

法規名稱：AMENDED TECHNICAL IMPLEMENTING ARRANGEMENT NUMBER 1 TO ANNEX 8 TO NAT-I-845 BETWEEN THE AMERICAN INSTITUTE IN TAIWAN AND THE TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE OFFICE IN THE UNITED STATES FLIGHT INSPECTION

簽訂日期：民國 97 年 12 月 18 日

生效日期：民國 97 年 12 月 18 日

ARTICLE I -- DESCRIPTION OF SERVICES

- A. This amended Technical Implementing Arrangement sets forth the terms, conditions and framework under which the American Institute in Taiwan (AIT), through its designated representative, the Federal Aviation Administration (FAA), may provide specialists to the Taipei Economic and Cultural Representative Office in the United States (TECRO), through its designated representative, the Civil Aeronautics Administration (CAA), to perform flight inspections and flight inspections-related services. AIT, through its designated representative, the FAA, shall provide the following types of flight inspection services in Taiwan at such locations and times as may be requested by TECRO through its designated representative, the CAA, to the extent mutually agreed upon by AIT and TECRO in writing.
1. Commissioning or non-routine flight inspections of navigational aids and/or instrument flight procedures.
 2. Periodic flight inspections of navigational aids and/or instrument flight procedures.
- B. Before AIT's designated representative, the FAA, flight inspects any instrument flight procedure for TECRO's designated representative, the CAA, that it has not previously inspected, the parties shall agree to first have AIT's designated representative, the FAA, perform a Quality Control/Quality Assurance review of the instrument flight procedure pursuant to an Instrument Flight Procedures Annex to the Agreement.
- C. The services provided by AIT's designated representative, the FAA, under this Technical Implementing Arrangement shall not

include Quality Control/Quality Assurance reviews of any instrument flight procedure to ensure the continued conformity of the procedure to the relevant criteria and standards used in the development of the procedure, including the U.S. Standard For Terminal Instrument Procedures (TERPs) or to the Procedures for Air Navigation Services - Aircraft Operations (PANS-OPS) published by ICAO.

ARTICLE II -- TERMS AND CONDITIONS

All flight inspection services provided by AIT through its designated representative, the FAA, under this Technical Implementing Arrangement shall be subject to the following terms and conditions:

- A. All air navigation facilities to be inspected during a flight inspection mission shall be operational and in condition suitable for flight inspection on the dates scheduled.
 1. AIT's designated representative, the FAA, will require that TECRO's designated representative, the CAA, shall identify, in writing, all air navigation facilities to be inspected during a scheduled flight inspection mission and all requests for commissioning and non-routine flight inspections at least twelve weeks prior to the start of the mission. AIT's designated representative, the FAA, may, within its sole discretion, agree to conduct flight inspection of additional facilities identified by TECRO's designated representative, the CAA, but not included on the aforementioned list on such terms as may be agreed.
 2. To meet the requirements of AIT's designated representative, the FAA, TECRO will require that its designated representative, the CAA, agrees that a minimum of four weeks advance notice by it to AIT's designated representative, the FAA, is required for any change in the starting date of a scheduled flight inspection mission or in the facilities to be inspected. In the event of an emergency and at the request of TECRO's designated

representative, the CAA, AIT's designated representative, the FAA, may, within its sole discretion, agree to a change in the starting date of a scheduled flight inspection mission or in the facilities to be inspected with less than four weeks notice.

- B. The flight inspection procedures used by AIT's designated representative, the FAA, shall conform to the U.S. Standard Flight Inspection Manual or, upon written request by TECRO's designated representative, the CAA, to the standards and recommended practices for air navigation aids in Annex 10 to the Convention on International Civil Aviation.
- C. Each instrument flight procedure to be inspected by AIT's designated representative, the FAA, shall conform to either the U.S. Standard For Terminal Instrument Procedures (TERPs) and associated orders and criteria, or the Procedures For Air Navigation Services - Aircraft Operations (PANSOPS) published by ICAO.
- D. The flight crew of AIT's designated representative, the FAA, shall report the results of the flight inspection by radio communication immediately upon completion of the flight inspection mission. The flight crew of AIT's designated representative, the FAA, shall present an interim report of the mission and recommend a facility status classification to TECRO's designated representative, the CAA, after a flight inspection operation is completed. TECRO, through its designated representative, the CAA, shall be responsible for determining the availability status of the facility inspected for use in air navigation based upon the information in the interim report and AIT's designated representative, the FAA's, recommendation. Within sixty (60) days following the completion of the flight inspection, AIT's designated representative, the FAA, shall provide a written report documenting the results of the flight inspection.
- E. Upon request by TECRO's designated representative, the CAA, for technical reasons related to the flight inspection

