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SPECIAL REPORT

CROSS-STRAIT AGREEMENTS: 1990-2009

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Cross-Taiwan Strait negotiations took place in 1990. Red Cross organizations from both sides concluded the first cross-strait agreement, known as the Kinmen Accord, on the repatriation procedure. To facilitate future exchanges, governments of the Republic of China (Taiwan) and the People's Republic of China established respective semi-official organizations, the Strait Exchange Foundation (SEF) and the Association for Relations Across Taiwan Straits (ARATS), to handle cross-strait dialogues and negotiations.¹ The SEF and the ARATS operate under the supervision of Taiwan's Mainland Affairs Council of the Executive Yuan and China's Taiwan Affairs Office of the State Council, respectively. Below we list the cross-strait agreements from 1990 to 2009 and translated texts of such agreements are reproduced in the Annexes. It should be noted that the Chinese text should govern in case of any discrepancy between the Chinese and English texts.

Annex	Date	Meeting Venue	Agreement
1	September 12, 1990	Beijing	Kinmen Accord
2	April 29, 1993	Singapore	Joint Agreement of the Koo-Wang Talks
3	April 29, 1993	Singapore	Agreement on the Use and Verification of Certificates of Authentication Across the Taiwan Straits
4	April 29, 1993	Singapore	Agreement on Matters Concerning Inquiry and Compensation for [Lost] Registered Mail Across the Taiwan Straits
5	April 29, 1993	Singapore	System for Contacts and Meetings between the SEF and ARATS
6	February 4, 1994 ²	Beijing	Facilitation Measures for the Entry and Exit of SEF and ARATS Personnel

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¹ For a comprehensive list of cross-strait meetings and agreements, see Hai Xia Jiao Liu Ji Jin Hui [Straits Exchange Foundation], "Li Ci Hui Tan Zong Lan [Overview of Previous Talks]", <http://www.sef.org.tw/lp.asp?CtNode=4306&CtUnit=2541&BaseDSD=21&mp=19> (last visited Mar. 22, 2011). For additional information on cross-strait talks and recent developments, see Pasha L. Hsieh, "The Taiwan Question and the One-China Policy: Legal Challenges with Renewed Momentum", 84:3 *Die Fridens-Warte: J. Int'l Peace & Org.* 59, 73-79 (2009).

² The SEF and the ARATS agreed upon the text of the Measures on February 4, 1994. The Measures were subsequently approved by China's State Council and by Taiwan's Executive Yuan in the same year. Straits Exchange Foundation, "Jiao Tang Hui Tan - Di Yi Ci Jiao Tang Hui Tan [Chiao Tang Talks - The First Chiao-Tang Talk]", <http://www.sef.org.tw/ct.asp?xItem=359&ctNode=3809&mp=19> (last visited Mar. 22, 2011).

Annex	Date	Meeting Venue	Agreement
7	June 13, 2008	Beijing	SEF-ARATS Minutes of Talks on Cross-Strait Charter Flights
8	June 13, 2008	Beijing	Cross-Strait Agreement Signed Between SEF and ARATS Concerning Mainland Tourists Traveling to Taiwan
9	November 4, 2008	Taipei	Cross-Strait Air Transport Agreement
10	November 4, 2008	Taipei	Cross-Strait Sea Transport Agreement
11	November 4, 2008	Taipei	Cross-Strait Postal Service Agreement
12	November 4, 2008	Taipei	Cross-Strait Food Safety Agreement
13	April 26, 2009	Nanking	Cross-Strait Joint Crime-Fighting and Judicial Mutual Assistance Agreement
14	April 26, 2009	Nanking	Cross-Strait Air Transport Supplementary Agreement
15	April 26, 2009	Nanking	Cross-Strait Financial Cooperation Agreement
16	December 22, 2009	Taichung	Cross-Strait Agreement on Cooperation of Agricultural Product Quarantine and Inspection
17	December 22, 2009	Taichung	Cross-Strait Agreement on Cooperation in Respect of Standards, Metrology, Inspection and Accreditation
18	December 22, 2009	Taichung	Cross-Strait Agreement on Cooperation in Respect of Fishing Crew Affairs

ANNEX 1

Kinmen Accord³ September 12, 1990

The representatives of the Red Cross organizations on both sides of the Taiwan Strait held working talks on September 11 and 12 and reached the following agreement concerning letting both parties participate in and witness the implementation of cross-strait repatriation procedures via sea routes by their respective government agencies responsible for related matters:

1. Principle of repatriation

The repatriation procedures must conform to humanitarian considerations and the principles of safety and convenience.

2. Persons to be repatriated

- a. individuals illegally entering the territory of the other side (fishermen taking temporary shelter due to force majeure are not subject to this stipulation).
- b. alleged criminal suspects and criminal violators.

3. Places of handover

Both sides have agreed that the handover should take place in Mawei and Matsu. Both sides may also agree to alternative places —Xiamen and Kinmen, depending on various factors, such as the hometown(s) of the individuals to be repatriated and the weather conditions at sea.

4. Repatriation procedures:

- a. Relevant background information on the stowaway(s) to be repatriated shall be transmitted to the other side, after which the other side shall verify and respond within twenty days upon receipt of the notification. The repatriation and handover shall be carried out on the agreed date and venue. In case of any queries about the identity of the persons to be repatriated, the other side shall be notified to re-investigate the case.
- b. Only the vessels of the Red Cross organizations shall be used to carry the persons to be repatriated. Civilian vessels may serve as guide vessels for identification of the agreed venue for the handover. Red Cross banners on a white ground shall be hung on the repatriation vessel and the guide vessel (the hanging of other banners and the use of other symbols and markings are prohibited).

³ Straits Exchange Foundation, Kinmen Accord, <http://www.sef.org.tw/ct.asp?xItem=48859&ctNode=4384> (last visited Mar. 22, 2011).

- c. Two representatives designated and mutually agreed upon by both sides shall sign a handover witness certificate when taking back the stowaways (form attached).

5. Other matters:

After the signing of this Accord, both parties shall immediately resolve the related technical issues, and the regulations shall be promulgated immediately. Other relevant matters shall be negotiated upon between both parties.

This Agreement is signed in Kinmen; each party shall keep one copy.

Chen Chang-wen (signed), September 12, 1990

Han Changlin (signed), September 12, 1990

ANNEX 2

Joint Agreement of the Koo-Wang Talks⁴

April 29, 1993

Approved by the 2,331st session of the Executive Yuan on May 13, 1993

Separately enacted on May 24, 1993, by Executive Yuan document Tai (82) Mi-zih No. 15994

Chairman Koo Chen-fu of the Straits Exchange Foundation (hereinafter referred to as SEF) and Chairman Wang Daohan of the Association for Relations Across the Taiwan Straits (hereinafter referred to as ARATS), representing SEF and ARATS respectively, held talks in Singapore from April 27 to April 29 of this year. These talks were non-official, economic, administrative, and functional. SEF Vice-Chairman Cheyne Chiu, ARATS Standing Vice-Chairman Tang Shubei, and Concurrently Secretary-General Zou Zhekai joined in the talks. The two parties reached the following agreements:

1. Agenda of Discussions for This Year

The two parties will definitely hold, by the end of this year, administrative [non-political and functional] discussions on the following topics: repatriation of people who enter the area of the other side in violation of relevant regulations [illegal migrants] and related questions; questions concerning joint efforts to suppress the criminal activities of marine smuggling and robbery; handling of marine fishing disputes between the two sides; protection of intellectual property of the two sides; and mutual assistance between the judicial organs of the two sides (contact and assistance between relevant courts of the two sides).

2. Economic Exchanges

Both parties concur in the necessity of strengthening economic exchanges between the two sides for their mutual benefit. Both parties agree to select times and places to continue discussions on the issue of protecting Taiwan business investment in the mainland and related questions, as well as mutual visits of people from industrial and commercial circles.

3. Exploitation and Exchange [Cooperation] in Energy and Resources

Both parties agree to hold discussions on strengthening cooperation in the exploitation of energy and resources.

4. Culture, Education, Science, and Technology Exchanges

Both parties agree to actively promote mutual visits and exchanges of young people, the press, and science and technology exchanges between the two sides. The two parties will, by the end of this year, sponsor a young people's talent and art competition and exchange and help realize an exchange

⁴ Straits Exchange Foundation, Joint Agreement of the Koo-Wang Talks, <http://www.sef.org.tw/ct.asp?xItem=48908&ctNode=4384> (last visited Mar. 22, 2011).

between young people and mutual visits of news media executives and senior reporters. Both parties shall promote mutual visits of science and technology personnel, exchange science technology personnel, exchange science technology publications, study the unification of terminology in science and the standardization of product specifications, and jointly promote the exchange of technology in computers and other industries. Related matters will be discussed further.

5. Signing and Entry Into Force

This joint agreement enters into force thirty days from the date of signing by both parties.

Four copies of this joint agreement were signed on the twenty-ninth day of April, and the two parties will each hold two copies.

(Signed)

Koo Chen-fu, Chairman of the Straits Exchange Foundation

Wang Daohan, Chairman of the Association for Relations Across the Taiwan Straits

April 29, 1993

ANNEX 3

Agreement on the Use and Verification of Certificates of Authentication Across the Taiwan Straits⁵

April 29, 1993

Approved by the 2,331st session of the Executive Yuan on May 13, 1993

Executive Yuan document Tai (82) Mi-zih No. 15992

Co-signed and separately enacted on May 24, 1993, by Judicial Yuan (82) document Yuan-tai-ting-si-san-zih No. 09181 and Examination Yuan document (82) Kao-tai-mi-yi-zih No. 1666.

The Straits Exchange Foundation and the Association for Relations Across the Taiwan Straits, together with the Chinese Association of Notaries Public, having held a discussion on matters concerning use and verification of certificates of authentication across the Taiwan Straits, reached the following agreements:

1. Liaison Subjects

- (1) As regards matters concerning the transmittance of duplicates of certificates of authentication and the verification thereof, both parties will contact each other respectively through the Straits Exchange Foundation and the Chinese Association of Notaries Public or the associations of notaries public of relevant Provinces, Autonomies, or Special Cities.
- (2) As regards other related matters of this Agreement, contacts are made by the Straits Exchange Foundation and the Association for Relations Across the Taiwan Straits.

2. Transmittance of Duplicates of Certificates of Authentication

- (1) Both parties agree to transmit to each other duplicates of certificates of authentication concerning succession, adoption, marriage, birth, death, mandate, educational background, residence, relatives under maintenance, and evidence of property rights.
- (2) Both parties may, according to the need for the use of certificates of authentication, hold further discussions to increase or decrease the kinds of duplicates of certificates of authentication which will be transmitted.

3. Verification of Certificates of Authentication

- (1) Grounds for Verification

⁵ Straits Exchange Foundation, Agreement on the Use and Verification of Certificates of Authentication Across the Taiwan Straits, <http://www.sef.org.tw/ct.asp?xItem=48904&ctNode=4384> (last visited Mar. 22, 2011).

If a certificate of authentication falls within any of the following circumstances, both parties shall assist each other in verification:

- A. If it violated the rules concerning jurisdiction of the organ of authentication;
- B. If one and the same matter was authenticated at different organs of authentication;
- C. If the contents of a certificate of authentication do not agree with the household registration data or other data on file;
- D. If the contents of certificate of authentication contradict each other;
- E. If the words, characters, or seals of a certificate of authentication are illegible or there are such suspicious traces as erasures and alteration;
- F. If other different evidence or data exist; and
- G. If there are any other matters that need to be clarified.

(2) Grounds for Refusal

If clear grounds for verification are not stated or other verifying seals have been affixed to the certificate of authentication, the party from whom a verification is requested may refuse the verification with reasons.

(3) Time Limit for Reply

The party from whom a verification is requested shall reply within thirty days from the date of receiving the letter requesting the verification.

(4) Verification Fees

The party who requests a verification shall pay an adequate fee to the party from whom the verification is requested. Standard of verification fees and ways of payment will be settled on through further discussions by both parties.

4. Forms of Documents

When transmitting duplicates of certificates of authentication, requesting verifications, or making replies, appropriate forms of documents shall be used after discussion by both parties.

5. Other Documents

Both parties agree to hold separate discussions on matters concerning verification of documents other than certificates of authentication and render assistance thereon.

