

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Crowell & Moring International, Ltd.

2. Registration Number

3988

3. Name of Foreign Principal

the International Trade Administration, Ministry of Economic Affairs of the Republic of China ("TITA")

Check Appropriate Box:

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 08/22/2024
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant will advise and consult with the foreign principal on trade and economic development in the United States, including the development and implementation of plans for the comprehensive conduct of trade relations with the Government of the United States.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant will provide comprehensive trade and economic consulting services to the Ministry of Economic Affairs of the Republic of China. This will include trade policy and analytical studies, negotiating strategies, and lobbying. Activities may also include research and the preparation and dissemination of letters, memoranda, lectures and speeches to public officials, and government agencies.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Registrant will provide the foreign principal with consulting services and engage in activities directed toward U.S. government agencies. Meetings with U.S. government officials will be scheduled, and letters, memoranda, lectures and speeches may be prepared as part of registrant's efforts to establish plans for the comprehensive conduct of trade relations between Taiwan and the United States.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes No N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes No

N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes No

N/A - This statement is filed to update the registrant's agreement/contract with the foreign principal.

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value
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¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
10/04/2024	Myung wang	<input data-bbox="889 457 959 485" type="text" value="Sign"/> /s/Myung wang
_____	_____	<input data-bbox="889 541 959 581" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 630 959 669" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 718 959 758" type="text" value="Sign"/> _____

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

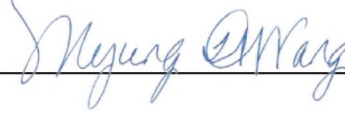
Date

Printed Name

Signature

October 3, 2024

Myung Wang



Myung Wang

C&M INTERNATIONAL LLC
————— Crowell & Moring —————

CONSULTING AGREEMENT

This document shall serve as an agreement (the “Agreement”) between the Ministry of Economic Affairs of the Republic of China, and Crowell and Moring International LLC (hereinafter referred to, individually as “MOEA” and “C&M International” consulting firm respectively, or collectively as “Parties”), regarding the engagement by which C&M International will provide MOEA with consulting and advisory services as set forth in this Agreement.

1. Retention. C&M International’s client under the Agreement will be MOEA, for which the Economic Division of the Taipei Economic and Cultural Representative Office (“TECRO”) may act in Washington, D.C., U.S.A.
2. Performance conditions. C&M International shall provide the professional services indicated in the attached Annex: Scope of Work for the training of MOEA officials. Should there be any modifications to the services provided, C&M International shall discuss with the Economic Division of the Taiwan Economic and Cultural Representative Office (TECRO) and reach agreement in advance.
3. Performance representation. C&M International represents that it is properly experienced, properly qualified, registered, licensed, equipped, organized, and financed to perform the Services in compliance with the terms of this Agreement.
4. Fees and Expenses.
 - a. MOEA shall pay C&M International a fee at a rate of \$80,000 for services provided in accordance with the timeline indicated in the attached Annex: Scope of Work. Payments will be made according to the following schedule of three equal payments: 1) \$26,666.68 invoiced by September 29, 2024 to request payment; an additional \$26,666.68 invoiced by October 30, 2024 to request payment; and the final \$26,666.64 invoiced within 5 working days after providing the final evaluation of each student to request payment.
 - b. C&M International shall provide an invoice with a description of the services provided. For the final invoice, C&M International shall provide a description of the services provided in the virtual and in-person course, as well as a final evaluation of each student.
5. Term.
 - a. The term of this Agreement shall be from the date the tender is awarded through December 6.
 - b. In the event of force majeure during the performance of the contract, where such circumstances are beyond the control of C&M International and not attributable to its actions, C&M International shall, upon the occurrence or cessation of such event, promptly submit supporting evidence in writing to TECRO to request an extension of the term. Upon review of the situation, the extension may be granted by TECRO in writing, with no penalties for delayed performance. For events lasting less than half a day, the extension shall be counted as half a day; for events exceeding half a day but less than a full day, the extension shall be counted as one full day.
6. Relationship.
 - a. The parties have entered this Agreement as independent contractors, and no principal-agent or other relationship is created hereby. Each party is authorized to disclose this Agreement as such party may deem necessary or appropriate to comply with applicable laws, rules or government orders.

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b. C&M International hereby agrees for itself, and on behalf of its officers, directors, employees, and agents, that it will use its best efforts to maintain the confidentiality of all non-public information regarding MOEA in connection with the performance of services to be provided by the firm hereunder specified; however, that C&M International may disclose information as required by law or by judicial, administrative or Congressional process so long as C&M International shall provide MOEA reasonable advance notice of disclosure pursuant to such process.

c. During the term of this Agreement, C&M International will not enter the employ of or contract with the government of the 'People's Republic of China' or any entity of the government of the 'People's Republic of China.' Furthermore, C&M International and MOEA recognize the need to avoid conflict between C&M International's activities on behalf of its other clients and the interest of MOEA (including MOEA's interest in not having C&M International enter the employ of or contract with people or entities which, although not the government of the 'People's Republic of China' or an entity of the 'People's Republic of China', are controlled by the government of or an entity of the 'People's Republic of China'), as well as a conflict between C&M International's activities on behalf of MOEA and the interests of C&M International's other clients. C&M International and MOEA each agrees to identify any such potential conflict at the earliest possible opportunity and to bring the matter to the attention of the other party.

