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**Industrial Cooperation Agreement**  
**工業合作協議書**

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**BETWEEN**

**[Name of Contractor]**

**【合約商名稱】**

**AND**

**及**

**INDUSTRIAL DEVELOPMENT BUREAU  
MINISTRY OF ECONOMIC AFFAIRS**

**REPUBLIC OF CHINA**

**中華民國經濟部工業局**

**[Date of Signature]**

**【簽署日期】**

# ICP Agreement

## 工業合作協議書

This ICP Agreement (hereinafter referred to as the Agreement) is signed on [ ] (year) [ ] (month) [ ] (day) in Taipei City, Republic of China (Taiwan), by and among: 本工業合作協議書（以下簡稱「本協議書」）係由下列當事人於西元[ ]年[ ]月[ ]日，於中華民國臺灣臺北市簽署：

Industrial Development Bureau, Ministry of Economic Affairs of the Republic of China (hereinafter referred to as Industrial Development Bureau) is the competent authority of the R.O.C. to promote the industrial cooperation project (hereinafter referred to as the project). Industrial Development Bureau is located at No. 41-3, Section 3, Xinyi Road, Taipei City, Republic of China (Taiwan). [name of contractor] is a company (hereinafter referred to as the foreign contractor) founded in accordance with the legal organization of [country], with the head office or main business premises located at [address].

中華民國經濟部工業局（以下簡稱「工業局」），為中華民國推動工業合作計畫（以下簡稱「工合計畫」）之主管機關，地址設於中華民國（臺灣）臺北市信義路三段 41-3 號，及[合約商名稱]係依[該國家]法律組織設立之公司（以下簡稱「國外工合承商」），主事務所或主營業所設於[地址]。

### WHEREAS

#### 前言

It is known to the foreign contractors that this Agreement will be incorporated in the [Name of Procurement Project] (hereinafter referred to as the Procurement Project) carried out by Ministry of National Defense of R.O.C. in accordance with its arms sales/commercial purchase procedures. Once U.S. military authority or Ministry of

National Defense of R.O.C. selects the foreign contractors as the suppliers of this purchase, the foreign contractors shall, after the contract for this procurement purchase is executed, activate this Agreement and begin implementing the ICP as specified in the Agreement based on Regulations on operating industrial cooperation (see ANNEX 1). The foreign contractors have met with Ministry of National Defense of R.O.C. to discuss the cooperation based on the proposal by the procurement project responsible unit, and the two parties have reached a consensus on the implementation of the ICP items. Based on the consensus, a complete "ICP Plan" (see ANNEX II) [including but not limited to items' content, value, cost, schedule, other foreign companies/entities to provide services (hereinafter referred to as the foreign partners) (as required by the individual case) and the prospective domestic recipients].

緣國外工合承商已知悉本工合協議書將納入中華民國國防部循軍售/商購管道辦理之[採購案名稱]（以下簡稱「本購案」）中；緣國外工合承商日後一旦獲得美國軍事部門/或中華民國國防部選擇為本購案之供應商時，國外工合承商將於本購案契約簽署後，同時啟動本工合協議書之效力並開始執行之；國外工合承商依中華民國國防部工業合作作業規定（詳附件 1-「工業合作作業規定」）簽署本協議書執行工合計畫，國外工合承商已依中華民國國防部建案單位提出之工業合作需求項目，已經與中華民國國防部共同開會洽商，且雙方已達成執行工合項目等之共識，依據共識製作出完整之「工業合作個案計畫書」（詳附件 2-「工業合作個案計畫書」）【包括但不限於項目內容、價值、成本、執行期程、其他提供服務之國外廠商/單位（以下簡稱「國外合作廠商」）（視個案需要）及擬承接之國內工合承商】。

Once the Procurement Project comes into effect, this ICP Agreement shall take effect immediately and shall be implemented by the foreign contractors.

本購案契約生效後，本工合協議書即刻同步生效，並由國外工合承商開始執行。

Once the Procurement Project takes effect, ICPO of Ministry of Economic Affairs

and Ministry of National Defense of the R.O.C. shall jointly monitor and supervise the foreign contractors (including other foreign partners if needed). The domestic recipients shall also implement the details of this Agreement and ANNEX II.

