#### AGREEMENT

#### **BETWEEN THE**

#### **AMERICAN INSTITUTE IN TAIWAN**

#### AND THE

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

#### **REGARDING THE TRANSFER OF FROZEN CANINE SEMEN**

## ARTICLE I -PURPOSE

This Agreement between the American Institute in Taiwan (AIT) and the Taipei Economic and Cultural Representative Office in the United States (TECRO) (hereinafter referred to as the "Parties") sets forth the terms and conditions under which AIT, through its designated representative, the Transportation Security Administration of the United States Department of Homeland Security (TSA), will facilitate the transfer of two(2) breeding units per dog for six(6) dogs, for a total of twelve (12) breeding units, of frozen canine semen (Biological Materials) to TECRO for the purpose of providing assistance related to the canine breeding program of TECRO's designated representative, Taiwan Customs (TC).

## ARTICLE II - TRANSFER OF BIOLOGICAL MATERIALS

- A. TSA, acting as the designated representative of AIT, will provide to TC, the designated representative of TECRO, the Biological Materials, collected and transported consistent with the "Quarantine Requirements for the Importation of Frozen Canine Semen" promulgated by the Taiwan Council of Agriculture on March 14, 2007, attached as Appendix A hereto. It is anticipated that the Biological Materials will arrive at the final destination by November 15, 2014.
- B. Should additional services be required, the date, duration, scope, and estimated cost of such services shall be agreed by AIT and TECRO in a written amendment to this Agreement.

## ARTICLE III - PAYMENT

A. TSA, acting as the designated representative of AIT, shall pay all shipping, storage, export and import costs, fees and expenses in connection with

the transfer of the Biological Materials to TC, which costs, fees and expenses shall be specified in an invoice to be provided by AIT to TECRO.

B. Not later than thirty (30) days following receipt of the invoice, TC, acting as the designated representative of TECRO, will reimburse TSA in full for the actual costs specified therein. Such reimbursement shall be made in U.S. dollars either by check or electronic funds transfer.

## ARTICLE IV -USE RESTRICTIONS

- A. The Parties, on behalf of their designated representatives, agree that the Biological Materials will be used solely for the purpose of breeding canines under the TC Detector Dog Breeding and Training Program, including research related thereto, at TC facilities by TC employees or others working under the direct supervision of TC employees.
- B. The Parties, on behalf of their designated representatives, agree that the Biological Materials will not be sold or otherwise transferred, in whole or in part, to any person or entity outside of TC without the prior written consent of AIT on behalf of its designated representative TSA.
- C. The Parties, on behalf of their designated representatives, agree that canine progeny derived from the Biological Materials will be used solely for bona fide purpose of the authorities represented by TECRO and will not be sold, leased, licensed or otherwise transferred to a for-profit organization.

# ARTICLE V -INTELLECTUAL PROPERTY

- A. For purposes of this Agreement, "Intellectual Property" means the subject matter listed in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967 and may include other subject matter as agreed by the Parties.
- B. The Parties acknowledge and agree that any Intellectual Property rights that may exist in the Biological Materials are the sole and exclusive property of TSA, that the transfer of the Biological Materials contemplated in the Agreement does not transfer ownership, title, or interest, of any Intellectual Property rights and that no sublicenses or other rights therein are provided to TECRO or its designated representative TC by this Agreement.

C. Any disagreement or dispute arising under this Article V shall be resolved through discussions between the Parties through their designated representatives.

# ARTICLE VI -NO WARRANTY

The Parties acknowledge and agree that neither AIT nor its designated representative TSA makes any representations and extends any warranties of any kind, either express or implied, and that there are no express or implied warranties of merchantability or fitness for a particular purpose.

## ARTICLE VII - CONTACT INFORMATION

A. The designated AIT office for the coordination and management of this Agreement, and to which all requests for services under this Agreement should be addressed, is:

American Institute in Taiwan Attn: Managing Director 1700 N. Moore Street, Suite 1700 Arlington, VA 22209

 B. The designated TECRO office for the coordination and management of this Agreement, and to which all requests for services under this Agreement should be addressed, is:

> Taipei Economic and Cultural Representative Office in the United States Attn: Deputy Representative 4201 Wisconsin Ave NW, Washington, DC 20016

## ARTICLE VIII - ENTRY INTO FORCE AND TERMINATION

- A. This Agreement will enter into force on the date of the last signature.
- B. This Agreement may be terminated at any time by mutual consent of the Parties, or by either Party upon sixty (60) days' notice in writing to the other Party. The obligations of the Parties under Articles IIIB., IV, and V of this Agreement shall survive its termination.

## FOR THE **AMERICAN INSTITUTE IN TAIWAN**

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

TITLE: Managing Director

TITLE: Deputy Representative

DATE: March 12, 2014 DATE: Sept. 11, 2014 PLACE: Washington, X.C. PLACE: Chalington, D.C.

