

法規名稱：AGREEMENT BETWEEN THE AMERICAN INSTITUTE IN TAIWAN AND THE COORDINATION COUNCIL FOR NORTH AMERICAN AFFAIRS FOR TECHNICAL COOPERATION IN METEOROLGY AND FORECAST SYSTEMS DEVELOPMENT AND IMPLEMENTING ARRANGEMENT #1#2 (AD.1990.6.28)

簽訂日期：民國 79 年 06 月 28 日

生效日期：民國 79 年 06 月 28 日

#### ARTICLE 1

##### SCOPE

This Agreement between the American Institute in Taiwan (AIT) and the Coordination Council for North American Affairs (CCNAA) 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 CCNAA, in areas of mutual interest in the field of Meteorology and Forecast Systems Development.

#### 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 NOAA, acting as the designee of AIT, to carry out reimbursable technical cooperation with the CWB under an AIT-CCNAA 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 and implement weather forecasting systems for Taiwan.
- C To provide professional development and training for Taiwan participants designated by CCNAA's designated representative, CWB.
- D To exchange materials and information, and to transfer technology from AIT's designated representative, NOAA, to CCNAA's designated representative, CWB.
- E To promote joint consideration of scientific and technical exchange programs.

#### ARTICLE IV

##### COOPERATIVE ACTIVITIES

Cooperative activities will be determined after consultations b-

etween AIT, and its designated representative, NOAA, and CCNAA, and its designated representative, CWB.

A Activities under this Agreement may include the conducting of 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 other forms of cooperation in the areas of weather forecast systems and related science and technology as may be mutually agreed.

B AIT and CCNAA will conclude Implementing Arrangements concerning specific cooperative activities to be conducted under this Agreement.

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, 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 CCNAA, and its designated representative, CWB.

## 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 CCNAA, or its designated representative, CWB, to inspect same and make copies thereof.

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

C Upon completion of specific services provided to CCNAA by AIT, as delineated in the Implementing Arrangements to this Agreement, AIT shall deliver to CCNAA, or to 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 CCNAA, or its designated representative, CWB, pursuant to this Agreement.

- D To the extent that funds are made available to AIT by CCNAA, AIT, through its designated representative, NOAA, will make available such personnel, equipment and facilities necessary to carry out activities pursuant to this Agreement.
- E AIT, through its designated representative, NOAA, shall provide suitably qualified personnel who are acceptable to CCNAA and to CCNAA's designated representative, CWB. Personnel will be selected on merit factors such as education, experience and expertise.
- F 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 CCNAA

- A Pursuant to this Agreement, CCNAA 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, CCNAA 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 CCNAA's designated representative, CWB, be personnel of AIT's designated representative, NOAA, who are in Taiwan under the auspices of AIT.

#### 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 CCNAA shall pay all costs associated with services provided to CCNAA, or its designated representative, CWB, under this Agreement.
- C AIT shall provide CCNAA with documentation supporting requests for reimbursement accordance with standard financial regulations and practice of AIT and its designated representative, NOAA.
- D CCNAA shall make necessary arrangements to reimburse AIT for all actual costs incurred by AIT, or its designated representative, NOAA, in association with this Agreement.
- E 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 VIII

##### INTELLECTUAL PROPERTY

##### CONSIDERATIONS

- A AIT, and its designated representative, NOAA, and CCNAA, and its designated representative, CWB, 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 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 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

CCNAA shall assist in the defense against any suit brought against the Government of the United States, AIT, AIT's designated representative, NOAA, or any instrumentality or officer of the United States arising out of activities associated with this Agreement. CCNAA further agrees to hold the United States, AIT, AIT's designated representative, NOAA, or any instrumentality or officer of the United States, harmless against any claim by CCNAA, CCNAA's designated representative, CWB, or any entity or person in Taiwan or elsewhere for personal injury, death or property damage arising out of work performed under this Agreement.

Except for damage to, or destruction of, property of AIT, or its designated representative, NOAA, caused by personnel of AIT, or its designated representative, NOAA, CCNAA agrees to reimburse AIT, or its designated representative, NOAA, for any damage to or destruction of property belonging to AIT, or its designated representative, NOAA, arising out of activities associated with this Agreement.

#### ARTICLE X

##### EFFECTIVE DATE

This Agreement will become effective on the date of the last si-

gnature hereafter.

#### ARTICLE XI

##### AMENDMENT AND TERMINATION

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

This Agreement may be terminated by either party at any time by notification to the other party in writing sixty 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.