本購案契約生效後，將由經濟部工業合作推動小組（以下簡稱「經濟部工合小組」）及中華民國國防部共同負責督促國外工合承商（視個案需要則包括：其他國外合作廠商）及國內工合承商共同落實執行本工合計畫書及附件二之詳細內容。

Therefore, this Agreement is hereby made by Industrial Development Bureau and the foreign contractors to establish the following terms and conditions. The foreign contractors shall implement the ICP in accordance with this Agreement once the procurement project takes effect.

為此，本協議書茲由工業局與國外工合承商雙方同意並訂定以下條款及規定，國外工合承商應於本購案生效後依據本協議書執行工合計畫。

Within the permission by the laws of R.O.C., in order to drive and implement this Agreement, Industrial Development Bureau may coordinate relevant matters with other agencies of R.O.C. government as necessary and provide reasonable assistance to the foreign contractors.

在中華民國法令容許範圍內，為促進及執行本協議，工業局得視需要與中華民國政府其他機關協調相關事宜，提供國外工合承商合理之協助。

Article 1.

第 1 條：

The Purpose of the Industry Cooperation Program (ICP)

**【工合計畫目標】**

The prime objectives of the ICP are to enhance industrial capacity of national defense of R.O.C., and to promote the cooperative relationship and mutual benefits between the contractors, R.O.C. and their industries.

ANNEX 2 of this Agreement, the ICP Plan, serves as the ICP promised by the foreign contractors.

工業合作計畫之首要目標，在於提升中華民國國防工業能量，以及促進承商與中華民國以及其產業間之合作關係及相互之利益。

本協議書之附件 2-「工業合作個案計畫書」即為國外工合承商允諾達成之工合計畫目標。

Article 2.

第 2 條：

Program priorities

**【計畫之優先事項】**

The foreign contractors acknowledge that technology transfer and domestic procurement will be given priority in the procurement project responsible unit.

國外工合承商認知國軍建案單位將以技術移轉及國內採購為優先考量。

Principles of implementing the ICP

**【工業合作個案計畫執行原則】**

The foreign contractors shall implement the ICP of this Agreement according to ANNEX II. However, once the performance period of the ICP (hereinafter referred to as the "the ICP ") has been extended or the content has changed (main items cannot be changed), it shall be submitted to ICPO of Ministry of Economic Affairs for deliberation.

ICPO of Ministry of Economic Affairs shall set milestones for the ICP to include 25%, 50% and 75% milestones.

國外工合承商依本協議書之附件 2-「工業合作個案計畫書」執行，惟一旦有工業合作個案計畫（以下簡稱「個案計畫」）執行期限展延、交付內容變更（主要工項不可變更）者，需提送至經濟部工合小組審議。

經濟部工合小組應就工業合作個案計畫書設立里程碑，包括 25%、50%及 75%。

Article 3.

第 3 條：

Application for the Performance Period and Extension

**【履約期程及展延申請】**

The ICP shall be implemented within ( ) [number] years ( ) [number] months (hereinafter referred to as the "performance period") from the effective date of this Agreement. However, if the foreign contractors encounter an event of force majeure beyond its reasonable control before the expiration of the aforesaid performance period, including war, fire, flood, explosion, earthquake, epidemic, labor shortage, strike and other similar incidents, which make it impossible to fulfill the Agreement within the performance period, the foreign contractors shall, within 10 days after being notified of the occurrence of a force majeure event, submit corroborating documents in writing and apply to ICPO of Ministry of Economic Affairs for an extension of the performance period. After ICPO of Ministry of Economic Affairs deliberates and agrees in writing, it may extend the performance period of the case plan and the performance schedule of the overall project.

