## Facility Use and Collaboration Agreement

#### **BETWEEN**

### THE COLLEGE OF THE MARSHALL ISLANDS (CMI)

#### AND

#### TAIWAN TECHNICAL MISSION IN RMI

This FACILITY USE AND COLLABORATION AGREEMENT (Agreement) dated January 2022 is between the COLLEGE OF THE MARSHALL ISLANDS (CMI) P.O. Box 1258, Majuro, MH 96960 and TAIWAN TECHNICAL MISSION IN RMI P.O. Box 1168, Majuro, MH 96960 is established for the use of the College's facilities.

## The Parties agree as follows:

## The College of the Marshall Islands shall provide to the Taiwan Technical Mission in RMI the following:

- 1. Space sufficient for the implementation of a Plastic Recycling Project designed by the Taiwan Technical Mission in RMI at CMI Uliga Campus for a period of one year.
- 2. Construction of a suitable facility for the Plastic Recycling Project at the Uliga Campus as provided in the approved blueprint, attached as Appendix A.
- 3. Share the usage of the Waste Management Facility with the Taiwan Technical Mission in RMI for the sole purposes of implementing the Plastic Recycling Project for a period of twelve months after the completion of the construction of the facility and the installation of the machinery.
- 4. Provide the necessary management and labor required for the operation of the Plastic Recycling Project.

# In return for the above, Taiwan Technical Mission (TTM) in RMI shall provide to the College of the Marshall Islands the following:

- 1. All equipment and machinery required for the operation of the Plastic Recycling System at the College of the Marshall Islands.
- 2. Technical training and advice on how to operate and manage the Plastic Recycling System that will be installed in the Waste Management Facility.
- 3. After one year or (12-months) of operation, transfer full use of the Plastic Recycling System, including all assets purchased for this project and essential spare parts to the RMI Ministry of Education, Sports and Training (MOEST) who will further transfer all project assets to CMI.

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- 4. On going technical advice and assistance to CMI as required to maintain the project following the first year of implementation.
- 5. CMI will be provided with a 12 months technical consulting warranty as part of this Agreement.

## Liability

No liability will arise or be assumed during this partnership as a result of this Agreement.

#### Notice

Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified e-mail from an authorized representative from CMI or Taiwan Technical Mission in RMI.

Assignment

Neither party may assign or transfer the responsibilities or agreement made herein without prior consent of the non-assigning party, which approval shall not be unreasonably withheld.

Signed for and on behalf of the College of the Marshall Islands

Level laglic Date 1 25/2022

Dr. Irene J. Taafaki

President, College of the Marshall Islands

Signed for and on behalf of the Taiwan Technical Mission in RMI

Yen Jen Lin

Leader of Taiwan Tech. Mission in

Signed for and on behalf of the

Embassy of ROC (Taiwan) in RMI

RMI

Signed for and on behalf of the Ministry of Education Sports and Training

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Hon. Kitlang Kabua

Minister, Ministry of Education Sports and Training

Date 1 25 22

H.E. Jeffrey S. C. Hsiao

Ambassador, Embassy of the

Republic of China (Taiwan) in RMI