

**法規名稱：**AGREEMENT BETWEEN THE TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE OFFICE IN THE UNITED STATES AND THE AMERICAN INSTITUTE IN TAIWAN FOR COOPERATION IN AND THE PROMOTION OF TRANSPORTATION SAFETY

**簽訂日期：**民國 99 年 06 月 22 日

**生效日期：**民國 99 年 06 月 22 日

#### Article I - Parties and Scope

This Agreement between the Taipei Economic and Cultural Representative Office in the United States (TECRO) and the American Institute in Taiwan (AIT) provides a framework through which TECRO and AIT, (hereinafter referred to as the Parties), through their respective Designated Representatives, the Aviation Safety Council in Taipei (ASC), and the National Transportation Safety Board (NTSB) can exchange transportation accident investigation information, technical services, expertise and training, some of which may be provided on a reimbursable or in-kind basis, in areas of mutual interest concerning transportation safety and accident investigations, particularly in the area of civil aviation.

#### Article II - Objectives

The broad objective of this Agreement is to set forth the principles of a cooperative working relationship among the Parties and their Designated Representatives in the area of transportation accidents and incident investigations. The Parties and their Designated Representatives have a mutual interest in training in accident investigation theory and techniques that contribute to international aviation safety. The Parties' Designated Representatives, the ASC, and the NTSB, an Independent Agency of the United States of America, investigate transportation accidents and determine the circumstances and causes thereof with the aim of improving safety. The Parties, through their Designated Representatives will, to the extent authorized by applicable laws, regulations, and policies, cooperate in transportation accident investigations, training in

investigation techniques and procedures, and the sharing of information and expertise by:

- (1) Promoting and advancing transportation safety;
- (2) Coordinating investigation activities to enhance cooperation, and increase efficiency, and achieve consistent investigation standards, policies, guidelines, and procedures relating to civil aviation safety;
- (3) Identifying common concerns for sustaining an equivalent level of safe operation of civil aircraft; and
- (4) Supporting each other ' s investigations and sharing expertise and training opportunities;

The specific objectives of cooperation are in the following areas of mutual interest:

- (1) Accident investigation support;
- (2) Provision of accident investigation expertise and facilities ;
- (3) Provision of opportunities to observe each other ' s investigations, in order to enhance accident investigation expertise;
- (4) Provision of opportunities for training and courses for investigators;
- (5) Exchange of information on the use of specific investigative techniques, methodologies, standards and procedures;
- (6) Joint development of such techniques, methodologies, standards and procedures;
- (7) Exchange of information on investigation and operational experiences and policy development; and
- (8) Advancement of public understanding of independent accident investigations.

### Article III - Cooperative Activities

- A. Other specific cooperative activities related to accident investigations and training may be determined after consultation between TECRO and its Designated Representative, ASC, and AIT and its Designated Representative, NTSB.

- B. Activities under this Agreement may include joint research and development projects, collaboration on scientific elements of accident investigation and investigation techniques, exchanging technical information to the extent permitted by law, exchanging scientists and technical experts, convening seminars and meetings, training participants, and engaging in other forms of cooperation in the areas of transportation accident investigations and related technologies, as may be mutually agreed.
- C. There shall be an Implementing Arrangement that describes any specific technical scope of the activities that are described generally in this Agreement, covering management responsibilities, specific funding arrangements, cost and schedule estimates, specific procedures to be followed, treatment of intellectual property (if any), liability and other appropriate matters. The Implementing Arrangement shall be subject to the terms of this Agreement, and if there is a conflict between any provision(s) of the Implementing Arrangement and this Agreement, the applicable provisions of this Agreement shall govern.
- D. All Cooperative activities undertaken pursuant to the specific Implementing Arrangement under this Agreement shall be subject respectively to the laws, regulations, policies, funding, and administrative procedures applicable in the territories of the authorities represented by TECRO and AIT.

#### Article IV - Coordination

Overall coordination of the activities covered by this Agreement and its Implementing Arrangement and the provision for use of any administrative facilities and support for this Agreement shall be the responsibility of TECRO and AIT and their Designated Representatives. Responsibility for managing the specific activities undertaken and the roles and responsibilities of other entities in these activities shall be determined mutually by TECRO and AIT and their Designated

Representatives, and specified in the Implementing Arrangement.