7. Legal Advice. C&M International is not engaged in the practice of law, and will not provide legal advice or services to MOEA. MOEA will not be treated as a client of its affiliated law firm, Crowell & Moring LLP, nor is Crowell & Moring LLP a party to this Agreement. Crowell & Moring LLP attorneys may from time to time be asked to assist in providing advice, but will do so in a non-legal capacity only. Thus, the attorney-client privilege, conflict of interest and other professional ethics provisions applicable only to lawyers and their clients do not apply to the relationship established by this Agreement. In this regard, MOEA agrees to not assert a conflict of interest or a potential conflict of interest in the event Crowell & Moring LLP represents a client adverse to MOEA. Should matters arise requiring legal counsel, MOEA may select whatever counsel it desires. If Crowell & Moring LLP is retained as legal counsel for MOEA, a separate retention agreement is required.

9. Governing Law. The terms and provisions of this Agreement shall be interpreted in accordance with, and governed by, the laws of the District of Columbia and the United States of America, without giving effect to conflict of laws principles.

CROWELL & MORING INTERNATIONAL LLC

MINISTRY OF ECONOMIC AFFAIRS (MOEA),
GOVERNMENT OF THE REPUBLIC OF CHINA

By: _____

Joseph Diamond
Chair, Global Life Sciences
C&M International LLC

Date: _____

22 August, 2024

By: _____

Jyh-Huei Kuo
Minister
Ministry of Economic Affairs (MOEA)

Date: _____

C&M INTERNATIONAL LLC

— Crowell & Moring —

顧問合約

中華民國經濟部與 Crowell and Moring International LLC（以下分別簡稱「經濟部」與「C&M 國際」，或共稱「雙方」）針對 C&M 國際提供顧問與諮詢服務事項，簽訂本合約並同意如下：

- 聘任：**本合約 C&M 國際之委託人為經濟部（以下簡稱委託人），並得由位於美國華盛頓特區之駐美國代表處經濟組（以下簡稱 TECRO）代其執行。
- 履約條件：**C&M 國際應提供「附件：工作範圍」所列之專業服務。針對工作範圍之調整，C&M 國際應事先與駐美國代表處經濟組聯繫並取得同意。
- 績效呈現：**C&M 國際代表其擁有足夠的經驗、資格、證照、執照、條件、組織和財務，以履行本合約條款之服務。
- 服務費及相關費用：**
 - 委託人應支付 C&M 國際 80,000 美元 (US\$80,000) 之服務費，該款項於完成各時程之工作範圍後，依據以下時程分三期完成付款：第一期將由 C&M 國際於 2024 年 9 月 29 日前提交委託人原始單據，請撥支付 26,666.68 美元 (US\$26,666.68)；第二期將由 C&M 國際於 2024 年 10 月 30 日前提交委託人原始單據，請撥支付 26,666.68 美元 (US\$26,666.68)；尾款將由 C&M 國際於提供學員期末評量成績後 5 個工作天內提交委託人原始單據，請撥支付 26,666.64 美元 (US\$26,666.64)。
 - C&M 國際應於提交委託人原始單據時同時提供服務內容摘要。尾款部分應另提供學員在線上與實體訓練課程之評量。
- 期限：**
 - 本合約有效期自決標日起至 2024 年 12 月 6 日。
 - 合約履約期間，有不可抗力之事故，且確非可歸責於 C&M 國際之情形，應於事故發生或消失後，檢具事證，儘速以書面向 TECRO 申請展延履約期限。TECRO 得審酌其情形後，以書面同意延長履約期限，不計算逾期履約金。其事由未達半日者，以半日計；逾半日未達 1 日者，以 1 日計。
- 關係：**
 - 合約雙方各以獨立機構身分簽署本合約，並不因此建立代理或其他關係。任何一方在需遵守相關法律、法規或政府命令時，得公開本合約。
 - C&M 國際代表其自身、其幕僚、主管、董事、員工和代理人，同意在執行服務時，對於相關之所有非公開的委託人資訊，將盡最大努力予以保密。但 C&M 國際可在法律、司法、行政和國會程序要求下公開資訊，惟需在公開資訊前之一定合理時間內通知委託人。
 - 在合約期間，C&M 國際不得與「中華人民共和國」或「中華人民共和國」的任何政府機

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關成立僱傭關係或簽署合約。C&M 國際和委託人皆體認有必要避免 C&M 國際代表其他委託人採取之行動與委託人的利益發生衝突（委託人的利益包括不容許 C&M 國際與雖非「中華人民共和國」政府或「中華人民共和國」所屬實體，但卻由「中華人民共和國」政府或其所屬機關控制之人士或實體建立僱傭關係或簽署合約）；也應避免 C&M 國際代表委託人進行之活動與其他委託人的利益發生衝突。雙方同意應盡快辨識此種潛在衝突，並告知對方。

7. 法律諮詢: C&M 國際不從事法律業務，也不會向委託人提供法律意見或服務。作為 C&M 國際的客戶，委託人亦不會被視為 C&M 關聯律師事務所 Crowell & Moring LLP 的客戶。另外，Crowell & Moring LLP 不是本協議的當事方之一，但是 Crowell & Moring LLP 律師有可能不定時的被要求以非法律上職務提供協助。因此，律師客戶之間的保密特權、利益衝突和其他僅適用於律師及其客戶之間的職業道德規定不適用於本協議所建立的關係。在此方面，委託人同意，如 Crowell & Moring LLP 代表了與委託人利益對立的客戶，委託人不會提出利益衝突或潛在利益衝突的主張。如出現需要法律諮詢的事項，委託人可選擇其所期盼的任何法律顧問。聘請 Crowell & Moring LLP 為委託人的法律顧問需要單獨的聘任函。
8. 準據法: 本合約之條款及規定應受美利堅合眾國及哥倫比亞特區之法律解釋並適用該法律，但不適用法律衝突原則。

CROWELL & MORING
INTERNATIONAL LLC

簽字:

全球生命科學事務主席: Joseph Damond

日期:

22, August, 2024

簽字:



部長: 郭智輝

日期:

