

**AGREEMENT BETWEEN THE AMERICAN INSTITUTE IN TAIWAN AND THE
TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE OFFICE IN THE
UNITED STATES ON RECIPROCAL TRADE BETWEEN
THE UNITED STATES OF AMERICA AND TAIWAN**

PREAMBLE

The American Institute in Taiwan and the Taipei Economic and Cultural Representative Office in the United States, hereinafter individually referred to as a “Party” and collectively the “Parties”:

EMPHASIZING shared values to advance mutual economic prosperity, technological cooperation, and resilient supply chains;

BUILDING UPON the bonds of friendship and cooperation, in particular in trade and investment relations, as reflected in the *Agreement Between the American Institute in Taiwan and the Coordination Council for North American Affairs Concerning a Framework of Principles and Procedures for Consultations Regarding Trade and Investment*, done at Washington, D.C., September 19, 1994;

INTENDING to enhance reciprocity in the bilateral trade relationship between the United States of America (United States) and Taiwan by addressing tariff and non-tariff barriers;

SEEKING to facilitate digital trade;

DESIRING to promote their economic partnership through increased bilateral investment and commercial opportunities; and

INTENDING to increase bilateral alignment on economic and security matters to jointly promote stability and prosperity,

HAVE AGREED as follows:

Section 1: Initial Provisions and General Definitions

Article 1.1: Designated Representatives

1. AIT’s Designated Representative is the Office of the United States Trade Representative. TECRO’s Designated Representative is the Office of Trade Negotiations, Executive Yuan.

2. Responsibilities and obligations of the Parties are to be carried out through their respective Designated Representatives where so indicated. The Parties recognize that their respective Designated Representatives may rely on other authorities of the territories represented by the

Parties as relevant to ensure the implementation of the Parties' responsibilities and obligations or to exercise the Parties' rights. The Parties intend that, where authorities of the territories represented by the Parties other than their Designated Representatives maintain executive, regulatory, administrative, or other authority relevant to matters addressed by this Agreement, references in this Agreement to Designated Representatives shall be understood to include those other authorities with respect to such matters.

Article 1.2: Definitions

For the purposes of this Agreement, unless otherwise provided:

AIT means the American Institute in Taiwan;

central level means:

- (a) for AIT, the federal authorities of the territory represented by AIT; and
- (b) for TECRO, the authorities with jurisdiction that extends throughout the territory represented by TECRO;

customs duty includes a duty or charge of any kind imposed on or in connection with the importation of a good, and any surtax or surcharge imposed on or in connection with such importation, but does not include any:

- (a) charge equivalent to an internal tax imposed consistently with Article III:2 of the *General Agreement on Tariffs and Trade 1994*, set out in Annex 1A to the WTO Agreement;
- (b) fee or other charge in connection with the importation commensurate with the cost of services rendered;
- (c) antidumping or countervailing duty; and
- (d) premium offered or collected on an imported good arising out of any tendering system in respect of the administration of quantitative import restrictions, tariff rate quotas, or tariff preference levels;

days means calendar days, including weekends and holidays;

enterprise means an entity constituted or organized under applicable measures, whether or not for profit, and whether privately owned or owned or controlled by the authorities of the territory represented by a Party or by the authorities of a territory not represented by a Party, including a corporation, trust, partnership, sole proprietorship, joint venture, association, or similar organization;

enterprise of the territory represented by a Party means an enterprise constituted or organized under the measures adopted or maintained by the authorities of the territory represented by the Party;

existing means in effect on the date of entry into force of this Agreement;

goods means a merchandise, product, article, or material;

measure includes any law, regulation, procedure, requirement, or practice adopted or maintained by the authorities of the territory represented by a Party;

national means:

- (a) for AIT, “a national of the United States,” as defined in the *Immigration and Nationality Act*; and
- (b) for TECRO, a “national” as defined in the *Nationality Act*;

person means a natural person or an enterprise;

person of the territory represented by a Party means a natural person who is a national or has permanent residency of the territory represented by the Party, or any enterprise of the territory represented by the Party;

TECRO means the Taipei Economic and Cultural Representative Office in the United States;

territory means:

- (a) for AIT,
 - (i) the customs territory of the United States, which includes the 50 states, the District of Columbia, and Puerto Rico;
 - (ii) the foreign trade zones located in the United States and Puerto Rico; and
 - (iii) the territorial sea and air space of the United States and any area beyond the territorial sea within which, in accordance with customary international law as reflected in the *United Nations Convention on the Law of the Sea*, the United States may exercise sovereign rights or jurisdiction; and
- (b) for TECRO, the Separate Customs Territory of Taiwan, Penghu, Kinmen and Matsu;

WTO means the World Trade Organization; and

WTO Agreement means the *Marrakesh Agreement Establishing the World Trade Organization*, done at Marrakesh, April 15, 1994.

Section 2: Tariffs and Quotas

Article 2.1: Tariffs

1. TECRO, through its Designated Representative, shall apply a rate of customs duty on originating goods of the territory represented by AIT as set out in Schedule 1 to Annex 1 of this Agreement.
2. Originating agricultural goods of the territory represented by AIT shall not be subject to any duties applied by TECRO, through its Designated Representative, pursuant to a special safeguard taken under the *WTO Agreement on Agriculture*, set out in Annex 1A to the WTO Agreement.
3. Three weeks prior to each tender¹ for rice imports from the territory represented by AIT under the Separate Customs Territory of Taiwan, Penghu, Kinmen and Matsu's Schedule to the WTO, TECRO, through its Designated Representative, shall provide to AIT, through its Designated Representative, in writing: the ceiling price, the methodology used to calculate the ceiling price, and a detailed explanation of the methodology. If AIT, through its Designated Representative, raises concerns regarding the ceiling price, or methodology used to calculate the ceiling price, TECRO, through its Designated Representative, shall address these concerns expeditiously.
4. AIT, through its Designated Representative, shall apply a revised reciprocal tariff rate on originating goods of the territory represented by TECRO as set out in Schedule 2 to Annex 1 of this Agreement.

Article 2.2: Quotas

1. TECRO, through its Designated Representative, shall not impose quotas on imports of originating goods of the territory represented by AIT.
2. TECRO, through its Designated Representative, shall remove quantitative restrictions on motor vehicles of the territory represented by AIT imported under Federal Motor Vehicle Safety Standards, currently capped at 75 units per car model, from the territory represented by AIT to the territory represented by TECRO.

¹ "Tender" includes general procurement tenders and simultaneous buy and sell tenders.

Section 3: Non-Tariff Barriers and Related Matters

Article 3.1: Import Licensing

TECRO, through its Designated Representative, shall not apply import licensing² to goods of the territory represented by AIT in a manner that restricts the importation of such goods. TECRO, through its Designated Representative, shall ensure that any non-automatic import licensing that it applies is applied only to administer an underlying measure, and in a manner that is transparent, nondiscriminatory, and not unduly burdensome, and that does not reduce the competitiveness of exports of the territory represented by AIT.

Article 3.2: Technical Regulations, Standards, and Conformity Assessment

General Provisions

1. TECRO, through its Designated Representative, shall allow originating goods of the territory represented by AIT that comply with applicable standards, technical regulations, or conformity assessment procedures of the territory represented by AIT that are aligned with international standards, for which determination criteria are based on the Technical Barriers to Trade (TBT) Committee Decision on International Standards,^{3, 4} or international conformity assessment procedures to enter the territory it represents without additional conformity assessment requirements. In doing so, TECRO, through its Designated Representative, shall:

- (a) accord to conformity assessment bodies of the territory represented by AIT treatment no less favorable than that it accords to bodies of the territory it represents;
- (b) accept test reports or certificates issued by conformity assessment bodies accredited by accreditation bodies that are signatories to mutual recognition arrangements; and
- (c) facilitate the acceptance of compliance procedures of the territory represented by AIT for automobiles and certain electronics which are not subject to third-party conformity assessment in the regulatory framework of the authorities of the

² For greater certainty, “import licensing” and “non-automatic import licensing” have the same meanings as provided in the WTO *Agreement on Import Licensing Procedures*, set out in Annex 1A to the WTO Agreement.

³ TBT Committee Decision on International Standards means Annex 2 to Part 1 (Decision of the Committee on Principles for the Development of International Standards, Guides and Recommendations with relation to Articles 2, 5 and Annex 3 of the Agreement) in the Decisions and Recommendations adopted by the WTO Committee on Technical Barriers to Trade Since 1 January 1995 (G/TBT/1/Rev.15), as may be revised, issued by the WTO Committee on Technical Barriers to Trade.

⁴ For greater certainty, criteria that are not relevant to determining whether a standard is an international standard include the domicile of the standards body, whether the standards body is non-governmental or inter-governmental, and whether the standards body limits participation to delegations.

territory represented by AIT, and establish a mechanism to discuss the acceptance of other goods on a sector-by-sector basis.

2. TECRO, through its Designated Representative, shall ensure that technical regulations, standards, and conformity assessment procedures are applied in a non-discriminatory manner and do not operate as disguised restrictions on bilateral trade, and shall remove existing technical barriers to trade in areas that undermine reciprocity, including requirements for duplicative or unnecessary testing or conformity assessment.

Medical Devices and Pharmaceuticals

3. TECRO, through its Designated Representative, shall, within six months of the date of entry into force of this Agreement, accept U.S. Food and Drug Administration approval or clearance for medical devices manufactured in the territory represented by AIT and marketing authorization for pharmaceutical products manufactured in the territory represented by AIT as sufficient evidence that medical devices and pharmaceutical products meet requirements for marketing authorization in the territory represented by TECRO.

4. TECRO, through its Designated Representative, shall ensure transparency and procedural fairness with respect to decisions regarding listing or setting the amount for reimbursement for pharmaceutical products and medical devices under the health care system in the territory represented by TECRO.

5. TECRO, through its Designated Representative, shall streamline the approval process for self-pay procedure codes through creation of a unified platform (*i.e.*, an approval granted in one city automatically results in territory-wide adoption) within one year of the date of entry into force of this Agreement.

Automotive

6. TECRO, through its Designated Representative, shall, within six months of the date of entry into force of this Agreement, accept for importation and sale in the territory represented by TECRO vehicles that comply with Federal Motor Vehicle Safety Standards and emissions standards of the authorities of the territory represented by AIT and are sold in the territory represented by AIT, without requirements for vehicles of the territory represented by AIT to undergo additional processes to enter the market of the territory represented by TECRO.

Article 3.3: Agriculture

General Provisions

1. TECRO, through its Designated Representative, shall provide non-discriminatory or preferential market access for agricultural goods of the territory represented by AIT as set forth in Annex 1.

2. TECRO, through its Designated Representative, shall ensure that its sanitary and phytosanitary (SPS) measures are science- and risk-based and do not operate as disguised restrictions on bilateral trade, and shall remove unjustified SPS barriers in areas that undermine reciprocity.

3. TECRO, through its Designated Representative, shall ensure that the authorities of the territory it represents do not enter into agreements or understandings with authorities of a territory not represented by a Party that include non-scientific, discriminatory, or preferential technical standards, or SPS measures of a territory not represented by a Party that are incompatible with standards of the territory represented by AIT or international standards or otherwise disadvantage exports of the territory represented by AIT to such territory.

Recognition of the Food and Agricultural Control System and Acceptance of Certificates

4. Paragraphs 5 through 8 apply to measures adopted or maintained by the authorities of the territory represented by TECRO relating to food and agricultural products from the territory represented by AIT.

5. TECRO, through its Designated Representative, shall recognize that the SPS measures and other measures for food and agricultural products, including technical regulations and standards,⁵ adopted or maintained by the authorities of the territory represented by AIT, satisfy the requirements applied to food and agricultural products imported into the territory represented by TECRO.

6. Further to paragraph 5, TECRO, through its Designated Representative, shall continue to accept any bilateral export certification documents or electronic data elements agreed upon between the Parties, through their Designated Representatives as appropriate, or other official certification of compliance by the authorities of the territory represented by AIT that the product complies with applicable requirements of the authorities of the territory represented by AIT, for imports of food and agricultural products into the territory represented by TECRO. TECRO, through its Designated Representative, shall ensure that any future changes made to any pre-existing bilateral export certification documents or electronic data elements are made pursuant to mutual consent of the Parties, in consultation with their Designated Representatives.

7. TECRO, through its Designated Representative, shall limit attestations and information required in certificates or electronic data elements required for imports of food and agricultural products into the territory represented by TECRO to what is necessary to comply with applicable requirements of the authorities of the territory represented by AIT.

8. TECRO, through its Designated Representative, affirms the commitments of the authorities of the territory that it represents under Annex B of the *WTO Agreement on the Application of Sanitary and Phytosanitary Measures*, set out in Annex 1A to the WTO Agreement, and

⁵ For greater certainty, these measures include: measures related to food safety; the regulatory oversight of processed food production; labeling of perishable and processed foods; measures to protect agricultural production in the territory represented by AIT from the introduction of plant and animal pests and diseases; and regionalization protocols for animal disease and plant pest outbreaks.

Articles 2 and 5 of the WTO *Agreement on Technical Barriers to Trade*, set out in Annex 1A to the WTO Agreement, to notify proposed measures to the WTO SPS or TBT Committees, as appropriate, and to take into account comments received from WTO Members before the measure is final.

Beef and Beef Products

9. Paragraphs 9 through 20 apply to measures adopted or maintained by the authorities of the territory represented by TECRO relating to beef and beef products from the territory represented by AIT.⁶ Beef and beef products means all edible parts of cattle and products derived from such parts of cattle, except as otherwise provided in paragraph 34.

10. TECRO, through its Designated Representative, shall not adopt or maintain any measure related to importation of beef and beef products that is inconsistent with the World Organization for Animal Health (WOAH) *Terrestrial Animal Health Code Chapter 11.4 (Bovine Spongiform Encephalopathy)* or any successor thereto, recognizing the negligible risk status of the territory represented by AIT.

11. For beef fat, kidney, liver, and muscle, TECRO, through its Designated Representative, shall adopt or maintain the corresponding maximum residue level (MRL)⁷ adopted by the Codex Alimentarius Commission (Codex) for ractopamine residue in beef fat, kidney, liver, and muscle.

12. For edible bovine offal⁸ other than kidney and liver, TECRO, through its Designated Representative, shall adopt or maintain an MRL of 0.09 parts per million (90 parts per billion) for ractopamine residue, or any MRL otherwise adopted by Codex for ractopamine residue in edible bovine offal other than kidney and liver.

13. TECRO, through its Designated Representative, shall adopt or maintain a method of analysis to test for ractopamine residue in beef and beef products that is validated, and that does not employ a hydrolysis step to release conjugated ractopamine, recognizing that the Joint Food and Agriculture Organization (FAO)/World Health Organization (WHO) Expert Committee on Food Additives identified such a method as suitable for regulatory use for ractopamine.⁹

⁶ For greater certainty, beef and beef products from the territory represented by AIT means all beef and beef products derived from cattle slaughtered in the territory represented by AIT. The use of the term “cattle” means domesticated bovine animals *Bos taurus* and *Bos indicus*.

⁷ For greater certainty, “maximum residue level” has the same meaning as “maximum residue limit,” including the term as used by Codex.

⁸ Edible bovine offal are those parts of cattle, apart from the skeletal muscle, fat and attached skin, that are considered fit for human consumption, including internal organs such as heart, intestines, bladder, and stomach (tripe); feet; casings; tongue; testes; and tendon.

⁹ Evaluation of Certain Veterinary Drug Residues in Food, Sixty-second report of the Joint FAO/WHO Expert Committee on Food Additives, 2004, p. 48.

14. TECRO, through its Designated Representative, shall ensure that the nature and frequency of import checks conducted by the authorities of the territory represented by TECRO for compliance with applicable import requirements for beef and beef products are based on the exporting establishment's record of compliance with such import requirements for beef and beef products. TECRO, through its Designated Representative, shall terminate the per box inspection procedures and thawing inspection procedures that are applied to beef and beef products, including beef testes, tongue, tendon, inside skirt, and diaphragm,¹⁰ as enforced under the *Quarantine and Inspection Procedure for Imported Beef*, No. 1091302844, published September 17, 2020, effective January 1, 2021, promulgated by the Ministry of Health and Welfare.

15. TECRO, through its Designated Representative, shall ensure that import permits are not required for beef and beef products.

16. TECRO, through its Designated Representative, shall allow imports of beef and beef products that are:

- (a) produced at an establishment on the U.S. Department of Agriculture (USDA) Food Safety and Inspection Service (FSIS) *Meat, Poultry and Egg Product Inspection Directory* (MPI Directory); and
- (b) certified using an FSIS export certificate or electronic data elements.

17. For beef and beef products inspected by FSIS and certified using an FSIS export certificate or electronic data elements, TECRO, through its Designated Representative, shall not adopt or maintain any establishment registration requirement or any product registration requirement.

18. If the authorities of the territory represented by TECRO adopt or maintain an establishment listing requirement, for beef and beef products inspected by FSIS and certified using an FSIS export certificate or electronic data elements, TECRO, through its Designated Representative, shall accept the FSIS MPI Directory as sufficient to meet any establishment listing requirement to allow beef and beef products to be imported without undue delay.

19. TECRO, through its Designated Representative, shall not require inspections of an establishment on the FSIS MPI Directory that seeks to export to the territory represented by TECRO, or audits, before permitting the establishment to begin exporting to the territory represented by TECRO.

20. TECRO, through its Designated Representative, shall accord beef and beef products from the territory represented by AIT treatment no less favorable than the treatment accorded to like beef and beef products from the territory represented by TECRO or from a territory not represented by a Party.

¹⁰ For greater certainty, diaphragm includes outside skirt and hanging tender.

Pork and Pork Products, and Swine Genetics

21. Paragraphs 21 through 33 apply to measures adopted or maintained by the authorities of the territory represented by TECRO relating to pork and pork products from the territory represented by AIT. Pork and pork products means all edible parts of swine and products derived from such parts of swine,¹¹ except as otherwise provided in paragraph 34.

