

法規名稱：Agreement between the Taipei Economic and Cultural Representative Office in the United States and the American Institute in Taiwan for Cooperation in the Global Learning and Observations to Benefit the Environment Program

簽訂日期：民國 102 年 09 月 06 日

生效日期：民國 102 年 09 月 06 日

PREAMBLE

The Taipei Economic and Cultural Representative Office in the United States (TECRO) and The American Institute in Taiwan (AIT) (hereinafter referred to as “ the Parties ”), on behalf of their designated representatives, the National Science Council of Taiwan (NSC) and the National Aeronautics and Space Administration (NASA), respectively:

Intending to increase the awareness of students throughout the world about the global environment;

Seeking to contribute to increased scientific understanding of the Earth; and

Desiring to support improved student achievement in science and mathematics;

Have agreed to cooperate in the Global Learning and Observations to Benefit the Environment (GLOBE) Program as follows:

ARTICLE 1 PURPOSE

The GLOBE Program is an international environmental science and education program that brings students, teachers, and scientists together to study the global environment. GLOBE has created an international network of students at primary, middle and secondary school levels studying environmental issues, making environmental measurements, and sharing useful environmental data with one another and the international science community.

ARTICLE 2

RESPECTIVE RESPONSIBILITIES

A. AIT, through its designated representative, NASA, will use reasonable efforts to:

1. Coordinate participation in the GLOBE Program by relevant agencies within the authorities represented by AIT;
2. Identify schools in the territory of the authorities represented by AIT that will participate in the GLOBE Program;
3. Select, in consultation with international scientists and educators, the GLOBE environmental measurements and define specifications for measurement equipment;
4. Coordinate with TECRO through its designated representative, the NSC, all activities related to new and existing GLOBE environmental measurements;
5. Develop, in consultation with international scientists and educators, GLOBE educational materials;
6. Translate GLOBE instructional materials related to measurement procedures and data reporting protocols into the six United Nations languages, and provide a copy of these plus all broader GLOBE educational materials to TECRO, through its designated representative, the NSC, for further reproduction as necessary;
7. Conduct regional training sessions for GLOBE Country Coordinators and GLOBE teachers who will serve as trainers for additional GLOBE teachers in the territory of the authorities represented by TECRO;
8. Design, develop, operate, and maintain GLOBE data processing capabilities and other necessary technology and equipment;
9. Provide GLOBE software, as necessary, for use on computers in GLOBE schools in the territory of the authorities represented by TECRO (hereinafter, “ TECRO GLOBE schools ”). (To the extent possible, textual material appearing on computer screens will be accessible in the student's choice among the six United Nations languages.);

10. Accept environmental data reported from GLOBE schools around the world, and develop and provide resultant global environmental images to TECRO, through its designated representative, the NSC; and
 11. Evaluate the overall GLOBE Program annually, in consultation with international GLOBE Country Coordinators, and modify the overall program as appropriate.
- B. TECRO, through its designated representative, the NSC, will use reasonable efforts to:
1. Identify schools that will participate in the GLOBE Program and provide an updated list of TECRO GLOBE schools to NASA at the beginning of each school year;
 2. Ensure that TECRO GLOBE schools conduct the fundamental activities of GLOBE schools (take GLOBE environmental measurements, report data, and receive and use resultant global environmental images, using GLOBE educational materials under the guidance of teachers trained to conduct the GLOBE Program);
 3. Name a Point of Contact responsible for policy-level communications with the International Director of the GLOBE Program and provides high level oversight of the GLOBE Program in the territory of the authorities represented by TECRO;
 4. Name a Program Coordinator responsible for day-to-day management, oversight, and facilitation of the GLOBE Program in the territory of the authorities represented by TECRO;
 5. Ensure that the Program Coordinator and some GLOBE teachers attend GLOBE regional training and in turn provide GLOBE training to at least one teacher in each TECRO GLOBE school;
 6. Ensure that GLOBE instructional materials related to measurement procedures and data reporting protocols are utilized in TECRO GLOBE schools, and that broader GLOBE educational materials are appropriately translated, adapted, reproduced, and distributed to all TECRO GLOBE schools;
 7. Ensure that the measurement equipment used by TECRO GLOBE

- schools to take GLOBE environmental measurements meets GLOBE specifications;
8. Ensure that teachers and students at TECRO GLOBE schools calibrate GLOBE measurement equipment according to procedures provided in GLOBE instructional materials;
 9. Ensure that TECRO GLOBE schools have the necessary computer and communications systems to allow Internet/World Wide Web access in order to report GLOBE environmental measurements and to receive and use GLOBE environmental images; if such computer and communications systems are not available in TECRO GLOBE schools, make agreed alternative arrangements for such reporting and receipt (At a minimum, the Program Coordinator will need access to the Internet so that all measurement data from TECRO GLOBE schools will be reported via Internet.); and
 10. Evaluate GLOBE operations in the territory of the authorities represented by TECRO annually and assist NASA in conducting periodic evaluation of the overall GLOBE Program.

ARTICLE 3

FINANCIAL ARRANGEMENTS

The Parties, through their designated representatives, will bear the costs of fulfilling their respective responsibilities under this Agreement. Obligations of the Parties, through their designated representatives, pursuant to this Agreement are subject to their respective funding procedures and the availability of appropriated funds. The conduct of activities under this Agreement will be consistent with all relevant domestic laws and regulations.

ARTICLE 4

EXCHANGE OF DATA AND GOODS

GLOBE environmental measurement data, global environmental images, educational materials, and to the extent possible,

software, will be available worldwide without restriction as to their use or redistribution.

ARTICLE 5

RELEASE OF INFORMATION ABOUT THE GLOBE PROGRAM

The Parties, through their designated representatives, may freely release information on the GLOBE Program as deemed appropriate without prior consultation.

ARTICLE 6

CUSTOMS AND IMMIGRATION

Each Party, through its designated representative, will use reasonable efforts to facilitate the movement of persons and goods into and out of the its territory of the authorities it represents and to accord entry to such goods such territory free of customs duties and other similar charges, as is necessary to implement this Agreement, to the extent permitted by the laws and regulations of the authorities it represents.

ARTICLE 7

INVENTION AND PATENT RIGHTS

Nothing in this Agreement will be construed as granting or implying any rights to, or interest in, patents or inventions of the Parties, their designated representatives, or their contractors or subcontractors.

ARTICLE 8

CONSULTATIONS AND SETTLEMENT OF DISPUTES

The Parties, through their designated representatives, will consult promptly with each other on all issues involving interpretation or implementation of this Agreement.

ARTICLE 9

LIABILITY

Each Party agrees that its designated representative will not

make any claim against the other Party ' s designated representative, employees of the other Party ' s designated representative, a related entity of the other Party ' s designated representative, or employees of the other Party ' s designated representative ' s related entities for injury to or death of its own employees or employees of its related entities, or for damage of any kind to or loss of its own property or that of its related entities arising out of activities under this Agreement whether such injury death, damage or loss arises through negligence or otherwise, except in the case of willful misconduct.

ARTICLE 10

DURATION, TERMINATION AND AMENDMENT

This Agreement will enter into force upon the date of signature and will remain in force for five years. This Agreement may be terminated at any time by either of the Parties upon at least three months written notice to the other of intent to terminate. This Agreement may be amended at any time by written agreement of the Parties.

Done at Washington on the 6th day of September, 2013, in duplicate, in the English language.

FOR THE TAIPEI
ECONOMIC AND
CULTURAL
REPRESENTATIVE
OFFICE in the UNITED
STATES

FOR the
AMERICAN
INSTITUTE
In TAIWAN

Ta Tung Chang
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