

法規名稱：(終)AGREEMENT BETWEEN THE AMERICAN INSTITUTE IN TAIWAN AND THE COORDINATION AOUNCIL FOR NORTH AMERICAN AFFAIRS FOR TECHNICAL ASSISTANCE IN DAM DESIGN AND CONSTRUCTION (AD.1987.08.24)

終止日期：民國 91 年 07 月 13 日

This Agreement is made by and between the Coordination Council for North American Affairs (hereinafter referred to as CCNAA) and the American Institute in Taiwan (hereinafter referred to as AIT). This Agreement is entered into pursuant to the Taiwan Relations Act (P.L. 96-8, April 10, 1979; 22 U.S.C. 3301 et. seq.). WHEREAS, CCNAA, on behalf of its designated representative, the Taiwan Provincial Water Conservancy Bureau (hereinafter referred to as TPWCB) and other water resource agencies in Taiwan, is desirous of obtaining technical assistance in research, planning, design, construction, and operation and maintenance of water resources projects in Taiwan. Such technical assistance may also include training and other related services as may be mutually agreed upon by CCNAA and AIT.

WHEREAS, AIT, on behalf of its designated representative, the Bureau of Reclamation of the Department of the Interior (hereinafter referred to as Reclamation) agrees to provide the desired technical assistance to CCNAA.

Now, therefore, it is agreed by and between CCNAA and AIT as follows:

ARTICLE I

CCNAA agrees to engage AIT to provide technical assistance in dam design and construction and AIT agrees to provide such technical assistance to CCNAA.

ARTICLE II

Duties of AIT

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

AIT shall, through its designated representative, Reclamation, keep accurate and systematic accounts and records in respect of the services provided pursuant to this Agreement in such form and detail as is customary, and shall permit CCNAA, or its designated representative, TPWCB, to inspect same and make copies thereof.

AIT shall, through its designated representative, Reclamation, furnish to CCNAA, or its designated representative TPWCB, such information related to the services AIT shall provide to CCNAA pursuant to this Agreement as may be reasonably requested.

Upon completion of specific services provided to CCNAA by AIT, as delineated in Appendices to this Agreement, AIT shall deliver to CCNAA or to its designated representative, TPWCB, all drawings, maps, reports, specifications, calculations, equipment, comments, suggestions, and relevant technical data compiled or prepared by AIT or its designated representative, Reclamation, in and under this Agreement. Such shall become the sole property of CCNAA or its designated representative, TPWCB, pursuant to this Agreement.

CCNAA shall ensure, pursuant to this Agreement, that AIT or its designated representative, Reclamation, is held free and clear of all customs duties and imposition charged by the authorities in the territory represented by CCNAA. Neither AIT nor its designated representative, Reclamation, shall be required to pay any duties or taxes in executing the terms and conditions of this Agreement.

ARTICLE III

Personnel

To the extent that funds are made available to AIT by CCNAA, AIT, through its contractor, Reclamation, will make available such personnel equipment and facilities necessary to carry out activities pursuant to this Agreement.

AIT, through its designated representative, Reclamation, will designate a person to act as liaison with a person designated by

CCNAA's designated representative, TPWCB. The person designated by AIT will serve to coordinate the activities of any and all Reclamation personnel who will be engaged in the execution of projects developed pursuant to this Agreement. However, the person designated by CCNAA's designated representative, TPWCB, will be responsible for all projects developed pursuant to this Agreement within Taiwan.

AIT, through its designated representative, Reclamation, shall provide suitably qualified personnel who are acceptable to CCNAA and to CCNAA's designated representative, TPWCB.

AIT, through its designated representative, Reclamation, 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, Reclamation, who are in Taiwan as AIT consultants.

ARTICLE IV

Obligations of CCNAA

Pursuant to this Agreement, CCNAA shall assist AIT in obtaining visas, import licenses, and other documents necessary for the carrying out of projects in Taiwan which are developed pursuant to this Agreement by personnel of AIT's designated representative, Reclamation, who visit Taiwan as AIT consultants.

Pursuant to this Agreement, CCNAA shall assist AIT in obtaining entry into Taiwan of equipment, materials and supplies necessary for the carrying out of projects in Taiwan which are developed pursuant to this Agreement, including the personal effects of personnel of AIT's designated representative, Reclamation, who visit Taiwan as AIT consultants.

Pursuant to this Agreement, CCNAA shall assist AIT in obtaining the necessary permits and authorizations for carrying out projects developed pursuant to this Agreement, including access to facilities and areas under the jurisdiction of CCNAA's designated representative, TPWCB by personnel of AIT's designated representative, Reclamation, who are in Taiwan as AIT's consultants.

