

**法規名稱：**TECHNICAL IMPLEMENTING ARRANGEMENT NUMBER 1 TO THE 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: Purpose

This Technical Implementing Arrangement Number 1 to the 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 (hereinafter referred to as Implementing Arrangement) is entered into by the Taipei Economic and Cultural Representative Office in the United States (TECRO) and American Institute in Taiwan (AIT), hereinafter referred to as the Parties, to implement program activities under the 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 (hereinafter referred to as the TECRO/AIT Agreement). TECRO, through its Designated Representative, the Aviation Safety Council in Taipei (ASC), in cooperation with AIT, through its Designated Representative, the National Transportation Safety Board in Washington, D.C., (NTSB) shall carry out program tasks, determine priorities for future cooperation activities, and develop further Implementing Arrangements which shall set forth work programs for any future activities, Activities 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 between the Parties.

#### Article II: Authorization

The activities described in this Implementing Arrangement shall be carried out under the general terms and conditions of the TECRO/AIT Agreement. This Implementing Arrangement is hereby attached to the TECRO/AIT Agreement and is incorporated into that Agreement.

#### Article III: Scope of Work

General program tasks areas to be carried out under this Implementing Arrangement are summarized in Attachment 1 (TECRO/AIT Technical Cooperation Program Descriptions). More detailed project work descriptions will be added by the Parties by amendment to Attachment 1 as more specific details of particular projects become available and are agreed upon by the Parties and their Designated Representatives.

Attachment 2 will contain the TCERO/AIT Technical Cooperation Program Estimated Budgets to be determined on a project basis when NTSB determines the estimated costs for particular services/training that are mutually agreed upon by the Parties and their Designated Representatives and ordered by ASC. The specific costs associated with each project will be added by amendment by the Parties to Attachment 2.

#### Article IV: Responsibilities of TECRO

The responsibilities of TECRO under this Implementing Arrangement are:

- A. To provide all necessary financial assistance in accordance with the TECRO/AIT Agreement and Article VI of the Implementing Arrangement, as well as providing administrative and other assistance to support AIT in undertaking the tasks described in the Attachments;
- B. To provide guidance for and to facilitate consultations

between and among representatives of NTSB, AIT, and any other agencies or entities involved in any transportation safety related projects conducted among the Parties and their Designated Representatives under this Implementing Arrangement; and

- C. To ensure that all necessary logistical arrangements for tasks that are to be conducted in the territory of the authorities represented by TECRO are made, including the provision of training and conference facilities, and to ensure that these activities are completed prior to the commencement of each such task.

#### Article V: Responsibilities of AIT

The responsibilities of AIT, through its Designated Representative, NTSB, under this Implementing Arrangement are:

- A. To undertake the tasks and manage the funds set forth in the attachments;
- B. To make available personnel, materials, and other assistance as may be necessary to carry out such tasks;
- C. To facilitate and provide support for consultations between and among representatives of TECRO, ASC, NTSB, and any other agencies or entities involved in any projects concerning transportation safety that are conducted among the Parties and their Designated Representatives; and
- D. To report on an annual basis or, in the event of termination, at the end of the term of this Implementing Arrangement to TECRO on AIT ' s use of funds received from TECRO.

#### Article VI: Financial Arrangements

- A. In accordance with the TECRO/AIT Agreement and this Implementing Arrangement, and during each fiscal year for which this Implementing Arrangement is in force, TECRO shall advance to AIT the amount of funds (in U.S. dollars) specified in the attachments, annexes, and amendments to this Implementing Arrangement for services/training ordered by

TECRO ' s Designated Representative, ASC, and approved by AIT ' s Designated Representative, NTSB, which are to be performed by NTSB. The funds must be prepaid at least 60 days prior to the commencement of NTSB ' s performance unless NTSB agrees in writing to a lesser period of time. These funds shall be used by AIT ' s Designated Representative to defray costs that it incurs in carrying out the tasks described in the Attachments that are undertaken during each fiscal year.

- B. Upon receipt of funds from TECRO during each fiscal year, AIT, through its Designated Representative, NTSB, shall commence such tasks subject to NTSB ' s determination that extending support to TECRO ' s Designated Representative ASC, does not compromise or jeopardize 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.
- C. Reimbursement for services/training performed by AIT ' s Designated Representative, NTSB, includes such expenses as course fees, staff compensation, overhead, transportation, per diem/lodging and other identified miscellaneous costs. The NTSB shall be reimbursed based on the NTSB ' s best current estimate of the estimated costs prior to the expenses being incurred and must be paid by TECRO through AIT by prepaid funds, except to the extent the Parties ' Designated Representatives agree that in-kind expenditures for travel and lodging costs are appropriately reimbursable through in-kind deliverables/reimbursements accepted by BTSB under its gift acceptance authority. In the event of termination by TECRO ' s Designated Representative, ASC, AIT will require that TECRO ensure that its Designated Representative, ASC, pay all costs incurred by the NTSB for services/training performed and other costs actually incurred prior to and as of the date of termination. Upon notice of termination, the

NTSB will use its best efforts to prevent the accrual of costs after notice of termination. In the case of termination by the NTSB because of NTSB ' s priority mission requirements, AIT will require that TECRO or its Designated Representative, ASC, pay only the costs of services/training actually performed by the NTSB prior to the date of NTSB ' s termination.

