

COOPERATION AGREEMENT

The Department of Investment Services, domiciled at 8th Floor, No. 71, Guancian Road, Taipei, duly represented by Mr. Berton B. C. Chiu, Director General, DOIS, hereinafter referred to as **DOIS**; and the Private Investment Promotion Agency of Peru, domiciled at Av. Paseo de la República N° 3361, 9th Floor, San Isidro, duly represented by Mr. René Cornejo Díaz, Executive Director, Proinversion, identified with National Identification Card N° 07189444, appointed by Ministry Resolution No. 180-2004, EF/10, hereinafter referred to as **PROINVERSION**, under the terms and conditions established in the next paragraphs, have agreed as follows :

ARTICLE ONE: PARTIES

PROINVERSION, is the Peruvian State Agency in charge of elaborating, proposing, and executing national policy on private investment in harmony with the Government's economic plans and integration policy. **PROINVERSION** is also in charge of defining the execution of private investment projects which help to attract potential investor's interest in Peru, according to the studies previously made.

One of **PROINVERSION**'s duties is to organize and coordinate, with other private and public entities, the promotion of events for the promotion of private investment, in Peru and abroad, in order to attract investment inflows.

The **Department of Investment Services**, is an agency of the Ministry of Economic Affairs of Taiwan, responsible primarily for promoting foreign investment and technical cooperation between domestic and foreign companies, assisting domestic companies to invest abroad. Other important **DOIS**' s duties are: the promotion of investment projects, removal of investment obstacles, and the promotion and liaison regarding bilateral and multilateral investment matters.

ARTICLE TWO: OBJECTIVE

THE PARTIES acknowledge that there is a strong potential synergy between their activities and objectives, and that the cooperation between both organizations would be very beneficial to their mutual objectives.

In that sense, **THE PARTIES** agree that the objective of this Agreement is to cooperate, without exclusiveness, on matters of their own interest and in efforts to promote investment between the countries of **THE PARTIES**, through the joint execution of pertinent programs and activities.

ARTICLE THREE: COOPERATION AREAS

Within the framework hereof and subject to prioritization of activities and availability of funds in both organizations, **THE PARTIES** commit to developing the following cooperation areas:

a. Promotion of entrepreneurial cooperation

PROINVERSION and **DOIS** will disseminate in the entrepreneurial sector of their respective countries information on investment and business opportunities in the other party's country, as well as the possible beneficial effects that may derive from long-term cooperation and associations between **THE PARTIES**.

With that purpose, both organizations will develop events, meetings, business missions, conferences and publications, as well as the identification and promotion of specific investment projects.

b. Supply of information

PROINVERSION and **DOIS** will engage in the exchange of every information useful to promote successful cooperation between **THE PARTIES**, in particular, the information on investment procedures, entrepreneurial resources, legal framework and investment opportunities, already existing and new ones.

For that purpose, both organizations will exchange the information they have, mainly on the following matters:

- Political and economic environment for investments.
- Incentives for investments and governmental programs.
- General legal framework for investments, including specific legislation on the establishment of companies and joint ventures.
- Tax and customs regimes.
- Market information for goods and services.

- Infrastructure and public utilities.
- Skill and cost of workforce.
- Financing sources.
- Banking services.
- Information on specific industrial sector or companies previously selected by both organizations.
- Investment projects.

c. Identification of business partners

PROINVERSION and **DOIS** will seek the identification of potential business partners in their respective countries. This task particularly includes:

- Development of a cooperation concept and approach to search a business partner.
- Identification of business partners and assistance in the selection process.
- Assistance during the implementation of projects in order to remove unfair and unreasonable bureaucratic delays.

d. Additional activities

In order to implement successfully the activities described in items a) and c), **DOIS** and **PROINVERSION** – each one within their scope of authority– may carry out additional activities, which may include, among others, the development of specific programs, organization of promotional events or advisory services for companies located in the countries of **THE PARTIES**.

PROINVERSION and **DOIS** will make best efforts to supply to each other, relevant information about Peruvian and Taiwanese companies seeking to develop any project and looking for Peruvian or Taiwanese partners, as the case may be.

THE PARTIES will help each other within their possibilities and scope of authority. They will provide, without exclusiveness, any other form of cooperation they deem of mutual interest.

Each joint action must be planned and agreed by **THE PARTIES**, when necessary and on a case-by-case basis.

ARTICLE FOUR: ADDITIONAL COMMITMENTS OF THE PARTIES

Without prejudice to Article Three, **THE PARTIES** will promote meetings, and any other form of collaboration among their officers, in order to improve the reciprocal knowledge and to examine, in detail, the possibility of developing joint technical assistance and activities related to investment matters.

ARTICLE FIVE: ADDITIONAL AGREEMENTS

THE PARTIES, by common consent, may extend the scope hereof or subscribe complementary agreements, in order to include the development, jointly or individually, of activities, commitments or actions not included herein.