mission, AIT's designated representative, the FAA, may, in its sole discretion, approve a qualified technical representative of TECRO's designated representative, the CAA, to fly aboard the flight inspection aircraft as a passenger. AIT's designated representative, the FAA, shall specify in a separate communication with TECRO's designated representative, the CAA, the information needed to approve the technical representative to fly aboard the aircraft. Any such requests shall include the specified information and must be received by AIT's designated representative, the FAA, at least thirty (30) days prior to the scheduled inspection. The technical representative shall comply with all instructions of the pilot in command during the flight. AIT's designated representative, the FAA, shall not charge TECRO's designated representative, the CAA, any additional amounts for the carriage of the technical representative.

- F. TECRO agrees that its designated representative, the CAA, shall provide the records, information and data in Attachment A to this Technical Implementing Arrangement at least four (4) weeks prior to the provision of any service by AIT, through its designated representative, the FAA, under this Technical Implementing Arrangement.
- G. TECRO agrees that its designated representative, the CAA, shall provide the following support before and during the flight inspection mission:
1. Waive or directly pay all airport, air traffic, or other user charges associated with the operation of the aircraft into and within Taiwan, including, but not limited to, any overflight, landing, or parking fees. At least seven (7) days prior to the scheduled dates for a flight inspection, TECRO's designated representative, the CAA, shall provide AIT's designated representative, the FAA, with a carnet, laissez-passer, invitation, or other documentation confirming that the required waiver has been provided or that the charges shall be paid directly by TECRO's



designated representative, the CAA.

2. Waive any requirements for posting bonds, making technical equipment declarations, inventories and customs declarations, and performing other formalities by AIT, through its designated representative, the FAA, for the entry and use of the flight inspection aircraft and associated flight inspection and other equipment into Taiwan. TECRO agrees that at least seven (7) days prior to the scheduled dates for a flight inspection, its designated representative, the CAA, shall provide AIT's designated representative, the FAA, with a carnet, laissez-passer, invitation, or other documentation confirming that the required waiver has been provided.
3. Provide all clearances for aircraft and crew, including, but not limited to, authorization to operate below established minimum altitudes and all other necessary air traffic and airspace clearances from Taiwan and adjacent air traffic authorities, as may be required for performance of flight inspection services under this Technical Implementing Arrangement.
4. Authorize the use without charge of the runways, parking areas, and maintenance and refueling facilities at Taiwan's airports, provided, however, that the cost of any fuel or maintenance services for AIT's designated representative, the FAA, flight inspection aircraft shall be paid by AIT's designated representative, the FAA.
5. Provide adequate security of the aircraft while it is parked within Taiwan, including a parking space in a secure area and protection against access to the aircraft by unauthorized individuals. In addition, TECRO agrees that its designated representative, the CAA, shall provide all additional security measures specified by AIT's designated representative, the FAA, to protect the aircraft against a particular threat identified by AIT's designated representative, the FAA.

6. Ensure that a qualified electronics engineer is present at the facility during all flight inspection operations.
TECRO agrees that its designated representative, the CAA, shall provide an interpreter if the engineer is not fluent in the English language.
- H. For each flight inspection mission, AIT's designated representative, the FAA, shall determine:
 1. The type of aircraft to be used in conducting all flight inspections;
 2. Whether a flight inspection operation can be conducted given the current meteorological, aircraft, and other relevant conditions; and
 3. The schedule and sequence for inspecting the air navigation facilities identified in the list provided by TECRO's designated representative, the CAA, under paragraph A.1 of this Article II, provided, however, that AIT's designated representative, the FAA, shall do so in coordination with TECRO's designated representative, the CAA.

