

**法規名稱：**AGREEMENT BETWEEN THE TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE OFFICE IN THE UNITED STATES AND THE AMERICAN INSTITUTE IN TAIWAN FOR TECHNICAL COOPERATION IN SCIENTIFIC AND WEATHER TECHNOLOGY SYSTEMS SUPPORT (AD.1997.11.05)

**簽訂日期：**民國 86 年 11 月 05 日

**生效日期：**民國 86 年 11 月 05 日

#### ARTICLE I-SCOPE

This Agreement between the Taipei Economic and Cultural Representative Office in the United States (TECRO) and the American Institute in Taiwan (AIT) provides a framework through which the National Oceanic and Atmospheric Administration (NOAA), the designated representative of AIT, can provide technical expertise, training and scientific exchange activities on a reimbursable basis to the Central Weather Bureau of Taiwan (CWB), the designated representative of TECRO, in areas of mutual interest in the field of Scientific and Technology Systems Support, primarily supporting the fields of meteorology, hydrology and climatology.

#### ARTICLE II-OBJECTIVES

The broad objective of this Agreement is to establish a framework to allow NOAA, acting as the designee of AIT, to carry out reimbursable technical cooperation with the CWB under a TECRO-AIT Agreement. The technical objectives of the cooperation are:

- A.to undertake cooperative activities that will strengthen the weather forecasting capability of Taiwan;
- B.to provide technical assistance to plan, implement and maintain new scientific and technology systems primarily supporting the fields of meteorology, hydrology and climatology;
- C.to provide professional development and training for Taiwan participants selected by TECRO, or its designated representative CWB;
- D.to exchange materials and information and transfer technology from AIT's designated representative NOAA to TECRO's designated representative CWB; and
- E.to promote joint consideration of scientific and technical ex-

change programs.

#### ARTICLE III-COOPERATIVE ACTIVITIES

Cooperative activities will be determined after consultations between TECRO and its designated representative CWB, and AIT and its designated representative NOAA.

A.Activities under this Agreement may include developing, implementing, maintaining and repairing meteorological observation, processing and displaying systems, exchanging information, exchanging scientists and technical experts, convening seminars and meetings, training participants, and other forms of cooperation in the areas of new scientific and technology systems primarily supporting the fields of meteorology, hydrology and climatology;

B.TECRO and AIT will conclude Implementing Arrangements concerning specific cooperative activities to be conducted under this Agreement. Each Implementing Arrangement shall be subject to the terms of this Agreement, and if there is a conflict between any provision (s) of an Implementing Arrangement, and this Agreement, then applicable provision(s) of this Agreement shall govern.

C.Each Implementing Arrangement shall specify the technical scope of the activities, management responsibilities, specific funding arrangements, cost and schedule estimates, procedures to be followed, and other appropriate matters.

D.All cooperative activities undertaken pursuant to specific implementing Arrangements under this Agreement shall be subject to the respective and applicable laws, regulations, policies, funding and administrative procedures of TECRO and its designated representative CWB, and of AIT and its designated representative NOAA.

#### ARTICLE IV-COORDINATION

Overall coordination of the activities covered by this Agreement and its Implementing Arrangements and the provision of certain

administrative facilities and support for this Agreement shall be the responsibility of TECRO and AIT and their designated representatives. Responsibility for managing the specific activities undertaken, and the role of other entities in these activities, shall be determined mutually by TECRO and AIT and their designated representatives, and specified in the relevant Implementing Arrangement.

#### ARTICLE V-RESPONSIBILITIES OF AIT

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

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

B.AIT shall, through its designated representative NOAA, furnish to TECRO, or its designated representative CWB, such information related to the services AIT shall provide to TECRO pursuant to this Agreement as may be reasonably requested.

C.Upon completion of specific services provided to TECRO by AIT, as delineated in the Implementing Arrangements to this Agreement, AIT shall deliver to TECRO, or its designated representative CWB, all reports, calculations, comments, suggestions, and relevant technical data compiled or prepared by AIT, or its designated representative NOAA, in and under this Agreement. Such shall become the sole property of TECRO, or its designated representative CWB, pursuant to this Agreement.