6. Performance, Alteration, and Termination of Agreements

Both parties shall comply with agreements. Performance, alteration, or termination of an agreement shall be made with the consent of both parties through discussion.

7. Resolution of Controversies

Both parties shall hold discussions as soon as possible to resolve the controversies arising from the application of this Agreement.

8. Unsettled Matters

If any unsettled matters of this Agreement exist, both parties may, by means of appropriate ways, hold further discussions to settle them.

9. Signing and Commencement of Effect

This Agreement will come into effect and of operation thirty days from the date of signing by both parties.

This Agreement was signed on the twenty-ninth day of April (of the year 1993) in four copies and both parties will each hold two copies.

(Signed)

Koo Chen-fu, Chairman of the Straits Exchange Foundation

Wang Daohan, Chairman of the Association for Relations Across the Taiwan Straits

Cheyne Chiu

Tang Shubei

April 29, 1993

Notes:

1. Regarding the increase in the types of mailed copies of certificates of authentication (confirmed through exchange of letters by Taiwan's Straits Exchange Foundation [SEF] and mainland China's Association for Relations Across the Taiwan Straits [ARATS] and enacted on February 1, 1995): The SEF, ARATS, and China Notaries' Association agreed, according to Article 2 of the "Agreement on the Use and Verification of Certificates of Authentication Across the Taiwan Straits," to add four types of mailed certificate of authentication copies, including tax records, medical records, work experience and professional certifications.
2. Since June 1997, the scope of mailed copies of cross-strait certificates of authentication has been increased to include product licensing and free sale certificates for pesticides, animal medicines, feed and feed additives, fertilizers, drugs for human use, medical equipment, general cosmetics

(eyeliner and mascara), cosmetics with medicinal components, food additives, aquatic products, tablet or capsule food, special nutrient foods, and environmental sanitation drugs, as well as letters of attorney, manufacturer information, labeling and instructions, certification of vibrio cholera-free aquatic products, proof of sterilization, certification of ingredients, and product testing certificates.

ANNEX 4

Agreement on Matters Concerning Inquiry and Compensation for [Lost] Registered Mail Across the Taiwan Straits⁶

April 29, 1993

Approved by the 2,331st session of the Executive Yuan on May 13, 1993

Separately enacted on May 24, 1993, by Executive Yuan document Tai (82) Mi-zih No. 15994

The Straits Exchange Foundation and the Association for Relations Across the Taiwan Strait, together with the Postal Specialty Committee of the Chinese Correspondence Society, having held a discussion on matters concerning inquiry and compensation for (lost) registered mail, reached the following agreements:

1. Scope of Operation

Registered mail as referred to in this Agreement means letters, post cards, aerograms, printed matter, newspapers, magazines, and Braille documents. Both parties may increase or decrease the above scope of operation by written agreement.

2. Ways of Contact

As regards inquiry about registered mail, mutual contact is made by the Straits Exchange Foundation and the Postal Specialty Committee of the Chinese Correspondence Society, or the postal handling centers (aviation and postal centers) designated by the latter.

As regards other related matters, mutual contact is made by the Straits Exchange Foundation and the Association for Relations Across the Taiwan Strait.

3. Methods of Delivery

Registered mail is delivered and handled by way of a third land.

4. Time Limit for Inquiry

Inquiries about registered mail shall be made within twelve months from the date following the day on which the original sender handed the mail for delivery.

5. Time Limit for Reply

The party who accepts an inquiry shall reply within three months from the date of receiving the inquiring document.

⁶ Straits Exchange Foundation, Agreement on Matters Concerning Inquiry and Compensation for [Lost] Registered Mail Across the Taiwan Straits, <http://www.sef.org.tw/ct.asp?xItem=48906&ctNode=4384> (last visited Mar. 22, 2011).

6. Transcribing and Sending Checkup Notes

If one party receives sealed mailbags from the other party and finds any loss or theft of, or damage to, registered mail, he shall immediately transcribe and send a checkup note to the other party for prompt investigation and reply.

7. Each Administers Its Compensation

Any loss or theft of, or damage to, registered mail will be compensated for by the party that initiated the delivery and there will be no mutual settlement of accounts.

8. Forms of Documents

Both parties will each make, by means of printing and in accordance with postal convention, forms of inquiry, checkup notes, letters of reply, and simplified letters for use after mutual approval by both parties.

9. Performance, Alteration, and Termination of Agreements

Both parties shall comply with agreements. Performance, alteration, or termination of an agreement shall be made with the consent of both parties through discussion.

10. Resolution of Controversies

Both parties shall hold discussions as soon as possible to resolve the controversies arising from the application of this Agreement.

11. Unsettled Matters

If any unsettled matters of this Agreement exist, both parties may, by means of appropriate ways, hold further discussions to settle them.

12. Commencement of Effect and Operation

This Agreement will come into effect and operation thirty days from the date of signing by both parties.

This Agreement was signed on the twenty-ninth day of April (of the year 1993) in four copies and both parties will each hold two copies.

(Signed)

Representative, Straits Exchange Foundation

Koo Chen-fu; Cheyne Chiu

Representative, Association for Relations Across the Taiwan Straits

Wang Daohan; Tang Shubei

April 29, 1993

ANNEX 5

System for Contacts and Meetings between the SEF and ARATS⁷

April 29, 1993

Approved by the 2,331st session of the Executive Yuan on May 13, 1993

Separately enacted on May 24, 1993, by Executive Yuan document Tai (82) Mi-zih No. 15994

The Straits Exchange Foundation (hereinafter referred to as SEF) and the Association for Relations Across the Taiwan Straits (hereinafter referred to as ARATS), for the purpose of establishing a system for contacts and meetings and having held discussions thereon, reached the following agreements:

1. Meetings

Where there is practical need and with the consent of both parties, the SEF and ARATS chairmen will hold meetings concerning the business of the two organizations. The venues and related questions will be settled through further negotiation.

The SEF vice-chairman and ARATS vice-chairman or secretaries general of the two organizations will, in principle, hold a meeting once every six months concerning the business of the two organizations. The meetings will be held in Taiwan and the mainland alternately, or in a third place settled on through discussions.

Deputy secretaries general, department chiefs, and personnel of the rank of director of the two organizations will hold meetings quarterly in selected places in Taiwan or the mainland.

2. Administrative [non-political and functional] Discussions

Both parties agree to hold, as soon as possible, exclusive discussions on matters which arise in the course of exchanges between the two sides which need to be discussed, and sign agreements.

3. Task Forces

Both parties agree that they will each set up an economic team and a comprehensive team as business requires.

4. Emergency Contacts

Both Parties agree that they will each designate their deputy secretaries general as liaison persons for emergencies. They shall contact each other and take appropriate measures in such cases.

⁷ Straits Exchange Foundation, System for Contacts and Meetings between the SEF and ARATS, <http://www.sef.org.tw/ct.asp?xItem=48907&ctNode=4384> (last visited Mar. 22, 2011).

5. Facilitating Entry and Exit

Both parties agree that, on the grounds established by this agreement, they will mutually facilitate personnel, designated by the two organizations through discussions, in their entry into and exit from the areas of the two sides. This shall include assistance in customs processing and other matters relating to travel. Concrete measures will be settled through discussions.

6. Execution, Amendment, and Termination of Agreements

Both parties shall comply with agreements reached. Execution, amendment, or termination of an agreement shall be made with the consent of both parties through negotiation.

7. Unsettled Matters

If this agreement leaves any matters unsettled, the two parties may negotiate a settlement through appropriate channels.

8. Signing and Entry Into Force

This agreement enters into force thirty days from the date of signing by both parties.

Four copies of this agreement were signed on the twenty-ninth day of April and the two parties will each hold two copies.

(Signed)

Koo Chen-fu, Chairman of the Straits Exchange Foundation

Wang Daohan, Chairman of the Association for Relations Across the Taiwan Straits

April 29, 1993

ANNEX 6

Facilitation Measures for the Entry and Exit of SEF and ARATS Personnel⁸ February 4, 1994

August 24, 1994, Executive Yuan document Tai (83) Mi-zih No. 32649

1. Basis

These Measures are stipulated in accordance with Article 5 of the "System for Contacts and Meetings between the Straits Exchange Foundation (SEF) and Association for Relations Across the Taiwan Straits (ARATS)."

2. Scope of Personnel Involved in Decisions on SEF-ARATS Affairs

The personnel involved in decisions on SEF-ARATS affairs as referred in these Measures includes:

- (1) the chairman, vice chairman, and secretary-general of the SEF; and the chairman, vice chairman, and secretary-general of ARATS
- (2) the deputy secretary-general, chief secretary, department heads, and deputy department heads of the SEF; and the deputy secretary-general, directors, and deputy director of ARATS.

3. Specific Facilitation Measures

Each side shall apply for and hold visas on behalf of personnel involved in decisions on SEF-ARATS affairs who enter and exit the other side for reasons stipulated in this agreement. Such personnel shall enter and exit at designated points.

The two sides shall mutually provide due assistance to SEF and ARATS personnel at or above the level of department heads and directors.

The facilitation measures stipulated in the above two items shall also be extended to accompanying personnel of the SEF and ARATS as well as to other accompanying personnel with approval.

4. Application Deadline

Personnel involved in decisions on SEF-ARATS affairs that enter and exit the other side for reasons stipulated in this agreement shall submit an application 10 days in advance. Special circumstances will be separately decided.

5. Information Exchange

The SEF and ARATS should mutually provide information on the educational and professional attainment of personnel involved in decisions on SEF-ARATS affairs, as well as notify the other side of any changes to such information.

⁸ Straits Exchange Foundation, Facilitation Measures for the Entry and Exit of SEF and ARATS Personnel, <http://www.sef.org.tw/ct.asp?xItem=48909&ctNode=4384> (last visited Mar. 22, 2011).

6. Requisite Assistance

Each side should provide communication facilitation and other necessary assistance to personnel involved in decisions on SEF-ARATS affairs that enter and exit the other side for reasons stipulated in this agreement. However, each side shall notify the other side of any special communication equipment brought into the other side, and such equipment should be brought back upon departure.

ANNEX 7

SEF-ARATS Minutes of Talks on Cross-Strait Charter Flights⁹

June 13, 2008

The Straits Exchange Foundation (“SEF”) and the Association for Relations Across the Taiwan Strait (“ARATS”) believe that in recent years, the implementation of various charter flights—holiday charter flights, medical emergency charter flights, humanitarian charter flights, and specialized cargo charter flights—has promoted contacts between people across the Strait and economic exchanges. In order to implement cross-strait direct flights at the soonest possible time, the SEF and the ARATS, after negotiations based on an equal footing, signed the following minutes of talks on implementing cross-strait passenger charter flights and cargo charter flights:

1. Carrier

Parties agree to designate their respective charter flight carriers and to provide each other with advance notice based on the premise that each side shall operate an equal number of flights.

2. Passengers

Parties agree that all passengers who hold valid travel documents to travel across the Strait may take passenger charter flights.

3. Flight Routes

Parties agree to negotiate on the routes of cross-strait direct flights and establish direct communication procedures concerning air traffic management systems as soon as possible. Before the routes of direct flights are finalized, charter flights may temporarily fly across Hong Kong Flight Information Region.

4. Conveniences for Custom Clearance

Parties agree to simplify entry/exit and custom clearance procedures for passengers and cargo for the convenience of passengers and crew members.

5. Bonded Measures

Parties agree to facilitate the lease of the public bonded warehouse by carriers in the airport to store aircraft maintenance-related accessories. Parties shall supervise and manage such facilities.

6. Representative Offices of Carriers

Parties agree that charter flight carriers may set up representative offices in flight destinations of the other side of the Strait. After the Minutes were signed, Mainland charter flight carriers shall be allowed to send staffs to Taiwan to

⁹ Mainland Affairs Council, SEF-ARATS Minutes of Talks on Cross-Strait Charter Flights, <http://www.mac.gov.tw/public/Data/963022514271.pdf> (last visited Mar. 22, 2011).

handle relevant affairs and set up preparatory offices. Taiwan agrees that Mainland carriers may set up representative offices within six months.

