

法規名稱：AMENDED TECHNICAL IMPLEMENTING ARRANGEMENT NUMBER 1 TO ANNEX 9 TO NAT-I-845 BETWEEN THE AMERICAN INSTITUTE IN TAIWAN AND THE TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE OFFICE IN THE UNITED STATES

簽訂日期：民國 97 年 12 月 18 日

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INSTRUMENT FLIGHT PROCEDURES SERVICES

ARTICLE I -- DESCRIPTION OF SERVICES

A. The American Institute in Taiwan (AIT), through its designated representative, the Federal Aviation Administration (FAA), may provide any of the following instrument flight procedure services to the Taipei Economic and Cultural Representative Office in the United States (TECRO), through its designated representative, the Civil Aeronautics Administration (CAA).

1. Feasibility studies of proposed instrument flight procedures;
 2. Assessments of existing instrument flight procedures;
 3. Development of instrument flight procedures;
 4. Quality Control/Quality Assurance (QC/QA) of instrument flight procedures;
- and
5. General advice and guidance on the development, design, and maintenance of instrument flight procedures.

B. For purposes of this Technical Implementing Arrangement, instrument flight procedures include en route procedures, Standard Instrument Departures (SID)/Departure Procedures (DP), Standard Terminal Arrival Routes and Standard Instrument Approach Procedures.

C. Aviation System Standards National Flight Procedures Office at any time reserves the right of refusal for providing services as outlined in Article I (A).

ARTICLE II -- TERMS AND CONDITIONS

All instrument flight procedure 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. To meet the requirements of AIT' s designated representative, the FAA, TECRO will require that its designated representative, the CAA, shall provide the information and data described in this Paragraph A and all other information and data AIT' s designated representative, the FAA, may request in support of the services provided under this Technical Implementing Arrangement or future Technical Implementing Arrangements. TECRO agrees that its designated representative, the CAA, shall provide all information and data in the English language and shall bear the cost of any translation of the materials into English.
1. Technical data and charts in a condition and form suitable for accurately determining the location and elevation of natural and man-made obstacles and terrain features.
 2. The following detailed aeronautical charts of the areas to be covered by the instrument flight procedure to be developed:
 - a. Charts to a scale of approximately 1:50,000 shall be provided for the area within an approximately ten (10) nautical mile radius of the airport, heliport, and all other air navigation facilities to be incorporated in the instrument flight procedure design; and
 - b. Charts to a scale of approximately 1:250,000 and 1:500,000 for the area within an approximately fifty (50) nautical mile radius of the airport, heliport, and all other air navigation facilities to be incorporated Procedures) ° in the instrument flight procedure design.
 3. Latitude and longitude co-ordinates to the nearest 1/100th of a second and in WGS-84 or equivalent datum of all en route navigation facilities, including associated components, to be incorporated in the instrument flight

procedures design.

4. The Comprehensive Aeronautical Information Publication, which shall include the following information:
 - a. Location of the primary and secondary altimeter reference source (International Civil Aviation Organization (ICAO) identifier or latitude and longitude in WGS84 or equivalent datum) used in the instrument flight procedure.
 - b. Location of available terminal weather reporting stations (ICAO identifier or latitude and longitude in WGS-84 or equivalent datum) and the hours of operation.
 - c. The ICAO identifier for the controlling air traffic facility for the instrument flight procedure and the point of contact for the facility.
5. Using the format set forth in Figure I to this Technical Implementing Arrangement, for each instrument landing system (ILS), microwave landing system (MLS), transponder landing system (TLS), global navigation satellite system (GNSS) precision approach, global positioning satellite (GPS) non-precision approach system, and any other terminal approach systems to be designed and developed:
 - a. The following runway data (if the instrument flight procedure is for an airport):
 - i. Latitude and longitude coordinates to the nearest 1/100th of a second and in WGS-84 or equivalent datum of (a) the runway thresholds at the centerline, (b) runway stop ends at the centerline, (c) any displaced thresholds, and (d) the point at which a line from the glideslope/elevation antenna intersects the runway centerline at a ninety-degree (90°) angle (the aiming point);
 - ii. Runway length to the nearest foot and any displaced distances to the nearest foot;
 - iii. Runway front and back course magnetic compass headings to the nearest 1/100th of a second and



- the magnetic variation applied;
 - iv. Mean sea level elevation to the nearest foot at the runway threshold, runway stop end, and any displaced thresholds; and
 - v. Runway aircraft category and wheel height group.
- b. Using the format set forth in Figure 2 to this Annex, the following landing site data (if the instrument flight procedure is for a heliport/vertiport):
- i. Latitude and longitude coordinates to the nearest 1/100th of a second and in WGS-84 or equivalent datum of (a) the heliport reference point (HRP), (b) dimensions of the landing site, and (c) the radius of the landing site if the site is circular;
 - ii. Mean sea level elevation to the nearest foot at the landing site HRP and landing site corners; and
 - iii. Preferred ingress and egress course routing for landing sites.
6. Using the format set forth in Figure I to this Technical Implementing Arrangement, for each ILS, MLS, TLS, or GNSS precision approach to be designed and developed, the latitude and longitude coordinates to the nearest 1/100th of a second and in WGS84 or equivalent datum of the following navigation aid components:
- a. The localizer/azimuth antenna;
 - b. The glideslope/elevation antenna;
 - c. The on airport DME antenna;
 - d. The marker beacon antennas;
 - e. The compass locator antennas; and
 - f. The GNSS data link antenna.
7. Using the format set forth in Figure 1 to this Technical Implementing Arrangement, for each ILS, MLS, TLS, or any other terminal approach system to be designed and developed, the following navigational aid component data:
- a. The distance from all navigational aid component antennas to the runway centerline or extended runway



