

法規名稱：AGREEMENT BETWEEN THE COOPERATION COUNCIL FOR NORTH AMERICAN AFFAIRS AND THE AMERICAN INSTITUTE IN TAIWAN FOR TECHNICAL COOPERATION IN GEODETIC RESEARCH AND USE OF ADVANCED GEODETIC TECHNOLOGY (AD.1991.02.21)

簽訂日期：民國 80 年 02 月 21 日

生效日期：民國 80 年 02 月 21 日

ARTICLE I - SCOPE

This Agreement between the American Institute in Taiwan (AIT) and the Coordination Council for North American Affairs (CCNAA) provides a framework through which the National Oceanic and Atmospheric Administration (NOAA), the designated representative of AIT, can provide technical expertise, training, and scientific exchange activities on a reimbursable basis to Chung Cheng Institute of Technology (CCIT), the designated representative of CCNAA, in areas of mutual interest in the field Geodesy and Use of Advanced Geodetic Technology.

ARTICLE II - AUTHORIZATION

This Agreement is entered into pursuant to the Taiwan Relations Act of April 10, 1979, Public Law 96-8 (22 USC 3301 et seq.).

ARTICLE III - OBJECTIVES

The broad objective of this Agreement is to establish a framework to allow NOAA, acting as the designee of AIT, to carry out reimbursable technical cooperation with CCIT under and AIT - CCNAA Agreement. The technical objectives of the cooperation are :

- A. To undertake cooperative activities that will improve the monitoring capability of horizontal and vertical crustal motions due to geodynamic phenomena (crustal plate motions, underthrusting, and consequent volcanism);
- B. To provide technical assistance using Very Long Baseline Interferometry (VLBI), Global Positioning System (GPS), and Absolute Gravimetry (AG) technologies for the interpretation of crustal motion and ocean tide gauge observations ;
- C. To provide professional consultation and training for Taiwan participants designated in accordance with the Agreement between AIT and CCNAA;

- D. To exchange materials and information and transfer technology from AIT's designated representative, NOAA, to CC NAA' s designated representative, CCIT.
- E. To promote joint consideration of scientific programs and exchange visits of scientific and technical personnel.

ARTICLE IV - COOPERATIVE ACTIVITIES

Cooperative activities will be determined after consultations between AIT, and its designated representative, NOAA, and CCNAA, and its designated representative, CCIT.

- A. Activities under this Agreement may include the conducting of joint research projects, developing specifications for VLBI, GPS, and AG observation plans, developing and managing data processing and interpretation methodologies, exchanging data and information, exchanging scientists and technical experts, convening seminars and meetings, training participants, and engaging in other forms of cooperation in the areas of advanced geodetic technology, observations, and their scientific interpretation as may be mutually agreed.
- B. AIT and CCNAA will conclude Implementing Arrangements concerning specific cooperative activities to be conducted under this Agreement.
- C. Each Implementing Arrangement shall specify the technical scope of the activities, management responsibilities, specific funding arrangements, cost and schedule estimates, logistics and procedures to be followed, treatment of intellectual property, liability, and other appropriate matters.
- D. All cooperative activities undertaken pursuant to specific Implementing Arrangements under this Agreement shall be subject to the respective and applicable laws, regulations, policies, funding and administrative procedures of AIT, and its designated representative, NOAA, and CCNAA, and its designated representative, CCIT.

ARTICLE V - COORDINATION

Overall coordination of the activities covered by this Agreement and its Implementing Arrangements, and the provision of certain

administrative facilities and support for this Agreement shall be the responsibility of AIT, and its designated representative, NOAA, and CCNAA, and its designated representative CCIT. Responsibility for managing the specific activities undertaken and the role of other entities in these activities shall be determined mutually by AIT, and its designated representative, NOAA, and CCNAA, and its designated representative, CCIT. These responsibilities and roles will be specified in the relevant Implementing Arrangements.

ARTICLE VI - RESPONSIBILITIES OF AIT

AIT shall carry out its responsibilities pursuant to this Agreement with due diligence and efficiency.

- A. AIT shall, through its designated representative, NOAA, keep accurate and systematic accounts and records with respect to the services provided pursuant to this Agreement in such form and detail as is customary, and shall permit CCNAA, or its designated representative, CCIT, to inspect the same and make copies thereof.
- B. AIT shall, through its designated representative, NOAA, furnish to CCNAA, or its designated representative, CCIT, such information related to the services AIT shall provide to CCNAA pursuant to this agreement as may be reasonably requested.
- C. Upon completion of specific services provided to CCNAA by AIT, as designated in the Implementing Arrangements to this Agreement, AIT shall deliver to CCNAA, or its designated representative, CCIT, all reports, calculations, comments, suggestions, and relevant technical data compiled or prepared by AIT, or its designated representative, NOAA, in and under this Agreement.
- D. To the extent that funds are made available to AIT by CCNAA, AIT, through its designated representative, NOAA, will make available such personnel, equipment, and facilities necessary to carry out activities pursuant to this Agreement.
- E. AIT, through its designated representative, NOAA shall provide suitably qualified personnel who are acceptable to CCNAA

and to CCNAA's designated representative, CCIT. Personnel will be selected on the basis of merit factors, such as education, experience, and expertise.