22. For pork fat, kidney, liver, and muscle, TECRO, through its Designated Representative, shall adopt or maintain the corresponding Codex MRL for ractopamine residue in pork fat, kidney, liver, and muscle.

23. For edible swine offal¹² other than kidney and liver, TECRO, through its Designated Representative, shall adopt or maintain an MRL of 0.09 parts per million (90 parts per billion) for ractopamine residue, or any MRL otherwise adopted by Codex for ractopamine residue in edible swine offal other than kidney and liver.

24. TECRO, through its Designated Representative, shall adopt or maintain a method of analysis to test for ractopamine residue in pork and pork products that is validated, and that does not employ a hydrolysis step to release conjugated ractopamine, recognizing that the Joint FAO/WHO Expert Committee on Food Additives identified such a method as suitable for regulatory use for ractopamine.¹³

25. TECRO, through its Designated Representative, shall ensure that the nature and frequency of import checks conducted by the authorities of the territory represented by TECRO for compliance with MRLs of beta-agonists in pork and pork products are based on the exporting establishment's record of compliance with such MRLs for pork and pork products, and shall terminate the 100 percent batch-by-batch testing for beta-agonists that the authorities of the territory represented by TECRO apply to pork and pork products.

26. For establishments in the territory represented by TECRO that handle pork or pork products, TECRO, through its Designated Representative, shall ensure that the nature and frequency of testing for residue levels of beta-agonists conducted by the authorities of the territory represented by TECRO are based on the establishment's record of compliance with the corresponding MRLs established by the authorities of the territory represented by TECRO.

27. For establishments in the territory represented by TECRO that handle pork or pork products, TECRO, through its Designated Representative, shall ensure that the nature and frequency of inspections conducted by the authorities of the territory represented by TECRO for compliance with country of origin labeling requirements are based on the establishment's record

¹¹ The use of the term "swine" in paragraphs 21 through 33 means domesticated porcine animals *Sus domesticus*.

¹² Edible swine offal are those parts of swine, apart from the skeletal muscle, fat and attached skin, that are considered fit for human consumption, including internal organs such as heart, intestines, bladder, and stomach (tripe); feet; casings; tongue; testes; and tendon.

¹³ Evaluation of Certain Veterinary Drug Residues in Food, Sixty-second report of the Joint FAO/WHO Expert Committee on Food Additives, 2004, p. 48.

of compliance with the country of origin labeling requirements of the authorities of the territory represented by TECRO.

28. TECRO, through its Designated Representative, shall allow imports of pork and pork products that are:

- (a) produced at an establishment on the FSIS MPI Directory; and
- (b) certified using an FSIS export certificate or electronic data elements.

29. For pork and pork products inspected by FSIS and certified using an FSIS export certificate or electronic data elements, TECRO, through its Designated Representative, shall not adopt or maintain any establishment registration requirement or any product registration requirement.

30. If the authorities of the territory represented by TECRO adopt or maintain an establishment listing requirement, for pork and pork products inspected by FSIS and certified using an FSIS export certificate or electronic data elements, TECRO, through its Designated Representative, shall accept the FSIS MPI Directory as sufficient to meet any establishment listing requirement to allow pork and pork products to be imported without undue delay.

31. TECRO, through its Designated Representative, shall not require inspections of an establishment on the FSIS MPI Directory that seeks to export to the territory represented by TECRO, or audits, before permitting the establishment to begin exporting to the territory represented by TECRO.

32. TECRO, through its Designated Representative, shall accord pork and pork products from the territory represented by AIT treatment no less favorable than the treatment accorded to like pork and pork products from the territory represented by TECRO or from a territory not represented by a Party.

33. Consistent with the WOA *Terrestrial Animal Health Code Chapter 4.4 (Zoning and Compartmentalisation)*, or any successor thereto, within six months of the date of entry into force of this Agreement, TECRO, through its Designated Representative, shall recognize the protection zone¹⁴ established by the authorities of the territory represented by AIT for African Swine Fever.

Beef and Beef Products and Pork and Pork Products Not Covered by Paragraphs 9 through 33

34. Paragraphs 9 through 33 do not apply to the following products, including when incorporated into further-processed products:

- (a) beef and pork: thyroid glands, adrenal glands, tonsils, major lymph nodes exposed during slaughter and cutting, laryngeal muscle tissue, lungs, pancreas, spleen, gallbladder, hair, hoofs, and lactating mammary glands;

¹⁴ In September 2021, the authorities of the territory represented by AIT established a protection zone for Puerto Rico and U.S. Virgin Islands.

- (b) horns and uterus from cattle;
- (c) mechanically separated beef/mechanically recovered beef and distal ileum, from cattle of any age;
- (d) brain, skull, eyes, trigeminal ganglia, spinal cord, dorsal root ganglia, and vertebral column (excluding the vertebrae of the tail, the transverse processes of the thoracic and lumbar vertebrae, and the wings of the sacrum), from cattle 30 months of age and older at the time of slaughter; and
- (e) advanced meat recovery product from the skull and vertebral column (excluding the vertebrae of the tail, the transverse processes of the thoracic and lumbar vertebrae, and the wings of the sacrum), from cattle 30 months of age and older at the time of slaughter.

Animal Byproducts

35. TECRO, through its Designated Representative, shall not adopt or maintain any measure related to importation of animal byproducts from the territory represented by AIT, including bovine blood products for animal consumption and tallow, that is inconsistent with the WOA *Terrestrial Animal Health Code Chapter 11.4 (Bovine Spongiform Encephalopathy)* or any successor thereto, recognizing the negligible risk status of the territory represented by AIT.

Bison Meat and Bison Meat Products

36. Paragraphs 36 through 38 apply to measures adopted or maintained by the authorities of the territory represented by TECRO relating to bison meat and bison meat products from the territory represented by AIT.

37. TECRO, through its Designated Representative, shall cooperate with AIT, through its Designated Representative, to complete the regulatory process to allow imports into the territory represented by TECRO of bison meat and bison meat products certified using an FSIS export certificate or electronic data elements, without undue delay. Upon completion of the process:

- (a) For bison meat and bison meat products inspected by FSIS and certified using an FSIS export certificate or electronic data elements, TECRO, through its Designated Representative, shall not adopt or maintain any establishment registration requirement or any product registration requirement.
- (b) If the authorities of the territory represented by TECRO adopt or maintain an establishment listing requirement, for bison meat and bison meat products inspected by FSIS and certified using an FSIS export certificate or electronic data elements, TECRO, through its Designated Representative, shall accept the FSIS MPI Directory as sufficient to meet any establishment listing requirement to allow bison meat and bison meat products to be imported without undue delay.

- (c) TECRO, through its Designated Representative, shall not require inspections of an establishment on the FSIS MPI Directory that seeks to export to the territory represented by TECRO, or audits, before permitting the establishment to begin exporting to the territory represented by TECRO.

38. Recognizing the WOA *Terrestrial Animal Health Code Chapter 11.4 (Bovine Spongiform Encephalopathy) (Article 11.4.1.4)* states that, for the purposes of Bovine Spongiform Encephalopathy (BSE), bovines are defined to be *Bos taurus* and *Bos indicus*, WOA does not recommend the application of the BSE guidelines to other bovine species such as *Bison bison*. Consistent with the WOA guidelines, TECRO, through its Designated Representative, shall not require BSE-related conditions for the import of bison meat and bison meat products into the territory represented by TECRO.

Live Poultry, Poultry Genetics, Poultry Products, Eggs, and Egg Products

39. Paragraphs 39 through 47 apply to measures adopted or maintained by the authorities of the territory represented by TECRO relating to live poultry, poultry genetics, poultry products, eggs, and egg products from the territory represented by AIT.

40. TECRO, through its Designated Representative, shall allow imports of poultry products and egg products that are:

- (a) produced at an establishment on the FSIS MPI Directory; and
- (b) certified using an FSIS export certificate or electronic data elements.

41. For poultry products and egg products inspected by FSIS and certified using an FSIS export certificate or electronic data elements, TECRO, through its Designated Representative, shall not adopt or maintain any establishment registration requirement or any product registration requirement.

42. If the authorities of the territory represented by TECRO adopt or maintain an establishment listing requirement, for poultry products and egg products inspected by FSIS and certified using an FSIS export certificate or electronic data elements, TECRO, through its Designated Representative, shall accept the FSIS MPI Directory as sufficient to meet any establishment listing requirement to allow poultry products and egg products to be imported without undue delay.

43. TECRO, through its Designated Representative, shall not require inspections of an establishment on the FSIS MPI Directory that seeks to export to the territory represented by TECRO, or audits, before permitting the establishment to begin exporting to the territory represented by TECRO.

44. If the authorities of the territory represented by TECRO adopt or maintain an establishment listing requirement, for live poultry and poultry genetics accompanied by an USDA Animal and Plant Health Inspection Service (APHIS) export certificate, TECRO, through its Designated Representative, shall accept the APHIS National Poultry Improvement Program, where applicable,

as sufficient to meet any establishment listing requirement to allow live poultry and poultry genetics to be imported without undue delay.