Appendix A

Quarantine Requirements for the Importation of Frozen Canine Semen

(In case of any discrepancy between the English version and the Chinese text of these Requirements, the Chinese text shall govern)

Promulgated by Council of Agriculture on March 14, 2007

- 1. Only the registered veterinary medical institutions/clinics or their agencies can apply for the importation of canine semen. Before the importation of canine semen, the importer shall apply to the Bureau of Animal and Plant Health Inspection and Quarantine (BAPHIQ) for import.
- 2. To import canine semen, the following requirements shall be complied with:
  - (1) The donor dogs shall be raised on premises that supervised by the competent authority of the exporting country.
  - (2) The donor dogs shall have been resident continuously in the exporting country since birth, or shall have been continuously resident in the exporting country for at least 12 months prior to the semen collection.
  - (3) The donor dogs shall originate from the premises where rabies, brucellosis, and leptospirosis have not occurred in the previous year, and Nipah virus infection disease and canine herpesvirus infection disease have not occurred in the past 6 months.
  - (4) Within 30 days prior to semen collection, the donor dogs shall be tested for the following specific diseases by laboratories designated by the exporting country. The results and the treatments shall conform to the follows:
    - I. Leptospirosis: The microscopic agglutination test (MAT) for leptospirosis (serotypes Leptospira icterohaemorrhagiae and L. canicola) with negative results (negative is less than 50% agglutination at serum dilution of 1:100) OR

The MAT for leptospirosis with positive results (positive is greater than 50% agglutination at serum dilution of 1:100); and the animal has been treated with doxycycline at a therapeutic dose rate for 14 consecutive days, or dihydrostreptomycin at a therapeutic dose rate for 5 consecutive days.

- II. Brucellosis: The serum agglutination test for *Brucella canis* with a negative result (negative is less than 50% agglutination at serum dilution of 1:100), and the animal shall not be naturally mated during the period after blood collection for the brucellosis test and prior to the semen collection.
- III. Other disease and diagnostic tests provisionally designated and the results of these tests shall be negative.
- (5) In the case of the importation of canine semen from rabies-infected countries recognized by competent authority of the importing country, the donor dogs shall be vaccinated with inactivated vaccines against rabies at the age of at least 90 days old and then be given

booster vaccines regularly. The semen collection shall be performed not less than 90 days and not more than 12 months after the primary vaccination, or it shall be performed not more than 12 months after the last booster vaccinations. Blood sample of the donor dog shall be taken 30 days after vaccination and tested for neutralization antibody titer for rabies. The test result shall be at least 0.5 IU/ml and done by rabies reference laboratories of the World Organization for Animal Health (OIE) or other internationally recognized laboratories.

- (6) The donor dogs shall have not been vaccinated with live vaccine against rabies.
- 3. The semen collection from the donor dogs shall be performed by registered or official veterinarians of the exporting country. The donor dogs shall have been subjected to veterinary examination before semen collection, and show no clinical evidence or symptom of any infectious, contagious or venereally transmitted diseases.
- 4. The storage and shipment of canine semen shall conform to the follows:
  - (1) The registered or official veterinarians of exporting country shall seal the ampoules, vials or straws containing the semen immediately after the semen collection.
  - (2) The following information shall be indelibly marked on the sealed ampoules, vials or straws containing the semen: name, breed, and microchip number of donor dogs, collection date, and name of the premises that the donor dogs raised on.
  - (3) The sealed ampoules, vials or straws containing the semen shall be securely packed in the container, which has been cleaned and sterilized before use, and only new liquid nitrogen may be added to the container. The following information shall be marked on the container: the name, breed, and microchip number of donor dogs, collection date, name of the premises that the donor dogs raised on, the amount of the sealed ampoules, vials or straws, the country of destination, the name and address of the veterinary medical institutions/clinics or their agencies that apply for the importation.
  - (4) The sealed semen shall be stored in the place approved by the exporting country before shipment.
- 5. The donor dogs shall be subjected to veterinary examination by registered or official veterinarians of exporting country 21 days after semen collection, and show no clinical evidence or symptom of rabies, brucellosis, leptospirosis, Nipah virus infection disease, canine herpesvirus infection disease or any other infectious diseases.
- 6. The canine semen diluent shall not be contaminated by any pathogen of Newcastle disease, highly pathogenic avian influenza, foot and mouth disease, or bovine spongiform encephalopathy.
- 7. The canine semen shall be collected, handled, preserved and transported under a sanitary condition free from contamination by pathogenic organisms.
- 8. The imported canine semen shall be accompanied by an original veterinary certificate issued by the animal quarantine authority of the exporting country and the certificate shall state the following detailed information in English:

- (1) Origin:
  - I. Exporting country.
  - II. Name and address of the premises that the donor dogs raised on, and name of the managers of the premises.
  - III. Name, breed, microchip number, and birthday of donor dogs.
  - IV. Date of semen collection and amount of the exported ampoules, vials or straws.
  - V. Name of veterinarians that performed semen collection, and name and address of the organization that the veterinarians work for.
- (2) Destination:
  - I. Country of destination.
  - II. Name and address of the veterinary medical institutions/clinics or their agencies that apply for the importation of canine semen.
- (3) Results of quarantine inspection:
  - I. Dates of sample collection, name of the test laboratories, methods, dates and the results of the test.
  - II. Attesting that the semen in the present consignment is in conformity with Article 2 to Article 7 of the Requirements.
- (4) Date, place and the authority of issuance of the veterinary certificate, official stamp, and the name and signature of the veterinary officer.