

法規名稱：(終)AGREEMENT BETWEEN THE COOPERATION COUNCIL FOR NORTH AMERICAN AFFAIRS AND THE AMERICAN INSTITUTE IN TAIWAN FOR TECHNICAL COOPERATION IN ENERGY AND WATER RESOURCES (AD.1991.02.13)

終止日期：民國 85 年 02 月 12 日

SCOPE

ARTICLE I

This Agreement between the American Institute in Taiwan (AIT) and the Coordination Council for North American Affairs (CCNAA) provides a framework through which the Federal Energy Regulatory Commission (FERC), the designated representative of AIT, can engage in scientific exchange activities with the Water Resources Planning Commission (WRPC) and the National Science Council (NSC), designated representatives of CCNAA, in areas of mutual interest in the field of energy and/or water resources.

ARTICLE II

AUTHORIZATION

This Agreement is entered into pursuant to the Taiwan Relations Act of April 10, 1979, Public Law 96-8 (22 U.S.C. 3301 etseq.).

ARTICLE III

OBJECTIVES

The broad objectives of this Agreement are:

- A. To undertake cooperative activities that will be mutually beneficial to both the United States and Taiwan.
- B. To exchange materials and information and to exchange technology between AIT's designated representative, FERC, and CCNAA's designated representatives, WRPC and/or NSC.
- C. To promote joint consideration of scientific and technical exchange programs.

ARTICLE IV

COOPERATIVE ACTIVITIES

Cooperative activities will be determined after consultation between AIT, and its designated representative, FERC, and CCNAA, and its designated representatives, WRPC and/or NSC.

- A. Activities under this Agreement may include joint research p-

rojects; exchanging scientists and technical experts; exchanging computer modeling expertise; and other forms of cooperation in the areas of hydropower project operation and related science and technology as may be mutually agreed.

- B. Implementing documents to be signed by AIT and CCNAA concerning specific cooperative activities to be conducted under this Agreement shall take the form of Annexes which shall become a part of this Agreement.
- C. Each Annex shall specify the technical scope of the activities, management responsibilities, specific funding arrangements, cost and schedule estimates, procedures to be followed, treatment of intellectual property, liability and other appropriate matters.
- D. All cooperative activities undertaken pursuant to specific Annexes under this Agreement shall be subject to the respective and applicable laws, regulations, policies, funding and administrative procedures of AIT, and its designated representative, FERC, and CCNAA, and its designated representatives, WRPC and/or NSC.

ARTICLE V

RESPONSIBILITIES OF AIT

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

- A. AIT shall assist CCNAA in obtaining visas, import licenses, and other documents necessary for the carrying out of projects in the United States which are developed pursuant to this Agreement by personnel of CCNAA's designated representatives, WRPC and/or NSC, who visit the United States as CCNAA consultants.
- B. AIT shall ensure, pursuant to this Agreement, that CCNAA or its designated representatives, WRPC and/or NSC, are held free and clear with regard to the importation of anything necessary to cooperative activities under this Agreement, of all custom duties and imposition charged by the authorities in the United States. specific funding cost and schedule Neither

CCNAA nor its designated representatives, WRPC and/or NSC, shall be required to pay duties or taxes in executing the terms and conditions of this Agreement.

- C. AIT, through its designated representative, FERC, shall provide all technical and administrative support and other reinforcements as may be necessary to complement and supplement the services of personnel of CCNAA's designated representatives, WRPC and/or NSC, who are in the United States under the auspices of CCNAA.

ARTICLE VI

RESPONSIBILITIES OF CCNAA

CCNAA shall carry out its responsibilities pursuant to this Agreement and all Annexes with due diligence and efficiency.

- A. CCNAA, through its designated representatives, WRPC and/or NSC, shall provide suitably qualified personnel who are acceptable to AIT and to AIT's designated representative, FERC.
- B. Upon completion of specific services provided to AIT by CCNAA, as delineated in the Annexes to this Agreement, CCNAA shall deliver to AIT, or to its designated representative, FERC, all reports, calculations, comments, suggestions, and relevant technical data compiled or prepared by CCNAA, or its designated representatives, WRPC and/or NSC, in and under this Agreement. Such shall become the sole property of AIT, or its designated representative, FERC, for the purposes of obtaining intellectual property rights in the United States.

ARTICLE VII

INTELLECTUAL PROPERTY CONSIDERATIONS

AIT, and its designated representative, FERC, and CCNAA, and its designated representatives, WRPC and/or NSC, support the widest possible dissemination of information provided, exchanged or arising under this Agreement. All parties acknowledge the need to protect preexisting proprietary information, patent and copyright restrictions.

- A. Details concerning intellectual property considerations and information dissemination procedures will be specified in ea-

ch Annex to this Agreement.

- B. 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 but the transmitting party does not warrant the suitability of the information transmitted for any particular use or application by the receiving party or by any third party. 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 use or application by either party or by any third party.

ARTICLE VIII

FINANCIAL ARRANGEMENTS

Financial arrangements to support activities under this Agreement will be mutually agreed upon.

- A. Activities under this Agreement are subject to availability of funds unless other arrangements are specified and mutually agreed to in Annexes to this Agreement.
- B. Pursuant to Article IV, each Annex shall specify funding and payment arrangements for activities covered by the Annex and shall include an estimated budget for at least the first year of activity.

ARTICLE IX

AMENDMENT, SUSPENSION AND TERMINATION

This Agreement, and its Annexes, may be amended by the mutual written Agreement of AIT and CCNAA.