ARTICLE V

Reporting

AIT through its designated representative, Reclamation, shall submit to CCNAA through its designated representative, TPWCB, reports herein specified, in the English language in the number of copies and within the time periods set forth.

AIT through its designated representative, Reclamation, shall submit to CCNAA through its designated representative, TPWCB, progress reports on projects developed pursuant to the Appendices to this Agreement.

ARTICLE VI

Payment to AIT

It is recognized that AIT cannot finance activities under this Agreement. Consequently, AIT must require payment for all costs properly involved in providing services for projects developed pursuant to this Agreement.

All payments shall be made to AIT by CCNAA in U.S. dollars, Payments shall be sent to the following address:

American Institute in Taiwan 1700 North Moore Street, Suite 1705
Arlington, VA 22209

An advance payment of one-third of the cost of the activities or US\$100,000, whichever is less, under each Appendix to this Agreement shall be paid to AIT by CCNAA prior to commencement of any activity under that Appendix. Subsequently, replenishment of funds expended during the previous quarter under each Appendix to this Agreement will be made in accordance with a quarterly statement of costs and obligations furnished to CCNAA by AIT.

AIT costs are estimated for the services rendered under that Appendix, any balance of funds unexpended or not committed for expenditures shall be returned to CCNAA, or any monies due AIT will be billed to CCNAA. Estimated costs of personnel services, administrative overhead, and direct costs included in the Appendices to this Agreement are ceiling costs, but disbursement will

be made on the basis of actual costs.

ARTICLE VII

Additional Services

CCNAA shall compensate AIT separately for any additional work as agreed upon between the two parties and resulting from CCNAA's specific request. The scope of work, AIT's costs and method of payment of such additional work will be agreed upon, in writing, by CCNAA and AIT.

ARTICLE VIII

Subcontracts

AIT or its designated representative, Reclamation, shall not subcontract any work or parts thereof, related to services to be procured under this Agreement, without the prior approval of CCNAA and its designated representative, TPWCB. AIT or its contractor, Reclamation, shall only subcontract to the extent and with such duly qualified experts and entities as are deemed necessary. Provided further, that subcontracting shall neither relieve AIT or its designated representative, Reclamation, of responsibilities and liabilities nor increase the cost estimate.

ARTICLE IX

Ownership of Reports and Documents

All reports, maps, drawings, specifications, technical data, and other documents prepared by AIT or its designated representative, Reclamation, in connection with the services provided under this Agreement shall become the property and copyright of CCNAA and its designated representative, TPWCB.

ARTICLE X

Changes, Alterations and Modifications

CCNAA may at any time invite AIT to make any changes or alterations to the scope and duration of the work required to be performed under this Agreement. If any such change or alteration sha-

ll cause an increase or decrease in the cost of, or the time required for performance and completion of work performed under this Agreement, a modification shall be made in:

- the estimate of AIT's costs and / or Agreement termination data, and
- such other provisions of this Agreement as may be affected, provided that the Agreement shall be modified in writing and approved by both parties.

ARTICLE XI

Suspension or Termination

This Agreement may be terminated or suspended in whole or in part by either party by giving to the other party ninety (90) days' written notice of such termination or suspension.

ARTICLE XII

Commencement and Duration of Agreement

This Agreement becomes effective on the date of the final signature hereafter and shall be valid for a period of five (5) years. The Agreement will be implemented upon deposit of the advance of funds as specified in Article VI, paragraph 3.

ARTICLE XIII

Liability

CCNAA agrees to assist in the defense against any suit brought against the Government of the United States; AIT; AIT's designated representative, Reclamation; or any instrumentality or officer of the United States, arising out of work performed under this Agreement. CCNAA further agrees to hold the United States; AIT; AIT's designated representative, Reclamation; or any instrumentality or officer of the United States, harmless against claim by CCNAA; by CCNAA's designated representative, TPWCB, 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, Reclamation, caused by personnel of AIT or its designated representative, Reclamation, CCNAA agrees to reimburse AIT for any damage to or destruction of property belonging to AIT or its designated representative, Reclamation, arising out of work performed under this Agreement.

IN WITNESS THEREOF, the parties hereto have hereby set their hands by their duly authorized representatives and have caused this Agreement to be signed and effective the date of the last signature hereafter.

For: American Institute

in Taiwan

[Signed]

NAME: David N. Laux

TITLE: Chairman

DATE: August 24, 1987

For: Coordination Council for

North American Affairs

[Signed]

NAME: Fredrick F.

Chien

TITLE: Representative

DATE: August 24, 1987

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