

法規名稱：AMENDMENT NO.1 TO IMPLEMENTING ARRANGEMENT NO.1 TO THE 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 METEOROLOGY, IONOSPHERE AND CLIMATE

簽訂日期：民國 92 年 04 月 07 日

生效日期：民國 92 年 04 月 07 日

WHEREAS, the Taipei Economic and Cultural Representative Office in the United States (TECRO) and the American Institute in Taiwan (AIT) signed an Agreement for Technical Cooperation Associated with Development, Launch and Operation of a Constellation Observing System for Meteorology, Ionosphere and Climate (COSMIC), dated 30 June 1999 (the Agreement), which provides a framework through which AIT, through its designated representative, UCAR, can provide technical expertise, training, and scientific exchange activities to TECRO, through its designated representative, NSPO, 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; and

WHEREAS, Implementing Arrangement No.1, which describes the cooperative activities to be undertaken by TECRO's designated representative, NSPO, and AIT's designated representative, UCAR, to secure a Minotaur launch (Launch) for the COSMIC Program from the Rocket Systems Launch Program (RSLP) of the United States Air Force (USAF), together with the relevant launch services, was subsequently executed between the parties.

NOW, THEREFORE, the parties hereto agree to amend the Implementing Arrangement No.1 as follows:

In Article 4, The Launch, delete paragraphs 4.1 through 4.5 in

their entirety and substitute the following their place:

- " 4.1 The Launch Period shall be the three-month period commencing from the 43rd month to the 46th month from the Work Starting Date under the ROCSAT-3/COSMIC Spacecraft Contract. By March 2004, TECRO's designated representative, NSPO, shall notify AIT's designated representative, UCAR, in writing, if NSPO elects to change the Launch Period from 43 months to 46 months from the Spacecraft WSD to 44 months to 47 months from the Spacecraft WSD. If NSPO makes this election, then such change shall be made through an amendment to the Implementing Agreement No.1 and shall result in no change to NSPO's total funding contribution as set forth in Article 6.1.
- 4.2 The Launch Slot within the Launch Period shall be determined by mutual agreement of the Parties' designated representatives no later than six (6) months prior to the first day of the Launch Period, taking into account the available Launch Opportunities.
- 4.3 The Launch Date (defined as the calendar day within the Launch Period during which the Launch Window is open) shall be determined by mutual agreement of the parties' designated representatives no later than two (2) months prior to the first day of the Launch Slot, taking into account the available Launch Opportunities. Launch Opportunities are defined as the opportunities available for a Launch within a Launch Period depending on the availability and scheduling of facilities at the Launch Site, and meteorological and technical considerations. Launch is defined as the ignition of the first-stage motor(s) of the Launch Vehicle that has been integrated with the satellite with the intention to complete the Launch Mission. The Launch Mission is defined as the transport into the prescribed orbit of the satellites by means of the designated Launch Vehicle from the surface of the earth.
- 4.4 INTENTIONALLY DELETED.



4.5 In the event the scheduled Launch Date is delayed after it is determined pursuant to the procedure set forth above, RSLP may have to incur additional costs. TECRO's designated representative, NSPO, shall be responsible for any additional costs resulting from delays attributable to NSPO or its contractors. AIT's designated representative, UCAR, shall be responsible for any additional costs resulting from delays attributable to Ucar or RSLP. Each designated representative, NSPO and UCAR, shall bear the consequences of force majeure event(s) suffered by it. Notwithstanding the foregoing, launch postponements by RSLP of not more than 30 day total may extend the Launch Date beyond the Launch Period of WSD+46 months without an adjustment in the amount of NSPO's contribution as set forth in Article 6.1 "

IN WITNESS WHEREOF, the parties have caused this Amendment No.1 to Implementing Arrangement No.1 to be executed by their duly authorized officers or representatives in two (2) originals, each party shall hold one original. This Amendment shall enter into force on the date of the last signature hereafter.

THE TAIPEI ECONOMIC AND
CULTURAL REPRESENTATIVE
OFFICE IN THE UNITED STATES

THE AMERICAN INSTITUTE IN TAIWAN

By :

By :

Name: Lyu shun Shen

Name: Barbara J. Schragei

Title : Deputy Representative

Title : Deputy Managing Director

Date : 4/7/'03

Date : 2/12/03