This Agreement may be terminated by either party or its designated representative(s) at any time by notification to the other party in writing 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 to allow orderly termination of activities and repatriation of personnel.

ARTICLE X

POINTS OF CONTACT

Each party and its designated representative(s) shall designate the technical and scientific personnel that will be responsible for carrying out the direct day to day implementation of the activities under the Agreement and each shall notify the other party of the identity of these personnel.

ARTICLE X I

COMMENCEMENT AND DURATION OF AGREEMENT

This Agreement will become effective on the date of the final signature hereafter and shall be valid for a period of five (5) years.

ARTICLE X II

LIABILITY

CCNAA shall assist in the defense against any suit brought against the Government of the United States; AIT; AITs designated representative, FERC; 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, FERC; or any instrumentality or officer of the United States, harmless against any claim by CCNAA; CCNAA's designated representatives, WRPC and/or NSC; or any entity or person in Taiwan or elsewhere for any cause of action alleged to arise out of work performed under this Agreement.

Except for damage to, or destruction of, property of AIT, or its designated representative, FERC, caused by personnel of AIT, or its designated representative, FERC, CCNAA agrees to reimburse AIT, or its designated representative, FERC, for any damage to or destruction of property belonging to AIT, or its designated representative, FERC, arising out of activities associated with this Agreement.

ARTICLE VIII

RESOLUTION OF DIFFICULTIES

AIT and CCNAA or their designated representatives 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 difficulti-

es or misunderstandings that may arise.

FOR THE AMERICAN INSTITUTE IN TAIWAN

(Signed)

Deputy Managing Director

FOR THE COORDINATION

COUNCIL

FOR NORTH AMERICAN AFFAIRS

(Signed)

Deputy Representative

ANNEX NO. 1 to the AGREEMENT
between the AMERICAN INSTITUTE IN
TAIWAN and the COORDINATION
COUNCIL FOR NORTH AMERICAN
AFFAIRS for TECHNICAL
COOPERATION in ENERGY AND
WATER RESOURCES

1. Purpose of Annex

This Annex provides for the following services to be performed by CCNAA through its designated representatives, FERC and/or NSC, for AIT under the Agreement:

A. evaluation of the computer stream sedimentation models to be provided by AIT through its designated representative, FERC.

B. preparation of interim and final project reports.

2. Cost of Service

The total cost of services under this Annex will be contributed by CCNAA or its designated representatives, WRPC and/or NSC. Anticipated costs include travel and lodging expenses and salaries for the CCNAA scientists.

3. Responsibilities of CCNAA

CCNAA shall, through its designated representatives, WRPC and/or NSC, evaluate the computer stream sedimentation models provided by AIT, through its designated representative, FERC, in terms of the models' function, sensitivity, applicability, limitations, and data structure.

CCNAA shall, through its designated representatives, WRPC and/or NSC, prepare interim progress reports describing work completed and any analysis or conclusions made.

4. Responsibilities of AIT

AIT shall, through its designated representative, FERC, furnish to CCNAA, or its designated representatives, WRPC and/or NSC, such information, including computer models and documentation, and facilities, including office space and computer equipment, needed for the services CCNAA shall provide to AIT pursuant to this Annex. Computer models will be furnished only in accordance with the requirements, if any, of the United States Department of Commerce Bureau of Export Administration commodity classification.

AIT shall, through its designated representative, FERC, have sole responsibility for publishing the results of the evaluation performed under this Annex, and shall have sole discretion over the contents of the published report.

5. Reporting Requirements

Upon completion of services, and annually until that time, CCNAA shall deliver to AIT or to its designated representative, FERC, all reports, data, models, and suggestions compiled or prepared by CCNAA or its designated representatives, WRPC and/or NSC, pursuant to this Annex .

6. Ownership of Reports and Documents

All reports and data provided to AIT or to its designated representative, FERC, shall become the sole property of AIT, or its designated representative, FERC, for purposes of intellectual property rights in the United States.

7. Intellectual Property Considerations

Proprietary information and copy-righted material, including computer programs, shall not be accepted for or utilized under this Annex without an express written agreement entered into by the parties setting forth the terms and conditions for such acceptance or utilization.

It shall be the responsibility of the party supplying propieta-

ry information or copyrighted material to identify the information or material as such and to ensure that it is appropriately marked.

Copyrights of either party or of cooperating organizations or persons shall be accorded treatment consistent with internationally recognized standards of protection.

8. Subcontracts

CCNAA or its designated representatives, WRPC and/or NSC, shall not subcontract any work or parts thereof, related to services to be procured under this Agreement, without the prior approval of AIT and its designated representative, FERC. CCNAA or its representative, shall only subcontract to the extent and with such duly qualified experts and entities as are deemed necessary by AIT's designated representative, FERC. Provided further, that subcontracting shall not relieve CCNAA or its designated representatives, WRPC and/or NSC, of responsibilities and liabilities. Any subcontractors performing services under this Agreement shall be subject to Paragraph 7 of this Annex and shall execute an agreement to acknowledge such responsibility.

9. Duration

This Annex will become effective upon the date of the last signature hereafter of the representatives of CCNAA and AIT and will remain in effect until the services described herein, or as amended, are completed. Either party may terminate this Annex as described in Article IX of the Agreement.

FOR THE AMERICAN

INSTITUTE IN TAIWAN

(Signed)

FOR THE COORDINATION

COUNCIL

FOR NORTH AMERICAN AFFAIRS

(Signed)