7. Supplementary Arrangements

Parties agree to follow the holiday charter flight model to deal with various matters involving ground agents, sales channels, ticket payments, verification of aircraft and crew member certificates, maintenance and pre-flight security check, inspection, and quarantine. In case of special circumstances such as flight safety or emergency rescue, parties agree to handle related matters on a case-by-case basis through negotiations and to provide necessary assistances.

8. Application Procedures

Charter flight carriers shall apply for permission to operate flights in accordance with the regulations of each party every month. The application shall be submitted 15 days before each flight.

9. Mutatis Mutandis Application

Parties agree that holiday charter flights and medical emergency charter flights shall be implemented in accordance with the framework arrangements announced by parties for the time being. The provisions regarding passengers in the Minutes may apply mutatis mutandis to aforesaid charter flights.

10. Cargo Transportation Matters

Parties agree to negotiate on cross-strait cargo charter flights within three months after implementation of weekend passenger charter flights, and to reach consensus on implementation as soon as possible.

11. Regular Flights

Parties agree to negotiate on implementing regular cross-strait direct flights as soon as possible in order to meet the common aspiration of the people across the Strait and promote people's well-being.

12. Liaison Mechanism

Communications regarding matters agreed in the Minutes shall be handled by and between the Taipei Airlines Association and the Cross-Strait Aviation Transport Exchange Council. Parties may designate other institution(s) for such communications, if necessary, upon mutual consent.

13. Effective Date

The Minutes of Talks shall become effective 7 days after signature by the Parties. The Annex to the Minutes shall have the same effect as the Minutes.

The Minutes were signed on June 13 in four original copies, with each party keeping two copies.

Straits Exchange Foundation

Chairman

Chiang Pin-Kung

Association for Relations

Across the Taiwan Strait

Chairman

Chen Yunlin

[Note: In case of any discrepancy between the Chinese and English texts, the Chinese text shall govern.]

Annex: Time, destinations, and flights of cross-strait weekend charter flights

1. Time:

Weekend charter flights shall fly from each Friday to the following Monday for a total of four full days. It shall be officially implemented on July 4.

2. Destinations:

The Mainland side agrees to open the following five cities as destinations: Beijing, Shanghai (Pudong), Guangzhou, Xiamen and Nanjing. The Mainland side shall open Chengdu, Chongqing, Hangzhou, Dalian, Guilin, Shenzhen and other destinations later on and other cities if so demanded by the market.

The Taiwan side agrees to open the following eight cities as destinations: Taoyuan, Kaohsiung (Siaogang), Taichung (Chingchungkang), Taipei (Sungshan), Penghu (Makung), Hualien, Kinmen and Taitung.

3. Flights

Parties agree that each party may operate 18 round-trip weekend charter flights each week, reaching a total of 36 round-trip flights from both sides, in the preliminary stage. The flights may be increased if the market or circumstance so requires.

Taiwan carriers shall not operate more than nine round-trip flights per week to Shanghai (Pudong), whereas Mainland carriers shall not operate more than six round-trip flights per week to the Taichung Chingchungkang Airport.

[Note: In case of any discrepancy between the Chinese and English texts, the Chinese text shall govern.]

[Source: News Release issued by the Straits Exchange Foundation]

ANNEX 8

Cross-Strait Agreement Signed Between SEF and ARATS Concerning Mainland Tourists Traveling to Taiwan¹⁰

June 13, 2008

For the purpose of increasing contacts between people across the Strait and promoting tourism across the Strait, the Straits Exchange Foundation (“SEF”) and the Association for Relations Across the Taiwan Strait (“ARATS”), after negotiations based on an equal footing, hereby agree on the following matters relating to the visits to Taiwan by Mainland tourists:

Article 1. Liaison Bodies

1. Communications and implementation of matters relating to this Agreement shall be handled by and between the Taiwan Strait Tourism Association (“TSTA”) and the Cross-Strait Tourism Exchange Association (“CTEA”).
2. Communications regarding amendments to this Agreement or other related matters shall be handled by the SEF and the ARATS.

Article 2. Travel Arrangements

1. Parties agree that Mainland tourists shall travel to Taiwan in groups. Tourists shall enter into, visit, and exit from Taiwan in groups.
2. Parties agree that the negotiation and adjustment regarding the number of persons in a group, the average maximum number of tourists per day, stay period, the method of departure and return, and other related matters shall be governed by the principles of reliability, security, and gradual progress after taking into account the overall circumstances. Specific arrangements are set forth in Annex 1.

Article 3. Honest Travel

Parties shall jointly supervise travel agencies to ensure their honest operation and services, prohibiting misconducts such as “below-cost operation.” Parties shall also promote high-quality tourism and jointly enhance dissemination of tourism-related information to tourists.

Article 4. Protection of Rights and Interests

1. Parties shall take active measures to simplify entry/exit procedures, facilitate tourists’ visits, and protect the rights and interests as well as safety of the tourists.

¹⁰ Mainland Affairs Council, Cross-Strait Agreement Signed Between SEF and ARATS Concerning Mainland Tourists Traveling to Taiwan, <http://www.mac.gov.tw/public/Data/9630232971.pdf> (last visited Mar. 22, 2011).

2. Parties agree to set up their respective emergency coordination and management mechanism and shall cooperate to resolve risks. Parties shall handle travel disputes, emergencies, and unexpected events, etc. promptly and properly and fulfill the notification obligation.

Article 5. Tour Operators and Tourist Reception Agencies

1. Parties shall set forth their own regulations governing the tour operators and the tourist reception agencies, and qualification of tour managers and tour guides. Parties shall provide to each other the list containing the aforesaid information in writing.
2. A business cooperation contract shall be signed by and between the tour operator and the tourist reception agency, and each of them shall respectively report to the competent authorities for file and operate business in accordance with applicable laws and regulations.
3. The tour operators and the tourist reception agencies shall procure various types of insurance for tourists during the trip, such as medical insurance, life insurance, aviation insurance and other necessary insurance in line with the market practice.
4. Where tourists' rights and interests or safety are jeopardized or impaired, the tour operators and the tourist reception agencies shall actively deal with related issues in a timely, effective, and proper manner.
5. Parties shall respectively deal with travel agencies that impair tourists' rights.
6. Parties shall direct and supervise the tour operators and the tourist reception agencies to ensure that they would protect tourists' rights and undertake the responsibility of assuring travel safety in accordance with the contract.

Article 6. Travel Procedures

The tour operators and the tourist reception agencies shall respectively handle the travel-related procedures for tourists and verify such procedures each other. Tourists shall hold valid documents and enter and exit in groups.

Article 7. Overstay

Parties agree to set up mechanisms to deal with overstay issues. Parties shall notify each other promptly and assist the tourists in returning their home country after taking into account specific situations and verifying the identity of such tourists. Parties shall not refuse to send back or accept such tourists.

Article 8. Mutual Establishment of Representative Offices

Parties agree to set up offices to deal with tourism-related matters so as to provide efficient, convenient, and effective services to tourists.

Article 9. Performance of and Amendment to the Agreement

1. Parties shall comply with this Agreement. The Annexes to this Agreement shall have the same effect as this Agreement.
2. This Agreement shall be amended only with both Parties' consents and shall be confirmed in writing.

Article 10. Disputes Resolution

Any disputes arising from this Agreement shall be resolved by Parties' prompt negotiation.

Article 11. Matters not Mentioned in the Agreement

Matters not mentioned in this Agreement shall be separately discussed and resolved by Parties in an appropriate manner.

Article 12. Effective Date

This Agreement shall become effective 7 days after signature by the Parties.

This Agreement was signed on June 13 in four original copies, with each party keeping two copies.

Annex I: Specific Arrangements Concerning Cross-Strait Tourism

Annex II: Rules Governing Cross-Strait Tourism Cooperation

Straits Exchange Foundation	Association for Relations Across the Taiwan Strait
Chairman	Chairman
Chiang Pin-Kung	Chen Yunlin

[Note: In case of any discrepancy between the Chinese and English texts, the Chinese text shall govern.]

Annex I

Specific Arrangements Concerning Cross-Strait Tourism

Pursuant to Article 2 of this Agreement, the Parties hereby agreed on specific arrangements as follows:

1. The maximum quota of tourists received by the party responsible for tourist reception shall not exceed the average of 3,000 persons per day. The actual number of tourists that will be arranged by the tour operator will depend on market needs. Parties may adjust the aforesaid quota in the second year through negotiations if necessary.

2. Each group shall consist of a minimum of ten persons and forty persons at the maximum.
3. Each group shall stay in Taiwan for a maximum of ten days, starting from the next day of their entry into Taiwan.
4. Travel to Taiwan shall be officially implemented on July 18. The first group traveling to Taiwan shall be dispatched on July 4.

[Note: In case of any discrepancy between the Chinese and English texts, the Chinese text shall govern.]

Annex II

Rules Governing Cross-Strait Tourism Cooperation

Pursuant to Articles 4, 5 and 7 of this Agreement, travel agents of both sides of the Strait shall comply with the following provisions:

1. The list of information about the tour operators and the tourist reception agencies provided by the TSTA and the CTEA shall include names of the travel agencies, responsible persons, addresses, telephone numbers, fax numbers, e-mail addresses, contact persons and their mobile phone numbers. If there is any change to the aforesaid information about the tour operators or the tourist reception agencies, the concerned Party shall promptly inform the other Party in writing.
2. The TSTA shall establish a consultation and complaint hotline to provide consultation to tourists and receive their complaints.
3. The TSTA and the CTEA are the liaison bodies handling travel dispute, overstay issues, emergencies and unexpected events. Both associations shall set up their respective emergency coordination and management mechanism to communicate promptly and cooperate with each other, so as to properly resolve problems arising during the trip to Taiwan.
4. The tour operators shall provide the list of tourists and other relevant information to the tourist reception agencies. The tour operators shall be responsible for assigning tour managers in each group, whereas the tourist reception agencies shall be responsible for assigning tour guides for the group. Any problem arising during the trip shall not only be properly handled by tour managers and tour guides through joint negotiations, but it shall also be reported to the tour operators and the tourist reception agencies respectively.
5. The Party responsible for tourist reception shall provide the tour operators with the reference prices concerning travel expenses.
6. The tourist reception agencies shall not lead or organize tourists to participate in activities involving gambling, pornography, drugs or others which would undermine cross-strait relations.
7. Neither the tour operators nor the tourist reception agencies shall transfer tourist quotas or groups to any other third party. The tourist reception agencies shall not receive tourists who are not associated with the tour

operators or who hold different documents. Violation of this provision shall be addressed by both sides of the Strait separately.

8. Any Mainland tourist failing to return to his/her home country within the prescribed time shall be deemed as having overstayed in Taiwan. Tourists who have overstayed in Taiwan due to force majeure such as natural disasters, serious illness, emergencies, unexpected events, or social disorder shall return to their home country together with other tourist groups under arrangements made by the tourist reception agencies and the tour operators. For tourists who have overstayed in Taiwan without any justification, if their violation is minor, they shall return to their home country together with other tourist groups under arrangements made by the tourist reception agencies and the tour operators. For tourists who have intentionally overstayed in Taiwan for non-tourism purposes, if their violation is serious, the TSTA and the CTEA will contact the relevant authorities of both sides across the Strait to make arrangements to send them back to their home country through other channels. In the event that some other procedures should be fulfilled, overstayed tourists of this kind shall be sent back as soon as the required procedures are completed.
9. Tourists who have overstayed shall be liable for their own transportation expenses and other expenses incurred during their overstay period or due to their repatriation back to their home country. If such tourists are unable to pay the aforesaid expenses, the tourist reception agencies shall pay for them first and be reimbursed by the tour operators after presenting relevant receipts and documents within 30 days after such tourists have been sent back. The tour operators may hold such overstayers liable for reimbursement.

[Note: In case of any discrepancy between the Chinese and English texts, the Chinese text shall govern.]

[Source: News Release issued by the Straits Exchange Foundation]

ANNEX 9

Cross-Strait Air Transport Agreement¹¹

November 4, 2008

To promote the development of cross-strait economic and trade relations, and facilitate contacts between the peoples on the two sides of the Taiwan Strait, the Straits Exchange Foundation and the Association for Relations Across the Taiwan Strait, after negotiation based on an equal footing, hereby agree on the following matters concerning direct cross-strait air transportation:

1. Flight Paths

The Parties agree to open a direct two-way flight path in a northern line across the Taiwan Strait, and to establish a procedure for direct handover between the air traffic control departments on either side of the Taiwan Strait.