- centerline as measured along a line extending from the centerline at a ninety-degree (90°) angle to the component.
- b. For all navigational aid component antennas located on the runway centerline or extended runway centerline, the distances from these antennas to the approach and stop ends of the runway.
 - c. For all navigational aid component antennas that are offset from the runway centerline or extended runway centerline, the distance, as measured along a line parallel to the centerline or extended centerline, from the antenna to a point located at a ninety-degree (90°) angle from the runway threshold and stop end.
 - d. The mean sea level to the nearest foot at:
 - i. The base of each antenna of the ILS, MLS, or TLS; and
 - ii. The point along the runway centerline at the aiming point.
 - e. The distance from the aiming point to the localizer antenna as measured along the runway centerline and extended runway centerline.
 - f. The magnetic compass heading from the front course runway threshold at the centerline to each navigational aid component antennas.
 - g. The monitoring source, category, and hours of monitoring for each navigational aid.
- B. The instrument flight procedures developed by AIT' s designated representative, the FAA, shall conform to the U.S. Standard For Terminal Instrument Procedures (TERPs) and associated orders or criteria, or, upon written request by TECRO' s designated representative, the CAA, to Procedures For Air Navigation Services - Aircraft Operations (PANS-OPS) published by ICAO.
- C. TECRO agrees that its designated representative, the CAA, shall be solely responsible for complying with any environmental requirements under the laws and regulations of

Taiwan that are applicable to the instrument flight procedure services provided by AIT' s designated representative, the FAA, under this Technical Implementing Arrangement.

- D. TECRO agrees that its designated representative, the CAA, shall, at its own expense, be responsible for:
1. Taking all actions necessary to adopt an instrument flight procedure developed by AIT' s designated representative, the FAA, under this Technical Implementing Arrangement and its appendices, including actions regulating the airspace affected by an instrument flight procedure;
 2. Flight checking the instrument flight procedure before approving its . operational use;
 3. Providing not i c e through approp r i a t e publications and other means to aircraft operators, airmen, the public, and, if required, to ICAO of the adoption by TECRO' s designated representative, the CAA, of any instrument flight procedure developed by AIT' s designated representative, the FAA, under this Technical Implementing Arrangement and its appendices;
 4. Providing any engineering, survey, or other assistance required to support the instrument flight procedures services by AIT' s designated representative, the FAA; and
 5. Publishing air navigation charts and other appropriate materials showing the instrument flight procedures adopted by TECRO' s designated representative, the CAA.
- E. TECRO agrees that its designated representative, the CAA, shall provide a point of contact for each instrument flight procedures services project undertaken by AIT' s designated representative, the FAA, pursuant to this Technical Implementing Arrangement.

ARTICLE III - STATUS OF THE PERSONNEL OF AU' 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 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 its 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 agrees that its designated representative, the CAA, shall reimburse AIT' s designated representative, the FAA, through AIT for all costs incurred by AIT' s designated representative, the FAA, in providing the instrument flight procedures 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 Technical Implementing Arrangement 1, TECRO' s designated representative, the CAA, shall pay all costs incurred by AIT' s designated representative, the FAA, for instrument flight procedures services provided to TECRO' s designated representative, the CAA, prior to the date of such termination.
- B. AIT statements of account shall contain a reference to agreement number NAT-I-845-9-1-1 (which is the number assigned by AIT' s designated representative, the FAA, to identify this Technical Implementing Arrangement and which shall be referred to in all related correspondence), and shall be supported with a summary of charges.
- C. All requests for instrument flight procedures services shall be submitted to AIT' s designated representative, the FAA, in writing by TECRO' s designated representative, the CAA. TECRO

shall forward all requests to AIT.

D. AIT shall provide a cost estimate (including administrative overhead charges) for all instrument flight procedures 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.

1. TECRO agrees that its designated representative, the CAA, shall pay through AIT the cost estimate at least sixty (60) days prior to the estimated starting date for the requested instrument flight procedures services. All payments received from TECRO' s designated representative, the CAA, shall be deposited in a non-interest bearing account.
2. Following completion of the instrument flight procedures, 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 itemizing the costs incurred by it in providing the services under this Technical Implementing Arrangement.
 - a. TECRO agrees that if the statement of account shows that the actual cost of providing the instrument flight procedures services is greater than the estimated cost paid by TECRO' s designated representative, the CAA, 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 instrument flight procedures 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-845-9-1-1 and billing number NB75553TW8 (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 Technical Implementing Arrangement or 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 other assistance provided or work performed under this Technical Assistance Arrangement or its 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 Technical Implementing Arrangement or its 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 Technical Implementing Arrangement 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