

**法規名稱：**AGREEMENT BETWEEN THE TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE OFFICE IN THE UNITED STATES AND THE AMERICAN INSTITUTE IN TAIWAN FOR COOPERATION IN ASTRONOMY AND ASTROPHYSICS RESEARCH

**簽訂日期：**民國 97 年 10 月 27 日

**生效日期：**民國 97 年 10 月 27 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 TECRO and AIT, through their respective designated representatives the National Science Council of Taiwan (NSC) and the U.S. National Science Foundation (NSF), can exchange technical expertise and scientific access activities, some of which may be provided on a reimbursable basis, in areas of mutual interest in the fields of astronomy and astrophysics.

#### Article II - Objectives

The broad objective of this Agreement is to establish a framework to allow TECRO, through its designated representative NSC, and AIT, through its designated representative of NSF, to exchange technical services and scientific access. The specific objectives of the cooperation are:

- A.To undertake cooperative activities that will mutually strengthen the astronomical research capabilities of the authorities represented by TECRO and AIT in the field of astronomy and astrophysics;
- B.To support institutional collaborations between institutions in the territories of the authorities represented by TECRO and AIT on astronomical projects, including the Atacama Large Millimeter Array (ALMA) project;
- C.To exchange technical and scientific assistance in the construction and operation of the Atacama Large Millimeter Array;
- D.To allow scientific and engineering collaboration in astronomy

and astrophysics;

E.To allow for the exchange of materials and information and the transfer of technology to and from TECRO and AIT through their designated representatives NSC and NSF;

F.To promote joint consideration of scientific and technical exchange programs.

### Article III - Cooperative Activities

ALMA is an international project to build an aperture-synthesis radio telescope operating at millimeter wavelengths in Northern Chile. The ALMA project in North America ( “ ALMA North America ” )is led by NSF in cooperation with the National Research Council of Canada, and in Europe by the European Southern Observatory (ESO). This Agreement specifically addresses cooperation on ALMA North America. Additional cooperative activities may be determined after consultation between TECRO and its designated representative NSC and AIT and its designated representative NSF.

A.Activities under this Agreement may include joint research projects, development projects, collaboration on construction, support of observatory operations, astronomical observations, exchanging information, exchanging scientists and technical experts, convening seminars and meetings, training participants, and engaging in other forms of cooperation in the areas of astronomy and astrophysics and its technologies, as may be mutually agreed.

B.There shall be an Implementing Arrangement that specifies 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. The Implementing Arrangement shall be subject to the terms of this Agreement, and if there is a conflict between any provision(s) of the Implementing Arrangement and this Agreement, then applicable provisions of this Agreement shall

govern.

C.All cooperative activities undertaken pursuant to the specific Implementing Arrangement under this Agreement shall be subject to the respective laws, regulations, policies, funding, and administrative procedures applicable to TECRO and its designated representative NSC and AIT and its designated representative NSF.

#### Article IV - Coordination

Overall coordination of the activities covered by this Agreement and its Implementing Arrangement 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 TECRO

A.Pursuant to this Agreement, TECRO, through its designated representative NSC, shall determine staffing requirements and select personnel, institutions and organizations as necessary to fulfill TECRO ' s responsibilities for implementation of its activities under this Agreement. This selection process will be carried out solely on the basis of professional capability, academic qualifications, experience, and other merit factors. All procurement actions will be conducted in accordance with standard NSC procedures and ALMA guidelines. TECRO, through its designated representative NSC, will provide information to AIT ' s designated representative NSF regarding these selections as requested;

B.TECRO shall, pursuant to this Agreement, assure that AIT and its designated representative NSF are held free and clear of all customs duties and imposition of charges by the

authorities TECRO represents. Neither AIT nor its designated representative NSF shall be required to pay any duties or taxes in executing the terms and conditions of this Agreement;

C. Make available upon request to AIT or its designated representative NSF all appropriate written records of the activities covered by the present Agreement.