- F. AIT through its designated representative, NOAA, shall provide all technical and administrative support and other requirements as may be necessary to, complement, and supplement the services of personnel of AIT's designated representative, NOAA, who are in Taiwan under the auspices of AIT.

ARTICLE VII - RESPONSIBILITIES OF CCNAA

- A. Pursuant to this Agreement, CCNAA shall assist AIT in obtaining visas and other documents necessary for personnel of AIT's designated representative, NOAA, who visit Taiwan under the auspices of AIT in order to carry out this Agreement.
- B. Pursuant to this agreement, CCNAA shall assist AIT in obtaining the necessary permits and authorizations for carrying out the assistance specified in the Implementing Arrangements to this agreement. This includes access to facilities and areas under the jurisdiction of CCNAA's designated representative, CCIT, by personnel of AIT's designated representative, NOAA, who are in Taiwan under the auspices of AIT.
- C. CCNAA shall, pursuant to this Agreement, assure that AIT, and its designated representative, NOAA, are held free and clear, with regard to the importation of anything necessary to cooperative activities under this Agreement, of all customs duties and impositions charged by authorities in the territory represented by CCNAA. Neither AIT nor its designated representative, NOAA, shall be required to pay any duties or taxes in executing the terms and conditions of this Agreement.

ARTICLE VIII - FINANCIAL ARRANGEMENTS

- A. Activities under this Agreement are conducted on a fully reimbursable basis unless other arrangements are specified and mutually agreed to in Implementing Arrangements to this Agreement.
- B. CCNAA shall pay all costs associated with services provided to CCNAA, or to its designated representative, CCIT, under t-

his Agreement.

- C. AIT shall provide CCNAA with documentation supporting requests for reimbursement in accordance with standard financial regulations and practice of AIT and its designated representative, NOAA.
- D. CCNAA shall make necessary arrangements to reimburse AIT for all actual costs incurred by AIT, or its designated representative, NOAA, in association with this Agreement.
- E. Pursuant to Article IV, each Implementing Arrangement shall specify funding and payment arrangements for activities covered by the Implementing Arrangement, and shall include an estimated budget for at least the first year of activity.

ARTICLE IX - INTELLECTUAL PROPERTY CONSIDERATIONS

- A. AIT, and its designated representative, NOAA and CCNAA, and its designated representative, CCIT, support the widest possible dissemination of information provided, exchanged, or arising under this Agreement, subject to the need to protect pre-existing proprietary information, patent, and copyright restrictions .
- B. Details concerning intellectual property considerations and information dissemination procedures will be specified in each Implementing Arrangement to this Agreement.
- C. Information transmitted by either party to this Agreement to the other party shall be accurate to the best knowledge and belief of the transmitting party. However, the transmitting party does not warrant the suitability of the information transmitted for any particular use of application by the receiving party or by any third party.
- D. Information developed jointly by the parties shall be accurate to the best knowledge and belief of both parties. Neither party warrants the accuracy of the jointly developed information or its suitability for any particular application by either party or by any third party.

ARTICLE X - LIABILITY

CCNAA shall assist in the defense against any suit brought agai-

nst the Government of the United States, AIT, or its designated representative, NOAA, or any instrumentality or officer of the United States arising out of activities associated with this Agreement. CCNAA further agrees to hold the United States, AIT, AIT's designated representative, NOAA, or any instrumentality or officer of the United States, harmless against any claim by CCNAA, CCNAA's designated representative, CCIT, or any entity or person in Taiwan or elsewhere for personal injury, death, or property damage arising out of work performed under this Agreement. Except for damage to, or destruction of property of AIT, or its designated representative, NOAA, CCNAA agrees to reimburse AIT, or its designated representative, NOAA, for any damage to or destruction of property belonging to AIT, or its designated representative, NOAA, arising out of activities associated with this Agreement.

ARTICLE X I - EFFECTIVE DATE

This Agreement will become effective on the date of the last signature hereafter.

ARTICLE X II - AMENDMENT AND TERMINATION

This Agreement and its Implementing Arrangements may be amended by the mutual written agreement of AIT and CCNAA.

This agreement may be terminated by either party at any time by sending written notification to this effect to the other party sixty days in advance of the desired termination date. It is understood that an attempt will be made to reach mutual agreement on the termination dates, in order to allow orderly termination of the activities and repatriation of personnel.

ARTICLE X III - RESOLUTION OF DIFFICULTIES

AIT and CCNAA shall consult, upon request of either party, regarding any matter related to the terms of this Agreement, and shall endeavor jointly in a spirit of cooperation and mutual trust to resolve any difficulties or misunderstandings that may arise.

FOR THE AMERICAN INSTITUTE
IN TAIWAN

(Signed)

Clarke N. Ellis

Deputy Managing Director

Date: January 11, 1991

FOR THE COORDINATION

COUNCIL

FOR NORTH AMERICAN AFFAIRS

(Signed)

Stephen S.F. Chen

Deputy Representative

Date: Feb. 21, 1991