45. TECRO, through its Designated Representative, shall not adopt or maintain any measure related to importation of live poultry, poultry genetics, poultry products, eggs, or egg products that is inconsistent with the WOAHP *Terrestrial Animal Health Code Chapter 10.4 (Infection with High Pathogenicity Avian Influenza Viruses)* (WOAH HPAI guidelines) or any successor thereto.

46. TECRO, through its Designated Representative, shall decrease the scope of regionalization of the territory represented by AIT from the state level to the county level in which the affected premises is located for live poultry, poultry genetics, poultry products, eggs, and egg products. TECRO, through its Designated Representative, shall ensure that any import restriction imposed on live poultry, poultry genetics, poultry products, eggs, or egg products in response to outbreaks of HPAI is limited to the county in which the outbreak was confirmed.

47. TECRO, through its Designated Representative, shall recognize APHIS as the competent animal health authority to determine if a county is considered free of HPAI, as defined by the WOAHP HPAI guidelines, or any successor thereto, and therefore eligible to export live poultry, poultry genetics, poultry products, eggs, and egg products to the territory represented by TECRO.

Dairy Products

48. Paragraphs 48 through 50 apply to measures adopted or maintained by the authorities of the territory represented by TECRO relating to dairy products from the territory represented by AIT.

49. For fresh milk and milk products for human consumption accompanied by a USDA Agricultural Marketing Service (AMS) export certificate and an APHIS export certificate, TECRO, through its Designated Representative, shall:

- (a) allow imports into the territory represented by TECRO; and
- (b) not adopt or maintain any establishment listing requirement, any establishment registration requirement, or any product registration requirement.

50. For dairy products other than fresh milk and milk products for human consumption accompanied by an AMS export certificate, TECRO, through its Designated Representative, shall:

- (a) allow imports into the territory represented by TECRO; and
- (b) not adopt or maintain any establishment listing requirement, any establishment registration requirement, or any product registration requirement.

Aquatic Products (excluding Siluriformes)

51. Paragraph 52 applies to measures adopted or maintained by the authorities of the territory represented by TECRO relating to aquatic products (excluding Siluriformes) from the territory represented by AIT.

52. For aquatic products (excluding Siluriformes) accompanied by a National Oceanic and Atmospheric Administration export certificate, TECRO, through its Designated Representative, shall:

- (a) allow imports into the territory represented by TECRO; and
- (b) not adopt or maintain any establishment listing requirement, any establishment registration requirement, or any product registration requirement.

Processing Potatoes

53. TECRO, through its Designated Representative, shall ensure that any future changes made to *Quarantine Requirements for the Importation of U.S. Processing Potatoes*, No. 1151881353, published and effective on February 6, 2026, promulgated by the Ministry of Agriculture, are made pursuant to mutual consent of the Parties, in consultation with their Designated Representatives.

Agricultural Biotechnology

54. Noting the ability of agricultural biotechnology to improve lives by helping to feed growing populations and by promoting improved agricultural productivity while optimizing inputs, TECRO, through its Designated Representative, shall maintain, for products of agricultural biotechnology, science- and risk-based regulatory frameworks and efficient authorization processes, in order to facilitate increased trade in such products.

55. TECRO, through its Designated Representative, shall make available to the public and, to the extent possible, online:

- (a) the information and documentation requirements for an authorization, if required, of a product of agricultural biotechnology;
- (b) any summary of any risk or safety assessment that has led to the authorization, if required, of a product of agricultural biotechnology; and
- (c) any list of the products of agricultural biotechnology that have been authorized in the territory represented by TECRO.

56. To reduce the likelihood of disruptions to trade in products of agricultural biotechnology:

- (a) TECRO, through its Designated Representative, shall encourage applicants to submit timely and concurrent applications to the authorities of the territories

represented by the Parties for authorization, if required, of products of agricultural biotechnology;

- (b) for any authorization required by the authorities of the territory represented by TECRO for a product of agricultural biotechnology, TECRO, through its Designated Representative, shall:
 - (i) accept and review applications for the authorization, if required, of products of agricultural biotechnology on an ongoing basis year-round;
 - (ii) upon request by an applicant, inform the applicant of the status of its application;
 - (iii) if an application has deficiencies, including that it contains insufficient information to complete a review of a product, notify the applicant in a timely manner and provide the applicant the opportunity to provide additional information;
 - (iv) adopt or maintain measures that allow the initiation of the domestic regulatory authorization process of a product not yet authorized in the territory represented by a Party or in a territory not represented by a Party;
 - (v) if an authorization is subject to expiration, take steps to help ensure that the review of the product is completed and a decision is made in a timely manner, and if possible, prior to expiration; and
 - (vi) communicate with AIT, through its Designated Representative, regarding any authorizations of products of agricultural biotechnology so as to improve information exchange.

57. TECRO, through its Designated Representative, shall adopt or maintain policies or approaches designed to manage any low level presence (LLP) occurrence.¹⁵

58. In the event of an LLP occurrence, TECRO, through its Designated Representative, shall:

- (a) inform the importer or the importer's agent of the LLP occurrence and of any additional information that the authorities of the territory represented by TECRO require to make a decision on the management of the LLP occurrence;
- (b) on request, and if available, provide to AIT, through its Designated Representative, a summary of any risk or safety assessment that the authorities of the territory represented by TECRO have conducted in accordance with the law of the territory represented by TECRO in connection with the LLP occurrence;

¹⁵ For greater certainty, paragraphs 57 through 58 apply only to products of modern biotechnology.

- (c) ensure that the LLP occurrence is managed without unnecessary delay and that any measure¹⁶ applied to manage the LLP occurrence is appropriate to achieve compliance with the laws and regulations of the territory represented by TECRO and takes into account any food safety risk posed by the LLP occurrence; and
- (d) take into account, as appropriate, any relevant risk or safety assessment provided, and authorization granted, by the authorities of the territory represented by AIT, or by the authorities of a territory not represented by a Party, when deciding how to manage the LLP occurrence.

Pesticide MRLs

59. Recognizing the importance of establishing science- and risk-based pesticide MRLs, in cases where the authorities of the territory represented by TECRO have not established an MRL, TECRO, through its Designated Representative, shall recognize and accept the corresponding tolerance adopted or maintained by the authorities of the territory represented by AIT, or the corresponding Codex MRL.

60. In the event of a pesticide MRL non-compliance, TECRO, through its Designated Representative, shall apply enhanced, risk-based surveillance, if warranted, only to the entity responsible for the non-compliance. TECRO, through its Designated Representative, shall also provide the entity responsible for the non-compliance an opportunity to dispute or resolve the violation.

61. TECRO, through its Designated Representative, shall limit suspension of entities of the territory represented by AIT based on pesticide MRL non-compliance to the responsible entity and only after multiple non-compliances.

62. TECRO, through its Designated Representative, shall ensure transparent procedures by communicating testing methodologies used to determine compliance with pesticide MRLs.

Article 3.4: Geographical Indications

1. TECRO, through its Designated Representative, shall ensure transparency and fairness with respect to the protection or recognition of geographical indications, including pursuant to an agreement with another territory. In cases where the authorities of the territory represented by TECRO protect or recognize a term that identifies a good as a geographical indication but where there is no given quality, reputation, or other characteristic of the good that is essentially attributable to its geographical origin, TECRO, through its Designated Representative, shall permit use of the term.

2. With respect to the protection or recognition of a geographical indication, including pursuant to an agreement with another territory, TECRO, through its Designated Representative, shall:

¹⁶ For purposes of this paragraph, “measure” does not include penalties.

- (a) ensure transparent and fair procedures for examination, opposition, and cancellation, including with respect to a translation or transliteration;
- (b) provide that the grounds for refusal, opposition, and cancellation include the likelihood of confusion with a prior trademark and whether the term is the term customary in common language as the common name for the relevant good in its territory;
- (c) publicly identify which component or components it is protecting and which it is not protecting;
- (d) not protect an individual component of a multi-component term that is protected or is recognized as a geographical indication if that individual component is the term customary in common language as the common name for the relevant good in its territory;
- (e) not prevent third parties from commercial use of a term, sign, or image based on the evocation of a geographical indication protected or recognized in its territory; and
- (f) in determining whether a term is the term customary in common language as the common name for the relevant good in its territory, have the authority to take into account how consumers understand the term in its territory and recognize that factors relevant to that consumer understanding may include:
 - (i) whether the term is used to refer to the type of good in question, as indicated by competent sources such as dictionaries, newspapers, and relevant websites;
 - (ii) how the good referenced by the term is marketed and used in trade in its territory;
 - (iii) whether the term is used in relevant international standards to refer to a type or class of good in its territory, such as pursuant to a standard promulgated by Codex;
 - (iv) whether persons other than the person who claims rights in the term use the term as the name for the type of product in question;
 - (v) whether the good in question is imported into its territory, in significant quantities, from a place other than the territory identified in the application or petition, and whether those imported goods are named by the term; and

- (vi) whether the product associated with the term is manufactured or traded in significant quantities from a place other than the territory identified in the application or petition.