The Parties agree to continue discussing the opening of a direct two-way flight path in a southern line across the Taiwan Strait, as well as other more convenient flight paths.

2. Undertaking Carriers

The Parties agree that airline companies capitalized by and registered on either side of the Taiwan Strait may, with approval, undertake business transporting passengers and cargo across the Taiwan Strait.

3. Flight Points for Direct Flights

The Parties agree to open suitable flight points for direct cross-strait passenger and cargo flights according to market demand.

4. Regular Flights

The Parties agree to do the utmost possible to make arrangements for regular passenger and cargo flights within six months of the implementation of this agreement.

5. Cargo Charter Flights

The Parties agree to open direct cross-strait cargo charter flights to carry cross-strait cargo.

6. Passenger Charter Flights

The Parties agree to increase flight points and flight schedules on the basis of cross-strait weekend charter flights, and to adjust them to regularized arrangements for passenger charter flights.

¹¹ Mainland Affairs Council, Cross-Strait Air Transport Agreement, <http://www.mac.gov.tw/public/Data/96301072771.pdf> (last visited Mar. 22, 2011). See also Explanation concerning the Cross-Strait Air Transport Agreement - The Results of the Second Chiang-Chen Meeting (Air Transport), Mainland Affairs Council, Nov. 4, 2008, <http://www.gio.gov.tw/public/Data/8111814232671.pdf>.

7. Business (Official) Charter Flights

The Parties agree to the opening of non-commercial business (official) charter flights as circumstances warrant.

8. Mutatis Mutandis Application

The Parties agree that the provisions of the Minutes of Talks on Cross-Strait Charter Flights shall apply mutatis mutandis to passenger and cargo charter flights and related matters.

9. Liaison Bodies

- (1) Communications and implementation of matters relating to this Agreement shall be handled by and between the Taipei Airlines Association and the Cross-Strait Aviation Transport Exchange Council. The Parties may designate other institution(s) for such communications, if necessary, upon mutual consent.
- (2) Communications regarding other matters related to this Agreement shall be handled by the Straits Exchange Foundation and the Association for Relations Across the Taiwan Strait.

10. Performance and Amendment to the Agreement

- (1) The Parties shall comply with the provisions of this Agreement. The Annex to the Agreement shall have the same effect as the Agreement itself.
- (2) This Agreement shall be amended only with both Parties' consents, and shall be confirmed in writing.

11. Dispute Resolution

Any disputes arising from the application of this Agreement shall be resolved by prompt negotiation between the Parties.

12. Matters not Mentioned in this Agreement

Matters not mentioned in this Agreement shall be separately discussed and resolved by the Parties in an appropriate manner.

13. Effective Date

This Agreement shall become effective within 40 days after signature by the Parties.

This Agreement was signed on November 4 in four original copies, with each Party keeping two copies.

and implement this after filing on record with the relevant administrative authority.

3. Passenger Charter Flights

- (1) The Taiwan side agrees to open the eight flight points of Taoyuan, Kaohsiung (Siaogang), Taichung (Chingchungkang), Taipei (Sungshan), Penghu (Makung), Hualien, Kinmen and Taitung for passenger charter flights. The Mainland side agrees, on the basis of the five flight points of Beijing, Shanghai (Pudong), Guangzhou, Xiamen and Nanjing already opened for weekend charter flights, to open the additional 16 flight points of Chengdu, Chongqing, Hangzhou, Dalian, Guilin, Shenzhun, Wuhan, Fuzhou, Qingdao, Changsha, Haikou, Kunming, Xian, Shenyang, Tianjin and Zhengzhou for passenger charter flights.
- (2) The Parties will over seven days each week operate no more than 108 round-trip flights, with each Party operating no more than 54 round-trip flights. Among these, the Taiwan side's flights to Shanghai (Pudong) may not exceed 20 round-trip flights. The number of flights may hereafter be increased or decreased at appropriate times according to market demand.
- (3) Other matters: After normalized arrangements for passenger charter flights have been realized, the previous arrangements for holiday charter flights will no longer be implemented. Charter flights for the Lunar New Year holiday period may be temporarily increased by an appropriate number according to the circumstances.
- (4) Mail transport: The Parties agree to the use of passenger charter flights for delivery of mail between the two sides.

ANNEX 10

Cross-Strait Sea Transport Agreement¹²

November 4, 2008

To implement direct cross-strait transport of passengers and cargo by sea, so as to promote economic and trade interflows and facilitate contacts between the peoples on the two sides of the Taiwan Strait, the Straits Exchange Foundation and the Association for Relations Across the Taiwan Strait, after negotiation based on an equal footing, hereby agree on the following matters concerning direct cross-strait shipping:

1. Eligibility to Operate

The Parties agree that vessels owned and registered on either side of the Taiwan Strait may, with due approval, engage in direct cross-strait carriage of passengers and cargo.

2. Direct Transport Ports

The Parties agree to mutually open main external open ports in accordance with market demand and other relevant factors.

3. Vessel Identification

The Parties agree that vessels registered on either side of the Taiwan Strait shall not fly their flag on the stern or mainmast of the vessel between entering and leaving the other side's ports, but shall fly their company flag for vessel identification.

4. Port Services

The Parties agree to provide facilitation for cross-strait goods and passengers to pass through port customs and immigration controls.

5. Transport Capacity Arrangement

The two sides will rationally arrange transport capacity according to the principles of equal participation and orderly competition, and based on market demand.

6. Mutual Tax Exemption

The Parties agree to mutually exempt each other's shipping companies from the payment of business and income tax on revenue derived from participation in cross-strait shipping.

¹² Mainland Affairs Council, Cross-Strait Sea Transport Agreement, <http://www.mac.gov.tw/public/Data/963010135371.pdf> (last visited Mar. 22, 2011). *See also* Explanation concerning the Cross-Strait Sea Transport Agreement - The Results of the Second Chiang-Chen Meeting (Sea Transport), Mainland Affairs Council, Nov. 4, 2008, <http://www.gio.gov.tw/public/Data/8111814273171.pdf>.

7. Sea Disaster Rescue and Assistance

The two sides shall actively cooperate with sea search & rescue and recovery entities, shall establish search & rescue liaison and cooperation mechanisms, and shall jointly safeguard navigation and the safety of life, property and the environment at sea. When an accident occurs at sea, the two sides shall promptly notify each other, and promptly undertake rescue and assistance in accordance with the principles of proximity and convenience.

8. Supporting Matters

The two sides shall handle matters concerning communication & navigation, license inspection, vessel inspection, crew services, navigation safeguards, pollution prevention & remediation, and maritime dispute arbitration in accordance with shipping practice and pertinent regulations, and strengthen cooperation.

9. Mutual Establishment of Entities

The two sides' shipping companies may establish offices or business entities on each other's side to carry out related business operations.

10. Liaison Bodies

- (1) Communications regarding the matters stipulated in this agreement shall be handled by the Taiwan Cross-Strait Shipping Association and the Cross-Strait Shipping Exchange Association. The Parties may designate other institution(s) for such communications, if necessary, upon mutual consent.
- (2) Communications regarding other matters related to this Agreement shall be handled by the Straits Exchange Foundation and the Association for Relations Across the Taiwan Strait.

11. Performance and Amendment to the Agreement

- (1) The Parties shall comply with the provisions of this Agreement. The Annex to the Agreement shall have the same effect as the Agreement itself.
- (2) This Agreement shall be amended only with both Parties' consents, and shall be confirmed in writing.

12. Dispute Resolution

Any disputes arising from the application of this Agreement shall be resolved by prompt negotiation between the Parties.

13. Matters not Mentioned in this Agreement

Matters not mentioned in this Agreement shall be separately discussed and resolved by the Parties in an appropriate manner.

14. Effective Date

This Agreement shall become effective within 40 days after signature by the Parties.

This Agreement was signed on November 4 in four original copies, with each Party keeping two copies.

Annex: Vessel and port arrangements for direct cross-strait shipping

Straits Exchange Foundation	Association for Relations Across the Taiwan Strait
Chairman	Chairman
Chiang Pin-Kung	Chen Yunlin

[Note: In case of any discrepancy between the Chinese and English texts, the Chinese text shall govern.]

Annex

Vessel and Port Arrangements for Direct Cross-Strait Shipping

Specific arrangements under Articles 1 and 2 of this Agreement are as follows:

1. Vessels owned by companies on either side of the Taiwan Strait and registered in Hong Kong may similarly engage in direct cross-strait transport of passengers and cargo, and between entering and exiting cross-strait ports, their vessel identification method shall comply with the relevant provisions for Hong Kong vessels as set out in the Minutes of Talks on Taiwan-Hong Kong Shipping Negotiations.
2. Flag-of-convenience vessels owned by shipping companies on either side of the Taiwan Strait and that are currently already engaging in offshore shipping center (“test point for direct shipping”) transport, cross-strait third-territory container line transport, and sand and gravel transport, having obtained special permits, may, in compliance with the provisions concerning vessel identification set out in this Agreement, undertake direct cross-strait sea transport.
3. In the present stage, the two sides shall mutually open the following ports:

Eleven ports on the Taiwan side, namely: the six ports of Keelung (including Taipei), Kaohsiung (including Anping), Taichung, Hualien, Mailiao and Budai (initially to be carried out on a special case basis) and the five “Mini-Three links” ports of Liaoluo and Shueitou on Kinmen, Fuao and Baisha on Matsu, and Magong on Penghu.

Sixty-three ports on the Mainland side, namely the 48 seaports of Dandong, Dalian, Yingkou, Tangshan, Jinzhou, Qinhuangdao, Tianjin, Huanghua,

Weihai, Yantai, Longkou, Lanshan, Rizhao, Qingdao, Lianyungang, Dafeng, Shanghai, Ningpo, Danshan, Taizhou, Jiaying, Wenzhou, Fuzhou, Songxia, Ningde, Quanzhou, Xiaocuo, Xiuyu, Zhangzhou, Xiamen, Shantou, Chaozhou, Huizhou, Shekou, Yantian, Chiwan, Mawan, Humen, Guangzhou, Zhuhai, Maoming, Zhanjiang, Beihai, Fangcheng, Qinzhou, Haikou, Sanya and Yangpu, and the 15 river ports of Taicang, Nantong, Zhangjiagang, Jiangyang, Yangzhou, Changshou, Changzhou, Taizhou, Zhenjiang, Nanjing, Wuhu, Ma'anshan, Jiujiang, Wuhan and Chenglingji.

The Parties agree to increase the opening of ports as circumstances warrant.

ANNEX 11

Cross-Strait Postal Service Agreement¹³

November 4, 2008

To expand cross-strait postal service cooperation, so as to facilitate communication and exchanges between the peoples on the two sides of the Taiwan Strait, the Straits Exchange Foundation and the Association for Relations Across the Taiwan Strait, after negotiation based on an equal footing, hereby agree on the following matters concerning direct cross-strait postal cooperation:

1. Scope of Services

The Parties agree to open cross-strait services for direct delivery of ordinary and registered mail (including letters, postcards, aerogrammes, printed matter, newspapers, magazines, and mail for the blind), small packages, parcels, express delivery mail, and postal remittances, and to strengthen cooperation in other areas of postal operations.

2. Dispatch Offices

The mail dispatch offices on the Taiwan side will be in Taipei, Kaohsiung, Keelung, Kinmen and Matsu; the mail dispatch offices on the Mainland side will be in Beijing, Shanghai, Guangzhou, Xiamen, Fuzhou, Xian, Nanjing and Chengdu. The Parties may increase or adjust the mail dispatch offices according to need, and shall inform each other of such increase or adjustment.

3. Transmission of Mail

The Parties agree to transmit mail in general bags by direct air or sea transport for delivery to each other's postal sorting centers.

4. Specifications and Restrictions

The Parties agree to discuss and decide specifications for the size and weight of postal items, and to comply with each other's regulations concerning items not permitted for mailing.

5. Terminal Dues

The Parties agree to establish a system for handling the direct settlement of terminal dues.

6. Document Format

Signs, lists, mail bags, inquiry forms, etc. used in handling mail shall be in the form approved by the Parties.