ARTICLE III -- STATUS OF THE PERSONNEL OF AIT'S DESIGNATED
REPRESENTATIVE, THE FAA

AIT's designated representative, the FAA, shall assign personnel to perform the services agreed upon in this Technical Implementing Arrangement. The personnel assigned may be the employees of AIT's designated representative, the FAA, another U.S. Government agency, or a contractor to AIT's designated representative, the FAA. AIT's designated representative, the FAA, AIT, or other U.S. Government personnel assigned to any activity under this Technical Implementing Arrangement shall, while in Taiwan, be AIT consultants. The supervision and administration of the personnel shall be in accordance with the policies and procedures of AIT and AIT's designated representative, the FAA. The assigned personnel shall perform at the high level of conduct and technical execution required by

AIT and AIT's designated representative, the FAA.

ARTICLE IV -- FINANCIAL PROVISIONS

- A. TECRO shall transfer to AIT all reimbursements for all costs incurred by AIT's designated representative, the FAA, in providing the flight inspection services under this Technical Implementing Arrangement and an administrative overhead charge. TECRO agrees that in the event of a termination by either party under Article VI of the Technical Implementing Arrangement, TECRO's designated representative, the CAA, shall pay all costs incurred by AIT's designated representative, the FAA, for flight inspection services provided to TECRO's designated representative, the CAA, prior to the date of such termination.
- B. AIT's designated representative, the FAA, shall calculate the charges for a flight inspection mission and shall be subject to the following terms and conditions:
1. The hourly rate for a flight inspection mission of AIT's designated representative, the FAA, shall consist of a charge for the type of aircraft used to conduct the mission and a charge for each crewmember of the aircraft.
 2. Charges for AIT's designated representative, the FAA, aircraft shall be based upon the total flight hours needed to conduct the flight inspection and assessed at AIT's designated representative, the FAA's, current hourly rate for the aircraft, provided, however, that:
 - a. Where the total flight hours during any single day of a flight inspection mission for TECRO's designated representative, the CAA, is less than four (4) hours, (except for weather-related or aircraft maintenance reasons), a minimum charge of four (4) flight hours will be assessed for that day.
 - b. Where the total flight hours during any single day of a flight inspection mission for TECRO's designated representative, the CAA, exceeds four (4) hours, the



charge for that day will be based upon the actual number of hours flown.

3. Charges for each crewmember shall be based and assessed at the standard hourly personnel compensation and benefits cost for that crewmember, provided, however, that:
 - a. Where the total crew duty hours for each crewmember during any single day of a flight inspection mission for TECRO's designated representative, the CAA, exceed eight (8) hours, the crewmember charge for each hour (or portion thereof) in excess of eight (8) hours shall be based on the hourly overtime rate for each crewmember.
 - b. Where a flight inspection mission for TECRO's designated representative, the CAA, occurs on the crew's regular day off, the crewmember charge for that day shall be based on the hourly overtime rate for each crewmember.
 - c. Where a flight inspection mission for TECRO's designated representative, the CAA, occurs on a U.S. holiday, the crewmember charge for that day shall be based on the holiday rate for each crewmember.
4. AIT's designated representative, the FAA, shall provide written notification to TECRO's designated representative, the CAA, of hourly rate charges for the aircraft and crewmembers (including overtime and holiday rates) and any changes to those hourly rates. Unless otherwise specified, such changes shall become effective thirty (30) days from the date of AIT's designated representative, the FAA's, written notification.
5. If for any reason TECRO's designated representative, the CAA, does not provide the waiver called for in Article II.G of this Technical Implementing Arrangement, any airport or other user charges incurred by AIT's designated representative, the FAA, shall be transmitted to AIT for billing to TECRO as part of the total charges for the



flight inspection. TECRO shall reimburse AIT for all such charges.