Article 3.5: Cheese and Meat Terms

TECRO, through its Designated Representative, shall not restrict U.S. market access due to the mere use of the individual cheese and meat terms listed in Annex 2.

Article 3.6: Intellectual Property

1. TECRO, through its Designated Representative, shall provide a robust standard of protection for intellectual property.^{17, 18} TECRO, through its Designated Representative, shall provide effective systems for civil, criminal, and border enforcement of intellectual property rights and shall ensure that such systems combat and deter the infringement or misappropriation of intellectual property, including in the online environment. TECRO, through its Designated Representative, shall prioritize and shall take effective criminal and border enforcement actions against copyright and trademark infringements.

2. TECRO, through its Designated Representative, shall adopt, maintain, and implement laws, regulations, and all other measures necessary to comply with the substantive terms in each of the following agreements:

- (a) *Berne Convention for the Protection of Literary and Artistic Works*, done at Berne on September 9, 1886, as revised at Paris on July 24, 1971;
- (b) *Convention Relating to the Distribution of Programme-Carrying Signals Transmitted by Satellite*, done at Brussels on May 21, 1974;
- (c) *Budapest Treaty on the International Recognition of the Deposit of Microorganisms for the Purposes of Patent Procedure*, done at Budapest on April 28, 1977, as amended on September 26, 1980;
- (d) *Geneva Act of the Hague Agreement Concerning the International Registration of Industrial Designs*, done at Geneva on July 2, 1999;
- (e) *Protocol Relating to the Madrid Agreement Concerning the International Registration of Marks*, done at Madrid on June 27, 1989;

¹⁷ For purposes of this Agreement, “intellectual property” refers to all categories of intellectual property that are the subject of Sections 1 through 7 of Part II of the WTO *Agreement on Trade-Related Aspects of Intellectual Property Rights*, set out in Annex 1C to the WTO Agreement.

¹⁸ For purposes of this Agreement, the protection of intellectual property includes matters related to technological protection measures and rights management information.

- (f) *Marrakesh Treaty to Facilitate Access to Published Works for Persons Who Are Blind, Visually Impaired or Otherwise Print Disabled*, done at Marrakesh on June 27, 2013;
- (g) *Paris Convention for the Protection of Industrial Property*, done at Paris on March 20, 1883, as revised at Stockholm on July 14, 1967;
- (h) *Patent Cooperation Treaty*, done at Washington on June 19, 1970, as amended on September 28, 1979, and modified on February 3, 1984;
- (i) *Patent Law Treaty*, done at Geneva on June 1, 2000;
- (j) *Singapore Treaty on the Law of Trademarks*, done at Singapore on March 27, 2006;
- (k) *International Convention for the Protection of New Varieties of Plants*, done at Paris on December 2, 1961, as revised at Geneva on March 19, 1991;
- (l) *World Intellectual Property Organization (WIPO) Copyright Treaty*, done at Geneva on December 20, 1996; and
- (m) *WIPO Performances and Phonograms Treaty*, done at Geneva on December 20, 1996.

Article 3.7: Services and Investment

TECRO, through its Designated Representative, shall refrain from imposing new barriers that provide less favorable treatment to services suppliers of the territory represented by AIT than the treatment afforded to domestic services suppliers and services suppliers from a territory not represented by a Party, jurisdiction, or economy.

Article 3.8: Good Regulatory Practices

The Parties, through their Designated Representatives, affirm their rights and obligations regarding good regulatory practices under Chapter 3 of the *Agreement Between the American Institute in Taiwan and the Taipei Economic and Cultural Representative Office in the United States Regarding Trade Between the United States of America and Taiwan*, which entered into force on December 10, 2024.

Article 3.9: Labor

1. TECRO, through its Designated Representative shall adopt and effectively implement a prohibition on importation of goods mined, produced, or manufactured wholly or in part by forced

or compulsory labor. TECRO, through its Designated Representative, shall recognize determinations of the authorities of the territory represented by AIT on entities under 19 U.S.C. § 1307 through its domestic procedures and shall presumptively prohibit importation of goods from those enterprises.

2. TECRO, through its Designated Representative, shall protect internationally recognized labor rights.¹⁹ This includes by adopting or maintaining such rights in the law²⁰ and practice of the territory it represents, and effectively enforcing labor laws, including by creating or maintaining necessary institutions to protect labor rights. TECRO, through its Designated Representative, shall establish and effectively apply appropriate legal sanctions for violations of those laws. TECRO, through its Designated Representative, shall not weaken or reduce the protections in the labor laws of the territory it represents and shall address any such weakening or reduction that has been made to encourage trade or investment to date.²¹ In addition, TECRO, through its Designated Representative, shall address issues related to labor rights that contribute to non-reciprocal trade.

3. To ensure the law of the territory represented by TECRO and the practice of the authorities of the territory represented by TECRO protect internationally recognized labor rights, TECRO, through its Designated Representative, shall:

- (a) within five years of the date of entry into force of this Agreement, ensure the law of the territory represented by TECRO protects the right to freedom of association by amending relevant laws or regulations of the territory represented by TECRO regarding:
 - (i) the formation of enterprise-level unions, including by reducing the minimum membership requirement for the formation of an enterprise-level union to a number that does not excessively hinder the formation of unions in small and medium-sized enterprises, including those engaged in fishing;
 - (ii) the organization of confederations by labor unions, including to ensure labor unions can organize confederations on a territory-wide basis without minimum requirements for representation;
 - (iii) the creation of an appropriate mechanism for the election or removal of labor unions; and

¹⁹ For purposes of this Article, internationally recognized labor rights include those in the International Labor Organization (ILO) *Declaration on Fundamental Principles and Rights at Work and its Follow-Up* (1998), as amended in 2022; a prohibition on the worst forms of child labor; and acceptable conditions of work with respect to minimum wages and hours of work.

²⁰ For greater certainty, for purposes of this Article, law of the territory represented by TECRO includes the regulations of the territory represented by TECRO.

²¹ For greater certainty, the scope of this paragraph includes special economic zones, such as export processing zones, or sector-specific laws or regulations that have lesser labor protections than the overall economy.

- (iv) appropriate voting thresholds for collective action such as strikes.
- (b) facilitate the elimination of all forms of forced or compulsory labor by:
 - (i) prohibiting in the law of the territory represented by TECRO the retention of all workers' passports, work authorization documents, identity documents, and any other similar documents by employers or their agents;
 - (ii) prohibiting the charging of recruitment fees and related costs to workers in the territory represented by TECRO working in the manufacturing and fishing sectors, and, where applicable, prior to their migration to the territory represented by TECRO, within three years of the date of entry into force of this Agreement. Such recruitment fees and related costs may be paid by employers during the employment contract period; and
 - (iii) within three years of the date of entry into force of this Agreement, providing labor rights protections in the law of the territory represented by TECRO, for migrant workers working in the distant water fishing sector who are not nationals of the territory represented by TECRO that are equivalent to those provided to nationals of the territory represented by TECRO for the same occupation.
- (c) facilitate the effective enforcement of labor laws by:
 - (i) effectively enforcing existing law that prohibits the charging of service fees; and
 - (ii) addressing the violation of internationally recognized labor rights onboard commercial fishing vessels, including by ensuring:
 - (A) the *Action Plan for Fisheries and Human Rights* (July 2023 Amended) is fully implemented, including those provisions related to inspections and worker access to wi-fi and satellite phones on fishing vessels;
 - (B) labor inspections on fishing vessels are unannounced; and
 - (C) persons performing inspections on fishing vessels have the necessary labor expertise, such as through conducting robust training on labor law and labor inspections for Fisheries Agency inspectors, and the proper authority to conduct inspections.

Article 3.10: Border Measures and Taxes

1. If the authorities of the territory represented by AIT adopt a border measure designed to combat regulatory arbitrage that is disadvantaging workers and businesses of the territory represented by AIT, TECRO, through its Designated Representative, shall consult with the authorities of the territory represented by AIT regarding appropriate border measures to address the issue of regulatory arbitrage.
2. TECRO, through its Designated Representative, shall not contest, including through countervailing measures or at the WTO, any measure adopted by the authorities of the territory represented by AIT to rebate or to refrain from imposing direct taxes in relation to exports from the territory represented by AIT.
3. The authorities of the territory represented by TECRO have not and will not impose value-added taxes that discriminate against enterprises of the territory represented by AIT in law or in fact.

Article 3.11: Environment

Protection and Enforcement

1. TECRO, through its Designated Representative, shall adopt and maintain environmental protections, uphold or institute as necessary strong environmental governance structures, and work together with the authorities of the territory represented by AIT, to address environment-related issues that may contribute to non-reciprocal trade.
2. TECRO, through its Designated Representative, shall ensure that the environmental laws of the territory represented by TECRO and policies of the authorities of the territory represented by TECRO provide for, and encourage, high levels of environmental protection.
3. TECRO, through its Designated Representative, shall effectively enforce the environmental laws of the territory represented by TECRO.

Illegal Logging and Associated Trade

4. TECRO, through its Designated Representative, shall take measures to combat, and cooperate to prevent, trade in illegally harvested forest products.