¹³ Mainland Affairs Council, Cross-Strait Postal Service Agreement, <http://www.mac.gov.tw/public/Data/963010164471.pdf> (last visited Mar. 22, 2011). *See also* Explanation concerning the Cross-Strait Postal Service Agreement - The Results of the Second Chiang-Chen Meeting (Postal Service), Mainland Affairs Council, Nov. 4, 2008, <http://www.gio.gov.tw/public/Data/811181429371.pdf>.

7. Mail Inquiries

The two sides' mail processing centers shall liaise with each other to deal with inquiries concerning registered mail, small packages, parcels, and express delivery mail, and shall provide fast and convenient operations liaison channels.

8. Inquiry Deadlines

Inquiries concerning registered mail and parcels shall be submitted within six months of the day after posting by the original poster; and inquiries concerning express mail shall be submitted within three months of the day after posting.

9. Compensation Liability

In the event that a registered letter or parcel sent from either side to the other is lost and its content is completely or partially lost, stolen or destroyed, the party responsible shall be liable for compensation, and mutual settlement shall be made.

If an express letter is lost or its content stolen or damaged, the side from which it was sent shall assume liability for compensation, and no mutual settlement shall be made.

10. Liaison Bodies

- (1) Communications regarding the matters stipulated in this agreement shall be handled by the Taiwan Postal Association and the Cross-Strait Postal Exchange Association. Communications and implementation of concrete postal operations shall be handled by mail processing centers on both sides.
- (2) Communications regarding other matters related to this Agreement shall be handled by the Straits Exchange Foundation and the Association for Relations Across the Taiwan Strait.

11. Performance and Amendment to the Agreement

- (1) The Parties shall comply with the provisions of this Agreement.
- (2) This Agreement shall be amended only with both Parties' consents, and shall be confirmed in writing.

12. Dispute Resolution

Any disputes arising from the application of this Agreement shall be resolved by prompt negotiation between the Parties.

13. Matters not Mentioned in this Agreement

Matters not mentioned in this Agreement shall be separately discussed and resolved by the Parties in an appropriate manner.

14. Effective Date

This Agreement shall become effective within 40 days after signature by the Parties.

This Agreement was signed on November 4 in four original copies, with each Party keeping two copies.

Straits Exchange Foundation	Association for Relations Across the Taiwan Strait
Chairman	Chairman
Chiang Pin-Kung	Chen Yunlin

ANNEX 12

Cross-Strait Food Safety Agreement¹⁴

November 4, 2008

To enhance cross-strait communication and mutual confidence concerning food safety, and to safeguard the safety and health of the peoples on the two sides of the Taiwan Strait, the Straits Exchange Foundation and the Association for Relations Across the Taiwan Strait, after negotiation based on an equal footing, hereby agree on the following matters concerning cross-strait food safety:

1. Information Notification

The Parties agree to notify each other of information concerning food safety in cross-strait trade, and to carry out prompt notification of major food safety information and suddenly arising incidents affecting the health of people across the Taiwan Strait, and to provide full information thereon.

The Parties shall promptly respond to and provide all necessary assistance concerning inquiries in respect of the aforementioned matters.

2. Handling Mechanism

The Parties agree to establish a mechanism for coordinating the handling of major cross-strait food safety incidents, and to adopt the following measures for the proper handling thereof:

- (1) Holding emergency discussions, and exchanging relevant information.
- (2) Suspending the production and export of the products concerned.
- (3) Promptly removing from sale and recalling the products concerned.
- (4) Providing facilitation for field inquiry.
- (5) Verifying and announcing information, and informing each other.
- (6) Furnishing analysis of the cause of incidents and plans for improvement.
- (7) Pressing responsible parties to properly handle disputes, and providing active assistance to assure the rights and interests of injured parties.
- (8) Promptly notifying each other of the status of investigation into pertinent responsibility.

3. Operational Contacts

The Parties agree to establish a system of regular meetings and mutual visits of experts from the competent authorities on each side, to conduct operational

¹⁴ Mainland Affairs Council, Cross-Strait Food Safety Agreement, <http://www.mac.gov.tw/public/Data/96309583871.pdf> (last visited Mar. 22, 2011). *See also* Explanation concerning the Cross-Strait Food Safety Agreement - The Results of the Second Chiang-Chen Meeting (Food Safety), Mainland Affairs Council, Nov. 4, 2008, <http://www.gio.gov.tw/public/Data/8111814282871.pdf>.

contacts and information exchange on each other's food safety laws and regulations, inspection techniques, and regulatory measures.

4. Document Format

The document format for information notifications and inquiries and operational liaison shall be as discussed and agreed between the Parties.

5. Liaison Bodies

- (1) Communications and implementation of matters relating to this Agreement shall be handled by a person or persons designated for such purpose by the competent food safety authorities on each side. The Parties may designate other institution(s) for such communications, if necessary, upon mutual consent.
- (2) Communications regarding other matters related to this Agreement shall be handled by the Straits Exchange Foundation and the Association for Relations Across the Taiwan Strait.

6. Performance and Amendment to the Agreement

- (1) The Parties shall comply with the provisions of this Agreement.
- (2) This Agreement shall be amended only with both Parties' consents, and shall be confirmed in writing.

7. Dispute Resolution

Any disputes arising from the application of this Agreement shall be resolved by prompt negotiation between the Parties.

8. Matters not Mentioned in this Agreement

Matters not mentioned in this Agreement shall be separately discussed and resolved by the Parties in an appropriate manner.

9. Effective Date

This Agreement shall become effective seven days after signature by the parties.

This Agreement was signed on November 4 in four original copies, with each Party keeping two copies.

Straits Exchange Foundation	Association for Relations Across the Taiwan Strait
Chairman	Chairman
Chiang Pin-Kung	Chen Yunlin

ANNEX 13

Cross-Strait Joint Crime-Fighting and Judicial Mutual Assistance Agreement¹⁵ April 26, 2009

(This agreement will become effective only after the completion of relevant procedures.)

To safeguard the rights and interests of the peoples on the two sides of the Taiwan Strait, and maintain law and order in cross-strait contacts, the Straits Exchange Foundation and the Association for Relations Across the Taiwan Strait, after negotiation based on an equal footing, hereby agree on the following matters concerning cross-strait joint crime-fighting and judicial mutual assistance and liaison:

Chapter 1: General Provisions

1. Items of Cooperation

The Parties agree to provide each other with the following assistance in the spheres of civil and criminal affairs:

- (1) Joint crime fighting;
- (2) Delivery of documents;
- (3) Investigation and collection of evidence;
- (4) Recognition and enforcement of civil judgments and arbitration awards (rulings);
- (5) Apprehension and return (repatriation) of persons against whom a criminal judgment has been rendered (convicted criminals);
- (6) Other items of cooperation agreed to by the Parties.

2. Operational Contacts

The Parties agree that personnel from the relevant responsible authorities shall conduct regular working meetings, exchanges of visits, and operational training cooperation, to exchange information on each other's institutional rules, judgment documents, and other pertinent matters.

3. Liaison Bodies

Liaison on the implementation of matters set out in this agreement shall be conducted by a contact person or persons designated by the competent authorities of each Party. If necessary, with mutual consent, the Parties may designate other entities for such liaison.

¹⁵ Mainland Affairs Council, The Third Round of Chiang-Chen Talks: Joint Crime-Fighting and Judicial Mutual Assistance, at 18, <http://www.mac.gov.tw/public/Data/97221050871.pdf> (last visited Mar. 22, 2011).

Liaison regarding other matters related to this Agreement shall be handled by the Straits Exchange Foundation and the Association for Relations Across the Taiwan Strait.

Chapter 2: Joint Crime Fighting

4. Scope of Cooperation

The Parties agree to adopt measures for jointly combating acts recognized by both Parties as constituting suspected crimes.

The Parties agree to place emphasis on combating the following crimes:

- (1) Serious crimes involving homicide, robbery, kidnapping, smuggling, firearms, narcotics, human trafficking, organized people-smuggling, and cross-border organized crime.
- (2) Economic crimes such as embezzlement, breach of faith, fraud, money-laundering, and forgery or alteration of currency and negotiable securities.
- (3) Crimes of corruption, bribery and malfeasance.
- (4) Hijacking of aircraft and ships and crimes involving terrorist activity.
- (5) Other criminal offences.

The Parties may, with mutual consent, give assistance on a case-by-case basis in cases that one Party considers as involving suspected crime whereas the other Party does not consider it as involving suspected crime but as a cause of serious social harm.

5. Assisting Investigation of Crimes

The Parties agree to exchange information concerning involvement in the commission of crimes, to help apprehend and repatriate criminals and criminal suspects, and when necessary to cooperate in assisting the conduct of criminal investigation and detection.

6. Repatriation

The Parties agree, according to considerations of humanity, security, speed, and convenience, and upon the existing basis, to step up the direct repatriation by sea or air of criminals and criminal suspects, and at the time of handover to turn over related documents (evidence) and sign the handover witness certificate.

When the requested Party has already instituted judicial proceedings against the person sought for repatriation, it may delay the repatriation until after the conclusion of the judicial proceedings.

When the requested Party considers there to be an important concern, interest or other special circumstance, it may make a decision on repatriation according to the situation.

Without the consent of the requested Party, the requesting Party may not take action against a person sought for repatriation other than pursuing a repatriation request.

Chapter 3: Judicial Mutual Assistance

7. Delivery of Documents

The Parties agree that, in accordance with each Party's own rules and regulations, they shall make the utmost effort to assist each other with the delivery of judicial documents.

The requested Party shall give timely assistance to document delivery within three months of receiving a written request therefor.

The requested Party shall inform the requesting Party of the result of carrying out the request, and punctually send back evidential material attesting to whether or not delivery was achieved; and if it was unable to carry out the request, shall explain the reason and send back related materials.

8. Investigation and Collection of Evidence

The Parties agree, in accordance with each Party's own rules and regulations, to assist each other in investigating crimes and collecting evidence, including: collecting depositions and statements; providing documentary evidence, material evidence, and audiovisual materials; ascertaining the whereabouts and confirming the identity of parties concerned; conducting inquests, identifications, examinations, interviews and inquiries, searching and detaining; and so on.

Subject to the precondition of not contravening its own rules and regulations, the requested Party shall do its best to provide assistance in the form required by the requesting Party.

The requested Party shall promptly hand over relevant evidential material it helps collect to the requesting Party. However, this requirement shall not apply where the requested Party is already conducting investigation, prosecution or trial proceedings.

9. Returning the Proceeds of Crime

The Parties agree that, within the scope of non-contravention of each Party's own rules and regulations, they shall give assistance to returning the proceeds of crime or the transformed or converted value thereof.

10. Recognition of Judgments

The Parties agree that, based on the principle of reciprocity, and under circumstances that do not contravene public order or good morals, they shall mutually recognize and enforce final and binding civil judgments and arbitration awards (rulings).

11. Handover (Repatriation) of Criminals

The Parties agree that, based on principles of humanity and reciprocity, they will apprehend and return (repatriate) persons against whom a criminal judgment has been rendered (convicted criminals) in situations where the requesting Party, the requested Party and the person in question all consent to the handover.

12. Humanitarian Visits

The Parties agree to promptly inform the other side of persons having their personal liberty restricted, suffering non-natural death or suspected non-natural death, and other such major incidents, and to provide facilitation for visits by family members in accordance with each Party's own rules and regulations.

Chapter 4: Request Procedure

13. Submission of Request

The Parties agree to submit requests for assistance in written form. But in situations of emergency, and with the consent of the requested Party, requests may be submitted in other form and confirmed in writing within ten days.

A request document shall include the following content: the requesting agency, the purpose of the request, an explanation of the matter, a summary of the case status, and other information needed for the implementation of the request.

If the request cannot be carried out due to deficiency in the content of the request document, the requesting Party may be required to furnish supplementary information.

14. Execution of Request

The Parties agree, in accordance with this Agreement and each Party's own rules and regulations, to help implement the other Party's requests, and to maintain timely notification of the status of implementation.

If implementing a request will impede investigation, prosecution or trial proceedings currently in process, the provision of assistance may be delayed, and an explanation of the reason promptly furnished to the other Party.

If it is impossible to carry out the matter requested, an explanation shall be furnished to the other Party and related materials sent back.

