

法規名稱：ANNEX 4 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 11 月 08 日

生效日期：民國 71 年 11 月 08 日

#### ARTICLE I

##### Purpose of Annex

This Annex identifies and defines the logistical support services the American Institute in Taiwan (AIT) is in a position to furnish by contract which the Coordination Council for North American Affairs (CCNAA) requires, has funds available for, and has determined said services should be obtained from the AIT.

#### ARTICLE II

##### Description of Services

A At such location and such time as may be mutually agreed upon by the AIT and the CCNAA, the AIT will furnish to the extent that the AIT can arrange, parts peculiar and repair services for air navigational equipment which AIT has contractual accessibility. The term "parts peculiar" is defined as parts specifically made for the equipment and not readily available from commercial sources. The term "furnish" is defined as supply from AIT contractors. Repair services are intended for that which is beyond the capabilities of in-country repair. All requests for Repair and Return (R and R) services must receive prior approval through the contact listed in paragraph G of Article III. Items once so approved are to be packed and shipped in accordance with instructions contained in subsequent correspondence.

B CCNAA will provide a list of the type systems and quantities of such systems utilizing parts peculiar and related logistical services which CCNAA identifies as an annual support requirement. CCNAA will ensure that the list will be provided to AIT within four (4) months following the last date of signature on this Annex, and the list will become Attachment 1. AIT will

then have sufficient time to include such requirements in their contractor's next budget cycle. The Attachment will be reviewed by AIT's contractor annually to ascertain the volume of activity and the type of services provided, in order to determine the anticipated impact upon AIT's contractor. The Attachment will then be revised as needed, by mutual consent of the Parties.

### ARTICLE III

#### Special Conditions

- A The total value of material to be procured from the AIT under this Annex may not exceed \$20,000 per year. This limitation does not include the packing or shipping charges nor the AIT administrative overhead charges.
- B The authority for the AIT to provide this service is dependent upon the continued unavailability of those parts on the open market which are peculiar to such equipment/systems.
- C The CCNAA will be responsible for securing any licenses or other documents required to permit the items furnished under this Annex to leave the United States and to enter Taiwan. Also, CCNAA shall be responsible for securing any licenses or other documents required to permit repairable items to leave Taiwan and to enter the United States. A U.S. freight forwarder may be designated by CCNAA to handle U.S. export/import requirements.
- D The AIT will send to the CCNAA appropriate shipping documents. Shipment is to be in accordance with the method requested by CCNAA. Shipping costs are to be prepaid by the AIT at the shipping location and billed as a separate item on the invoice.
- E Items ordered under this Annex shall be shipped to locations identified in subsequent documentation.
- F The CCNAA will not hold the AIT liable for loss or damage to materials while they are in transit to or from the AIT contractor's facilities. The CCNAA may arrange, with appropriate private insurance companies, to insure materials while in trans-

it.

G Initial point of contact for all services will be:

American Institute in Taiwan  
Rosslyn Center Building-17th Floor  
1700 North Moore Street  
Arlington, Virginia 22209  
Telephone: (703) 525-8474

#### ARTICLE IV

##### Financial Provisions

A The CCNAA will reimburse the AIT for actual cost of acquisition, services, materials, packing and shipping, plus a twelve (12) percent administrative service charge. AIT bills will be rendered on a quarterly basis, contain a reference to the Annex number, NAT-I-845-4, and be supported with an appropriate summary of charges; (i.e., type of service, requisition number, packing, shipping and related costs).

B Payments for these services will be remitted by wire transfer, in United States dollars, made payable to:

Riggs National Bank of Washington,  
D.C.

For the Account of, American  
Institute in Taiwan Special Account #104-08-378-913

C 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 by the U.S. Department of Treasury.

D 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).

ARTICLE V

Amendments

Any changes in the services furnished, charges or other provisions of this Annex shall be in accordance with Article V of the basic Agreement (NAT-I-845).

ARTICLE VI

Effective Date, Duration and Termination

This Annex will become effective upon signature of the duly authorized representatives of the AIT and the CCNAA and will remain in effect for the term of the basic Agreement. Either party may terminate this Annex as provided for in Article VI of the basic Agreement (NAT-I-845).

ARTICLE VII

Authority

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

Coordination Council for  
North American Affairs  
(Signed)

Tsai Wei-ping  
Representative  
Date: 11/8/82

The American Institute in Taiwan  
(Signed)

David Dean  
Chairman of the Board and  
Managing Director

Date: 11/4/82

SAMPLE ATTACHMENT 1

ANNEX NAT-I-815-4



Date\_\_\_\_\_

In accordance with Article II, paragraph B, CCNAA identifies the following types and quantities of equipment which may require logistical support services under the terms and conditions of this Annex:

\_\_\_\_\_each Instrument Landing System

(ILS), Type\_\_\_\_\_

\_\_\_\_\_each VOR, Type\_\_\_\_\_

\_\_\_\_\_each TACAN, Type\_\_\_\_\_

\_\_\_\_\_each Airport Surveillance Radar

(ASR), Type\_\_\_\_\_

\_\_\_\_\_each Communications, Receiver,  
Transmitter, etc. Type\_\_\_\_\_

\_\_\_\_\_each Computers and Display Sub-  
Systems, Type\_\_\_\_\_