ARTICLE SIX: IMPLEMENTATION OF COOPERATION AREAS

DOIS and **PROINVERSION**, by common consent, will establish necessary guidelines for the execution and development of each Cooperation Area stated in the foregoing Article Three.

ARTICLE SEVEN: COORDINATORS

In order to achieve an efficient execution of this Agreement, each Party will appoint a coordinator to the other Party.

The appointment of coordinators will be made in writing, and any further change of them will be notified as soon as possible on the domicile set out in the introductory paragraph hereof.

ARTICLE EIGHT: COMMUNICATIONS

Every communication that **THE PARTIES** may address to each other, by virtue hereof, must be made in writing.

ARTICLE NINE: RECIPROCAL EXONERATION

Since the objective of the reciprocal collaboration is supporting entrepreneurs' efforts in the respective countries of **THE PARTIES**, **PROINVERSION** and **DOIS** declare reciprocal exoneration of all responsibility for any business generated as a result of **THE PARTIES'** performance of this Agreement.

ARTICLE TEN: VALIDITY

This Agreement will be take effect on the date of execution by THE PARTIES and will be valid for one (01) year, as from the signature date, and be automatically extended by successive periods of one year, unless THE PARTIES send a written notice to the other Party informing on his/her desire to terminate it, at least ninety calendar days before the expiration date.

IN WITNESS WHEREOF, the undersigned have subscribed this Agreement.

Signed in the english language.

Department of Investment Services

PROINVERSIÓN

B C Chiu

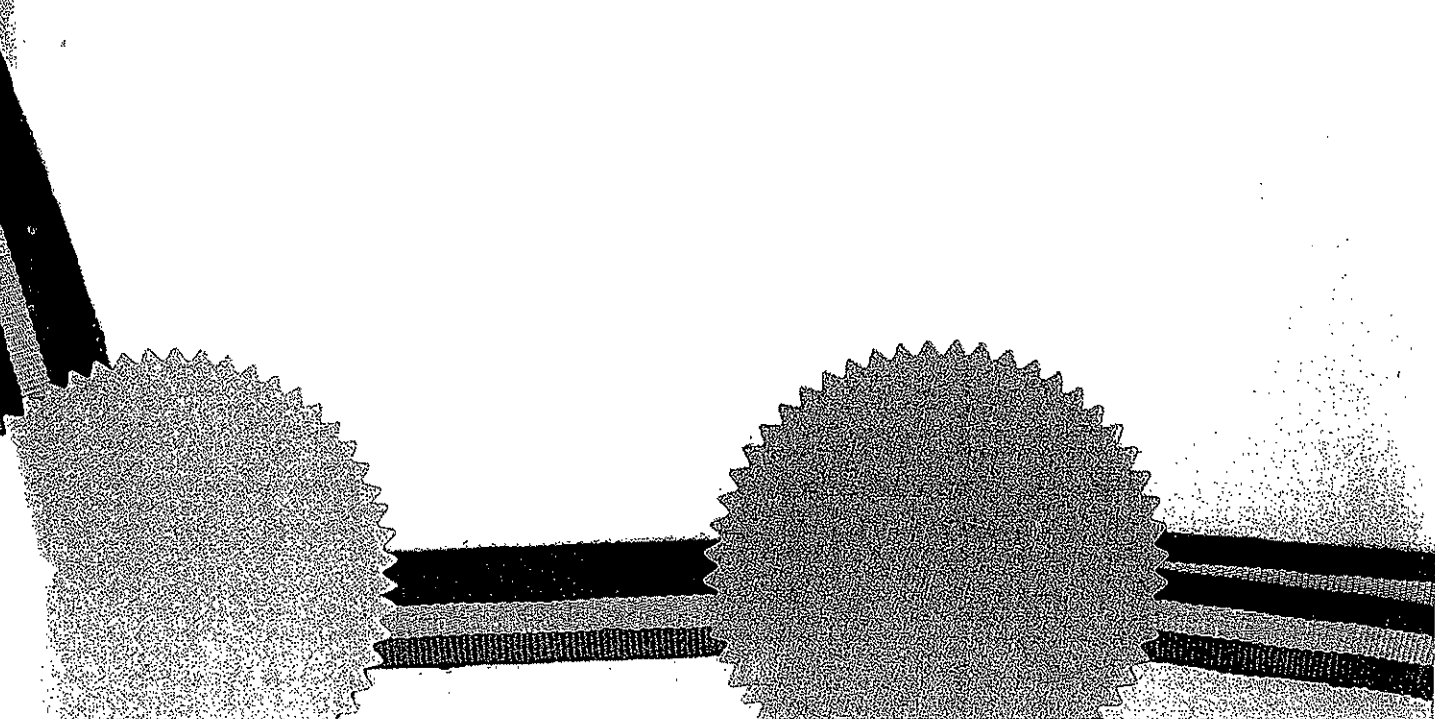
[Signature]

Mr. Berton B. C. Chiu
Director General

Mr. René Cornejo Díaz
Executive Director

Date *Nov. 22. 2006*

Date *Dec. 19. 2006*



(中譯)