工合計畫之執行最遲應於本協議書生效日起 ( ) [數字] 年 ( ) [數字] 月內 (以下簡稱「履約期程」) 執行完成。但如國外工合承商於前述履約期程即將屆滿前，因遭遇其無法合理控制之不可抗力事件，包括戰爭、火災、水災、爆炸、地震、傳染疫情、勞工抗爭、罷工及其他類似事件，致無法於履約期限前完成者，國外工合承商應於知悉前開發生後 10 日內，以書面方式檢附佐證資料向經濟部工合小組申請展期履約，經經濟部工合小組審議書面同意後，得展延該個案計畫之執行期間及工合計畫履約期程。

Alternatives

**【替代方案】**

If the ICP agreement project cannot be performed due to force majeure or prohibition released by foreign government after signing and it can be proved objectively impossible to perform upon the foreign contractors' inspection accompanied by corroborating documents (such as documents of prohibition released by foreign

government and force majeure evidence), an alternative equivalent to the original project technology or value may be proposed, which can be changed after verification of ICPO of Ministry of Economic Affairs and approved by the Industrial Cooperation Group Committee.

The foreign contractors will not be exempted from performing their obligations due to the aforementioned force majeure events or foreign government control.

工業合作約定項目若於簽定後，發生前揭不可抗力事件或國外政府管制致無法履行者，經國外工合承商檢附佐證資料（如國外政府管制公文、不可抗力之證明）證明客觀上無法執行，並提出與原項目技術或價值相當之替代方案，經經濟部工合小組查證，並經工合小組委員會同意後，得予以變更。

國外工合承商不因前揭不可抗力事件或國外政府管制而免除履行義務。

Article 4.

第 4 條：

ICP Management

【工合計畫管理】

The foreign contractors may propose to set up other supporting organizations to assist with the implementation of the ICP. However, the foreign contractors acknowledge that ICPO and/or other government agencies of R.O.C. have no obligation to appoint any representative to serve as a member of these supporting organizations or participate in assisting them.

國外工合承商得提議設置其他支援組織輔助個案計畫之實施；但國外工合承商認知工合小組及/或中華民國政府其他機關並無義務指派任何代表擔任該等支援組織之成員或參與協助該支援組織。

Article 5.

第 5 條：

ICPO

【工合小組】

ICPO of Ministry of Economy Affairs shall meet regularly to deliberate, including,

but not limited to, the verification of case plans proposed by the foreign contractors, the closing of the ICP, changes to the ICP and extension of the implementation period of the ICP, and may convene meetings at any time when needed.

To effectively manage the progress of the implementation of the ICP, the foreign contractors shall, from the effective date of this Agreement, submit a report on the implementation of the ICP once every 6 months for review by ICPO of Ministry of Economic Affairs. If it is found that progress is more than \_\_\_ % behind each milestone, ICPO of Ministry of Economic Affairs shall immediately ask the foreign contractors to the site to explain and make improvements within the time given.

The foreign contractors should prepare relevant documents and supporting materials to apply for verification of the ICP after the implementation of the ICP. If the foreign contractors submit a case plan for verification, and the domestic contractor confirms and agrees to handle the verification, it shall cooperate with foreign cooperative manufacturers (depending on the circumstances) and domestic cooperative contractors to participate in the on-the-spot verification during the case plan implementation. Foreign contractors need to apply for the case plan to be closed again after the case plan has been reviewed, agreed and verified by ICPO of Ministry of Economic Affairs.

During the performance period of this Agreement, the foreign contractors shall, if all ICP have been reviewed and approved by ICPO of Ministry of Economic Affairs for verification, prepare a report on closing the ICP and apply to close the ICP.

經濟部工合小組應定期開會審議包括(但不限於)國外工合承商提出之個案計畫核實、個案計畫結案，個案計畫變更、個案計畫執行期限展延，並得視實際需要隨時召開臨時會議。

為有效管理工合計畫執行進度情形，國外工合承商應自本協議書生效日起，每半年提出 1 次工合計畫執行報告書供經濟部工合小組審查。倘有發現進度落後各里程碑達\_\_%以上時，工合小組應立即要求國外工合承商到場說明，並限期改善。

國外工合承商應於個案計畫執行完成後，備妥相關文件及佐證資料具文申請個案計畫核實。國外工合承商於提出個案計畫核實後，經國內工合承商確同意



辦理核實者，應須依工合小組之需求配合會同國外合作廠商（視個案需要）、國內工合承商參與個案計畫執行中（視個案需要）及執行後（核實前）之實地查核作業。國外工合承商於個案計畫經工合小組審議同意核實後，需再申請該個案計畫結案。

國外工合承商於本協議書履約期限內，倘所有個案計畫經工合小組審議同意核實後，備妥工合計畫結案報告具文申請工合計畫結案。

Article 6.