#### Article V - Responsibilities of TECRO

Pursuant to this Agreement, TECRO, through its Designated Representative, ASC, shall:

- A. Determine staffing requirements and select personnel, institutions and organizations as necessary to fulfill TECRO's responsibilities for implementation of its activities under this Agreement. This selection process will be carried out on the basis of professional capability, academic qualifications, experience and other merit factors. Any procurement actions conducted for the benefit of AIT and its Designated Representative, NTSB, will be conducted in accordance with standard AIT and NTSB procedures. TECRO, through its Designated Representative, ASC, will provide information to AIT's Designated Representative NTSB regarding these selections as requested;
- B. Make available upon request to AIT or its Designated Representative NTSB, releasable written records of activities covered by this Agreement;
- C. Subject to availability of funds and in-kind reimbursement and funding, support activities described by this Agreement by cash reimbursement and/or through-in kind deliverables as may be further described in the Implementing arrangement and in Article VII below;
- D. Use its best efforts to assure that AIT and its Designated Representative, NTSB, are held free and clear of all customs duties and imposition of charges by the authorities TECRO represents. Neither AIT nor its Designated Representative, NTSB, shall be required to pay any duties or taxes in executing the terms and conditions of this Agreement.

#### Article VI - Responsibilities of AIT

Subject to the determination by AIT's Designated Representative, the NTSB, that extending support to TECRO's

Designated Representative, the ASC, does not interfere with the mission of the NTSB to provide investigations of accidents under 49 U.S.C. § 1101, et seq., or impinge on any of NTSB ' s other legal responsibilities under the laws applicable in the territory of the authorities represented by AIT, to include but not limited to, NTSB ' s responsibilities under the International Civil Aviation Organization (ICAO) international standards and recommended practices for the conducting of investigation inquires as prescribed in Annex 13 to the Convention on International Civil Aviation (Chicago,1944), AIT agrees that its Designated Representative, NTSB, will provide the resources in support of accident safety investigations and training to the extent that the NTSB has available the personnel, technical resources, and material resources to fulfill an international request from ASC and perform the following activities.

- A. Determine staffing requirements and select personnel, institutions, and organization as necessary to fulfill AIT ' s responsibilities for implementation of its obligations under this Agreement. If procurement activities are necessary, the selection process is to be carried out on the basis of professional capability, academic qualifications, experience and other merit factors. NTSB will conduct any procurement actions in conjunction with the activities under this Agreement in accordance with standard NTSB acquisition procedures and Federal Acquisition Regulation requirements. AIT, through its Designated Representative, NTSB, will provide releasable information to TECRO ' s Designated Representative, ASC, regarding awardees if requested;
- B. Use its best efforts to assure that TECRO and its Designated Representative, ASC, are held free and clear of all customs duties and imposition of charges by the authorities AIT represents. Neither TECRO nor its Designated Representative, ASC, shall be required to pay any duties or taxes in executing the terms and conditions of this Agreement;

- C. Provide overall management of the cooperative activities under this Agreement;
- D. Make available upon request to TECRO or its Designated Representative, ASC, releasable written records of the activities covered by this Agreement, subject to the statutory authority of the NTSB, the Export Control laws of the United States, the Freedom of Information Act and Privacy Act and any trade secret, copyright, and data rights of the NTSB and third parties.

#### Article VII - Financial Arrangements

- A. Reimbursement for services provided by AIT ' s Designated Representative, NTSB, and incurred expenses such as overhead, transportation, per diem/lodging and miscellaneous costs of NTSB shall be reimbursed from TECRO through AIT to the NTSB via prepaid funds, based on the NTSB ' s best current estimate for course fees, material costs, overhead and miscellaneous travel related expenses, except to the extent ASC and NTSB agree that in-kind expenditures for travel and lodging costs are appropriately reimbursable through in kind deliverables/reimbursements that may be accepted by NTSB under its gift acceptance authority. For prepaid cash reimbursements, if the actual costs to provide the products/services/training exceed the initial prepayment estimate, the ASC through AIT will be billed for the difference. If actual costs are less than indicated on the prepayment invoice, the NTSB will refund the difference to ASC through TECRO and AIT, or the ASC may request through TECRO and AIT that it apply the difference to a subsequent request or order from the NTSB.
- B. AIT shall provide TECRO with any requested documentation to support these or any other requests for reimbursement, in accordance with the standard financial regulations and practice of AIT and its Designated Representative, NTSB.
- C. When reimbursement is required by the NTSB, TECRO shall

provide AIT funds in accordance with the Implementing Arrangement that specifies payment processes and procedures for activities covered by the Implementing Arrangement.

