REQUEST FOR PROPOSAL (RFP)
BIOETHANOL MARKET EXPANSION IN TAIWAN

I. PROJECT DESCRIPTION AND BACKGROUND

The U.S. Grains Council (the Council) intends to retain a contractor (the Contractor) pursuant to this request for Proposal to conduct a project to study bioethanol market expansion in Taiwan.

Background:

The National Development Council (NDC) of Taiwan officially published “Taiwan’s Pathway to Net-Zero Emissions in 2050” in March 2022, and proposed "12 Key Strategies" at the end of the year to navigate Taiwan's path to decarbonization. In summary, the blueprint focuses on promoting the transition of energy, industry, lifestyle, and society through technological research and development and climate legislation.

According to the Ministry of the Environment's "2023 Greenhouse Gas Emissions Inventory Report,” Taiwan's transportation sector emitted 35.464 million MtCO2e of greenhouse gases in 2021, accounting for about 13% of the total emissions. Under the 12 Key Strategies, the government plans to decarbonize the transportation sector through the development of electric and carbon-free vehicles, which ensures all new vehicles on the market must be electric by 2040. Although carbon-free vehicles are included in the decarbonization strategy, neither an action plan nor a policy for expanding the use of ethanol is in place. Additionally, the government has not formulated an overarching policy for driving the maritime and air transportation GHG savings.

In 2007, the Ministry of Economic Affairs (MOEA) announced that it would work with CPC Taiwan and Taiwan Sugar Corporation to promote the E3 Pilot Program, and set up E3 trial stations, to introduce and expand low-carbon gasoline. It also implemented a price subsidy policy, with the price of E3 being $2 per liter lower than that of 95 unleaded gasoline. However, the program ended with declining usage of E3. The government has been reluctant to promote biofuels due to consumer concerns about engine damage as well as costs for ethanol imports and infrastructure upgrades.

Given the government’s failure in biofuel implementation, the transportation sector is striving towards net-zero emissions through electrification of vehicles and hydrogen power under the 12 Key Strategies. According to the estimate of the Ministry of Transportation and Communications (MOTC), nearly 57% of cars on the road will still be internal combustion engine vehicles by 2040 despite the long-term strategy and well-planned efforts for promoting electrification in coming years. Taiwan has set the 2025 carbon reduction goal of 4.87 million metric tons for the domestic transportation sector and heavily relies on the electrification and decarbonization of road vehicles and increased uses of public transportation as key strategies. However, research conducted by the Chung-Hua Institution of Economic Research (CIER), a think tank closely

associated with MOEA and commissioned by the Council's Taiwan office indicated that there would be a gap of 1.98 million metric tons between the set objective and potential carbon reduction effects generated from the current key strategies. The research further pointed out that Taiwan could bridge the gap by upgrading from E3 to E10 and fully rolling out E10 across local gas stations, instead of the current 14 stations. Aside from road transportation, there is also a rising local demand for Sustainable Aviation Fuels (SAF) from major domestic airline companies, including China Airlines and EVA Air. Both flight companies already set out goals for using SAF, varying between 5% and 10% of total aviation fuel use by 2035.

Derived from the abovementioned carbon reduction goals and industrial demands, the Council sees tremendous potential for ethanol market expansion for on-road and SAF applications in Taiwan. Yet, the negative user and policy experience caused by the introduction of E3 in 2007, which led to several incidents of car engine failure, still lingers in the Taiwanese public's mind and hence the reluctance of the Taiwanese government to advance the policy implementation of biofuels.

The Council aims to promote an E10 pilot program in the short term, and nationwide E10 coverage in the long run. In 2022, the total consumption of gasoline is 2.2 billion gallons. A nationwide implementation of E10 would require imports of about 220 million gallons of ethanol.

The Taiwan government, as well as the public, is sensitive to the debate about the use of corn for purposes other than food. Ethanol and bio-based products from corn are always exposed to concerns about food vs fuel. Japan has a low food self-sufficiency rate, and imports comprise most of the food it consumes. As a result, Taiwanese people are highly sensitive to issues of rising food prices, leading to a broad debate within Japan about the use of food crops to produce biofuels and bio-based products. This is a major reason that Japan is focusing research efforts on cellulosic ethanol technology, which is not seen to compete with food.