第 6 條：

Principle of the Prohibition of Transfer

**【禁止轉讓原則】**

Except with prior written approval of ICPO of Ministry of Economic Affairs, the foreign contractors shall not transfer all or part of their rights and obligations under this Agreement to a third party.

Notwithstanding Article 6.1, the foreign contractors may arrange for their affiliated enterprises to execute any specific item.

The foreign contractors shall obtain written permission from ICPO of Ministry of Economic Affairs in advance before they arrange for non-related enterprises to execute any specific item.

The term "affiliated enterprise" as used in this Agreement refers to an enterprise that exists independently and has the relationship of a "controlling and subordinate company" and "having made investment in each other".

A company which holds a majority of the total number of the outstanding voting shares or the total amount of the capital stock of another company is considered the controlling company, while the said another company is considered the subordinate company. In addition to the relation set forth in the preceding Paragraph, if a company has a direct or indirect control over the management of the personnel, financial or business operation of another company, it is also considered the controlling company, and the said another company is considered the subordinate company.

“Where a majority of executive shareholders or directors in a company are contemporarily acting as executive shareholders or directors in another company”,” Where a majority of the total number of outstanding voting shares or the total amount of the capital stock of a company and another company are held by the same shareholders” shall be concluded as the existence of the controlling and subordinate relation.

In the event that any of the foreign contractors is merged or acquired by a third party, the foreign contractors shall notify ICPO of Ministry of Economic Affairs of such merger or acquisition and the identity of the third party within 10 days. The foreign contractor shall ensure that the third party undertakes all obligations of the foreign contractors under this Agreement.

除經有經濟部工合小組事前書面核准外，國外工合承商不得將其於本協議書下之權利、義務之全部或一部轉讓予第三人。

雖有第 6.1 條之規定，國外工合承商仍得自行安排由其關係企業執行任何特定之個案計畫。

國外工合承商應事前取得工合小組之書面許可，始得安排由非關係企業執行任何特定之個案計畫。

本協議書所稱之「關係企業」，係指獨立存在而相互間具有「控制與從屬關係之公司」、「相互投資之公司」關係之企業。

公司持有他公司有表決權之股份或出資額，超過他公司已發行有表決權之股份總數或資本總額半數者為控制公司，該他公司為從屬公司。另外，公司直接或間接控制他公司之人事、財務或業務經營者亦為控制公司，該他公司為從屬公司。

「公司與他公司之執行業務股東或董事有半數以上相同者」、「公司與他公司之已發行有表決權之股份總數或資本總額有半數以上為相同之股東持有或出資者」，推定有控制及從屬關係。

倘若國外工合承商被第三人依法定程序合併或收購，國外工合承商應於 10 日內將該合併或收購之情事及該第三人之身分通知經濟部工合小組。國外工合承商應確保該第三人概括承擔國外工合承商依本協議書應盡之一切義務。

Article 7.

第 7 條：

Development, Improvement and Invention

【發展、改良及發明】

The foreign contractors shall notify ICPO of Ministry of Economic Affairs in writing of any new development, improvement, invention as well as market opportunity included in the ICP.

國外工合承商應隨時以書面通知經濟部工合小組任何涵蓋於個案計畫內之新發展、改良、發明及市場機會。

Article 8.

第 8 條：

Effective Date

【生效日期】

This Agreement shall be signed in writing by both Industrial Development Bureau and the foreign contractors and shall take effect and be implemented at the same time as the foreign contractors sign the procurement project.

本協議書於工業局與國外工合承商雙方先完成書面簽署，但於國外工合承商嗣後完成本購案契約簽署時，同時生效並開始執行。

Article 9.