15. Denial of Assistance

The Parties agree that assistance may be denied on the grounds that the content of a request is incompatible with the requested Party's own rules and regulations or that implementing the request will be detrimental to the requested Party's public order or good morals. Where assistance is so denied, an explanation shall be provided to the other Party.

16. Confidentiality Obligation

The Parties agree to maintain the confidentiality of information concerning requested assistance and the implementation of requests. However, use in accordance with the purpose of the request shall not be subject to this restriction.

17. Restriction on Use

The Parties agree to use information provided by each other only in accordance with the purposes specified in the request. However, this restriction shall not apply insofar as otherwise agreed to by the Parties.

18. Mutual Exemption of Certification

The Parties agree that no form of certification shall be required for evidential materials, judicial documents, and other materials that are the subject of requests and assistance provided under this Agreement.

19. Document Format

The Parties agree to use the format of documents for presenting requests, responding to requests, notifying of outcomes, etc., as settled by discussion between the Parties.

20. Expense of Assistance

The Parties agree to mutual exemption from expenses incurred in the execution of requests. However, the requesting Party shall bear the burden of the following expenses:

- (1) Authentication expenses;
- (2) Translation, interpretation and transcription expenses.
- (3) Expenses of witnesses or authenticators traveling to, staying in and departing from the requesting Party's side to provide assistance to the requesting Party.
- (4) Other expenses agreed on by the Parties.

Chapter 5: Supplementary Provisions

21. Performance of and Amendment to the Agreement

The Parties shall comply with the provisions of this Agreement.

This Agreement shall be amended only with both Parties' consents, and shall be confirmed in writing.

22. Dispute Resolution

Any disputes arising from the application of this Agreement shall be resolved by prompt negotiation between the Parties.

23. Matters not Mentioned in this Agreement

Matters not mentioned in this Agreement shall be separately discussed and resolved by the Parties in an appropriate manner.

24. Effective Date

This Agreement shall become effective after both Parties have completed related preparations, within no more than 60 days of the date of signature.

This Agreement was signed on April 26 in four original copies, with each Party keeping two copies.

Straits Exchange Foundation	Association for Relations Across the Taiwan Strait
Chairman	Chairman
Chiang, Pin-Kung	Chen, Yunlin

[Note: In case of any discrepancy between the Chinese and English texts, the Chinese text shall govern.]

ANNEX 14

Cross-Strait Air Transport Supplementary Agreement¹⁶

April 26, 2009

(This agreement will become effective only after the completion of relevant procedures.)

The Straits Exchange Foundation and the Association for Relations Across the Taiwan Strait, after negotiation based on an equal footing, hereby agree on the following supplementary matters concerning the opening of regular cross-strait passenger and cargo flights in accordance with the provisions of Articles 1, 3 and 4 of the Cross-Strait Air Transport Agreement:

1. Flight Paths

The Parties agree, on the basis of the northern flight path across the Taiwan Strait, to open direct two-way flight paths in a southern line and a second northern line, and to continue to negotiate for the opening of other more convenient new flight paths.

2. Regulation of Carriage

The Parties agree that the documents of carriage and conditions of liability used for regular cross-strait flights shall be regulated with reference to cross-strait modes of operation in current practice.

3. Carriers

The Parties agree that each may designate airline companies capitalized by and registered on either side of the Taiwan Strait to operate regular and irregular air transport services for the separate or combined carriage of passengers, luggage, cargo, and mail between the flight points stipulated in the Annex to this Supplementary Agreement, and shall give prior notification thereof to the other Party. The same applies to the cancellation or alteration of the aforesaid designation.

4. Flight Points

The Parties agree that cross-strait flight points shall continue to follow the provisions in the Cross-Strait Air Transport Agreement, and that the opening of new flight points can be agreed through negotiation between the Parties in accordance with market demand.

5. Air Tariffs

The Parties agree that airline companies on both sides of the Strait shall submit a record of their tariffs for regular cross-strait flights to the aviation regulators on either side of the Strait.

¹⁶ Mainland Affairs Council, The Third Round of Chiang-Chen Talks: Economic and Trade Matters, at 22, <http://www.mac.gov.tw/public/Data/972210564271.pdf> (last visited Mar. 22, 2011).

6. Representative Entities

The Parties agree that airline companies on the two sides of the Taiwan Strait can establish representative entities in the cross-strait flight locations on the opposite side of the Strait, and by themselves or through a designated and approved agent sell documents of carriage, undertake advertising promotion, and conduct other business related to cross-strait air transportation. The staff members of a representative entity as aforesaid shall abide by the regulations of their place of location.

7. Mutual Exemption from Taxes and Fees

The Parties agree, on the basis of reciprocity, to negotiate mutual exemption from customs duty, inspection fees and other similar taxes and fees on equipment and goods related to cross-strait air carriers and their operational activities, with the specific items of tax and fee exemption and the range of goods covered thereby to be jointly determined through negotiation between the Parties, and to mutually exempt from business tax and income tax cross-strait airline companies' transportation revenue gained by the two sides' airline companies on each other's side of the Strait from participation in cross-strait air transport.

8. Income Currency Exchange

The Parties agree that cross-strait airline companies may at any time, in accordance with the procedure stipulated in their place of situation, convert the currency of their income earned on the other side of the Strait, and remit the converted funds to where their company headquarters are situated or to another designated place.

9. Aviation Safety

The Parties agree to establish an aviation safety liaison mechanism, for the mutual provision of all timely and necessary assistance, to jointly safeguard the flight safety of cross-strait air transport and the safety of the persons and property of cross-strait air passengers. When an incident or threat occurs to endanger flight safety, the Parties shall assist each other in adopting appropriate measures to swiftly and safely terminate the incident or threat.

10. Ancillary Matters

The Parties agree that related matters of certificate and license inspection, airworthiness certification, airport safety checks, inspection and quarantine, ground-handling agency, provision of data, service charges, and so on, shall be conducted with reference to air transport practice and related regulations, and shall strengthen cooperation for the provision of mutual facilitation.

11. Application of Regulations

The Parties agree that the two sides' airline companies shall comply with the relevant regulations in their place of situation when engaging in cross-strait air transport within the area on each other's side of the Strait.

12. Liaisons Mechanism

The Parties agree that the aviation regulators on the two sides of the Strait shall establish a liaison mechanism, to conduct communication and exchange of views on matters related to cross-strait air transport at any time according to need.

13. Mode of Implementation

The implementation of matters set out in this Supplementary Agreement shall be handled by contact persons designated by the aviation regulators on the two sides of the Strait, liaising with each other using document formats as decided though negotiation between the parties, and informing each other of news, answering each other's inquiries, and so on.

In the event of a dispute occurring between the Parties as to the implementation or interpretation of the Agreement, the dispute shall be resolved through negotiation between the aviation regulators on the two sides of the Strait.

14. Effective Date

This Supplementary Agreement shall become effective after both Parties have completed related preparations, within no more than 60 days of the date of signature.

This Supplementary Agreement was signed on April 26 in four original copies, with each Party keeping two copies.

Annex: Specific Arrangements for Cross-Strait Flight Paths and Flights

Straits Exchange Foundation	Association for Relations Across the Taiwan Strait
Chairman	Chairman
Chiang, Pin-Kung	Chen, Yunlin

[Note: In case of any discrepancy between the Chinese and English texts, the Chinese text shall govern.]

Annex: Specific Arrangement for Cross-Strait Flight Paths and Flights

Specific arrangements under Articles 1, 3 and 4 of this Agreement are as follows:

1. Newly Opened Flight Paths

The Parties agree that the aviation regulators on each side of the Strait shall by appropriate means establish a direct flight path in a southern line between the Taipei and Guangzhou Flight Information Regions, and a direct flight path in a second northern line between the Taipei and Shanghai Flight Information

Regions, and shall conduct liaison and make specific arrangements for a procedure for the direct handover of air traffic control.

The southern line flight path shall be:

From N22°36'15" E117°57'16" to N22°57'00" E116°21'36" via the air traffic control handover point agreed by the Parties at N23°00'00" E117°30'00", for use in both directions.

The second northern line flight path shall be:

From N27°56'18" E123°41'39" to N30°45'46" E123°41'39" via the air traffic control handover point agreed by the Parties at N28°41'57" E123°41'39", for use in both directions.

2. Passenger Transport

(1) Carriers:

Besides each Party designating four airline companies to operate the route between Taoyuan and Taipei Songshan Airports and Shanghai (Pudong) Airport, each Party shall also designate two airline companies to operate each route between the remaining flight points.

(2) Flight points:

- a. The Taiwan side agrees that Taoyuan and Kaohsiung Airports can operate regular flights, and that the six other flight points of Taipei (Songshan), Taichung, Penghu (Makung), Hualien, Kinmen and Taitung can serve as passenger charter flight points.
- b. The Mainland side agrees that, on the basis of the existing 21 flight points of Beijing, Shanghai (Pudong), Guangzhou, Xiamen, Nanjing, Chengdu, Chongqing, Hangzhou, Dalian, Guilin, Shenzhen, Wuhan, Fuzhou, Qindao, Changsha, Haikou, Kunming, Xi'an, Shenyang, Tianjin and Zhengzhou, six new flight points will be added, namely, Hefei, Harbin, Nanchang, Guiyang, Ningbo and Jinan. The above 27 flight points all can operate regular flights.

(3) Number of flights:

The Parties agree that regular passenger flights and passenger charter flights shall number 270 round trips per week in total, with each Party operating 135 round-trip flights per week. Among these, the respective Parties shall not operate more than the following number of weekly round-trip flights from the following flight points:

- a. The Taiwan side: 21 flights from Taipei Songshan Airport.
- b. The Mainland side: 28 flights from Shanghai (Pudong); 10 flights from Beijing; 10 flights from Shenzhen; 14 flights from Guangzhou; 14 flights from Kunming; and 14 flights from Chengdu.

The arrangement of regular and charter flights at other flight points can be based on market demand within the range of the total number of flights.

3. Cargo Transport

(1) Carriers:

Each Party shall designate two airline companies to operate each route.

(2) Flight points:

- a. The Taiwan side agrees that the Taoyuan and Kaohsiung flight points can operate regular flights.
- b. The Mainland side agrees that the Shanghai (Pudong) and Guangzhou flight points can operate regular flights.

(3) Number of flights:

The Parties agree that regular cargo flights and cargo charter flights shall number 28 round trips per week in total, with each Party operating 14 round-trip flights per week. Among these, each Party shall operate 7 round-trip flights serving Guangzhou and 7 round-trip flights serving Shanghai (Pudong).

(4) Carriage of belly cargo:

The Parties agree to mutually open the carriage of belly cargo in regular passenger flights.

4. Other Matters

The Parties agree in principle to no longer allow charter flights on routes served by regular flights.

ANNEX 15

Cross-Strait Financial Cooperation Agreement¹⁷

April 26, 2009

(This agreement will become effective only after the completion of relevant procedures.)

To promote cross-strait financial exchanges and cooperation, advance the stable development of cross-strait financial markets, and facilitate cross-strait economic and trade dealings, the Straits Exchange Foundation and the Association for Relations Across the Taiwan Strait, after negotiation based on an equal footing, hereby agree on the following matters concerning cross-strait cooperation in financial supervision and monetary management:

1. Financial Cooperation

The Parties agree to assist each other in fulfilling the responsibilities of financial supervision and monetary management, to strengthen broad cooperation in the financial domain, and to jointly maintain financial stability.

(1) Financial Supervision

The Parties agree that the financial supervisory institutions on the two sides of the Strait shall establish cooperative mechanisms for financial supervision of, respectively, the cross-strait banking industry, the cross-strait securities and futures industry, and the cross-strait insurance industry, to ensure the effective supervision of mutually established entities.

The Parties' financial supervisory institutions for the banking industry, securities and futures industry, and insurance industry may make specific arrangements for matters of cooperation in accordance with industry practice.

(2) Monetary Management

The Parties agree to start by providing appropriate institutions, such as commercial banks, with suitable means to conduct cash exchange, supply and flowback operations, and to develop cooperation in such area as banknote anti-counterfeiting technology, as the first steps in gradually establishing a currency settlement mechanism to strengthen cross-strait cooperation in monetary management.