- D. For prepaid cash reimbursements, if the actual costs to provide services/training by AIT ' s Designated Representative, NTSB, exceed the initial prepayment estimate, TECRO will ensure that its Designated Representative, ASC, is billed for the difference. If actual costs are less than indicated on the prepayment invoice, the NTSB will refund the difference to TECRO, through AIT, unless TECRO requests in writing, through AIT, prior to the refund that it will apply the difference to a subsequent request or order for NTSB services/training.

#### Article VII: Intellectual Property Considerations

- A. It is the intent of the Parties and their Designated Representatives that no third party intellectual property or confidential business information will be shared in conjunction with activities to be undertaken pursuant to this Implementing Arrangement. However, to the extent that intellectual property is needed for a task described in this Implementing Arrangement, the Parties or their Designated Representatives will execute applicable license agreements to use intellectual property. Except to the extent that the Parties and their Designated Representatives obtain the right to use intellectual property through license agreements, the Parties and their Designated Representatives shall not otherwise use intellectual property or obtain any right to intellectual property by implication, estoppel, or in any other manner except as expressly granted in license, and no express or implied right under any patent, copyright, mask

work rights, trademark, or other intellectual property rights shall otherwise arise.

- B. In performance of the tasks hereunder, if AIT's Designated Representative, the NTSB, uses NTSB data (as described in this Article) that it considers to be confidential, NTSB shall appropriately mark the data, and the data shall not be disclosed to any third party by TECRO or its Designated Representative unless prior written permission is received from AIT's Designated Representative, the NTSB, through AIT. Confidential NTSB data or information includes, but is not limited to, NTSB testing protocols; descriptions of NTSB existing, pending or proposed work; NTSB opinions, analysis and conclusions; statements and compilations of data preformed for the NTSB; correspondence that includes preliminary discussions or deliberations; and/or any other information/records supplied to or by the NTSB in the course of an accident investigation or incident.
- C. The Parties' Designated Representatives shall release technical data to the public only by mutual agreement in accordance with the NTSB statute (49 U.S.C. § 1101, et. seq.), and other applicable law.
- D. The Parties agree and shall ensure that their Designated Representatives agree that they shall take appropriate measures to protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Implementing Arrangement. TECRO, as the receiving Party, and its Designated Representative, ASC., and its contractors, consultants, and anyone acting on its behalf under this Implementing Arrangement shall keep confidential any and all written, electronic, photographic or other data, records, and/or written or verbal information, and all translations thereof, that are provided by AIT's Designated Representative, the NTSB, or any other party to an accident investigation or incident unless AIT's Designated Representative, the NTSB, has given express permission to

release the confidential data or information.

- E. For non-NTSB work-product and data, AIT, as a Receiving Party and its Designated Representative, the NTSB, will not disclose non-public information, documents, or materials/data obtained from any providing party without obtaining written consent from the party providing the information, except to the extent disclosure is required by law.
- F. All Parties and their Designated Representatives are responsible for obtaining, and complying with (i) all import/export laws and regulations, and approvals or permits necessary to either import/export or use any intellectual property in the territories of the respective authorities represented by the Parties, and (ii) all import/export laws and regulations, and approvals or permits necessary to return any intellectual property to the holder or licensee of the intellectual property upon the termination in whole or in part of this Implementing Arrangement or the completion of the task for which the property is used.

#### Article VIII: Effective Date, Amendment and Termination

This Implementing Arrangement shall enter into force on the date of the last signature hereinafter, may be amended by written agreement of the Parties at any time, and will remain in force for two years unless extended by mutual agreement or terminated by either Party upon sixty days prior written notice to the other Party and its designated representative. Termination shall not affect the validity or duration of activities not fully completed at the time of termination.

IN WITNESS WHEREOF, The undersigned, being duly authorized, have signed this Implementing Arrangement

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

FOR THE TAIPEI ECONOMIC AND

FOR THE AMERICAN INSTITUTE

CULTURAL REPRESENTATIVE

IN TAIWAN

OFFICE IN THE UNITED STATES

TaTung Chang

Barbara J. Schrage

Deputy Representative

Managing Director

June 22, 2010

June 15, 2010