第 9 條：

Termination

【終止】

This Agreement shall terminate when the foreign contractors complete the ANNEX II – the "ICP Plan" of this Agreement and, meanwhile, is closed upon approval by ICPO of Ministry of Economic Affairs.

本協議書應於國外工合承商完成本協議書附件 2-「工業合作個案計畫書」後，且經經濟部工合小組核定結案時終止。

## Article 10

### 第 10 條

#### 【Performance Bond and Punitive Liquidated Damages】

#### 【履約保證金以及懲罰性違約金】

To ensure the full and proper execution of this Agreement, the foreign contractor of the industrial cooperation within 2 weeks after the Agreement enters into effect shall pay the industrial cooperation contract performance bond (hereinafter referred to as the “Industrial Cooperation Bond”) of US\$ \_\_\_\_\_ which is equivalent to the total cost of the project. The amount of the above-mentioned Industrial Cooperation Bond shall also be the upper limit of liquidated damages for the foreign contractor.

The payment of the Industrial Cooperation Bond shall be made in the manner of irrevocable standby letters of credit issued or confirmed by the bank as approved by IDB. The payment of the Industrial Cooperation Bond shall be made in the manner of irrevocable standby letters of credit issued or confirmed by the bank approved by IDB. The Industrial Cooperation Bond shall be refunded without deduction of interests (the amount deducted from the Bond due to any breach of the Agreement shall not be refunded) within 6 months upon the foreign contractor of industrial cooperation bearing the maximum amount of the Performance Bond fully implements and completes all industrial projects within the scheduled performance period of this Agreement and the ICPO of the Ministry of Economic Affairs completes the reviewing and confirms the results of the project with “no further issues to be resolved.”

The forfeiture or deduction of the Performance Bond does not exempt the foreign contractor of the industrial cooperation from the obligation to complete the industrial cooperation project plan.

國外工合承商為擔保本協議書之執行，應於本購案契約生效後 2 週內繳交工合計畫履約保證金（以下簡稱「工合保證金」）金額\_\_\_\_\_美金，即相當於本購案工合總成本。前揭工合計畫履約保證金，亦作為國外工合承商之違約金上限。

工合保證金應以不可撤銷擔保信用狀繳納，並由工業局認可之銀行開發或保兌，該工合保證金須為最高額違約金金額；國外工合承商於本協議書履約期限內執行完成所有工合個案計畫，並經經濟部工合小組審議同意工合計畫結案，且「無待解決事項」後6個月內，無息返還履約保證金（但如已有違約而扣抵者，已扣抵之金額不再發還）。

保證金之沒入或扣抵並不免除國外工合承商應完成工業合作個案計畫之義務。

## Article 10.1

### 第 10.1 條

#### 【Penalties】

#### 【罰則】

The foreign contractor of the industrial cooperation shall implement the industrial cooperation project in accordance with the project plan. Any overdue or breach of agreement shall be handled accordingly as follows:

1. Document submission (for all documents that should be submitted after the signing of the agreement): A penalty of US\$\_\_\_\_\_ for each day overdue.
2. If the foreign contractor of the industrial cooperation fails to fully complete the project within the performance period specified in this Agreement, it shall pay the punitive liquidated damages in accordance with the following provisions:
  - (1) If the achieving rate is less than 10% of the overall tasks agreed to be implemented for the project, the punitive liquidated damages payable shall be the total amount of such liquidated damages.
  - (2) If the achieving rate is more than 10% of the overall tasks agreed to be implemented for the project, the punitive liquidated damages payable shall be calculated as the percentage of the unfinished parts to the overall tasks agreed, multiplied by the total amount of liquidated damages.