As the next stage and for further future, the Council aims at two layers of steps to take in introducing larger volume of U.S. bioethanol in Taiwan; 1) eliminate the specification restrictions, high tariff, maximum volume cap of U.S. ethanol in a short term, and 2) blending of bioethanol at E10 level in a long term. The Council has also begun expanding its promotion of U.S. ethanol as a major feedstock for sustainable aviation fuel (SAF), which the Council sees as an exciting new market opportunity with a significant future growth opportunity in Taiwan.

Objectives and Outlines of the Work:

The Council will work towards expansion of the use of bioethanol for fuel and new uses, targeting E10 direct blending in motor gasoline, developing the ethanol market for sustainable aviation fuel (SAF), and establishing the foundation for ethanol as a starting material for bio-based bio-economy products.

The project will include education of the relevant government and industry influencers through seminars targeted at various audiences, educational missions to the United States by opinion leaders and stakeholders, and attendance of Council staff at international and domestic conferences. These educational activities address the feasibility and benefits of U.S. bioethanol from environmental and economic viewpoints. The education would be conducted through initiatives by the Contractors. The activity may also put focus on public education on the benefits of U.S. bioethanol such as ethanol-related international conferences/workshops both in and outside of Japan. These conferences and workshops will help the Council conduct ethanol promotion in vehicle, aviation, and bio-economy uses of ethanol.

The project will promote and encourage the Taiwan government and the relevant industries to provide greater policy support for the use of ethanol as a renewable fuel in their energy policy through the Contractor's expertise in government and industry relations. Such activities will include coordination of workshops, symposia, or meetings with energy and environmental industries and policymakers. These events will present the benefits of direct-ethanol blending, the greenhouse gas emission reduction, discuss how the fuel and food markets are related, promote the environmental and public health benefits of using higher blends of ethanol in fuel, and discuss the feasibility of the destination market model for ethanol production in Taiwan.

The project includes continuous education of consumers, opinion leaders, government regulators, legislative policy members, and commercial industry influencers through tailored activities. The education activities will focus on highlighting the benefits of using U.S. ethanol as fuel and dispelling the misconception that ethanol would displace or affect food prices or production.

Messages on the benefits of ethanol will illustrate greenhouse gas emission reduction through the blending of ethanol into gasoline and as a feedstock for sustainable aviation fuel (SAF). These messages will promote an understanding of the environmental and public health benefits of ethanol for fuel use. Well-crafted messages will also address how U.S. corn ethanol can be a solution for meeting both food and feed demand. Additional messaging will focus on how other similar countries are currently successfully implementing ethanol use as a key comparison tactic, as well as the versatility of ethanol for on-road and SAF uses.

At the initial stage, the project will search and identify efficient ways of conveying the benefit messages through various means with high visibility by the targeted audience opinion leaders. Those opinion leaders include the officials of the relevant government officials, relevant industry executives, and academia, who influence public opinions and policy decisions. The messaging includes but is not limited to PR tools such as taxi signage, airport signage, etc., which those opinion leaders frequently use or direct communications with them about the benefit messages. Once identified the most efficient activities, they will be fully implemented.

The long-term continuous education activities may be leveraged by expanding the

messaging through the media, including but not limited to SNS, journals, venues, and logistics of conferences and symposia, materials translation, staff/team travels, with identified partners and public relations firms, or the Council's own initiatives. These continuous educational activities are expected to work to result in accumulated informed knowledge among opinion leaders and influencers.

The project will also engage third parties such as retail gasoline stations that are seeking to blend ethanol and others that may be involved in the sustainable aviation fuel industry, to build relationships and to advocate for the Council's position on ethanol use in the transportation sector. These industry participants will participate in educational programs that promote the development of ethanol usage.

The project is expected to provide support on overall promotion to the Council through the Taiwan Director on overall bioethanol promotion in Taiwan. The Council understands that it needs 1) a consultant for day-to-day works on the overall promotion, 2) government relations to achieve E10 goal and SAF policy establishment, and 3) public relations for acceptance of bioethanol in Taiwan.

II. STATEMENT OF WORK

The Contractor, as a consultant, provides suggestions, recommendations and supports to the Japan Director and proposes strategies on bioethanol promotion in written forms. The Contractor is also expected to take initiative, implement and conduct promotional projects and activities by him/herself under supervision of the Japan Director. For the strategies and projects, the Contractor should take into consideration a wide range of factors, government offices, petroleum and auto industries, and domestic and international political and trade relationships.

The contract will be commenced on December 1, 2024, for one year, with a potential extension up to three years with a condition of performance and budget.