6. If for any reason TECRO's designated representative, the CAA, is unable to provide fully any other support specified in this Technical Implementing Arrangement, AIT's designated representative, the FAA, shall arrange for the support and charge the costs for such support to TECRO's designated representative, the CAA. AIT will require that TECRO agrees that TECRO's designative representative, the CAA, shall reimburse AIT's designated representative, the FAA, through AIT, for all such charges.
7. The total flight hours needed to conduct the requested flight inspection shall include the time en route to the facilities to be inspected. The calculation by AIT's designated representative, the FAA, of the time en route to be allocated to TECRO's designated representative, the CAA, shall reflect the circumstances surrounding the operation, including the following:
 - a. If AIT's designated representative, the FAA, provides flight inspection services to TECRO's designated representative, the CAA, and one or more countries within the same geographical area during a single flight inspection mission, the en route time shall be equitably distributed among TECRO's designated representative, the CAA, and the countries by AIT's designated representative, the FAA, at its sole discretion.
 - b. If the flight inspection of TECRO's designated representative, the CAA, facility occurs before or after the flight inspection of a U.S.-owned facility in the same geographical area, the time en route between the U.S.-owned facility and TECRO's designated representative, the CAA, facility shall be allocated entirely to TECRO's designated representative, the CAA.
 - c. If TECRO's designated representative, the CAA, makes a



request for immediate flight inspection services, and AIT's designated representative, the FAA, is not providing flight inspection services to any country in the same geographical region at that time, then AIT's designated representative, the FAA, shall allocate the entire en route time to TECRO's designated representative, the CAA.

C. Payment Procedures for Periodic Flight Inspections:

1. AIT shall provide a single annual estimate of costs (including administrative overhead charges) reflecting all periodic flight inspection services to be provided for the period from October 1 through March 31 and for the period from April 1 through September 30. AIT shall forward each such annual estimate of costs to TECRO by August 1 of each year.
2. TECRO agrees that on or before September 1, TECRO's designated representative, the CAA, shall pay the estimated cost of the flight inspection services to be provided for the period from October 1 through March 31; and on or before March 1, TECRO's designated representative, the CAA, shall pay the estimated cost of the flight inspection services to be provided from April 1 through September 30. All payments received from TECRO shall be deposited in a non-interest bearing account.
3. In the event AIT does not receive the payment within the required time, AIT's designated representative, the FAA, shall cancel the flight inspection and forward a statement of account through AIT to TECRO for all costs incurred by AIT's designated representative, the FAA, in preparing to perform the work. TECRO's designated representative, the CAA, shall pay any balance due to AIT's designated representative, the FAA, through AIT.
4. Following each periodic flight inspection mission, AIT's designated representative, the FAA, shall deduct the actual cost of the services (including an administrative



overhead charge) from the funds on deposit and forward a statement of account showing the costs incurred by AIT's designated representative, the FAA, in providing the services under this Technical Implementing Arrangement.

- a. If the statement of account shows that the actual cost of providing the flight inspection services is greater than the estimated cost paid by TECRO's designated representative, the CAA, TECRO's designated representative, the CAA, shall pay the balance due to AIT's designated representative, the FAA, through AIT.
- b. If the statement of account shows that the actual cost of providing the flight inspection services is less than the estimated cost paid by TECRO's designated representative, the CAA, AIT's designated representative, the FAA, shall refund through AIT the difference to TECRO's designated representative, the CAA, apply the difference to any unpaid balances owed by the CAA under the Technical Implementing Arrangement, or hold the balance as a deposit against any future work under the Technical Implementing Arrangement, as agreed to by the parties.

D. Payment Procedures for Commissioning and Non-Routine Flight Inspections:

1. AIT shall provide a cost estimate (including administrative overhead charges) for all commissioning and non-routine flight inspection services requested by TECRO's designated representative, the CAA. The cost estimate shall contain a description of services to be performed by AIT's designated representative, the FAA, for TECRO's designated representative, the CAA, including the estimated dates for the performance of the services.
2. TECRO agrees that its designated representative, the CAA, shall pay the cost estimate at least sixty (60) days prior to the estimated starting date of the commissioning and non-routine flight inspection mission. All payments



