

**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

**簽訂日期：**民國 96 年 09 月 05 日

**生效日期：**民國 96 年 09 月 05 日

#### Article I - Scope

This Agreement Between the Taipei Economic and Cultural Representative in the United States (TECRO) and the American Institute in Taiwan (AIT) provides a framework through which AIT, through its designated representative, the National Oceanic and Atmospheric Administration (NOAA), can provide technical expertise, training, and scientific exchange activities on a reimbursable basis to TECRO, through its designated representative, the Central Weather Bureau of Taiwan (CWB), in areas of mutual interest in the fields of meteorology and forecast systems development. This Agreement supersedes the previous agreement between the parties that became effective June 20, 2001.

#### Article II - Authorities

- A. 22 U.S.C. § 3301 et seq., the Taiwan Relations Act, 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 general objective and purpose of this Agreement is to

establish a framework to allow NOAA, acting as the designee of AIT, to carry out reimbursable technical cooperation with CWB under a TECRO-AIT 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 forecast systems for Taiwan;
- C. To provide professional development and training for Taiwan participants designated in accordance with an Agreement between TECRO and AIT;
- D. To exchange materials and information and transfer technology from AIT's designated representative, NOAA, to TECRO and its 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 specific 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 provision(s) of an Implementing

Arrangement 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, procedures to be followed, treatment of intellectual property, information dissemination procedures, 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 Taiwan 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. Consulting, as necessary and appropriate, with representatives of agencies;
- C. Designating appropriate officials to be responsible for coordination between the staff of its designated representative, NOAA and the staff of TECRO' s designated representative, CWB;
- D. Determining staffing requirements and selecting personnel, institutions and firms as necessary to fulfill AIT' 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.);
- E. Providing all necessary logistical support to the staff of AIT' s designated representative NOAA 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 sites of AIT's designated representative NOAA sites for work performed by NOAA in connection with activities under this Agreement.

#### Article VIII - Financial Arrangements

- A. 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.
- B. 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.
- C. 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 and 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 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 or 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 XI - Period of Agreement and Modification/Termination

This Agreement will become effective when signed by both parties on the date of the last signature hereafter. The Agreement will terminate on December 31, 2011, but may be amended at any time

by mutual written 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. Either 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 AIT's designated representative 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 XII - Other Provisions

Should disagreement arise on the interpretation of the provisions of this agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within thirty days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

FOR THE Taipei Economic and Cultural Representative  
office in the United States

黃偉峰

9/5/2007

Date

FOR THE AMERICAN INSTITUTE IN TAIWAN

Barbara Schrage

Barbara Schrage

Managing Director

6/25/2007

Date