each Party's designated representative will provide to the other Party's designated representative, upon request and to the extent practicable, public documents (e.g., periodicals, annual reports, case studies, proposed regulation, statistics, and information related to international conferences, corrective actions and potentially hazardous products) relating to consumer product safety.

ARTICLE V COOPERATION TO REDUCE LOSSES FROM HAZARDOUS CONSUMER PRODUCTS

The Parties, through their designated representatives, will cooperate, subject to limitations of funds, resources, policies, priorities, and other factors, to help reduce the loss of life and serious injuries associated with specific consumer products. Such cooperation may include, but not be limited to, identification of hazard reduction strategies and exchange of suggestions to lessen these losses.

ARTICLE VI—OTHER ACTIVITIES

The Parties, through their designated representatives, will consider, on a case-by-case basis and subject to resource and other limitations, safety training programs, expert exchanges, and other activities that are considered to be mutually beneficial.

ARTICLE VII—PRIORITY TO DOMESTIC POPULATION

The Parties reserve the right to give priority to addressing hazards to the population of the territories they represent while this MOU is in effect.

ARTICLE VIII—AMENDMENT

This MOU can be amended by the Parties in writing by mutual consent.

ARTICLE IX—TERMINATION

This MOU is effective until a notice of termination is given by either Party. Termination of this MOU shall be by written notice at least 30 days prior to the effective date of termination.

ARTICLE X—OTHER LAWS, REGULATIONS, AND INTERNATIONAL AGREEMENTS

This MOU and the responsibilities of the Parties and their designated representatives remain subject to all applicable laws and regulations. Each of the Parties and their designated representatives affirm their respective rights and obligations under any existing or future arrangements or MOUs to which that Party and its designated representative are participants.

ARTICLE XI—PERIODIC MOU REVIEW

The Parties, through their designated representatives, will establish a regular review process whereby both Parties and their designated representatives may evaluate the implementation of the MOU. The first review shall be undertaken on or before the first anniversary date of this MOU.

ARTICLE XII—LIAISON

Each of the Parties and their designated representatives will designate a liaison to whom correspondence and communications concerning this MOU will be directed.

ARTICLE XIII—EFFECTIVE DATE

This MOU, written in duplicate in the English language, will become effective on the date of the last signature hereafter.

FOR THE AMERICAN INSTITUTE
IN TAIWAN

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

Baron T. Selig
Signature

David T. Lee
Signature

4/29/04

Date

7/27/04

Date

駐美國台北經濟文化代表處暨美國在台協會

消費者產品安全合作備忘錄

中文譯本

第一條 範圍

透過美國在台協會及台北經濟文化代表處（以下簡稱為“締約雙方”）之備忘錄，美國在台協會指定美國消費產品安全委員會，提供有關消費產品安全之專業知識、資訊分享、及其他協助予台北經濟文化代表處，及台灣之經濟部標準檢驗局。

第二條 授權

本備忘錄之依據為 1979 年 4 月 10 日之台灣關係法,98-6 公法（22 USC 3301 等）

第三條 目的

本備忘錄之目的為減少與消費產品有關之死亡及嚴重傷害。依據本備忘錄，美國在台協會、美國消費產品安全委員會、台北經濟文化代表處、及經濟部標準檢驗局同意共同合作，致力於提昇消費者產品安全之共同目標。

第四條 資訊交換

締約雙方將各指定一位聯絡人，負責通知雙方關切之消費產品安全議題事項。資訊交換事項可包括（惟不侷限）消

費產品回收之電子郵件訊息、及其他安全通告。雙方指定之代表於收到對方要求之後，將提供與消費產品安全有關而實用之公開文件（例如期刊、年報、專案研究、法規草案、統計資料、國際會議資訊、改善措施及潛在危險之產品）。

第五條 減少危害消費者產品之合作

締約雙方將依據經費狀況、資源、政策、優先性、及其他因素等進行合作，以減少因特別消費產品所造成之生命、及嚴重傷害。合作事項可包括（惟不侷限）降低傷害之鑑定策略、及減少損害之意見交換。

第六條 其他活動

締約雙方將依據個案、資源、及其他因素，考量進行安全訓練計畫、專家交流、及其他對雙方有益之活動。

第七條 本國民眾優先

本備忘錄生效之後，締約雙方各自保留優先處理有關危害本國民眾產品之權利。

第八條 修正

本備忘錄得經雙方同意後以書面進行修改。

第九條 終止

除經任何一方通知終止外，本備忘錄持續有效。本備忘

錄之終止須於三十日前以書面通知。

第十條 其他法律、法規、及國際協定

本備忘錄及締約雙方各自保有目前適用之所有法律、法規效力及責任，締約雙方對其既有或未來簽署之協議或備忘錄，各自保留其權利及義務。

第十一條 備忘錄定期檢討

締約雙方將建立定期檢討程序，藉以評估備忘錄之執行，第一次檢討應於本備忘錄簽署一週年前進行。

第十二條 聯絡

締約雙方將各指定一位聯絡人，以直接聯絡及溝通本備忘錄相關事宜。

第十三條 生效日期

本備忘錄以英文撰寫兩份，自較後簽署之日起生效。

美國在台協會

駐美國台北經濟文化代表處

簽署人

簽署人

Barbara J. Schrage (已簽名)

李大維 (已簽名)

日期

日期

4/29/04

7/27/04