#### Article VI - Responsibilities of AIT

AIT agrees that its designated representative NSF shall perform the following activities and provide the following resources in support of the joint project activities under this Agreement:

- A. Determine staffing requirements and select personnel, institutions and organizations as necessary to fulfill AIT's responsibilities for implementation of its activities under this Agreement. This selection process will be carried out solely on the basis of professional capability, academic qualifications, experience, and other merit factors. All procurement actions will be conducted in accordance with standard NSF procedures and ALMA guidelines. AIT, through its designated representative NSF, will provide information to TECRO's designated representative NSF regarding these selections as requested;
- B. Assure that TECRO and its designated representative NSF are held free and clear of all customs duties and imposition of charges by the authorities represented by AIT. Neither TECRO, nor its designated representative NSF, shall be required to pay any duties or taxes in executing the terms and conditions of this Agreement;
- C. Provide overall management of the cooperative activities under this Agreement;
- D. Provide overall management of ALMA North America;
- E. As necessary and appropriate, work under the guidance of AIT and consult with representatives of agencies designated by AIT;
- F. Designate appropriate NSF officials to be responsible for

coordination between NSF staff and AIT and its designees;  
G. Make available upon request to TECRO or its designated representative NSC all appropriate written records of the activities covered by the present Agreement.

#### Article VII - Collaboration on ALMA

- A. TECRO through its designated representative NSC will support the construction of ALMA through cash or deliverables over a 10-year period 2006-2015 with a total value of US\$16,136,000 (FY2000).
- B. AIT shall ensure that NSF intends to contribute not less than US\$490,000,000 for the construction of ALMA.
- C. ALMA North America's responsibilities and obligations to the international ALMA project are described in the Agreement Concerning the Joint Construction and Operation of the Atacama Large Millimeter Array, which is appended to this Agreement.
- D. TECRO's construction contribution may be in-kind deliverables and industrial contracts placed in the territory of the authorities represented by TECRO, subject to the approval of the North American ALMA Executive.
- E. TECRO through its designated representative NSC intends to support the operation of ALMA with funding commencing in 2016 and continuing at the same constant-dollar level as for ALMA construction. The actual level of the contributions to operations by each party is based on the ratio of contributions to construction.
- F. Any cash payments provided by TECRO's designated representative NSC shall be conveyed through TECRO to AIT, which will transfer such payments to its designated representative NSF.
- G. The signatories recognize that continued funding of ALMA in the territories of the authorities represented by TECRO and AIT is subject to the availability of appropriated funds.

#### Article VIII - Financial Arrangements

- A. TECRO shall provide AIT funds on an annual basis as specified above to fulfill its collaborative obligations toward the ALMA project.
- B. AIT shall provide TECRO with any requested documentation to support these or any other requests for reimbursement, in accordance with the standard financial regulations and practice of AIT and its designated representative NSF.
- C. The Implementing Arrangement attached herein specifies payment arrangements for activities covered by the Implementing Arrangement.

#### Article IX - 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 pre-existing proprietary information, patent, and copyright restrictions.
- B. Details regarding intellectual property considerations and information disseminating 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 of 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

- A. Except for damage to, or loss of, property of TECRO, NSC, or its designated contractors or awardees caused by TECRO, NSC, or contractor or awardee personnel, AIT shall assure that its

designated representative, NSF, agrees to indemnify TECRO and its designated representative NSC for any acts or omissions by NSF and/or its representatives and their employees resulting in damage to, or loss of, such property, arising out of activities associated with this Agreement.

B. Except for damage to, or loss of, property of AIT, NSF, or its designated contractors or awardees caused by AIT, NSF, or contractor or awardee personnel, TECRO shall assure that its designated representative, NSC, agrees to indemnify AIT and its designated representative NSF 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.

#### Article XI - Period of Agreement and Modification /Termination

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

B. The Agreement will terminate on the same date the International ALMA Agreement expires, unless terminated earlier by mutual agreement or by the failure of the signatories to fulfill their substantive obligations under the Agreement. The Agreement may be extended at any time by the mutual consent of TECRO and its designated representative NSC, and of AIT and its designated representative NSF.

C. Either party may terminate this Agreement by providing sixty (60) days' written notice to the other party and its designated representative. 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.

D. The equitable adjustment of any termination shall provide for payment to TECRO for services rendered and expenses incurred by its designated representative NSC prior to the termination,



in addition to termination settlement costs reasonably incurred by NSC relating to commitments that became firm prior to termination.

E. The equitable adjustment of any termination shall provide for payment to AIT for services rendered and expenses incurred by its designated representative NSF prior to the termination, in addition to termination settlement costs reasonably incurred by NSF relating to commitments that became firm prior to termination.

F. The Agreement may be modified by mutual agreement of TECRO and its designated representative NSC and AIT and its designated representative NSF. Any modifications take effect when signed and dated by the parties to this Agreement.

#### 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  
CULTURAL REPRESENTATIVE  
OFFICE IN THE UNITED STATES

FOR THE AMERICAN INSTITUTE  
IN TAIWAN

\_\_\_\_\_  
Barbara J. Schrage, Managing  
Director

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Date

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Date