

法規名稱：ANNEX 3 TO MEMORANDUM OF AGREEMENT NAT-I-845 BETWEEN THE COORDINATION COUNCIL FOR NORTH AMERICAN AFFAIRS AND THE AMERICAN INSTITUTE IN TAIWAN

簽訂日期：民國 71 年 04 月 21 日

生效日期：民國 71 年 04 月 21 日

ARTICLE I

Purpose of the Annex

This annex sets forth the general terms and conditions under which the American Institute in Taiwan (AIT) may provide technical assistance, advisory and consultant services to the Coordination Council for North American Affairs (CCNAA) for modernizing the civil aviation infrastructure, facilities, and airspace system of the party represented by CCNAA. In order to fulfill the objective of this Annex, the AIT will provide the personnel and the services necessary to assist the CCNAA with tasks that CCNAA deems appropriate commensurate with their objectives to assist the party represented by CCNAA with the improvement of its aviation systems.

ARTICLE II

Description of Services

- A. The AIT will provide specialists in the fields of air traffic control, facility engineering, aviation safety, and other aviation related disciplines to develop and implement programs related to the improvement, operation and evaluation of the airspace system of the party represented by CCNAA. All services rendered under this Annex shall be specified in corresponding appendices which when signed by duly authorized representatives of AIT and CCNAA will become part of this Agreement Annex.
- B. The AIT and CCNAA agree that each appendix will contain a description of services to be performed by the AIT for the CCNAA, location of such services, the manpower and such other resources required to accomplish these tasks, the estimated costs of the tasks and related payments, planned implementation and duration.

C. Each appendix to this Annex will be identified in the following manner: the number of the annex (NAT-I-845-3) followed by an Arabic numeral beginning with 1, with subsequent appendices to follow in numerical sequence. The first appendix shall be identified as NAT-I-845-3-1.

ARTICLE III

Financial Provisions

A. The CCNAA shall arrange to pay the AIT, in accordance with provisions set forth in appendices made a part of this Annex, the amount of actual costs incurred by AIT in rendering services and overhead charges, including all costs arising from the expiration or termination of this Annex and Appendices.

B. The CCNAA identifies the office to which the AIT will render financial statements and consult on related financial matters with the office indicated in paragraph B, Article III of the basic agreement (NAT-I-845).

C. Annex Number NAT-I-845-3 has been assigned by AIT to identify this project and should be referred to in all related correspondence.

D. Payments of bills are due within not more than 60 days from the date of billing. Payments are to be rendered by check payable in U.S. dollars.

In the event that payment is not rendered within 60 days from the date of billing, regulations require that late charges be assessed for each additional 30 day period, or portion thereof, during which payments are overdue. The basis used by AIT to compute such charges shall be consistent with the following. The late charge will be computed by multiplying the amount of the overdue payment by the official monthly percentage rate periodically determined and prescribed by the U.S. Department of Treasury.

ARTICLE IV

Amendments

Any changes in the services furnished, charges or other provisi-

ons of this Annex or its appendices shall be in accordance with Article V of the basic agreement (NAT-I-845).

ARTICLE V

Effective Date, Duration and Termination

This Annex becomes effective upon signature of the duly authorized representatives of the AIT and CCNAA and shall remain in effect until such time as the Agreement NAT-I-845, expires or is terminated. This Annex and related appendices may be terminated at any time by either party by sixty (60) days notice in writing. Any such termination shall allow the AIT 120 days to close out the program operations. All AIT costs incurred as a result of termination of this Annex or any of its appendices shall be reimbursed by the CCNAA to the AIT.

The AIT and CCNAA agree to the provisions of this Annex as indicated by the signatures of their duly authorized officers.

The Coordination Council for
North American Affairs

(Signed)

Tsai Wei-ping

Representative

April 20, 1982

The American Institute in Taiwan

(Signed)

David Dean

Chairman of the Board

and Managing Director

April 21, 1982

APPENDIX NUMBER NAT-I-845-3-1 BETWEEN THE COORDINATION COUNCIL
FOR NORTH AMERICAN AFFAIRS AND THE AMERICAN INSTITUTE IN TAIWAN

This Appendix identifies specific services to be provided by AIT for the CCNAA, in accordance with Annex III.

ARTICLE I

Description of Services

The AIT will provide two specialists with backgrounds in airworthiness maintenance and flight operations on a temporary duty basis (TDY) to travel to Taipei for a period of approximately three weeks. The specialists will participate in a review of the existing civil aviation system to ascertain that a clear delineation can be established relative to functions and duties between the aviation authority and the airlines. The specialists will provide recommendations designed to promote flight safety. AIT will arrange for the specialists to depart for Taipei to meet a mutually developed schedule. Should additional services be required, the date and length of service will be provided for by mutual agreement between AIT and CCNAA, and will be appropriately documented by an amendment to this Appendix.

ARTICLE II

Manpower Requirements and Cost

Estimates

2 each Aviation Specialists	
(for three weeks)	\$ 8,954
Travel Transportation-Taipei	\$ 8,236
Washington Support	\$ 570
Total	\$17,760
Overhead 12%	\$ 2,131
Contingency	\$ 1,109
Grand Total	\$21,000

ARTICLE III

Financial Provisions/Procedures

- A. The CCNAA shall arrange to reimburse the AIT for its cost in providing services under this Appendix. AIT bills will:
- 1 Contain a reference to the Appendix number assigned this p-

- project (NAT-I-845-3-1) ;
- 2 Identify charges accrued at the time of billing and periods covered;
 - 3 Be forwarded for payment in accordance with Article III, Agreement NAT-I-845.

The AIT and CCNAA agree to the provisions of this Appendix as indicated by signature of their duly authorized officers.

The Coordination Council for
North American Affairs

(Signed)

Tsai Wei-ping

Representative

April 20, 1982

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David Dean

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