

法規名稱：IMPLEMENTING ARRANGEMENT NUMBER 13 ENHANCEMENT AND SUPPORT SERVICES FOR THE ADVANCED OPERATIONAL AVIATION WEATHER SYSTEM (AOAWS-ES) TO THE AGREEMENT BETWEEN THE TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE OFFICE IN THE UNITED STATES AND THE AMERICAN INSTITUTE IN TAIWAN FOR TECHNICAL COOPERATION ASSOCIATED WITH ESTABLISHMENT OF ADVANCED OPERATIONAL AVIATION WEATHER SYSTEMS 28 AUGUST 2009

簽訂日期：民國 99 年 01 月 25 日

生效日期：民國 99 年 01 月 01 日

ARTICLE I - SCOPE

This Implementing Arrangement describes the cooperative scientific, technical, engineering and administrative activities to be undertaken by the American Institute in Taiwan (AIT) through its designated representative, the University Corporation for Atmospheric Research (UCAR), to provide enhancement and support services for the Advanced Operational Aviation Weather System (hereinafter referred to as the AOAWS, whereby the enhanced AOAWS will hereinafter be referred to as the AOAWS-ES). The Advanced Operational Aviation Weather System is a cooperative effort between the Taipei Economic and Cultural Representative Office in the United States (TECRO), through its designated representative, the Civil Aeronautics Administration (CAA), of the Ministry of Transportation and Communications (MOTC) and AIT, through its designated representative, UCAR. This Implementing Arrangement pertains to the Agreement (dated February, 1998, hereinafter referred to as the Agreement) between TECRO and AIT for Technical Cooperation associated with the Establishment of Advanced Operational Aviation Weather Systems and is a part of the Agreement.

ARTICLE II - AUTHORIZATION

The activities described in this Implementing Arrangement will be carried out under the general terms and conditions established by the Agreement. The Agreement was entered into by the parties pursuant to the Taiwan Relations Act of April 10, 1979, Public Law 96-8 (22 USC 3301 et seq.).

ARTICLE III - SERVICES

The AOAWS provides TECRO's designated representative, CAA, the airlines and the flying public on Taiwan with state-of-the-art aviation weather technology for: 1) hazardous weather phenomena that affect aviation operations, 2) weather phenomena that affect airspace capacity and safety at major hub airports, and 3) weather phenomena that affect overall efficiency of aviation operations. The AOAWS is a complex system utilizing several advanced weather sensing subsystems, integrated communications, advanced software, advanced numerical weather forecast models, and advanced display technology developed for TECRO's designated representative, CAA, and airline end users by AIT's designated representative, UCAR. The ongoing success of the AOAWS is dependent on technical cooperation and technology transfer between the designated representatives of TECRO and AIT in accordance with the terms and conditions of the Agreement, this Implementing Arrangement, and future Implementing Arrangements to be agreed upon by the parties.

The technical cooperation to be undertaken under the auspices of this Implementing Arrangement is defined by the tasks described in the attached Statement of Work. Task details, including specific work to be performed, performance period, and estimated cost for each task are contained in the attached Statement of Work.

ARTICLE IV - FINANCIAL PROVISIONS

TECRO will reimburse AIT and AIT will make necessary arrangements to transfer such funds to its designated representative, UCAR, for all costs incurred in association with this Implementing Arrangement. UCAR's costs for this technical cooperation will be assessed on the basis of actual labor time and materials utilized fully loaded, plus a 3% management fee. TECRO has agreed that fifty percent (50%) of the estimated cost

for the tasks associated with this Implementing Arrangement will be transferred in advance to AIT and that the remaining costs will be reimbursed within 30 days after acceptance of the deliverables by TECRO and its designated representative, CAA. It is agreed and understood that the payment will be provided in US\$. The upper limit for expenditures incurred under this Implementing Arrangement is US\$579,824. UCAR will submit an invoice to AIT for transmittal to TECRO for payment at the beginning of the contract period and at the end of the contract period listing actual costs incurred. If this Implementing Arrangement has been approved by both parties and the budget is subsequently reduced, TECRO's designated representative, CAA, and AIT's designated representative, UCAR, will negotiate an adjustment to the scope of work to the satisfaction of both parties. If this Implementing Arrangement has been approved by both parties and the budget is subsequently not approved by the Legislative Yuan, TECRO's designated representative, CAA, will reimburse AIT's designated representative, UCAR, via the AIT-TECRO channel for all costs incurred up to the date of notice of termination.

ARTICLE V - INTELLECTUAL PROPERTY CONSIDERATIONS

The deliverables produced under the auspices of this Implementing Arrangement shall be the sole property of TECRO and its designated representative, CAA. AIT's designated representative, UCAR, shall have the right to reference these documents in scientific publications and other reports as necessary. TECRO and its designated representative, CAA, own deliverables under this Implementing Arrangement including a copy of the UCAR software which grants them a license for full use of the UCAR software in the Advanced Operational Aviation Weather System, and the right to transfer it and share it with other Taiwan entities that share resources with the CAA and are utilizing the AOAWS. The UCAR software remains the intellectual property of AIT's designated representative, UCAR.

ARTICLE VI - CONFIDENTIAL AND/OR PROPRIETARY INFORMATION

If TECRO's designated representative, CAA, declares that information made available to UCAR, AIT's designated representative, under this Implementing Arrangement is confidential and/or proprietary, UCAR, AIT's designated representative, shall maintain and protect the confidentiality of the information with the same effort used to protect its own confidential and proprietary information.

Information shall be defined as business and/or technical information marked with 'confidential' or similar-type legend. Information shall not include information which: a) is, or becomes, publicly available through no act or omission of UCAR; b) was in UCAR's lawful possession prior to the disclosure by CAA; c) is lawfully disclosed hereafter to UCAR by a third party who did not acquire the Information directly or indirectly from CAA; d) is independently developed by UCAR without the benefit of, or access to, the information of CAA; e) is subject to disclosure by subpoena, court order, or other formal legal process; or f) is released in writing by CAA.

AIT's designated representative, UCAR, shall not be permitted to disclose or disseminate information to any third party, but UCAR shall be permitted to disclose the Information to employees, subcontractors and consultants who have a definable need to know such information for the purposes of performing hereunder, provided such employees, subcontractors and consultants agree to maintain the obligations of confidentiality and use as specified herein. The term of confidentiality shall expire five (5) years following the termination and/or expiration of this Implementing Arrangement.

Information may be used by AIT's designated representative, UCAR, only for the purposes of performing under this



Implementing Arrangement, and for no other purpose, whatsoever. No other information exchanged between the parties shall be deemed confidential. Additionally, UCAR may refuse to receive any information at any time, and TECRO's designated representative, CAA shall honor such request. UCAR shall return any information to TECRO's designated representative, CAA (without keeping a copy), per CAA's request or upon termination this Implementing Arrangement.

ARTICLE VII - EFFECTIVE DATE, AMENDMENT, AND TERMINATION

This Implementing Arrangement takes effect 1 January 2010 and the completion date of tasks described in this Implementing Arrangement is 31 December 2010. This Implementing Arrangement may be amended and/or terminated in accordance with the terms and conditions of the Agreement.

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

Name: TaTung Chang
Title: Deputy Representative
Date: January 25, 2010

FOR THE AMERICAN INSTITUTE IN
TAIWAN

Name: Barbara J. Schrage
Title: Managing Director
Date: January 19, 2010