More Resource Efficient Economies

5. TECRO, through its Designated Representative, shall take measures to promote more resource efficient economies. Such measures may include addressing trade barriers that inhibit more resource efficient economies; encouraging innovation that promotes circularity, for example through improving resource efficiency in product design; and promoting trade facilitative approaches to enable reverse supply chains.

6. TECRO, through its Designated Representative, shall take measures to promote the recovery of critical minerals from waste streams. Such measures may include encouraging regulations, infrastructure, or technologies to expand the collection of electronic waste and spent lithium-ion batteries for recycling and recovering critical minerals.

Fisheries Subsidies

7. TECRO, through its Designated Representative, shall fully implement the obligations of the *WTO Agreement on Fisheries Subsidies* (AFS), set out in Annex 1A to the WTO Agreement, notwithstanding AFS Article 12.

8. TECRO, through its Designated Representative, shall ensure its fisheries subsidies do not contribute to overcapacity and overfishing, including through the use of robust fisheries management regimes and reform of such subsidies.

Sustainable Fisheries Management and Illegal, Unreported, and Unregulated Fishing

9. TECRO, through its Designated Representative, shall operate a sustainable fisheries management system that regulates marine wild capture fishing and promotes the long-term conservation of marine species including sharks, sea turtles, seabirds, and marine mammals.

10. TECRO, through its Designated Representative, shall strengthen enforcement of fisheries related laws, regulations, and other measures to effectively combat illegal, unreported, and unregulated (IUU) fishing and deter trade in products from IUU fishing, including through:

- (a) implementing port state measures, including through actions consistent with the *Agreement on Port State Measures to Prevent, Deter and Eliminate Illegal, Unreported and Unregulated Fishing*, done at Rome on November 22, 2009;
- (b) adopting or strengthening measures to deter vessels flying the flag of the territory represented by TECRO and nationals of the territory represented by TECRO from engaging in IUU fishing; and
- (c) preventing the transshipment at sea of fish caught through IUU fishing or fish products derived from IUU fishing.

Combating Illegal Wildlife Trade and Associated Crimes

11. TECRO, through its Designated Representative, shall take measures to combat, and cooperate to prevent, the trade of wild fauna and flora that were taken or traded in violation of the law of the territory represented by TECRO or another applicable law, including through the following actions:

- (a) take measures to enhance the effectiveness of inspections of shipments containing wild fauna and flora, including parts and products thereof, at ports of entry;

- (b) take measures to combat the trade of wild fauna and flora transshipped through the territory represented by TECRO that, based on credible evidence, were illegally taken or traded;
- (c) treat intentional transnational trafficking of wild fauna and flora as a serious crime as defined in the *United Nations Convention on Transnational Organized Crime*, done at New York on November 15, 2000; and
- (d) take measures to dismantle organized trafficking networks involved in nature crimes.

Article 3.12: Customs and Trade Facilitation

1. The Parties, through their Designated Representatives, affirm their rights and obligations regarding customs and trade facilitation under Chapter 2 of the *Agreement Between the American Institute in Taiwan and the Taipei Economic and Cultural Representative Office in the United States Regarding Trade Between the United States of America and Taiwan*, which entered into force on December 10, 2024, and shall maintain or implement technology solutions that allow for paperless trade, digitalized procedures, and full pre-arrival processing for the movement of goods.
2. TECRO, through its Designated Representative, shall allow express shipments from the territory represented by AIT to benefit from any of the simplified entry procedures that authorities of the territory represented by TECRO make available for express shipments, without being subject to numerical limits.²²
3. TECRO, through its Designated Representative, shall implement periodic payment for express shipments from the territory represented by AIT within two years of the date of entry into force of this Agreement.
4. TECRO, through its Designated Representative, shall allow an express carrier carrying express shipments from the territory represented by AIT to declare itself as the holder of such express shipments without requiring a power of attorney to fulfill the relevant import requirements.
5. TECRO, through its Designated Representative, shall establish or maintain a system that receives system-to-system electronic certification data from FSIS for exports of meat, poultry, Siluriformes, and egg products from the territory represented by AIT within three years of the date of entry into force of this Agreement.

²² The authorities of the territory represented by TECRO may require formal entry procedures as a condition for release based on the good's weight.

Section 4: Digital Trade and Technology

Article 4.1: Digital Services Taxes

TECRO, through its Designated Representative, shall not impose digital services taxes, or similar taxes that discriminate against enterprises of the territory represented by AIT in law or in fact.

Article 4.2: Facilitation of Digital Trade

TECRO, through its Designated Representative, shall facilitate digital trade with AIT, through its Designated Representative, between the territories represented by the Parties, including by refraining from measures that discriminate against digital services or products distributed digitally of the territory represented by AIT, ensuring the free transfer of data across trusted borders for the conduct of business, and collaborating with the authorities of the territory represented by AIT to address cybersecurity challenges. The Parties, through their Designated Representatives, affirm that the authorities of the territory represented by AIT have no such discriminatory measures in place regarding digital services or products distributed digitally of the territory represented by TECRO.

Article 4.3: Digital Trade Agreements

If the authorities of the territory represented by TECRO enter into a digital trade agreement with a “covered nation” as defined in 10 U.S.C. § 4872, AIT, in consultation with its Designated Representative, may terminate this Agreement and reimpose the applicable reciprocal tariff rate.

Article 4.4: Market Entry Conditions

TECRO, through its Designated Representative, shall not impose any condition or enforce any undertaking requiring persons of the territory represented by AIT to transfer or provide access to a particular technology, production process, source code, or other proprietary knowledge, or to purchase, utilize, or accord a preference to a particular technology, as a condition for doing business in the territory it represents. This Article does not preclude a regulatory body or judicial authority of the territory represented by a Party from requiring a person of the territory represented by the other Party to preserve and make available the source code of software, or an algorithm expressed in that source code, to the regulatory body for a specific investigation, inspection, examination, enforcement action, or judicial proceeding, subject to safeguards against unauthorized disclosure. The Parties, through their Designated Representatives, affirm that the authorities of the territory represented by AIT have no such measures in place regarding persons of the territory represented by TECRO.

Article 4.5: Customs Duties on Electronic Transmissions

The Parties, through their Designated Representatives, shall not impose customs duties on electronic transmissions, including content transmitted electronically, and shall support multilateral adoption of a permanent moratorium on customs duties on electronic transmissions at the WTO immediately and without conditions.

Section 5: Economic and National Security

Article 5.1: Trade Actions

1. When the authorities of the territory represented by AIT impose a customs duty, quota, prohibition, fee, charge, or other import restriction on a good or service of a territory not represented by a Party pursuant to the law of the territory represented by AIT, and considers that such measures are relevant to protecting the economic or national security of the territory represented by AIT, AIT, through its Designated Representative, intends to notify such measures to TECRO, through its Designated Representative, for the purpose of economic security alignment. Upon receiving such notification, in accordance with the law of the territory represented by TECRO, TECRO, through its Designated Representative, shall regulate the importation of that good or service into the territory it represents from a territory as agreed to by the Parties, in consultation with their Designated Representatives, through measures having equivalent restrictive effect as those of the authorities of the territory represented by AIT.

2. Through information sharing, as appropriate, and after consultations with AIT, through its Designated Representative, TECRO, through its Designated Representative, shall adopt and implement measures to address unfair practices of enterprises operating in the territory it represents, where such enterprises are based in a territory not represented by a Party, or are directly or indirectly owned or controlled by an enterprise based in a territory not represented by a Party that result in (1) the export of below-market price goods to the territory represented by AIT; (2) increased exports of such goods to the territory represented by AIT; (3) a reduction in exports of the territory represented by AIT to the territory represented by TECRO; or (4) a reduction in exports of the territory represented by AIT to markets of territories not represented by a Party.

Article 5.2: Export Controls, Sanctions, and Related Matters

1. TECRO, through its Designated Representative, shall maintain an effective and robust export control regime and strengthen cooperation with the authorities of the territory represented by AIT to regulate the trade in national security-sensitive technologies and goods through existing multilateral export control regimes, align with export controls in force by the authorities of the territory represented by AIT, and ensure that these controls are not backfilled or undermined.

2. TECRO, through its Designated Representative, shall promulgate additional regulatory measures to prevent diversions of advanced semiconductors and related equipment, machine tools,

advanced computing items, and other critical technologies to “covered nations” as defined in 10 U.S.C. § 4872.

3. TECRO, through its Designated Representative, shall align its export control rules with those of the authorities of the territory represented by AIT, particularly with respect to the U.S. Foreign Direct Product Rule on semiconductors and related technology.

4. TECRO, through its Designated Representative, shall establish effective enforcement mechanisms to conduct both administrative and criminal enforcement actions against export control violations and smuggling violations.

5. TECRO, through its Designated Representative, shall initiate necessary legal reforms to allow implementation of catch-all export controls for national security purposes, other than those related to weapons of mass destruction, and to apply export controls to intangible technologies.