#### ARTICLE XII

##### RESOLUTION OF DIFFICULTIES

AIT and CCNAA 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 AMERICAN  
INSTITUTE IN TAIWAN

[Signed]

Clarke N. Ellis  
Deputy Managing Director  
June 5, 1990

FOR THE COORDINATION  
COUNCIL FOR NORTH  
AMERICAN AFFAIRS

[Signed]

Mou-shih Ding  
Representative  
June 25, 1990

IMPLEMENTING ARRANGEMENT #1 to the AGREEMENT between THE AMERICAN INSTITUTE IN TAIWAN and the COORDINATION COUNCIL FOR NORTH AMERICAN AFFAIRS in METEOROLOGY AND FORECAST SYSTEMS DEVELOPMENT for A PROJECT IMPLEMENTATION PLAN for the JOINT FORECAST SYSTEM PROJECT

#### ARTICLE I

##### SCOPE

This Implementing Arrangement describes the cooperative scientific and technical activities to be undertaken by the American I-

nstitute in Taiwan(AIT) and its designated representative, the Forecast Systems Laboratory (FSL)of the Environmental Research Laboratories (ERL) of the National Oceanic and Atmospheric Administration (NOAA), to determine the feasibility of developing a Forecast System for use by the Central Weather Bureau (CWB) of Taiwan, the designated representative of the coordination Council for North American Affairs (CCNAA) to improve weather forecasting in Taiwan

## ARTICLE II

### AUTHORIZATION

The activities described in this Implementing Arrangement will be carried out under the general terms and conditions established by the Agreement between AIT and CCNAA for Technical Cooperation in Meteorology and Forecast Systems Development. This Implementing Arrangement is hereby attached to that Agreement and becomes part of the Agreement.

## ARTICLE III

### SERVICES

AIT's designated representative, NOAA /FSL, will consult with CCNAA's designated representative, CWB, on the requirements for, and feasibility of, conducting a Joint Forecast System Project with the CWB and will prepare a report in the form of a Project Implementation Plan that will be submitted to CCNAA, and its designated representative, CWB, by AIT.

The Project Implementation Plan will contain information that may be utilized by the CWB to seek approval for the development, procurement and installation of a Forecast System. To develop the Plan ,AIT's designated representative, NOAA / FSL, in consultation with CCNAA, and its designated representative, CWB, will:

- A Identify key weather factors which will influence the design of the Forecast System ;
- B Define the requirements for a Forecast System and define its scope of functions and capabilities ;
- C Specify a preliminary Forecast System configuration plan ;
- D Specify the role and resource requirements of NOAA / FSL in the development and implementation of the Forecast System ;
- E Provide an estimated project development and implementation schedule ;
- F Provide preliminary cost estimates for the development, procurement, installation and implementation of the Forecast System

## ARTICLE IV

### FINANCIAL ARRANGEMENTS

A In accordance with the Agreement, CCNAA will reimburse AIT for all costs incurred by AIT, and its designated representative,

NOAA/FSL, in association with this Implementing Arrangement.  
B The total cost for activities described in this Implementing Arrangement is mutually agreed not to exceed US\$75,000. It is also agreed that fifty percent of the funds will be transferred in advance and that the remaining fifty percent of the funds will be transferred within thirty days of the acceptance of the Project Implementation Plan by CCNAA, and its designated representative, CWB.

ARTICLE V  
INTELLECTUAL PROPERTY  
CONSIDERATIONS

No intellectual property considerations are expected to arise in conjunction with activities described in this Implementing Arrangement. The Project Implementation Plan will not be distributed to other parties until it has been approved in final form by AIT, and its designated representative, NOAA/FSL and CCNAA, and its designated representative, CWB.

ARTICLE VI  
EFFECTIVE DATE, AMENDMENT  
AND TERMINATION

This Implementing Arrangement is effective on the date of the last signature hereafter. This Implementing Arrangement may be amended and / or terminated in accordance with the terms of the Agreement. The estimated completion date for activities described in this Implementing Arrangement is June 15, 1990.

FOR THE AMERICAN  
INSTITUTE IN TAIWAN

[Signed]  
Clarke N. Ellis  
Deputy Managing Director  
June 5, 1990

FOR THE COORDINATION  
COUNCIL FOR NORTH  
AMERICAN AFFAIRS

[Signed]  
Mou--shih Ding  
Representative  
June 28, 1990

IMPLEMENTING ARRANGEMENT #2 TO THE AGREEMENT between THE AMERICAN INSTITUTE IN TAIWAN and the COORDINATION COUNCIL FOR NORTH A-

MERICAN AFFAIRS in METEOROLOGY AND FORECAST SYSTEMS DEVELOPMENT  
for SPECIFICATION OF FORECAST SYSTEM REQUIREMENTS for the JOINT  
FORECAST SYSTEM PROJECT

ARTICLE I

SCOPE

This Implementing Arrangement describes the cooperative scientific and technical activities to be undertaken by the American Institute in Taiwan(AIT) and its designated representative, the Forecast Systems Laboratory (FSL)of the Environmental Research Laboratories (ERL) of the National Oceanic and Atmospheric Administration (NOAA) to evaluate the requirements and prepare specifications for the Forecast System being developed by the Joint Forecast Systems Project between the Central Weather Bureau (CWB ) of Taiwan, the designated representative of the Coordination Council for North American Affairs(CCNA), and NOAA/FSL, the designated representative of AIT.

