

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 METEOROLOGY AND FORECAST SYSTEMS DEVELOPMENT (AD.2001.06.20)

簽訂日期：民國 90 年 06 月 20 日

生效日期：民國 90 年 06 月 20 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 fields of meteorology and forecast systems development. This Agreement supercedes the previous agreement between the parties that became effective November 5, 1997.

Article II - Authorities

A 22 U.S.C § 3301 et seq., the Taiwan Relation Act of April 10, 1979, Public Law 96-8, which authorizes agencies of the United States Government to perform services for, and to accept funds in payment from AIT;

B An Agreement Between the National Oceanic and Atmospheric Administration (NOAA), U.S.Department of Commerce (DOC), and AIT, that provides a framework through which NOAA can provide technical expertise, training, and scientific exchange activities on a reimbursable basis to AIT in areas of mutual interest in the fields of meteorology and forecast systems development.

Article III - Objectives

The broad objective of this Agreement is to establish a framework to allow NOAA, acting as the designated representative of AIT, to carry out reimbursable technical cooperation with TECRO's de-

signed representative, the CWB, under a TECRO-AIT Agreement.

The technical objectives of the cooperation are:

- A To undertake cooperative activities what will strengthen the weather forecasting capability of Taiwan;
- B To provide technical assistance to plan and implement weather forecast systems for Taiwan;
- 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 exchange programs.

Article IV - Cooperative Activities

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

- A Activities under this Agreement may include conducting joint research projects, developing systems specifications and acquisition plans, developing meteorological observation, processing and display systems, managing systems implementation, exchanging information, exchanging scientists and technical experts, convening seminars and meetings, training participants, and engaging in other forms of cooperation in the areas of weather forecasting systems and related science and technology as may be mutually agreed.
- B AIT and TECRO will conclude Implementing Arrangements regarding scientific 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 provisions of an implementing Agreement and this Agreement, then applicable provisions 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, procedure (s) to be followed, treatment of intellectual property, liability, 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 AIT and its designated representative NOAA, and of TECRO and its designated representative CWB.

Article V - 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 AIT and TECRO 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 AIT and TECRO and their designated representatives, and specified in the relevant Implementing Arrangements.

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 Ta-

iwana 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 of charges by the authorities of Taiwan. 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 - Responsibilities of AIT

AIT agrees, through its designated representative, NOAA, to perform the following activities and provide the following resources in support of the joint project activities under this Agreement:

- A Providing overall management of the cooperative activities under this Agreement;
- B Working under the guidance of AIT and consulting, as necessary and appropriate, with representatives of agencies designated by AIT;
- C Designating appropriate officials of NOAA to be responsible for coordination between NOAA staff and AIT and its designees;
- D Determining NOAA's staffing requirements and selecting personnel, institutions and firms as necessary to fulfill NOAA's responsibilities for implementation of activities under this Agreement (This selection process will be carried out solely on the basis of professional capability, academic qualification, experience, and other merit factors. All procurement actions will be conducted in accordance with standard DOC regulations. NOAA will provide information to AIT regarding these selections as requested.);
- E Providing all necessary logistical support to NOAA staff and its contractor including travel arrangements, per diem, and visa assistance, in accordance with standard DOC regulations and contract terms; and
- F Providing administrative support including office space and access to facilities, equipment and services at NOAA sites for

work performed by NOAA in connection with activities under this Agreement.

Article VIII - 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. The Implementing Arrangements shall include a determination that the apportionment of costs for specific activities within its scope is an equitable apportionment.

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 IV, each Implementing Arrangement 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 IX - Intellectual Property Considerations

A AIT and TECRO 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 regarding 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 b-

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 X - 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, and 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 to TECRO and/ or public or private interests under this Agreement or its Implementing Arrangements 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, makes any warranties, either express or implied, regarding the proper functioning of the equipment, including any systems hardware of 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 losses whatsoever.

Article X I - Period of Agreement and Modification /Termination

This Agreement will become effective when signed by all parties on the date of the last signature hereafter. The Agreement will



terminate on December 31,2005, but may be amended at any time by mutual consent of TECRO and its designated representative CWB and AIT and its designated representative NOAA. The parties will review this Agreement annually to determine whether it should be revised, renewed, or cancelled. Any party may terminate this Agreement by providing sixty (60) days written notice to the other party. Termination of this Agreement also terminates at the same time all Implementing Arrangements 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. The equitable adjustment for any termination shall provide for payment to NOAA for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by NOAA relating to commitments that became firm prior to termination.

Article X II - Resolution of Difficulties

AIT and TECRO 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
CULTURAL REPRESENTATIVE
OFFICE IN THE UNITED STATES

FOR THE AMERICAN INSTITUTE
IN TAIWAN

Lyustum Shen
Deputy Representative
6/20/01

Barbara Schrage
Deputy Managing Director
6/12/01

Date

Date