A. For this project, the selected Contractor, at a minimum, will do the following:

1) Conduct meetings with government and industry relations for the purpose of bioethanol market expansion in Japan and report the result to the Taiwan Director of U.S. Grains Council
2) Engage in lobbying stakeholders involved in policy making
3) Engage in lobbying the automobile industry, academia (energy, environment and automobile) and other groups involved in controlling the global warming
4) Promote higher bioethanol blend ratio in gasoline as one of countermeasures for decarbonization of Japan's transport sector through working on the experts on renewable energy policy making in Japan.
5) Engage in activities through Diet deliberations aiming at fostering momentum for deregulation for bioethanol introduction
6) Engage in lobbying the oil industry and other major prospective importers of bioethanol

7) Engage in knowledge and information dissemination and awareness raising activities on bioethanol through energy, climate change and general journalism through publicity, lecture, and symposium
8) Identify and build relationship building with policy makers, high rank government and industry officials relevant to fuel ethanol market expansion
9) Maintain and strengthen the relationships with those key government and industry stakeholders
10) Proactively propose new promotional projects and activities to the Taiwan Director on ethanol promotion with the government and industry stakeholders
11) Implement and conduct these projects under supervision of the Taiwan Director
12) Report to the Taiwan Director monthly of the activities in English and Chinese languages
13) Communicate the progress of the project with the Taiwan Office of the Council in Chinese/English languages.
14) Partner with other consultants and technical experts on ethanol feasibility assessments and related studies.

B. For the purposes of this project, the Council will do the following:
1) Provide background materials and information as necessary
2) Share and/or introduce established Council networks and stakeholders as necessary and appropriate

III. INSTRUCTIONS FOR PREPARING A PROPOSAL

A. Include the following information in Writing:
   1. Proposed strategy and plan of the project on government and industry relations
   2. A description of the Contractor's capabilities, experience and resources relative to this proposal, and a catalogue of relevant previous work showing the organization for whom work was conducted
   3. An estimation of the duration, timing and number of people involved in each phase of the project. The entire project and all the materials and deliverables must be completed by November 30, 2025.
   4. The total fee charged for the project. This fee includes all costs associated with presenting the final report.
   5. Any objections to the proposed form agreement. Amendments are allowed, but significant objections may render a Proposal unacceptable.
   6. A list of at least three (3) professional references, The Council may contact prior to contract signing with consent from the Contractor.
   7. Name and address of the Project Coordinator Name and address of the Project Coordinator for the Council to contact for purposes of notices.

B. Submit the Proposal in writing, signed by the person or persons legally authorized to bind the Contractor to a contract. The Proposal shall constitute a legally binding and offer to contract on terms specified therein for a period of thirty (30) days. The Proposal must be in English.

C. To be considered, one (1) copy of the Proposal must be emailed and received by the Taiwan Office of the Council no later than 5:00 p.m. on Friday November 1, 2024. Oral, phone and fax transmissions will not be accepted. Address the Proposal to:

Michael Lu
Director
U.S. Grains Council
Taiwan Office
Suite 1, 7th Floor, 126 Song Jiang Road,
Taipei 10457, Taiwan
mlu@grains.org

D. The Council shall respond favourably to Proposals that go beyond the minimum requirements of the RFP that improve upon or bring additional benefit to this Project, and the Council.

E. Any inquiries regarding the requirements of the RFP should be made in writing to Michael Lu at the address specified in paragraph III.C, above.

F. The Council shall have the right to reject any Proposal that is in any way inconsistent or irregular, or to otherwise reject any or all Proposals. The Council also reserves the right to waive Proposal defects or deficiencies, to request supplementary information, or to otherwise negotiate with the Contractor regarding the Proposal.

G. Subject to the reservations stated in paragraph III.F, the Council shall award the above-described contract to the bidder whose Proposal is most responsive to the RFP and is most advantageous to the Council with regard to price and other factors.

IV. PROPOSED FORM OF AGREEMENT

SERVICES AGREEMENT

This SERVICES AGREEMENT (this "**Agreement**") is made and entered into on MM DD, YY, by and between U.S. Grains Council, Taiwan Office Suite 1, 7th Floor, 126 Song Jiang Road, Taipei 10457, Taiwan (the "**Council**") and Name, Address (the "**Contractor**")**.**

WHEREAS, the Council desires to obtain the services of Contractor as an independent contractor to provide assistance to the Council as set forth herein; and

WHERAS, the parties desire to enter into this Agreement, which sets forth the terms and conditions for the relationship of Contractor with the Council.