國外工合承商應依工合個案計畫書執行工合計畫，逾期或違約處理如下：

1. 文件繳交（簽約後所應繳交之各項文件）：每逾期1日，按美金\_\_元計罰。
2. 國外工合承商未於本協議書規定之履行期間內完成工合計畫者，應依下列規定給付懲罰性違約金：

(1)如執行比率未達工合個案計畫書承諾之 10%時，其懲罰性違約金為違約金總金額。

(2)如執行比率達工合個案計畫書承諾之 10%以上時，其懲罰性違約金之計算應以未執行部分占總承諾計畫之百分比，乘以違約金總金額計算之。

## Article 11

### 第 11 條

**【Performance Status as the Reference for Contractor Selection for Future Projects】**

**【履約狀況提供未來採購案參考】**

The ICPO of the Ministry of Economic Affairs may share the performance status of the foreign contractor of the industrial cooperation of this Agreement with all relevant government agencies of the Republic of China for their reference check of contractors for future projects.

經濟部工合小組得將國外工合承商執行本協議書之狀況，分送予中華民國所有相關政府機關，作為其未來辦理採購案徵信之參考。

## Article 12

### 第 12 條

[Export Control and Legal Compliance]

**【出口管制及法律遵守】**

The foreign contractor of the industrial cooperation shall undertake to abide by the relevant laws and regulations of the Republic of China. Both Parties also acknowledge that the contents of some of the industrial cooperation projects shall comply with the export control laws and regulations of the concerned countries.

國外工合承商承諾將遵守相關之中華民國法令規定。雙方當事人認知，部分工合個案計畫之內容應須配合遵守相關國家之出口管制法規。

## Article 13

### 第 13 條

**【Notice】**

**【通知】**

Any notices specified or permitted to be sent in accordance with this Agreement shall be delivered to the following address by mail, e-mail, hand delivery or facsimile and shall become effective upon the delivery.

The following addresses may be amended at any time by notifying the other Party in the manner specified in the provisions of this Article.

依本協議書所規定或許可發送之任何通知，應以信件寄送、電子郵件、專人送交或傳真方式送達至下列地址，並於送達時生效。

下列地址得隨時依本條規定通知其他當事人予以變更。

To Contractor:

致國外工合承商：

Attention to:

收件人：

Address:

地址：

Tel:

電話：

Fax:

傳真號碼：

Email:

電子郵件地址：

To ICPO:

致經濟部工合小組：

Attention to:

收件人：

Address:

地址：

Tel:

電話：

Fax:

傳真號碼：

Email:

電子郵件地址：

## Article 14

### 第 14 條

#### 【Revision and Waiver】

#### 【修訂及棄權】

This Agreement may only be revised with a written consent signed by both Parties.

The validity of the expression of the intent of the dialogue.

The failure of either of the Parties to implement any of the terms of this Agreement does not constitute a waiver of its right to implement the very terms in the future or a waiver for requesting with a reasonable notice to correct any breach of agreement that has never been looked into in the past during the execution of this Agreement.

本協議書僅得以經雙方當事人簽署之書面文件變更。對話之意思表示之效力。任一方當事人未執行本協議書任一條款，並不構成該當事人放棄以後執行本協議書各條款之權利，或放棄以合理之通知要求改正以往未加追究之違約情事之權利。

## Article 15

### 第 15 條

#### 【Severability of Provisions】

#### 【條文之可分割性】

If any of the clauses of this Agreement is deemed illegal, void or unenforceable, the other clauses of this Agreement shall not be thereby affected in any manner.

倘若本協議書之任何條款被認為非法、無效或無執行力，本協議書之其餘條款並不因此受有任何影響。



## Article 16

### 第 16 條

#### 【Titles and the Language】

#### 【標題、語言】

The titles of this Agreement are for the convenience of reading and do not affect the interpretation of the contents of the terms.

This Agreement shall be executed in English. The notice stipulated in Article 18 and all other statements and communications made between both Parties shall be in English.

The period mentioned in this Agreement expressed in days shall be calculated in calendar days, but if the last day of the period concerned falls on a Sunday or a public holiday, such last day shall be postponed to the next working day instead.

本協議書之標題係為方便閱讀之用，並不因標題而影響條款實質內容之解釋。本協議書應以英文簽署。第 18 條規定之通知及雙方當事人間之一切其他陳述及通訊，應以英文為之。

本協議書中所稱之期間若以日數表示者，以曆天計算之，但期間之末日如恰為星期日及例假日，則順延至次一工作日代之。

## Article 17

### 第 17 條

#### 【Governing Law】

#### 【準據法】

The execution and interpretation of this Agreement shall be governed by the laws of the Republic of China.

本協議書之執行及解釋以中華民國法律為準據法。

## Article 18

### 第 18 條

#### 【Dispute Resolution Procedure】

#### 【爭議處理程序】

If the foreign contractor of the industrial cooperation has any doubts about the interpretation or application of the provisions of this Agreement, it shall first request it in writing with the ICPO of the Ministry of Economic Affairs to provide written explanations and clarifications which would become definitive and binding if the former does not submit the written objection (specifying the reasons of the objection) to the latter within 14 days after receiving the letter or e-mail containing the written explanation and clarifications. If an objection is raised by the foreign contractor of the industrial cooperation within the above-mentioned 14-day period, both Parties shall commence a 60-day negotiation in good faith specified in the next Paragraph of this Article.

All disputes arising from or related to this Agreement shall be recorded in writing and served to notify the other Party who shall respond in writing within 30 days after receiving such written notice from the Party indicating the dispute and do its best to negotiate in good faith with each other within 60 days.

In the event of any disputes arising from or related to this Agreement, if a mutual consent cannot be reached by both Parties after the 60-day negotiation period mentioned in the preceding Paragraph, the Party indicating the dispute is entitled to submit application to the Chinese Arbitration Association, Taipei for arbitration to resolve such dispute.

The arbitration shall be conducted in accordance with the Arbitration Law of ROC and the Arbitration Rules of the Chinese Arbitration Association, Taipei. The language of the arbitration proceedings shall be conducted in Mandarin. The arbitration tribunal shall be composed of two arbitrators respectively selected by each of the Parties and a chairman jointly nominated by such two arbitrators. If the arbitrators selected by both Parties fail to jointly nominate the chairman within 30 days, the Chinese Arbitration Association, Taipei shall select the chairman by itself.

國外工合承商如對本協議書規定之解釋或適用有疑問，應先以書面要求經濟部工合小組提供書面之釋示。國外工合承商如於收受經濟部工合小組之書面釋示後（以實體郵件或電子郵件送達均屬之），未於 14 天內向經濟部工合小組提出異議書並附具理由者，經濟部工合小組所為之書面釋示即為確定，並具有約束

力。如在 14 日內有提出異議，則進入本條次項之 60 日誠信協商期。  
因本協議書而生或與其有關之一切爭議，均應以書面記錄並送達通知他方當事人。他方當事人應於收受對方之書面通知後 30 日內以書面提出回應，並本於誠意盡力於 60 日內進行協商。

因本協議書而發生爭議，或與本協議書有關之任何爭議，若經過前項之 60 天協商期滿仍無法達成協議時，則提出爭議之一方當事人有權將爭議提交中華民國仲裁協會以仲裁解決爭議。

仲裁進行悉依中華民國仲裁法及中華民國仲裁協會之仲裁規則進行之。仲裁程序之語言以中文進行，仲裁庭之組成應由當事人各選定一名仲裁人，再由雙方推舉之仲裁人共推主任仲裁人，如雙方推之仲裁人不能於 30 日內共推主任仲裁人時，由中華民國仲裁協會代為選任主任仲裁人。

## Article 19

### 第 19 條

#### 【Complete Agreement】

#### 【完整合約】

This Agreement and all of its attachments constitute a complete contract between both Parties and supersedes all prior oral negotiation or written communication between both Parties on the subjects of this Agreement.

All the attachments of this Agreement are an inseparable part of this Agreement.

If there is any conflict, inconsistency or contradiction between the terms of this Agreement and the contents of the attachments, the terms of this Agreement shall prevail.

本協議書及其所有之附件構成當事人間之完整合約，並以此份書面協議書取代先前雙方當事人間就本協議書標的所為之一切口頭協商或書面通訊。

本協議書之所有附件為構成本協議書不可分部分。

本協議書之條款與附件內容如有任何牴觸、不一致或矛盾之情形，一概以本協議書之條款為優先。