- received from TECRO's designated representative, the CAA, shall be deposited in a non-interest bearing account.
3. In the event that AIT does not receive the payment within the required time, AIT's designated representative, the FAA, shall cancel the flight inspection and forward a statement of account for all costs incurred by it in preparing to perform the work.
 4. Following each commissioning and nonroutine flight inspection, AIT's designated representative shall deduct the actual cost of the services (including an administrative overhead charge) from the funds on deposit and forward a statement of account itemizing the costs incurred by it in providing the services under this Technical Implementing Arrangement.
 - a. If the statement of account shows that the actual cost of providing the flight inspection services is greater than the estimated cost paid by TECRO's designated representative, the CAA, TECRO agrees that its designated representative, the CAA, shall pay the balance due to AIT's designated representative, the FAA, through AIT.
 - b. If the statement of account shows that the actual cost of providing the flight inspection services is less than the estimated cost paid by TECRO's designated representative, the CAA, AIT's designated representative, the FAA, shall refund through AIT the difference to TECRO's designated representative, the CAA, apply the difference to any unpaid balances owed by the CAA under this Technical Implementing Arrangement, or hold the balance as a deposit against any future work under this Technical Implementing Arrangement, as agreed to by the parties.
- E. All AIT cost estimates and statements of account shall contain a reference to the Agreement Number NAT-I-845-8-1-1 and billing number NB7555TW8 (which are the numbers assigned

by AIT's designated representative, the FAA, to identify this Technical Implementing Arrangement and which shall be referred to in all related correspondence). All cost estimates and statements of account shall be forwarded by AIT to TECRO at the following address:

Taipei Economic and Cultural Representative Office
4201 Wisconsin Avenue, NW
Washington, D.C. 20016-2137

- F. TECRO agrees that in making payments under this Technical Implementing Arrangement, its designated representative, the CAA, shall include a reference to the assigned agreement number and billing number. Payments will be forwarded to AIT at the following address:

American Institute in Taiwan
Attn: Barbara Schrage
Managing Director
1700 N. Moore Street, Suite 1700
Arlington, VA 22209

ARTICLE V - LIABILITY

- A. TECRO and its designated representative, the CAA, on behalf of the authorities represented by TECRO, agree that AIT's designated representative, the FAA, and AIT assume no liability for any claim or loss arising out of advice or other assistance provided or work performed by them under this Agreement or its annexes and appendices, or arising out of any action or decision by TECRO's designated representative, the CAA, or its current or former officers, employees or contractors, in relation to such advice, assistance or work.
- B. TECRO and its designated representative, the CAA, on behalf of the authorities represented by TECRO, agree to defend any suit brought in any jurisdiction other than the United States

or pay for the defense of any suit brought in the United States against the Government of the United States, AIT's designated representative, the FAA, AIT, or any instrumentality or current or former officer or employee of the United States, or AIT, arising out of any advice or current or former officer or employee of the United States, or AIT, arising out of any advice or other assistance provided or work performed under this Agreement or its annexes and appendices. TECRO and its designated representative, the CAA, on behalf of Taiwan, further agree to hold the United States, AIT's designated representative, the FAA, AIT, or any instrumentality or current or former officer or employee of the United States or AIT harmless against any claim by Taiwan, or by any agency thereof, or by third persons for personal injury, death, or property damage arising out of any advice or other assistance provided or work performed under this Agreement or its annexes and appendices.

- C. Exception: The conduct of an officer or employee of the U.S. that results in personal injury, death, or property damage shall not be considered advice or other assistance provided or work performed under this Agreement for purposes of the obligation to hold the United States, AIT's designated representative, the FAA, AIT, or any instrumentality or current or former officer or employee of the United States harmless against any claim by Taiwan, or by any agency thereof, or by third persons for personal injury, death, or property damage undertaken by TECRO's designated representative, the CAA, under Article V.A above if that conduct is determined to be outside the scope of the officer or employee's employment. Scope of employment shall be determined by the law of the forum, including choice of law rules, if the litigation is brought in a court of the United States; or, if brought in a court outside the United States, according to the law of the District of Columbia.



ARTICLE VI -- ENTRY INTO FORCE AND TERMINATION

This Technical Implementing Arrangement shall enter into force on the date of the last signature and shall remain in force until terminated in accordance with Article VI of the Agreement.

ARTICLE VII - AUTHORITY

AIT and TECRO agree to the provisions of this Technical Implementing Arrangement as indicated by the signature of their duly authorized representatives.

AMERICAN INSTITUTE
IN TAIWAN

BY:
Barbara J. Schrage
TITLE:
Managing Director
DATE:
Sep. 9, 2008

TAIPEI ECONOMIC
AND CULTURAL
REPRESENTATIVE
OFFICE IN THE
UNITED STATES

BY:
Ta-Tung J. Chang
TITLE:
Deputy Representative
DATE:
Dec. 18, 2008