(3) Other Items of Cooperation

The Parties agree to engage in discussions on financial institutions on both sides of the Taiwan Strait having access to and developing business in each other's markets.

The Parties agree to encourage financial institutions on the two sides of the Taiwan Strait to step up cooperation, to create conditions for jointly strengthening services to businesses on both sides of the Strait.

¹⁷ *Id.* at 17.

2. Information Exchange

The Parties agree to provide each other with information on financial supervision and monetary management, for the purpose of maintaining financial stability. The Parties shall as speedily as possible provide information on significant matters that could affect the sound operation of financial institutions or the stability of financial markets.

The mode and scope of the provision of information shall be determined through discussion between the Parties.

3. Confidentiality Obligation

The Parties agree that all information obtained under this Agreement shall be used solely for the purposes of financial supervision and monetary management, and shall comply with confidentiality requirements.

The mode of handling third-party requests for the provision of information shall be determined separately through discussion between the Parties' respective supervisory institutions.

4. Mutual Establishment of Entities

The Parties agree that, after this Agreement goes into effect, the financial supervisory institutions on the two sides of the Strait, giving consideration to the principle of reciprocity, market characteristics, and competition order, shall as quickly as possible push for the mutual establishment of entities by commercial financial institutions on each side of the Strait.

Qualifying criteria for financial institutions to establish entities or obtain equity stakes in entities across the Strait, and the scope of business operations permitted on each other's side of the Strait, shall be determined separately through discussion between the Parties' supervisory institutions.

The Parties agree to seek each other's opinions concerning applications by financial institutions to establish entities or obtain equity stakes in entities across the Strait.

5. Modes of Examination

The Parties agree to adopt diverse modes, in accordance with industry practice and characteristics, for conducting the examination of mutually established financial institutions. The modes of examination shall be determined separately through discussion between the Parties' respective supervisory institutions.

6. Operational Exchanges

The Parties agree to strengthen cooperation in financial supervision and monetary management by means of personnel engaging in exchange visits, training, technical collaboration, meetings, and so on.

7. Document Format

The format of documents used by the Parties for exchange of information, seeking of opinions, and other operational liaison shall be determined through discussion between the Parties.

8. Liaison Bodies

- (1) Liaison on the implementation of matters set out in this Agreement shall be conducted by a contact person or persons designated by the financial supervisory institutions and monetary management institutions of each Party. If necessary, with mutual consent, the Parties may designate other entities to conduct liaison.
- (2) Liaison regarding other matters related to this Agreement shall be handled by the Straits Exchange Foundation and the Association for Relations Across the Taiwan Strait.

9. Performance of and Amendment to the Agreement

The Parties shall comply with the provisions of this Agreement.

This Agreement shall be amended only with both Parties' consents, and shall be confirmed in writing.

10. Dispute Resolution

Any disputes arising from the application of this Agreement shall be resolved by prompt negotiation between the Parties.

11. Matters not Mentioned in this Agreement

Matters not mentioned in this Agreement shall be separately discussed and resolved by the Parties in an appropriate manner.

12. Effective Date

This Agreement shall become effective after both Parties have completed related preparations, within no more than 60 days of the date of signature.

This Agreement was signed on April 26 in four original copies, with each Party keeping two copies.

Straits Exchange Foundation	Association for Relations Across the Taiwan Strait
Chairman	Chairman
Chiang, Pin-Kung	Chen, Yunlin

[Note: In case of any discrepancy between the Chinese and English texts, the Chinese text shall govern.]

ANNEX 16

Cross-Strait Agreement on Cooperation of Agricultural Product Quarantine and Inspection¹⁸

December 22, 2009

(This agreement will become effective only after the completion of relevant procedures.)

To ensure the safety of agricultural production and safeguard people's health, and to promote the development of cross-strait trade in agricultural products, the Straits Exchange Foundation and the Association for Relations Across the Taiwan Strait, after negotiation based on an equal footing, hereby agree on the following matters of cross-strait cooperation in respect of quarantine and inspection of agricultural products.

1. Principles and Objectives of Cooperation

The Parties agree, in accordance with the principles of mutual trust and reciprocal benefit, and on the basis of science and practicality, to enhance cooperation and exchanges on quarantine and inspection, and to consult and negotiate the resolution of quarantine and inspection problems in trade in agricultural products (including animal feedstuff) so as to prevent the transmission and spread of harmful organisms of animals and plants, and to ensure the quality and safety of agricultural products.

2. Mutual Exchanges

The Parties agree to establish mechanisms for consultations, discussions, exchanges, observational visits and technical cooperation. When necessary, the Parties may establish working groups to carry out cooperation on the researches relating to the technology in specialized areas of quarantine and inspection.

3. Information Inquiry

- (1) The Parties agree to provide information inquiry for quarantine and inspection regulations, standards, procedures, etc., and to provide assistance when necessary.
- (2) The Parties agree to enhance exchanges on sanitary standards for pesticide and animal drug residues, and to coordinate the handling of problems concerning standards differences.

4. Document Check

The Parties agree to establish a mechanism for checking and verifying quarantine and inspection certification documents in order to prevent document forgery.

¹⁸ Mainland Affairs Council, Three Agreements of the Fourth Chiang-Chen Talks, at 1, <http://www.mac.gov.tw/public/Data/011417151471.pdf> (last visited Mar. 22, 2011).

5. Notification

- (1) The Parties agree to notify each other promptly about the incidence of any major epidemic situations and sanitary issues concerning imported/exported agricultural products.
- (2) The Parties agree to regularly notify each other about intercepted harmful organisms, detected toxic or harmful substances, and other non-compliance situations in imported/exported agricultural products.

6. Handling of Emergencies

The Parties agree to establish a mechanism for coordinated handling of sudden important quarantine and inspection incidents and to provide the channel for prompt notification, speedy checks, emergent consultations, and mutual provision of assistance.

7. Observational Visit and Verification

The Parties agree to establish tracking systems for agricultural product safety management, to help importing Party make observational visits to the production and processing sites of exported agricultural products, and to implement facilitative measures for import quarantine and inspection for agricultural products verified as meeting quarantine and inspection requirements.

8. Document Format

The Parties agree to use the format of documents for notifications, inquiries, and communication as settled by discussion between the Parties.

9. Liaison

- (1) Liaison on the implementation of matters set out in this Agreement shall be conducted by a contact person or persons designated by each Party's competent authorities. If necessary, with mutual consent, the Parties may designate other entities for such liaison.
- (2) Liaison regarding other matters related to this Agreement shall be handled by the Straits Exchange Foundation and the Association for Relations Across the Taiwan Strait.

10. Implementation of and Amendment to the Agreement

- (1) The Parties shall comply with the provisions of this Agreement.
- (2) This Agreement shall be amended only with the consent of both Parties, and shall be confirmed in writing.

11. Dispute Settlement

Any disputes arising from the application of this Agreement shall be resolved by prompt negotiation between the Parties.

12. Matters Not Mentioned in This Agreement

Matters not mentioned in this Agreement shall be separately discussed and resolved by the Parties in an appropriate manner.

13. Signing and Effectiveness

This Agreement shall become effective from the date of signing after both Parties have completed their respective relevant preparations, no later than ninety days hereafter.

This Agreement was signed on December 22 in four original copies, with each Party keeping two copies.

Straits Exchange Foundation	Association for Relations Across the Taiwan Strait
Chairman	Chairman
Chiang, Pin-Kung	Chen, Yunlin

[Note: In case of any discrepancy between the Chinese and English texts, the Chinese text shall govern.]

ANNEX 17

Cross-Strait Agreement on Cooperation in Respect of Standards, Metrology, Inspection and Accreditation¹⁹

December 22, 2009

(This agreement will become effective only after the completion of relevant procedures.)

In order to facilitate cross-strait economic and trade dealings, promote cross-strait industrial cooperation, create investment-friendly conditions, enhance the quality and safety of cross-strait traded goods, and protect consumer rights, the Straits Exchange Foundation and the Association for Relations Across the Taiwan Strait, after negotiation based on an equal footing, hereby agree on the following matters of cross-strait cooperation in respect of standards, metrology, inspection, certification and accreditation, and consumer product safety:

1. Scope of Cooperation

The Parties agree to jointly adopt measures for carrying out exchanges and cooperation in the following areas:

- (1) Standards: To actively explore and promote the formulation of compatible standards in key fields; to exchange information on standards and promote the establishment of a cross-strait standards information platform; and to enhance the sharing of standards training resources.
- (2) Metrology: To promote cross-strait cooperation in respect of legal metrology and exchange of information on measurement techniques and legal metrological control; to conduct joint research on the highest measurement standards with precision and reliability, and intercomparison of standards; and to pursue technical cooperation in respect of measuring instruments, traceability and calibration.
- (3) Inspection: To communicate cross-strait inspection standards and procedures; to establish a cooperation and consultation mechanism for product inspection in cross-strait trade; and to conduct technical cooperation in respect of product safety inspection and testing.
- (4) Certification and Accreditation: To communicate cross-strait certification and accreditation standards and procedures; to jointly promote the establishment and implementation of a cross-strait mechanism for certification and accreditation in new fields; and to promote mutual trust in the results of cross-strait certification and accreditation, making specific arrangements on items agreed to by both Parties.

¹⁹ *Id.* at 5.

- (5) Consumer Product Safety: To establish a cross-strait notification mechanism for consumer product safety information; to establish a cross-strait trade consumer product safety coordination mechanism; and to strengthen communication and coordination in dealing with non-compliant consumer products.
- (6) To strengthen information exchange in respect of relevant systems and rules within the above-mentioned areas of cooperation.
- (7) Other matters of cooperation agreed to by the Parties.

2. Form of Cooperation

The Parties agree to adopt the following measures for cooperation in the above-mentioned areas:

- (1) Setting up working groups respectively for cross-strait standards, metrology, inspection, certification and accreditation, and consumer product safety, to jointly discuss and set specific implementation programs and clearly delineate the scope of activities, and to develop cooperation documents for related fields based on the needs identified.
- (2) Carrying out exchanges and cooperation in the areas of standards, metrology, inspection, certification and accreditation, and consumer product safety by means of technical collaboration, conferences of experts, information exchange, exchange visits, operational training, etc.
- (3) The competent authorities of each Party shall be responsible for directing and coordinating each working group's conduct of its tasks, and shall designate contact persons to be responsible for conducting regular liaison and the carrying out of work projects in each field.

3. Mutual Assistance

The Parties agree to provide necessary assistance for activities related to the implementation of this Agreement.

4. Confidentiality Obligation

The Parties agree to comply with commitments to maintain requested confidentiality of information obtained in the course of activities related to the implementation of this Agreement.

5. Document Format

The Parties agree to use the format of documents for information exchange, notifications, inquiries, and operational liaison as settled by discussion between the Parties.

6. Liaison Bodies

Liaison on the implementation of matters set out in this agreement shall be conducted by a contact person or persons designated by the competent authorities of each Party.

Liaison regarding other matters related to this Agreement shall be handled by the Straits Exchange Foundation and the Association for Relations Across the Taiwan Strait.

7. Implementation of and Amendment to the Agreement

The Parties shall comply with the provisions of this Agreement.

This Agreement shall be amended only with both Parties' consents, and shall be confirmed in writing.

8. Dispute Settlement

Any disputes arising from the application of this Agreement shall be resolved by prompt negotiation between the Parties.

9. Matters Not Mentioned in This Agreement

Matters not mentioned in this Agreement shall be separately discussed and resolved by the Parties in an appropriate manner.

10. Effective Date

This Agreement shall become effective from the date of signing after both Parties have completed their respective relevant preparations, no later than ninety days hereafter.

This Agreement was signed on December 22 in four original copies, with each Party keeping two copies.

Straits Exchange Foundation	Association for Relations Across the Taiwan Strait
Chairman	Chairman
Chiang, Pin-Kung	Chen, Yunlin

[Note: In case of any discrepancy between the Chinese text and English translation, the Chinese text shall govern.]

ANNEX 18

Cross-Strait Agreement on Cooperation in Respect of Fishing Crew Affairs²⁰

December 22, 2009

(This agreement will become effective only after the completion of relevant procedures.)