6. TECRO, through its Designated Representative, shall cooperate and regularly consult with the authorities of the territory represented by AIT with a view to restricting transactions of nationals of the territory represented by TECRO with persons and entities included on the U.S. Department of Commerce Bureau of Industry and Security Entity List (Supplement 4 of Part 744 of the Export Administration Regulations), as well as the Department of the Treasury Office of Foreign Assets Control Lists of Specially Designated Nationals and Blocked Persons List (SDN List) and the Non-SDN Consolidated Sanctions List.

7. TECRO, through its Designated Representative, shall phase out existing technology from countries of concern and shall not allow any technology from countries of concern into the critical digital infrastructure of the territory represented by TECRO, including 5G and 6G wireless networks, subsea cables, cloud systems, internet data centers, imaging technology used at airports and seaports, and cranes used at seaports.

8. TECRO, through its Designated Representative, shall not host satellite ground stations on behalf of authorities of countries of concern or entities controlled by them.

9. TECRO, through its Designated Representative, shall adopt and maintain robust research security measures and not enter into any agreements, partnerships, or other similar arrangements involving science and technology cooperation with authorities of countries of concern, especially in critical and emerging technologies such as artificial intelligence (AI), biotechnology, and quantum computing.

10. TECRO, through its Designated Representative, shall collaborate with the authorities of the territory represented by AIT to expand electronic waste and rare earth recycling capabilities.

Article 5.3: Investment Security

TECRO, through its Designated Representative, shall maintain and apply a comprehensive mechanism for reviewing inbound and outbound investment based on national security risks and

shall cooperate with the authorities of the territory represented by AIT on matters related to investment security.

Article 5.4: Other Measures

1. TECRO, through its Designated Representative, shall prohibit the procurement of covered goods and services²³ of non-eligible third countries.²⁴
2. AIT, through its Designated Representative, shall work with authorities of the territory represented by TECRO to streamline and enhance defense trade.
3. Consistent with a prior official announcement of the authorities of the territory represented by TECRO, TECRO, through its Designated Representative, resolves to allocate its annual defense budget to exceed three percent of its GDP.
4. TECRO, through its Designated Representative, shall adopt measures to develop shipbuilding and shipping by market economies in cooperation with the authorities of the territory represented by AIT.
5. The Parties, through their Designated Representatives, affirm their rights and obligations regarding customs cooperation, exchange of confidential information, and compliance visits under Articles 2.25, 2.26, and 2.27 of the *Agreement Between the American Institute in Taiwan and the Taipei Economic and Cultural Representative Office in the United States Regarding Trade Between the United States of America and Taiwan*, which entered into force on December 10, 2024, including as those rights and obligations apply to the customs offense of duty evasion, and shall build on those rights and obligations by entering into a duty evasion cooperation agreement.
6. If the authorities of the territory represented by TECRO enter into a new bilateral free trade agreement or preferential economic agreement with a “covered nation” as defined in 10 U.S.C. § 4872, AIT, in consultation with its Designated Representative, may terminate this Agreement and reimpose the applicable reciprocal tariff rate.
7. TECRO, through its Designated Representative, shall not purchase any nuclear reactors, fuel rods, or enriched uranium from countries that raise national security concerns.

²³ The term “covered goods and services” means goods and services that the Separate Customs Territory of Taiwan, Penghu, Kinmen and Matsu has agreed to cover at the central level in international procurement obligations, either under the WTO *Agreement on Government Procurement* (GPA), set out in Annex 4 to the WTO Agreement, or a free trade agreement.

²⁴ “Non-eligible third countries” means countries other than: (a) GPA parties; (b) parties to a free trade agreement with the authorities of the territory represented by TECRO that includes binding government procurement commitments that define covered procurement; (c) beneficiary countries of trade preference programs of the authorities of the territory represented by TECRO that cover government procurement; and (d) least developed countries.

8. AIT, through Designated Representative, will take into account the implementation of this Section and the adequacy of actions by the authorities of the territory represented by TECRO to address economic and national security concerns when considering the territory represented by TECRO for preferential trade arrangements or other favorable treatment, including exceptions to tariffs or other trade measures.

9. If the authorities of the territory represented by AIT determine that the authorities of the territory represented by TECRO are cooperating to address shared national and economic security issues, AIT, through its Designated Representative, may take such cooperation into account in administering the laws and regulations of the territory it represents pertaining to export controls, investment reviews, and other measures.

Section 6: Commercial Considerations and Opportunities

Article 6.1: Investment

1. TECRO, through its Designated Representative, shall allow and facilitate investment from the territory represented by AIT in the territory it represents:

- (a) to explore, mine, extract, refine, process, transport, distribute, and export critical minerals and energy resources; and
- (b) to provide power generation, telecommunication, transportation, and infrastructure services,

on terms no less favorable than what the authorities of the territory represented by TECRO accord to investors in like circumstances from a territory not represented by a Party, and shall regulate those investments in keeping with minimum standards of international law.

2. TECRO, through its Designated Representative, may encourage investment from the territory represented by AIT in the semiconductor, AI, defense technology, security and surveillance, next-generation communications, and biotechnology industries in the territory represented by TECRO.

3. AIT, through its Designated Representative, shall work through institutions of the authorities of the territory represented by AIT such as the Export-Import Bank of the United States (EXIM Bank) and the U.S. International Development Finance Corporation (DFC), if eligible, to consider supporting investment financing in critical sectors in the territory represented by TECRO in collaboration with private sector partners of the territory represented by AIT, consistent with applicable law.

4. TECRO, through its Designated Representative, shall facilitate job-creating greenfield investment in the territory represented by AIT.

5. TECRO, through its Designated Representative, shall facilitate investment for the development of additional liquefied natural gas (LNG) export capacity in the territory represented by AIT, build additional storage capacity in the territory represented by TECRO with content from the territory represented by AIT consistent with the law of the territory represented by TECRO, and increase its long-term purchases of LNG from the territory represented by AIT.

6. TECRO, through its Designated Representative, shall collaborate with the authorities of the territory represented by AIT to facilitate additional new greenfield and brownfield investments by enterprises of the territory represented by TECRO in strategic high-technology manufacturing sectors, including AI, semiconductors, and advanced electronics, in the territory represented by AIT.

7. TECRO, through its Designated Representative, shall collaborate with the authorities of the territory represented by AIT on the establishment of one or more science and industrial parks in the territory represented by AIT to focus on activities including but not limited to talent development and research and development collaboration, and shall facilitate administrative and regulatory approvals for investors from the territory represented by TECRO. AIT, through its Designated Representative, shall coordinate with local authorities in the territory represented by AIT in seeking land and infrastructure support as well as tax advantages for these science and industrial parks.

Article 6.2: Purchases

As set out in Annex 3, TECRO, through its Designated Representative, will purchase originating goods of the territory represented by AIT consistent with the law of the territory represented by TECRO.

Article 6.3: Commercial Considerations

1. TECRO, through its Designated Representative, shall ensure that the public enterprises of the territory it represents or those of territories not represented by a Party operating in its market, when engaging in commercial activities: (1) act in accordance with commercial considerations in their purchase of goods or services; (2) refrain from discriminating against goods or services of the territory represented by AIT; and (3) refrain from subsidizing domestic goods producers. TECRO, through its Designated Representative, shall refrain from providing non-commercial assistance or otherwise subsidizing goods-producing public enterprises of the territory it represents, except where those actions fulfil legitimate public service obligations, benefit small producers, or protect its own essential security interests.

2. To achieve reciprocal trade, TECRO, through its Designated Representative, recognizes the importance of transparency. In this regard, upon the written request of AIT, through its Designated Representative as appropriate, TECRO, through its Designated Representative as appropriate, shall provide information regarding non-commercial assistance or subsidies and shall take action to address the distortive impacts of those subsidies and support mechanisms on trade

and investment with the authorities of the territory represented by AIT with the aim of arriving at a mutually satisfactory resolution.

3. TECRO, through its Designated Representative, shall expand cooperation and exchange information with the authorities of the territory represented by AIT, as appropriate, related to the antidumping and countervailing duty proceedings of the authorities of the territory represented by the Parties, including circumvention inquiries.

Section 7: Implementation, Enforcement, and Final Provisions

Article 7.1: Rules of Origin

If benefits of the Agreement are accruing substantially to persons owned by, controlled by, or subject to the jurisdiction or direction of the authorities of a territory not represented by a Party, a Party, through its Designated Representative, after consultation with the other Party, through its Designated Representative, may establish rules of origin necessary to achieve the Parties' intention for this Agreement.

Article 7.2: Annexes and Footnotes

The annexes and footnotes to this Agreement constitute an integral part of this Agreement.

Article 7.3: Amendments

1. Each Party, through its Designated Representative, may request reasonable modifications to this Agreement, to which the other Party, through its Designated Representative, shall consider in good faith. The Parties, in consultation with their Designated Representatives, may agree, in writing, to amend this Agreement if such amendment does not undermine the benefits of this Agreement or other agreements between the Parties or the authorities of the territories they represent.

2. An amendment shall enter into force 60 days after the date on which the latter Party has provided written notice to the other Party of the approval of the amendment in accordance with applicable legal procedures, or such other date as the Parties may agree.