ARTICLE II

AUTHORIZATION

The activities described in this Implementing Arrangement will be carried out under the general terms and conditions established by the Agreement between AIT and CCNA for Technical Cooperation in Meteorology and Forecast Systems Development. This Implementing Arrangement is hereby attached to that Agreement and becomes part of the Agreement.

ARTICLE III

SERVICES

The Forecast System is comprised of two primary subsystems: a central Facility; and a Forecaster Workstation Subsystem comprised of an indeterminate number of workstations. The Forecast System also has necessary communications between these subsystems. The Forecast System interfaces with existing sources of meteorological data through the CWB Data Acquisition System. The Forecast System also interfaces with distribution circuits that disseminate forecast and warning services to various users. A detailed description of the Forecast System planned for the CWB is provided in the Project Implementation Plan for the Joint Forecast system Project that was prepared as part of Implementing Arrangement 1 of this Agreement.

The activities described in this Implementing Arrangement begin the detailed planning and initial development being undertaken by AIT, and its designated representative, NOAA/FSL, and CCNA, and its designated representative, CWB.NOAA / FSL will consult with the CWB on the requirements and specifications for the Forecast System being developed under the auspices of the Joint Fo-

recast System Project. Three technical areas will be evaluated and FSL will provide technical input to the CWB for their use in preparation of the specifications. These technical areas are :

Data Requirements--The joint project team will evaluate the data requirements, particularly radar data, to support the Forecast System operations. As part of this evaluation, both the sources of data that must be accessed will be identified, as well as the new sources of data that must be established in order to provide the observation data needed to allow the forecast and warning requirements to be met.

On the basis of the evaluation above, the joint project team will assemble the material available at FSL for use by the CWB to complete the interface specifications between the Forecast System and the existing CWB Data Acquisition System. FSL will provide technical advice to CWB concerning the specifications.

Central Facility--The joint project team will assess the requirements of the Forecast System Central Facility to acquire, quality control, and manage data, as well as to generate forecaster display products for the Workstation Subsystem.

On the basis of the assessment above, the joint project team will assemble material available at FSL for use by the CWB in preparing the hardware specifications for the Forecast System Central Facility. The CWB will incorporate the hardware specifications into the overall Forecast System specifications effort. FSL will provide technical advice to the CWB concerning the specifications.

Radar Processing and Communications--The joint project team will identify the upgrades that will be needed for the on-site processing and communication of radar data within the Data Acquisition System so that the required radar data can be provided to the Forecast System to improve the quality of radar data to CWB forecasters.

The joint project team will prepare recommendation for use by the CWB is its upgrade of the radar data processing and communication functions.

These recommendations will be provided to CCNAA by AIT in the form of a report that is mutually agreed to by AIT, NOAA / FSL and CWB.

It is anticipated that evaluations and specifications of other subsystems associated with the Forecast System will be undertaken.

en as pary of subsequent Implementing Arrangements to this Agreement.

#### ARTICLE IV

##### FINANCIAL PROVISIONS

A In accordance with the Agreement, CCNAA will reimburse AIT for all costs incurred by AIT, and its designated representative, NOAA/FSL, in association with this Implementing Arrangement.

B The total cost for activities described in this Implementing Arrangement is mutually agreed not to exceed US \$200,000.

#### ARTICLE VII

##### INTELLECTUAL PROPERTY CONSIDERATIONS

No intellectual property considerations are expected to arise in conjunction with activities described in this Implementing Arrangement. None of the materials or reports prepared under this Implementing Arrangement will be distributed to other parties until they have been approved in final form by AIT, and its designated representative, NOAA/FSL, and CCNAA, and its designated representative, CWB.

#### ARTICLE VIII

##### EFFECTIVE DATE, AMENDMENT AND TERMINATION

This Implementing Arrangement is effective on the date of the last signature hereafter. this Implementing Arrangement may be amended and/or terminated in accordance with the terms of the Agreement. The estimated completion date for activities described in this Implementing Arrangement is October 1, 1990.

FOR THE AMERICAN INSTITUTE IN TAIWAN

[Signed]

Clarke N. Ellis  
Deputy Managing Director  
Jande 5, 1990

FOR THE COORDINATION

COUNCIL FOR NORTH  
AMERICAN AFFAIRS

[Signed]

Mou--shih Ding  
Representative  
Jane 28, 1990