NOW, THEREFORE, the parties AGREE as follows:

1. **Engagement.**

(a) During the term of this Agreement, as set out in Section 1(b), Contractor shall provide services to the Council as set forth in Attachment A (Scope of Work), which may be amended in writing from time to time by the parties (the "**Services**"). Unless the parties otherwise agree in writing or as specified in Section 5, the Contractor's performance of the Services shall terminate at the end of the term of this Agreement.

(b) The term of this Agreement shall commence at 12:00 a.m. on MM DD, YY and shall terminate at 11:59 p.m. on MM DD, YY unless earlier terminated pursuant to Section 5 below. The parties may extend the term of this Agreement only by mutual written agreement.

2. **Fees and Expenses.**

(a) In consideration of Contractor's performance of the Services, the Council agrees to pay Contractor a fee as set forth in Attachment B (Fees). Contractor shall invoice the Council with respect to any applicable fees within ten (10) days of the end of each month or partial month for that month's services. Invoices shall be sent to Michael Lu at the Council's address stated above. The Council shall pay the amount due under this Agreement by the end of the following month.

(b) The Council shall not withhold payroll, state, federal, social security, employment or any other taxes from any compensation paid to Contractor, and Contractor shall be solely responsible for payment of any such taxes. Contractor acknowledges that its employees shall not be entitled to unemployment or workers compensation insurance benefits unless such benefits are provided by Contractor or by some entity other than the Council. Contractor agrees fully to defend, indemnify and hold harmless the Council from the payment of taxes, interest, penalties or contributions which are required of the Council by any government entity at any time as the result of payment of the amounts set forth in this Section 2 or which the Council may otherwise be compelled to pay.

3. **Office and Support Services; Travel.** During the term of this Agreement, Contractor shall provide its own office and support services. Contractor shall be reimbursed for travel expenses incurred in connection with the Services, provided that such expenses must be pre-approved in writing by a designated Council official.

4. **Standards/Conflicts of Interest.** Contractor shall perform its duties and responsibilities under this Agreement to the best of its ability and using it best efforts, in a diligent, timely, professional and workmanlike manner, in accordance with performance standards generally prevailing in the industry. Contractor shall

not accept or receive compensation, remuneration, or benefits of any type from any person or entity other than the Council for or relating to the Services. Contractor shall not enter into any employment or assignment that is a conflict of interest or that is reasonably likely to prevent Contractor form fulfilling its responsibilities under this Agreement.

No Council employee, officer, board member, or agent thereof will participate in the review, selection, award or administration of a contract if a real or apparent conflict would arise or when an individual or their partner or family or employer has financial or other interest in the firm selected for an award. Council officers, employees, board members and agents thereof shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or subcontractors. Disciplinary actions for violations of such standards by Council officers, employees, board members or agents thereof may include reprimand, nullification of the contract, dismissal from Council employment or leadership position and legal action.

5. **Termination of Agreement.**

(a) The term of this Agreement, unless terminated earlier pursuant to the terms hereof, shall be from the date of its full execution by all of the parties hereto until MM DD, YY.

(b) Without prejudice to the foregoing, it is agreed that before the termination date provided in clause (a) above, the Council may terminate this Agreement "for cause" immediately and without advance notice to Contractor if, in the reasonable view of the Council, Contractor:

(i) has committed fraud or theft against the Council or any governmental entity;
(ii) has compromised trade secrets or other proprietary information of the Council;
(iii) engages in activities that violate the Council's standards of ethics;
(iv) engages in activities that constitute a conflict of interest;
(v) has breached in any material respect the terms of this Agreement;
(vi) has failed or refused to perform the Services in a timely and professional manner; or
(vii) becomes the object of a criminal or civil action that may affect Contractor's ability to carry out its responsibilities hereunder or that may create a negative image for the Council and its program.

(c) Except as provided in Section 5(b), either Contractor or the Council can terminate this Agreement at any time upon thirty (30) days' prior written notice to the other party.

(d) Contractor and the Council shall use their best efforts to provide for a proper transition and wind-down of Contractor's activities hereunder in connection with any termination of the Services for any reason.

(e) Upon termination of this Agreement for any reason other than "for cause" pursuant to Section 5(b) above, the Council shall pay the fees accrued through the date of termination of this Agreement, and for any outstanding approved travel expenses incurred under this Agreement, and no other amount. No compensation whatsoever will be due or owing to Contractor if this Agreement is terminated pursuant to Section 5(b) above.