D.AIT, through its designated representative NOAA, shall provide suitably qualified personnel who are acceptable to TECRO and to TECRO's designated representative CWB. Personnel will be selected on merit factors such as education, experience, and expertise.

E.AIT, through its designated representative NOAA, 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 NOAA, who are in Taiwan under the auspices of AIT.

#### ARTICLE VI-RESPONSIBILITIES OF TECRO

- A.Pursuant to this Agreement, TECRO shall assist AIT in obtaining visas and other documents necessary for personnel of AIT's designated representative NOAA, who visit Taiwan under the auspices of AIT in order to carry out this Agreement.
- B.Pursuant to this Agreement, TECRO shall assist AIT in obtaining the necessary permits and authorizations for carrying out the assistance specified in the Implementing Arrangements to this Agreement, including access to facilities and areas under jurisdiction of TECRO's designated representative CWB, by personnel of AIT's designated representative NOAA, who are in Taiwan under auspices of AIT.
- C.TECRO shall, pursuant to this Agreement, assure that AIT, and its designated representative NOAA, are held free and clear of all customs duties and imposition charged by the authorities in the territory represented by TECRO. Neither AIT nor its designated representative NOAA, shall be required to pay any duties or taxes in executing the terms and conditions of this Agreement.

#### ARTICLE VII-FINANCIAL ARRANGEMENTS

- A.Activities under this Agreement are conducted on a fully reimbursable basis unless other arrangements are specified and mutually agreed to in Implementing Arrangements to this Agreement.
- B.TECRO shall provide funds to AIT for all personnel, equipment, facilities, or other services provided to TECRO, or its designated representative CWB, by AIT or its designated representative NOAA, as required to carry out activities pursuant to this Agreement and each respective Implementing Arrangement.

C.AIT shall provide TECRO with documentation supporting requests for reimbursement in accordance with the standard financial regulations and practice of AIT and its designated representative NOAA.

D.Pursuant to Article III, each Implementing Agreement shall specify funding and payment arrangements for activities covered by the Implementing Arrangement and shall include an estimated budget for at least the first year of activity.

#### ARTICLE VIII-INTELLECTUAL PROPERTY CONSIDERATIONS

A.TECRO and AIT support the widest possible dissemination of information provided, exchanged, or arising under this Agreement subject to the need to protect preexisting proprietary information, patent and copyright restrictions.

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 IX-LIABILITY

Except for damage to, or loss of, property of AIT or of its designated representative NOAA, which is caused by AIT or NOAA personnel, TECRO agrees to indemnify AIT, or its designated representative NOAA, for any acts or omissions by TECRO and/or its representatives and their employees resulting in damage to or loss of such property arising out of activities associated with this Agreement.

In addition, all property made available under this Agreement to

TECRO and/or other public or private interests is tested and quality controlled by the standard procedures implemented by NOAA. After CWB tests and accepts such property, neither AIT nor its designated representative NOAA, make any warranties, either express or implied, concerning the proper functioning of its equipment including any systems hardware or software, or the accuracy of any data obtained from such equipment. Neither AIT nor its designated representative NOAA, assume any liability to TECRO or other recipients of its property or data nor will they reimburse or indemnify such parties for property damage, personal injury, death, or any other losses whatsoever.

#### ARTICLE X-EFFECTIVE DATE

This Agreement will become effective on the date of the last signature hereafter.

#### ARTICLE XI-AMENDMENT AND TERMINATION

This Agreement, and its Implementing Arrangements, may be amended by the mutual written agreement of TECRO and AIT.

This Agreement shall continue until terminated by either party at any time by notification to the other party in writing sixty days in advance of the desired termination date. Termination of this agreement also terminates at the same time all Implementing Agreements issued hereunder, unless they have been previously terminated. 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 XII-RESOLUTION OF DIFFICULTIES

TECRO and AIT 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 difficulties or misunderstandings that may arise.

FOR THE TAIPEI ECONOMIC AND

FOR THE AMERICAN INSTITUTE

CULTURAL REPRESENTATIVE

IN TAIWAN

OFFICE IN THE UNITED STATES

[Signed]

[Signed]

Peter P.C. Cheng

Barbara J. Schrage

November 5, 1997

10/22/97

Date

Date