

Agreement of the U.S. Consumer Product Safety Commission to Assume the Responsibilities of the Designated Representative of the American Institute in Taiwan Under the Memorandum of Understanding Between the American Institute in Taiwan and the Taipei Economic and Cultural Representative Office in the United States on Cooperation in Consumer Product Safety Matters

The U.S. Consumer Product Safety Commission agrees to act as the Designated Representative for the American Institute in Taiwan (AIT) and to assume all the responsibilities of the Designated Representative for AIT under the Memorandum of Understanding Between the American Institute in Taiwan and the Taipei Economic and Cultural Representative Office in the United States on Cooperation on Consumer Product Safety.

Done at Washington, D.C. this 31<sup>st</sup> day of July, 2004

For the American Institute of Taiwan

For the U.S. Consumer Product  
Safety Commission

Simon J. Scher

[Signature]

Managing Director of relations  
(Title)

Chairman, U.S. CPSC  
(Title)

**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**

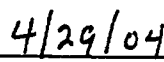
Each of the Parties and their designated representatives will designate a liaison to whom correspondence and communications concerning this MOU will be directed.

**ARTICLE XIII – EFFECTIVE DATE**

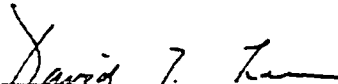
This MOU, written in duplicate in the English language, will become effective on the date of the last signature hereafter.

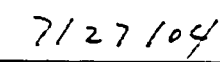
**FOR THE AMERICAN INSTITUTE  
IN TAIWAN**

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Date