

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 ASSOCIATED WITH DEVELOPMENT, LAUNCH AND OPERATION OF A CONSTELLATION OBSERVING SYSTEM FOR METROLOGY IONOSPHERE AND CLIMATE

簽訂日期：民國 88 年 06 月 30 日

生效日期：民國 88 年 06 月 30 日

ARTICLE I - SCOPE

This agreement provides a framework through which the Taipei Economic and Cultural Representative Office in the United States (TECRO), through its designated representative, the National Space Program Office (NSPO) of Taiwan, can obtain the technical expertise, training, and scientific exchange activities from the American Institute in Taiwan (AIT), through its designated representative, the University Corporation for Atmospheric Research (UCAR), in areas of mutual interest in the development, launch and operation of a demonstration constellation of small satellites for atmospheric sensing, with a goal to provide global atmospheric data sets for scientific research, education and demonstration of operational capability.

ARTICLE II - AUTHORIZATION

This Agreement is entered into pursuant to the Taiwan Relations Act of April 10, 1979, Public Law 96-8 (22 USC 3301 et seq.).

ARTICLE III - OBJECTIVES

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

A. To provide technical and scientific assistance in demonstrating the capabilities of UCAR's GPS/MET technology in a real-time operational environment for weather prediction, space weather observation, and climate and global change research.

- B.To demonstrate the advantages and effectiveness of amicro-satellite constellation in terms of risk management. cost and compatibility with existing obsewatioxlal platforms.
- C.To provide professional scientific and engineering collaboration in the development, launch and operation of a constellation of small satellites for atmospheric sensing.
- D.To provide global atmospheric data sets for scientific research and education.
- E.To provide technical assistance related to armospheric sensing techniques using space-based GPS receivers from AIT's designated representative, UCAR, to TECRO's designaced representative , NSPO.

ARTICLE IV - COOPERATIVE AGTIVITIES

Specific cooperative activities will be determined after consultations between TECRO and its designated representative, NSPO, and AIT and its designated representative, UCAR.

- A.The general activity to be conducted under this Agreement is the development, launch and operation of a Constellation Observing System for Meteorology, Ionosphere and Climate (COSMIC). Major tasks include designing and constructing the satellites and their instruments, satellite launch, establishment of the operational control centers, verification and analysis of atmospheric data, and dissemination of those dara for scientific research and education.
- B.Specific cooperarive activities to be conducted under this AgreementzIlt will be determined after consultation between TECRO and AIT, and will be included in Implementing Arrangements.
- 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, details concerning warranty considerations, treatment of intellectual property, liability and other appropriate matters.
- D.All cooperative activities undertaken pursuant to specific Im-

plementing Arrangements under this Agreement shall be subject to the respective and applicable laws, regulations, policies, funding and administrative procedures under which TECRO and its designated representative, NSPO, and AIT and its designated representative, UCAR, operate.

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, UCAR, keep accurate and systematic accounts and records with respect to services provided pursuant to this Agreement in such form and detail as is customary, and shall permit TECRO, or its designated representative, NSPO, to inspect same and make copies thereof as may be reasonably requested.

B. AIT shall, through its designated representative, UCAR, furnish to TECRO, or its designated representative, NSPO, 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 the Agreement, AIT shall deliver to TECRO, or to its designated representative, NSPO, hardware, software, technical reports, system documentation, calculations, comments, suggestions, and relevant technical data compiled or prepared by AIT or its designated representative, UCAR, in and under this Agreement. Specific details will be provided in the Implementing Arrangements to the Agreement. As delineated in Implementing Arrangements to this Agreement, such shall become the sole property of TECRO, or its designated representative, NSPO, pursuant to this Agreement; however, no license or other transfer of rights to referenced, imbedded or underlying intellectual property shall occur unless specifically authorized in the Implementing Arrangements to this Agreement.

D. To the extent that funds are made available by TECRO to AIT,

AIT through its designated representative, UCAR, will make available such personnel, equipment and facilities necessary to carry out activities pursuant to this Agreement.