To safeguard the legitimate rights and interests of fishing vessel owners and crewmen, and to promote cross-strait fishing crew labor cooperation, the Straits Exchange Foundation and the Association for Relations Across the Taiwan Strait, after negotiation based on an equal footing, hereby agree on the following matters of cross-strait fishing crew cooperation:

1. Scope of Cooperation

The Parties agree that in accordance with each Party's own regulations concerning the employment of fishing boat crewmen, they shall conduct cooperation in labor affairs concerning offshore and deep-sea fishing vessel crewmen (hereinafter referred to as "crew") and adopt different management methods respectively for offshore and deep-sea crew cooperation.

2. Method of Cooperation

The Parties agree that cross-strait crew cooperation shall be conducted through management main bodies designated by each Party, and each Party shall establish a risk assessment system binding upon its management main bodies.

3. Main Terms of the Crew Contracts

The Parties agree to consult and conclude the main contents of the crew contract.

4. Rights Protection

- (1) The Parties agree to safeguard the following basic rights of crewmen:
 - a. To receive the wages stipulated in their crew contract.
 - b. To enjoy the same welfare and crew protection aboard as other crewmen with the same duties on the same vessel.
 - c. To have designated locations for rest, replenishment, or returning to port to avoid danger.
 - d. To be provided with personal accident and medical insurance.
 - e. To be provided with two-way travel expenses.
 - f. To be protected by stipulations that require the shipowner to perform the obligations under the contract.
 - g. Other rights as agreed by consultations between the Parties.

²⁰ *Id.* at 9.

- (2) The Parties agree to safeguard the following basic rights of fishing vessel owners (hereinafter referred to as “shipowners”):
 - a. Crewmen shall meet the regulatory requirements of each Party concerning physical examinations and professional training.
 - b. Crewmen shall abide by pertinent management regulations.
 - c. Crewmen shall accept the reasonable commands and supervision of the shipowner and the ship master.
 - d. Crewmen shall perform their obligations under the contract.
 - e. Other rights as agreed by discussion between the Parties.

5. Issuance of Papers as Required

The Parties agree that each will issue crewmen with identification or inspection papers.

6. Coordination Mechanism

The Parties agree that each will establish an appeal system for crew and shipowners, as well as a mechanism for handling emergent incidents concerning cross-strait crew cooperation, and will guide management main bodies in resolving crew disputes and emergent incidents.

In the event that a major safety incident or other such situation occurs, the Parties shall promptly notify each other, and take joint measures to handle the situation properly. In addition, the Parties will deal strictly with the management main bodies that act in violation of this Agreement.

7. Exchange Visits

The Parties agree to regularly conduct meetings and exchange visits to assess the implementation of this Agreement.

8. Document Format

The Parties agree to use the format of documents for notifications, inquiries, and operational contacts as settled by consultations between the Parties.

9. Liaison Bodies

- (1) Liaison on the implementation of matters set out in this Agreement shall be conducted by a contact person or persons designated by each Party’s competent authorities. If necessary, with mutual consent, the Parties may designate other main bodies for such liaison.
- (2) Liaison regarding other matters related to this Agreement shall be handled by the Straits Exchange Foundation and the Association for Relations Across the Taiwan Strait.

10. Implementation of and Amendment to the Agreement

- (1) The Parties shall comply with the provisions of this Agreement. The Annex of this Agreement shall be equal in effect with the main body hereof.
- (2) This Agreement shall be amended only with both Parties' consents, and shall be confirmed in writing.

11. Dispute Settlement

Any disputes arising from the implementation of this Agreement shall be resolved by prompt negotiation between the Parties.

12. Matters Not Mentioned in This Agreement

Matters not mentioned in this Agreement shall be separately consulted and resolved by the Parties in an appropriate manner.

13. Effective Date

This Agreement shall become effective from the date of signing after both Parties have completed their respective relevant preparations, no later than ninety days hereafter.

This Agreement was signed on December 22 in four original copies, with each Party keeping two copies.

Annex: Specific Arrangements for Cross-Strait Fishing Crew Cooperation

Straits Exchange Foundation	Association for Relations Across the Taiwan Strait
Chairman	Chairman
Chiang, Pin-Kung	Chen, Yunlin

[Note: In case of any discrepancy between the Chinese and English texts, the Chinese text shall govern.]

Annex: Specific Arrangements for Cross-Strait Fishing Crew Cooperation

The Parties agree to the following specific arrangements pursuant to Articles 2, 3, 4, 5 and 6 of this Agreement:

1. Management Main Bodies

Management main bodies on the Taiwan side shall be intermediary bodies approved by the competent authorities, and management main bodies on the Mainland side shall be fishing crew cooperation management companies approved by the competent authorities.

The Parties shall as soon as possible exchange and publicly announce the respective lists of management main bodies after the signing of this Agreement.

2. Types of Contract

Cross-strait crew cooperation shall require the signing of the following contracts:

- (1) Crew cooperation contract signed between management company and intermediary organization.
- (2) Crew dispatch contract signed between management company and crew.
- (3) Crew contract signed between shipowner and crew.
- (4) Crew commissioning contract signed between intermediary bodies and shipowners.

3. Main Terms of the Contracts Concerned

- (1) The main terms of the crew cooperation contract signed between management company and intermediary bodies shall be as follows:
 - a. The name of the shipowner, the name of the vessel on which the crew undertakes to serve, the region of its fishing operations, the duties of the crew to be hired, and the term limit of the contract.
 - b. Conditions of crew qualification and matters requiring compliance.
 - c. Standards for the amount and method of payment of crew wages; personal accident and medical insurance for crew; and division of responsibility for bearing crew travel expenses to and from ports on both sides and for returning home.
 - d. Basic rights and interests of crew and shipowner as guaranteed.
 - e. Penalties for breach of contract by shipowner or crew.
 - f. Attribution of liability to management company and crewman or intermediary bodies and shipowner to pay damages for loss caused to another party by willful or grossly negligent conduct for which the crewman or shipowner can be held accountable.
 - g. Dispute mediation and handling of breach of contract.
 - h. Other matters consulted and agreed between the Parties.
- (2) The main content of crew contract signed between shipowner and crewman shall be as follows:
 - a. Name of shipowner, name and address of crewman, name of vessel on which the crew undertakes to serve, the region of its fishing operations, the duties of the crewman to be hired, and the term-limit of the contract.
 - b. Crew wages, personal accident and medical insurance, travel expenses, and method of payment.

- c. Crew protection, right to rest and shelter from danger in temporary placement locations, food and accommodations, and welfare benefits provided to crew.
- d. Matters requiring compliance by crew.
- e. Welfare benefits provided by shipowner.
- f. Dispute mediation and handling of breach of contract.
- g. Other matters consulted and agreed between the Parties.

4. Inspection Papers

Offshore crew must have shipboard operations certification in hand to obtain local inspection passes; deep-sea crew must have seaman certification. During the transitional period in which pertinent arrangements are under discussion between the Parties, offshore crew may present shipboard operations certification or identification documentation to obtain local inspection passes.

5. Personal Accident and Medical Insurance for Crew

The Parties shall jointly decide on matters concerning personal accident and medical insurance for crew.

6. Procedure for Change of Vessel

The Parties agree to strictly prescribe matters concerning crew's reasonable change of vessel and unlawful change of vessel, with specific procedures to be decided by consultations between the Parties.

7. Shuttle Boats

The Parties agree that crew shuttle boats must comply with the technical and safety standards required for passenger vessels, and hold certification issued by the competent authorities in respect of the number of crew other than the boat's own crew permitted to be carried therein.

8. Offshore Crew Embarkation Ports

Offshore crew embarkation points on the Mainland side are: Fuzhou Pingtan Dong'ao, Xiamen Dongdu Tongyi, Zhangzhou Zhangpu Jiuzhen, Quanzhou Hui'an Chongwu, Putian Meizhou Gongxia, and Ningde Fuding Shacheng in Fujian Province; Zhoushan Shenjiamen and Wenzhou Xiaguan in Zhejiang Province.

Coastal embarkation ports may be adjusted according to need, with notification to the other Party.

9. Temporary Placement Locations

- (1) Taiwan's shore placement locations are: Nanfang'ao Fishing Port in Ilan County, Badouzi Fishing Port in Keelung City, Hsinchu Fishing Port in Hsinchu City, Wuqi Fishing Port in Taichung County, Qianzhen Fishing Port in Kaohsiung City, and Donggang Fishing Port in Pingtung County.

- (2) Taiwan's planned temporary placement area fishing ports are: Changtanli Fishing Port and Waimushan Fishing Port in Keelung City; Danshui 2nd Fishing Port, Fuji Fishing Port, Kuanggang Fishing Port, Yeliu Fishing Port, Dong'ao Fishing Port, Guikong Fishing Port, Wanli Fishing Port, Shen'ao Fishing Port, Bitou Fishing Port, Longdong Fishing Port and Aodi Fishing Port in Taipei County; Yong'an Fishing Port in Taoyuan County; Boziliao Fishing Port in Yunlin County; Jiangjun Fishing Port in Tainan County; Anping Fishing Port in Tainan City; Xingda Fishing Port in Kaohsiung County; Fugang Qielan Fishing Port, Xin'gang Fishing Port, Dawu Fishing Port and Xiaogang Fishing Port in Taitung County; Hualien Fishing Port in Hualien County; Daxi Fishing Port, Dali Fishing Port, Shicheng Fishing Port, Wushi Fishing Port and Gengfang Fishing Port in Ilan County; Magong Fishing Port, Suogang Fishing Port, Tongpan Fishing Port, Shanshui Fishing Port, Longmen Fishing Port, Niaoyu Fishing Port, Zhuwan Fishing Port, Fenggui East Fishing Port, Tanmen Fishing Port, Qimei Fishing Port, Hujing Fishing Port, Nanbeiliao Fishing Port, Shagang Fishing Port, Chikan Fishing Port, Jibei Fishing Port, Hengjiao Fishing Port, Hejie Fishing Port, Xiaomen Fishing Port, Dachi Fishing Port, Chima Fishing Port, Nei'an North Fishing Port, Nei'an South Fishing Port, Wai'an Fishing Port, Jiangjun South Fishing Port, Dongyuping Fishing Port and Huayu Fishing Port in Penghu County; Dongyin Zhongzhu Port, Juguang Qingfan Fishing Port, Fu'ao Fishing Port and Beigan Hou'ao Fishing Port in Lianjiang County.
- (3) Inspection ports on Taiwan's side for first port entry of crew shall be: Nanfang'ao Fishing Port and Daxi 2nd Fishing Port in Ilan County; Badouzi Fishing Port in Keelung City; Danshui 2nd Fishing Port, Aodi Fishing Port, Yeliu Fishing Port, Huanggang Fishing Port and Shen'ao Fishing Port in Taipei County; Yong'an Fishing Port in Taoyuan County; Hsinchu Fishing Port in Hsinchu City; Wuqi Fishing Port in Taichung County; Boziliao Fishing Port in Yunlin County; Jiangjun Fishing Port in Tainan County; Anping Fishing Port in Tainan City; Xingda Fishing Port in Kaohsiung County; Kaohsiung 2nd Port in Kaohsiung City; Donggang Fishing Port in Pingtung County; Fugang Qielan Fishing Port and Xingang Fishing Port in Taitung County; Hualien Fishing Port in Hualien County; Magong Fishing Port, Tongpan Fishing Port, Longmen Fishing Port, Niaoyu Fishing Port, Tanmen Fishing Port, Qimei Fishing Port, Hujing Fishing Port, Xiaomen Fishing Port, Nei'an South Fishing Port, Wai'an Fishing Port, Jiangjun South Fishing Port, Dongyuping Fishing Port and Huayu Fishing Port in Penghu County; Dongyin Zhongzhu Port and Fu'ao Fishing Port in Lianjiang County.

Temporary placement locations may be adjusted according to need, with notification to the other Party.

10. Transitional Arrangements

After this Agreement is signed and takes effect, the Parties shall as promptly as possible exchange relevant regulations on management entity risk assurance systems. The Taiwan side will be responsible for conducting registration of Mainland crew who are already working on coastal fishing boats in Taiwan, and for exchanging related information with the Mainland side. At the same time, Taiwan's shipowners shall arrange insurance as prescribed for Mainland crew who are already working on offshore fishing boats in Taiwan, and shall require such crew to return to the Mainland after the expiration of their contracts. The hiring of the crew shall be governed by this Agreement.

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