合作協定

投資業務處，地址為台北市館前路 71 號 8 樓，代表人為邱柏青處長 (以下稱 DOIS)；與秘魯投資促進局，地址為 Av. Paseo de la República NO. 3361, 9th Floor, San Isidro，代表人為執行董事 René Cornejo Díaz，國民身分證字號為 07189444，經由第 180-2004 EF/10 號部會決議所指派 (以下稱 PROINVERSION)，基於下列之條件及條款，爰協議如下：

第一條 雙方

PROINVERSION 為秘魯國家行政機關，負責計畫、提出及執行民間投資相關國家政策，以配合政府經濟計畫及整合政策。PROINVERSION 亦根據先前之研究成果，負責制訂民間投資計畫，以吸引對秘魯有興趣之潛在投資者。

PROINVERSION 職責之一，係與其他民間及公家機關合作並籌劃於秘魯國內或國外推動相關投資宣傳活動，以吸引外資投入。

投資業務處係隸屬台灣經濟部之行政機關，主要負責促進外國投資及本國與外國公司之技術合作、協助國內公司赴海外投資。DOIS 其他重要職掌為：促進投資計畫、排除投資障礙及促進並聯繫雙邊與多邊相關之投資事務。

第二條 目的

雙方均認知雙方之活動及目的具潛在強大的協同作用，且雙方之合作有利於彼此之共同目的。

因此，雙方同意本協定之目的，係就雙方關切事項全面合作，並透過共同執行相關之計畫及活動，致力推動兩國間投資。

第三條 合作領域

在本協定之架構下，根據雙方活動之優先順序及可動用的資金範圍內，雙方承諾進行下列合作領域：

a. 推動企業合作

PROINVERSION 及 DOIS 將向國內企業宣導另一國之投資與商業機會資訊及因雙方長期合作及聯合下可獲取之可能利益。

基於此目的，雙方將發展活動、會議、商業訪問團、研討會與出版品，以及發掘與推動特定投資計畫。

b. 資訊之提供

PROINVERSION 及 DOIS 將進行任何有益於促進雙方成功合作之資訊交換，尤其是已經存在及新的關於投資程序、企業資源、法律架構及投資機會之資訊。

基於此目的，雙方將主要就下列項目交換其各自所有之資訊：

- 投資之政治及經濟環境。
- 投資獎勵措施與政府計畫。
- 一般投資法律規定，包括設立公司與合資企業的特別法律。
- 稅賦及海關體制。
- 商品及勞務之市場資訊。
- 基礎建設及公共事業。
- 勞動技能及成本。
- 金融資訊。
- 銀行服務。
- 雙方事先選定之特定產業或公司之資訊。
- 投資計畫。

c. 發掘商業夥伴

PROINVERSION 及 DOIS 將發掘各自國內具潛力之商業夥伴。此項任務尤其包括：

- 發展並尋求商業夥伴之合作構想及方式。
- 發掘商業夥伴並協助進行篩選。
- 協助執行合作案以排除因不公平及不合理之行政延誤。

d. 其他活動

為成功執行前述 a 與 c 項各項活動，DOIS 及 PROINVERSION 在其職權範圍內，得舉辦其他活動，其中得包括開發特定計畫，或為雙方國內公司籌劃促銷活動及提供諮詢服務。

PROINVERSION 及 DOIS 將盡最大的努力，互相提供秘魯及台灣公司尋求開發計畫及投資夥伴之相關資訊。

雙方在其能力及職權可能範圍及領域相互協助，提供任何雙方均有利之合作方式。

任何聯合活動，如有需要且依個案情形而定，須經雙方研議及同意。

第四條 雙方其他承諾

在不抵觸第三條下，雙方將推動雙方官員間之會議及任何形式之合作，以增進彼此間之瞭解或有助於促成投資案之相關技術協助與合作。

第五條 附加協定

雙方為擴大本協定之領域，得協議擴大協定範疇或另簽署補充協定，以涵括未列入本協定之個別或集體活動、承諾或行為。

第六條 合作領域之執行

DOIS 及 PROINVERSION 將協議建立前述第三條所列合作領域相關執行與發展所需之準則。

第七條 協調窗口

為有效執行本協定，各方將各自指定協調窗口。

協調窗口應以書面指定，未來任何有關於協調窗口之變動應儘速將該通知送達於他方在本協定前言中所提之地址。

第八條 通訊

雙方於本協定內，任何欲向另一方提出之訊息，須以書面為之。

第九條 免責條款

有鑑於相互合作之目的係為協助雙方國家之企業，PROINVERSION 及 DOIS 聲明互相免除任何因履行本協定所衍生之商業責任。

第十條 效期

本協定自雙方簽署之日起生效，效期為 1 年，除非任一方於效期屆滿 90 天前以書面通知他方終止之，本協定自動逐次續延 1 年。

為此，雙方代表爰簽署本協定。

本協定以英文簽訂之。

投資業務處

秘魯投資促進局

邱柏青

處長

日期

René Cornejo Díaz

執行董事

日期