#### Article VIII - Intellectual Property Considerations

- A. TECRO and AIT encourage the widest possible dissemination of information provided, exchanged, or arising under this agreement, subject to any statutory or other non-disclosure requirements of their respective Designated Representatives, and the need to protect confidential or proprietary information and other data that is subject to patent, trademark and copyright protections.
- B. Details regarding intellectual property considerations and information disseminating procedures will be specified in the Implementing Arrangement to this Agreement.
- C. Information transmitted by either Party or its Designated Representative under this Agreement to the other Party or its Designated Representative shall be accurate to the best knowledge and belief of transmitting Party or Designated Representative, but the transmitting Party or its Designated Representative does not warrant the suitability of the information transmitted for any particular use or application by the receiving Party, its Designated Representative, or by any third party. Information developed jointly by the Parties or their Designated Representatives shall be accurate to the best knowledge and belief of both Parties or Designated Representatives. Neither Party nor its Designated Representative warrants the accuracy of the jointly developed information or its suitability for any particular use or application by either Party, or Designated Representative, or by any third party.

#### Article IX - Liability

- A. This Agreement is between the Parties as designated in the Agreement and is not intended, and should not be construed,

to create or confer on any other person or, entity any right or benefit, substantive or procedural, enforceable at law, or otherwise, against AIT, NTSB, the territory of the authorities represented by AIT or any State or locality thereof, or against TECRO, ASC, the territory of the authorities represented by TECRO, or any other entity under whose auspices a Party or its Designated Representative is participating in an investigation, or any entities' officers, directors, employees, detailers, agents, representatives, task force members, contractors, sub-contractors, consultants, advisors, successors, or assigns.

- B. The Parties and their Designated Representatives assume no liability for any claim or loss arising out of advice or other assistance provided or work performed by it under this Agreement or amendments, annexes or appendices to this Agreement or arising out of any action or decision by the other Party, its current or former officers, employees or contractors, in relation to such advice, assistance, or work. To the extent there are claims by third parties against any Party to this Agreement or its Designated Representative, each Party and its Designated Representative agree to cooperate in the defense of such suit brought in any jurisdiction to the extent they have knowledge of facts relevant to such defense, and to the extent permitted under the laws applicable in the territory of the authorities they represent.
- C. Gross negligence, fraudulent, or criminal acts resulting in personal injury, death or property damage shall not be considered within the scope of advice or assistance provided or work performed under this Agreement in the context of defending or cooperating in the defense of any suit brought in any jurisdiction arising as a result of work performed under this Agreement.

Article X - Period of Agreement and Modification/Termination

- A. This Agreement will become effective when signed by both Parties on the date of the last signature hereafter.
- B. Either Party may terminate this Agreement by providing sixty (60) days prior written notice to the other Party and its Designated Representative. 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.
- C. Any equitable adjustment of any termination shall provide for payment to AIT for services rendered and expenses incurred by its Designated Representative, NTSB, prior to the termination, in addition to termination settlement costs reasonably incurred by the NTSB relating to commitments that cannot be canceled without liability at the time of termination. NTSB will use its best efforts to stop the accrual of charges and expenses upon notice of termination.
- D. The equitable adjustment of any termination shall provide for payment to TECRO for services rendered and expenses incurred by its Designated Representative ASC prior to the termination in addition to termination settlement costs reasonably incurred by ASC relating to commitments that cannot be cancelled without liability at the time of termination. ASC will use its best efforts to stop the accrual of charges and expenses upon notice of termination.
- E. This Agreement may be modified in writing by mutual agreement of AIT in consultation with its Designated Representative, NTSB, and TECRO in consultation with its Designated Representative, ASC. Any modifications take effect when signed and dated by the Parties to this Agreement.

Article XI - Resolution of Difficulties

TECRO and AIT their respective Designated Representatives shall

consult, upon request of either Party, regarding any matter related to the terms and conditions of this Agreement and shall endeavor jointly in a spirit of cooperation and mutual assistance to resolve by informal means any difficulties or misunderstandings that may arise.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement.

DONE at Washington, D.C., in duplicate, in the English language

FOR THE TAIPEI ECONOMIC AND  
CULTURAL REPRESENTATIVE  
OFFICE IN THE UNITED STATES

TaTung Chang  
Deputy Representative  
June 22, 2010

FOR THE AMERICAN INSTITUTE  
IN TAIWAN

Barbara J. Schrage  
Managing Director  
June 15, 2010