(f) Notwithstanding any termination of this Agreement, the parties' rights and obligations pursuant to Section 5(e) (*Termination of Agreement*), Section 6 (*Non-Disclosure*), Section 7 (*Assignment/Works Made for Hire*), Section 8 (*Records and Inspection*), Section 9 (*All Council Property*), Section 10 (*Confidentiality*), Section 13 (*Compliance with Laws*), Section 14 (*Indemnification*) and Section 15 (*Dispute Resolution*), and any other provisions necessary for the enforcement of such surviving Sections, shall remain in full force and effect and shall survive such termination.

6. **Non-Disclosure.** During the term of this Agreement and thereafter, regardless of the reason for termination, Contractor shall maintain in confidence all information and data relating to the Council, its associated companies, and each of their services, strategies, business affairs, marketing and promotion materials, and business operations that are disclosed to Contractor by or on behalf of the Council (whether orally or in writing and whether before, on or after the date of this Agreement) or that are otherwise directly or indirectly acquired by Contractor from the Council, or any of its associated companies. Contractor shall ensure that all of its principals, employees and agents us such confidential information only to perform the Services. Contractor shall not, without the Council's prior written consent, disclose such information to any third party or use it for any other purpose, except as may be required by law. The obligations set forth in this Section 6 shall not apply to the extent that Contractor can show that the relevant information is or becomes in the future public knowledge through no fault or omission of Contractor.

7. **Assignment / Works Made For Hire.** All reports and materials of any kind produced for the Council by Contractor shall be delivered to the Council in electronic format or such other format as approved in advance by the Council. All materials that Contractor and persons working on it behalf under this Agreement produce in connection with the Services shall be works made for hire and shall be the exclusive property of the Council to use, publish and license in its discretion. No use of such materials may be made by Contractor and/or persons working on it behalf without the express written consent of Council, and neither Contractor nor any person working on it behalf shall have any rights in such materials.

8. **Records and Inspections**. Contractor shall maintain books and records regarding all of Contractor's activities and charges under this Agreement.

Contractor agrees that during the term of this Agreement and for a period of five (5) years after its termination, the Council or its duly authorized or designated representatives hall have access, during normal business hours, to all books, documents, papers and records pertaining to this Agreement for purposes of making audits and examinations or excerpts and transcriptions of documents during normal working hours, during the term of this Agreement and for a period of five (5) years after the date of termination of this Agreement.

9. **All Council Property.** Contractor shall return to the Council all Council property, information, materials and copies of the foregoing at any time upon the request of the Council, whether before or after termination of this Agreement.

10. **Confidentiality.** Contractor agrees that it will keep the terms, amounts and facts of this Agreement confidential, and will not hereafter disclose any information concerning this Agreement or the Services to anyone, including but not limited to any past, present, or prospective employees of the Council or any of its parent, subsidiary or related companies or entities, except, in each case, as may be required by law or as permitted in writing by the Council or as may be necessary in furtherance of the performance of the Services hereunder. Notwithstanding the foregoing, Contractor shall not be restricted from disclosing the terms of this Agreement to it legal counsel, accountants, and immediate family members.

11. **Representation**. Contractor represents that it has complied with all federal, state, or local laws regarding business permits, certificates, and licenses required to perform the Services, and represents that it is solely responsible for payment of wages and provision of employee benefits for its own employees.

12. **Independent Contractor Status.** The parties hereto hereby agree that Contractor, including Contractor's employees, will perform the Services hereunder as an independent contractor, retaining control over and responsibility for its own operations and personnel. There is no intention to create by way of this Agreement an employer-employee relationship between Contractor's employees and the Council. Contractor and its employees shall not have, nor shall Contractor represent to any person or entity that it has, authority to enter into any agreement or obligation on behalf of or in the name of the Council. Contractor's employees shall not be eligible to participate in or accrue any benefits under any benefit plans or programs of them Council.

13. **Compliance with Laws.** Contractor shall abide by the requirements of US government regulations set forth in 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or

veteran status. Contractor will furnish all information or reports reasonably requested by the Council to evidence compliance with this Section 13, and will permit access to the books, records, and accounts by duly authorized representatives of the Council for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

As a USDA programs participant, the U.S. Grains Council shares the commitment to comply with all federal, state and local civil rights laws and those of the USDA. More about this commitment is available on the USDA website page here, https://www.usda.gov/non-discrimination-statement.

