

法規名稱：ARRANGEMENT CONCERNING THE EXCHANGE OF AERONAUTICAL INFORMATION BETWEEN THE TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE OFFICE IN THE UNITED STATES AND THE AMERICAN INSTITUTE IN TAIWAN

簽訂日期：民國 98 年 01 月 27 日

生效日期：民國 98 年 01 月 27 日

1. INTRODUCTION

The Taiwan Relations Act of April 10, 1979, Public Law 96-8, 22 U.S.C. § 3301 et seq. authorizes agencies of the U.S. Government to perform services for the American Institute in Taiwan (AIT).

In this Arrangement, the Civil Aeronautics Administration (CM) of the Ministry of Transportation and Communications of Taiwan is the Designated Representative of the Taipei Economic and Cultural Representative Office in the United States (TECRO) and the National Geospatial-Intelligence Agency (NGA) of the Department of Defense of the United States of America is the Designated Representative of the American Institute in Taiwan (AIT). TECRO and AIT are hereinafter referred to as the "Parties," and CM and NGA are hereinafter referred to as the "Designated Representatives." The Parties and designated representatives:

Having a common interest in aviation safety;

Recognizing the benefits to be obtained from the exchange of aeronautical information publications;

Seeking to make the best use of their Notices to Airmen (NOTAMs); Agreeing to share equitably through their Designated Representatives both the costs of each exchange and the benefits resulting from the exchanges; and

Desiring to improve the mutual aviation safety and procedures of the Authorities they represent through the application of

available information;

Have agreed as follows:

2. PURPOSE:

This Arrangement documents plans for the exchange of aeronautical information publications and Notices to Airmen (NOTAMs) produced by the TECRO and AIT Designated Representatives. The Parties and their designated representatives do not intend, by this Arrangement, to be bound by international law.

3. MATERIALS TO BE EXCHANGED:

- a. The TECRO Designated Representative provides to the AIT Designated Representative the items listed in Appendix II, with all future amendments and revisions thereto, on a non-reimbursable basis.
- b. The AIT Designated Representative provides to the TECRO Designated Representative the items listed in Appendix I, with all future amendments and revisions thereto, on a non-reimbursable basis.

4. OPERATION OF EXCHANGE:

- a. The materials and/or information specified in paragraph 3, above, will be shipped directly to the addressees listed in Appendices I and II in the quantities specified.
- b. The method of shipment will be as specified in Appendices I and II.
- c. The cost of shipping the materials involved in this exchange will be sustained by the originating designated representative.
- d. Each designated representative will automatically notify the other when an item exchanged on a recurring basis is discontinued or a similar item is initiated.
- e. The following contact information is provided as the normal

channel of communication for routine matters concerning this exchange between the designated representatives:

For the TECRO Designated Representative:

Civil Aeronautics Administration

Air Traffic Services Division

Attn: AIS Manager

No. 340 Dunhua N. Road

Taipei, 105, Taiwan

Telephone No.: +886-2-23496118/6143

Fax No.: +886-2-23496122

Email: ais@mail.caa.gov.tw

For the AIT Designated Representative:

Aeronautical Services Office 1L-27

Attn: Asia-Pacific Representative

3838 Vogel Road

Arnold MO 63010-6238

United States of America

Telephone No.: +1-314-676-9103

Fax No.: +1-314-676-3044

Email: aso@nga.mil

5. USE OF COPYRIGHTED MATERIAL:

- a. The aeronautical products, data, publications and related materials exchanged under this Arrangement may be used for government and defense purposes. The aeronautical products, data, publications and related materials exchanged under this Arrangement may not be used by the Parties or their designated representatives for any commercial purposes or transferred to any Third Party (including States) for commercial purposes.
- b. The aeronautical products, data, publications and related materials exchanged under this Arrangement that have been granted copyright protection by the originating Party or

their designated representatives may be made available to other States for the purpose of safety of aviation on the condition that the receiving State is made aware that the materials are copyright protected and that the materials are appropriately annotated that they are subject to copyright by the originating Party's designated representative.

6. DISTRIBUTION OF OTHER MATERIALS:

Distribution or exchange of other aeronautical materials (i.e., materials not described in the Appendices or produced by either Party or designated representative) will be approved on an individual request basis at the discretion of the requested Party's designated representative.

7. ALTERING OR TERMINATING PROCEDURE:

- a. Modifications to this Arrangement will be mutually approved and may be effected by an exchange of letters or other written means between the Parties. Modifications to the Appendices will be mutually approved by the designated representatives by an exchange of letters or other written means and may be effected by amendment of the affected Appendices. The AIT designated representative will be responsible for issuance of the amendments to the TECRO designated representative and the Parties.
- b. Either Party or designated representative may withdraw from this Arrangement at any time upon written notification to the other.

8. EFFECTIVE DATE AND TERMINATING DATE:

This Arrangement becomes effective immediately upon the date of the last signature and will remain in effect so long as neither Party nor designated representative chooses to withdraw under the terms of paragraph 7 above.

9. SIGNATURES



IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Arrangement, prepared in quadruplicate, in the English language, duly signed by the Parties and exchanged between the Parties and the designated representatives.

For The Taipei
Economic and Cultural
Representative Office in
the United States

DR. TA-TUNG J.
CHANG

Deputy Representative

Date

Location

For The American Institute
in Taiwan

GREGORY K.S. MAN

Director for Political
Military Affairs

Date

Location