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

F.AIT, through its designated representative, UCAR, 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, UCAR, who are on Taiwan under the auspices of AIT.

G.Pursuant to this Agreement, AIT shall assist TECRO in obtaining visas and other documents necessary for personnel of TECRO's Designated representative, NSPO, who visit the United States under the auspices of TECRO in order to carry out this Agreement.

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, UCAR, 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 the jurisdiction of TECRO's designated representative, NSPO, by personnel of AIT's designated representative, UCAR, who are on Taiwan under the auspices of AIT.

C.TECRO shall, pursuant to this Agreement, assure that AIT and its designated representative, UCAR, 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, UCAR, shall be required to pay any duties or taxes in executing the terms and conditions of this Agreement.

ARTICLE VII - FINANCIAL ARRANGEMENTS

- A. The financial arrangements and terms of payments are specified and mutually agreed to in the Implementing Arrangements to this Agreement.
- B. AIT shall provide TECRO with documentation supporting requests for reimbursement in accordance with standard financial regulations and practice of AIT and its designated representative, UCAR.
- C. Pursuant to Article IV, each Implementing Arrangement shall specify funding and payment arrangements for activities covered by the Implementing Arrangement and shall include the estimated budget for at least the first year of activity.

ARTICLE VIII - INTELLECTUAL PROPERTY CONSIDERATIONS

- A. TECRO and its designated representative, NSPO, and AIT its designated representative, UCAR, and support the widest possible dissemination of information provided, exchanged or arising under this Agreement, subject to the need to protect pre-existing proprietary information, patent, and copyright restrictions.
- B. Details concerning intellectual property considerations and information dissemination procedures will be specified in each Implementing Arrangement to this Agreement.
- C. 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, as delineated in the implementing Arrangements to this Agreement.

ARTICLE IX - EFFECTIVE DATE

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

ARTICLE X - AMENDMENT AND TERMINATION

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

This Agreement may be terminated by either party at any time by notification to the other party in writing sixty (60) 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, settlement with sub-tier suppliers, the determination of settlement costs, and the distribution of project inventories and supplies.

ARTICLE XI - RESOLUTION OF DIFFICULTIES

TECRO and AIT shall consult, upon request of either party or their designated representatives, regarding any matter related to the terms of this Agreement, and shall endeavor jointly, in a spirit of cooperation and mutual trust, to resolve by informal means for a period of sixty (60) days any difficulties or misunderstandings that may arise.

ARTICLE XII - SURVIVING PROVISIONS

The provisions of Article VIII shall survive the expiration of this Agreement.

ARTICLE XIII - FORCE MAJEURE

Any event of Force Majeure shall constitute an excusable delay. Examples include, but are not limited to, embargo, quarantine, war, public disorders, explosions, fire, earthquake or other acts of God, the suspension, cancellation or failure to receive necessary permissions, or any other condition beyond the control of the parties affected. Such delays shall excuse the affected party from performance during the period when prevented, not terminate the Agreement, and require resumption of performance as promptly as possible, using all best efforts to remove the cause

of non-performance.

ARTICLE XIV - NOTICES

Any notice under this Agreement shall be given by certified air-mail, personal delivery, telefax, telex or cable to the address specified below, which may be changed from time to time.

To NSPO:

National Space Program Office
of the National Science Council
8F, No. 9 Prosperity Road 1
Science-Based Industrial Park
Hsin-Chu 30077, Taiwan, ROC
Attn: Chief of Program

Control Division

Dr. Di Chiu

Telephone: 886-35-784288 ext. 8222

Telefax: 886-35-784246

Email: pc01@nspo.gov.tw

FOR THE TAIPEI ECONOMIC AND
CULTURAL REPRESENTATIVE

OFFICE IN THE UNITED STATES

June 36, 1999

To UCAR:

University Corporation for
Atmospheric Research
P.O. Box 3000
Boulder, CO 80307-3000
Attn: Mr. Jeff Reaves

Telephone: 1 303-497 8890

Telefax: 1-303-497-8501

Email: jreaves@ucar.edu

FOR THE AMERICAN INSTITUTE
IN TAIWAN

5/29/99