As a subcontractor participating in USDA/FAS program(s) on behalf of the U. S. Grains Council (USGC) and programs under which USGC receives funding from the U.S. Department of Agriculture, including RAPP, ATP, MAP, FMD, EMP and QSP, the Contractor hereby certifies that they have received a copy of the "What You Should Know" USDA/FAS Nondiscrimination Requirements packet and agree to abide by the terms of these policies and procedures.

14. **Indemnification**. Contractor hereby agrees to indemnify and hold harmless the Council and its board members, officers and employees against and from any and all loss, liability, suits, claims, costs, damages and expenses, including attorneys' fees and expenses, relating to or arising from (i) any obligation imposed upon the Council to pay any withholding taxes, social security, unemployment or disability insurance, or similar employee-related payments in connection with compensation received by Contractor, or which are based upon a stipulation by a competent judicial authority that an employer-employee relationship was created between the Council and Contractor or Contractor's employees; (ii) any breach of Contractor's confidentiality obligations hereunder; (iii) any claim by a third party that the Services or any work product delivered or produced by Contractor in connection with the performance of the Services infringes, misappropriates or otherwise violates the intellectual property rights of such third party; and (iv) any other act, omission or negligence on Contractor's or any of Contractor's employees' part in the performance or failure to perform the Services under this Agreement.

15. **Dispute Resolution**. If a dispute arises under this Agreement or with respect to its interpretation or enforcement, the parties agree that they shall work in good faith to resolve it. If resolution of such dispute is not achieved, except with respect to a dispute under Sections 6 and 7 which can be brought in any court of competent jurisdiction, it shall be decided finally by a single arbitrator in an arbitration proceeding conducted in accordance with the rules of Japanese Arbitration Act applicable to commercial arbitrations. The arbitrator shall be appointed as provided by the rules of Japanese Arbitration Act. The arbitration shall take place in Japan and the decision of the arbitrator shall be conclusively binding upon the parties and final, and shall be enforceable as a judgment in any court of competent jurisdiction. Each party shall share equally in the expenses of the arbitrator; provided, however, that as part of the arbitration award, reasonable attorneys' fees may be assessed against any person found to have acted in bad faith.

16. **No Assignments.** Contractor may not assign its full obligations hereunder to any other person or entity.

17. **Amendment; Modification; Waiver.** No amendments or additions to this Agreement shall be binding unless in writing and signed by both of the parties hereto. No delay or failure at any time on the part of the Council in exercising any right, power or privilege under this Agreement, or in enforcing any provision of this Agreement, shall impair any such right, power, or privilege, or be construed as a waiver of any default or as any acquiescence therein, or shall affect the right of the Council thereafter to enforce each and every provision of this Agreement in accordance with its terms.

18. **Severability.** The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions.

19. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments or understandings, with respect to the matters provided for herein.

20. **Governing Law.** This Agreement shall be governed by the laws of Japan, excluding the choice of law rules thereof.

21. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument, and any such counterparts may be delivered by facsimile, PDF or any other electronic delivery method.

[*signature page follows*]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered in their name and on their behalf as of the date first above written.

U.S. GRAINS COUNCIL

_____

Signature Name
Title

Company name

_____

Signature Name
Title

_____

Attachment A
Scope of Work

Goals:

1. XX
2. XX
3. XX
4. XX

Scope of work toward the goals

Under the supervision of the Council, the Contractor conducts the following projects:

1. XX
2. XX
3. XX
4. XX
5. XX

Attachment B

Fees

(1) The Council will pay the Contractor for services provided under the Agreement as described in Services Agreement. The fees and payment schedule to Contractor shall be as follows.

The Council will pay the Contractor for services provided under the Agreement a total of XX Japanese yen (equivalent to $XX at a rate of XXX Japanese yen to the U.S. dollar). The Council will pay applicable taxes for the payment. Invoices shall be sent to Michael Lu at the Council's address stated in Attachment B (2). The payment will be made according to the following schedule:

- XX
- XX

Breakdown of the fees

1. XX
2. XX
3. XX

(2) The Contractor shall send invoices for all payments to:

Michael Lu
Director
U.S. Grains Council
Taiwan Office
Suite 1, 7th Floor, 126 Song Jiang Road,
Taipei 10457, Taiwan

(3) Project schedule

The Project shall progress as follows:

Date	***Action***
MM DD, YY	*Contract signed*
MM DD, YY	*Completion of the services and a final report submitted to the Council*