## **AGREEMENT**

## **BETWEEN**

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

#### AND

# THE AMERICAN INSTITUTE IN TAIWAN CONCERNING

# LEAHY INELIGIBLE UNITS WRITTEN AGREEMENT REQUIREMENT

The Parties to this Agreement are the Taipei Economic and Cultural Representative Office in the United States (TECRO) and the American Institute in Taiwan (AIT), hereafter referred to individually as "Party" and collectively as "Parties". For purposes of this Agreement, TECRO and AIT have identified the Ministry of Foreign Affairs (MOFA) and the Department of State (DoS), respectively, as their Designated Representatives.

Recalling discussions between representatives of the two Parties regarding assistance furnished on a grant basis consistent with the Foreign Assistance Act of 1961 and the Arms Export Control Act, or successor legislation and the Taiwan Relations Act, 22 U.S.C. §§ 3301 et seq (TRA), the Parties hereby agree as follows:

### Article I

TECRO and AIT agree that, unless the consent of AIT, in consultation with its Designated Representative, has first been obtained, TECRO, its Designated Representative, and the authorities TECRO represents shall not provide any assistance furnished by the authorities AIT represents under the Foreign Assistance Act of 1961 or the Arms Export Control Act, or successor legislation, through application of the TRA, to any security force unit of the authorities that TECRO represents that AIT's Designated Representative has identified as prohibited from receiving such assistance under section 620M of the Foreign Assistance Act of 1961, also known as the Leahy law.

### Article II

This Agreement shall enter into force upon signature of both Parties and shall remain in force unless terminated in accordance with Article III of this Agreement.

#### Article III

This Agreement may be amended by mutual written agreement. This Agreement may be terminated at any time by either Party upon ninety (90) days' prior written notice to the other Party.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Organizations, have signed this Agreement.

**DONE**, in duplicate, in the English language.

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

Washington, DC

Bi-khim Hsiao

Representative, TECRO

Title

Date

FOR THE AMERICAN **INSTITUTE IN TAIWAN:** 

Managing Director, AIT-Washington Title

Date
Arlington, VA