

法規名稱：AMENDMENT NO. 2 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 94 年 03 月 02 日

生效日期：民國 94 年 03 月 02 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:

1. In Article 4, The Launch, delete paragraphs 4.1 and 4.5 in their entirety and substitute the following in their place:

Quote

4.1 The Launch Period shall be the three-month period commencing from the 44th month to the 47th month from the Work Starting Date under the ROCSAT-3/COSMIC Spacecraft Contract. The Launch Period will be reduced to a one (1) month Launch Slot within the designated Launch Period.

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 days total may extend the Launch Date beyond the Launch Period of WSD+47 months without an adjustment in the amount of NSPO's contribution as set forth in Article 6.1.

Unquote

2. In section 4, Milestones Completion Certificate, Appendix III Statement of Work, delete 4.1 through 4.6 in their entirety and substitute sections 4.1 to 4.7 as in Attachment A to this Amendment in their place.
3. In section 4.0, Summary Document List, Appendix V Data Deliverables, delete 4.1 through 4.3 in their entirety and



substitute sections 4.1 to 4.3 as in Attachment B to this Amendment in their place.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 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

Name:

Name:

Title:

Title:

Date:3/2/05

Date:2/25/05