Article 7.4: Enforcement

1. If either Party, through its Designated Representative, considers that the other Party, either on its own or through its Designated Representative, has not complied with a provision of this Agreement, the Party, through its Designated Representative as appropriate, may review the terms of the Agreement and take action in accordance with its law. Prior to taking an action under this

paragraph, a Party, through its Designated Representative as appropriate, shall, when practicable, seek consultations with the other Party, through its Designated Representative as appropriate.

2. Nothing in this Agreement shall constrain, or otherwise prevent, the authorities of the territory represented by a Party from imposing additional tariffs to remedy unfair trade practices, to address import surges, to protect economic or national security, or for other similar reasons consistent with the law of the territory represented by the Party.

Article 7.5: Entry into Force

Each Party shall notify the other Party, in writing, once the internal procedures required for entry into force of this Agreement have been completed. This Agreement shall enter into force the day following the date of the last notification.

Article 7.6: Termination

Either Party, in consultation with its Designated Representative, may terminate this Agreement by providing written notice of termination to the other Party. Termination shall take effect six months after the date of such notification. When practicable, a Party, through its Designated Representative as appropriate, shall afford the other Party, through its Designated Representative as appropriate, an opportunity to consult before providing such notice.

Article 7.7: Authentic Texts

The texts of this Agreement in the English language and the Chinese language shall be equally authentic, except for the tables for Schedule 1, Schedule 2A, and Schedule 2B, which shall be authentic only in English.

ANNEX 1

Schedule 1

Tariff Schedule of the Territory Represented by TECRO

General Notes

1. The provisions of this Schedule are generally expressed in terms of Taiwan's *Customs Import Tariff* Schedule, and the interpretation of the provisions of this Schedule, including the product coverage of subheadings of this Schedule, shall be governed by the General Rules, General Rules for the Interpretation of the Customs Import Tariff, Section Notes, and Chapter Notes of Taiwan's *Customs Import Tariff* Schedule. To the extent that provisions of this Schedule are identical to the corresponding provisions of Taiwan's *Customs Import Tariff* Schedule, the provisions of this Schedule shall have the same meaning as the corresponding provisions of Taiwan's *Customs Import Tariff* Schedule.
2. The base rates of duty set out in this Schedule reflect the Most Favored Nation (MFN) rates of duty in effect set by the authorities of the territory represented by TECRO on January 30, 2026.
3. TECRO, through its Designated Representative, shall apply a rate of customs duty on originating goods of the territory represented by AIT as provided in this Schedule.
4. In this Schedule, the following staging categories apply to the elimination or reduction of customs duties by the authorities of the territory represented by TECRO:
 - (a) customs duties on originating goods provided for in the items in staging category EIF shall be eliminated entirely, and these goods shall be duty-free on the date of entry into force of this Agreement;
 - (b) customs duties on originating goods provided for in the items in staging category Z shall remain subject to the applied MFN import duty rate set by the authorities of the territory represented by TECRO;
 - (c) customs duties on originating goods provided for in the items in staging category A shall remain zero;
 - (d) customs duties on originating goods provided for in the items in staging category R2 shall be reduced to two percent *ad valorem* on the date of entry into force of this Agreement;
 - (e) customs duties on originating goods provided for in the items in staging category R2.5 shall be reduced to 2.5 percent *ad valorem* on the date of entry into force of this Agreement;

- (f) customs duties on originating goods provided for in the items in staging category R2.6 shall be reduced to 2.6 percent *ad valorem* on the date of entry into force of this Agreement;
- (g) customs duties on originating goods provided for in the items in staging category R2.7 shall be reduced to 2.7 percent *ad valorem* on the date of entry into force of this Agreement;
- (h) customs duties on originating goods provided for in the items in staging category R4.4 shall be reduced to 4.4 percent *ad valorem* on the date of entry into force of this Agreement;
- (i) customs duties on originating goods provided for in the items in staging category R5.7 shall be reduced to 5.7 percent *ad valorem* on the date of entry into force of this Agreement;
- (j) customs duties on originating goods provided for in the items in staging category R10 shall be reduced to 10 percent *ad valorem* on the date of entry into force of this Agreement;
- (k) customs duties on originating goods provided for in the items in staging category RH shall be reduced to 50 percent of the base rate of duty on the date of entry into force of this Agreement; and
- (l) customs duties on originating goods provided for in the items in staging category RH3 shall be reduced to 50 percent of the base rate of duty in three equal annual stages, and the customs duties on such goods shall be half of the base rate of duty effective January 1 of year three.

5. Interim staged and final rates for tariff items in this Schedule shall be rounded down to the nearest tenth of a percentage point.

6. For the purposes of this Schedule, “year one” means the year this Agreement enters into force as provided in Article 7.5, and ending on December 31 of the same year as entry into force.

7. For the purposes of this Schedule, beginning in year two, each annual stage of tariff reduction shall take effect on January 1 of the relevant year.

Schedule 2

Tariff Schedule of the Territory Represented by AIT

General Notes

1. The provisions of this Schedule are generally expressed in terms of the Harmonized Tariff Schedule of the United States (HTSUS), and the interpretation of the provisions of this Schedule, including the product coverage of subheadings of this Schedule, shall be governed by the General Notes, Section Notes, and Chapter Notes of the HTSUS. To the extent that provisions of this Schedule are identical to the corresponding provisions of the HTSUS, the provisions of this Schedule shall have the same meaning as the corresponding provisions of the HTSUS.
2. With respect to originating goods of the territory represented by TECRO set out in Schedule 2A, AIT, through its Designated Representative, shall not apply the additional *ad valorem* rate of duty applicable to those goods as provided for in Executive Order 14257 of April 2, 2025 (Regulating Imports with a Reciprocal Tariff to Rectify Trade Practices that Contribute to Large and Persistent Annual United States Goods Trade Deficits), as amended.
3. With respect to originating goods of the territory represented by TECRO set out in Schedule 2B, AIT, through its Designated Representative, shall provide a reciprocal tariff rate of zero, in accordance with Executive Order 14360 of November 14, 2025 (Modifying the Scope of the Reciprocal Tariffs With Respect to Certain Agricultural Products).
4. For greater certainty, AIT, through its Designated Representative, shall continue to apply the MFN rate of duty set by the authorities of the territory represented by AIT in effect for products described in paragraphs 2 and 3.
5. For all other originating goods of the territory represented by TECRO, the additional *ad valorem* rate of duty provided for in Executive Order 14257 of April 2, 2025, as amended, is determined by the good's MFN rate of duty in effect set by the authorities of the territory represented by AIT under column 1 (General) of the HTSUS. For an originating good of the territory represented by TECRO with an MFN rate of duty that is less than 15 percent, the sum of the MFN rate of duty and the additional *ad valorem* rate of duty provided for in Executive Order 14257 of April 2, 2025, as amended, shall be 15 percent. For an originating good of the territory represented by TECRO with an MFN rate of duty that is at least 15 percent, the additional *ad valorem* rate of duty provided for in Executive Order 14257 of April 2, 2025, as amended, shall be zero.

ANNEX 2

Cheese and Meat Market Access List

(a) Cheeses:

- (i) american;
- (ii) asiago;
- (iii) blue;
- (iv) blue vein;
- (v) brie;
- (vi) burrata;
- (vii) camembert;
- (viii) cheddar;
- (ix) chevre;
- (x) colby;
- (xi) cottage cheese;
- (xii) coulommiers;
- (xiii) cream cheese;
- (xiv) danbo;
- (xv) edam;
- (xvi) emmental;
- (xvii) feta;
- (xviii) fontina;

- (xix) gouda;
 - (xx) grana;
 - (xxi) gruyere;
 - (xxii) havarti;
 - (xxiii) limburgier;
 - (xxiv) mascarpone;
 - (xxv) monterey/monterey jack;
 - (xxvi) mozzarella;
 - (xxvii) munster/muenster;
 - (xxviii) neufchatel;
 - (xxix) parmesan;
 - (xxx) pecorino;
 - (xxxi) pepper jack;
 - (xxxii) provolone;
 - (xxxiii) ricotta;
 - (xxxiv) romano;
 - (xxxv) saint-paulin;
 - (xxxvi) samso;
 - (xxxvii) swiss;
 - (xxxviii) tilsiter; and
 - (xxxix) tomme.
- (b) Meats:
- (i) black forest ham;

- (ii) bologna/bologne;
- (iii) bratwurst;
- (iv) capicola/capocollo;
- (v) chorizo;
- (vi) kielbasa;
- (vii) mortadella;
- (viii) pancetta;
- (ix) prosciutto; and
- (x) salame/salami.

ANNEX 3

Expanded Procurement and Purchases

TECRO, through its Designated Representative, will facilitate purchases of the following goods originating from the territory represented by AIT by certain enterprises of the territory represented by TECRO:

- (a) \$44.4 billion worth of LNG and crude oil from 2025 through 2029;
- (b) \$25.2 billion worth of power equipment, power grids, materials, generators, storage facilities, marine equipment, steel-making equipment, and other equipment from 2025 through 2029; and
- (c) \$15.2 billion worth of civil aircraft and engines from 2025 through 2029.