

法規名稱：AGREEMENT BETWEEN THE TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE OFFICE IN THE UNITED STATES AND THE AMERICAN INSTITUTE IN TAIWAN FOR TECHNICAL COOPERATION ASSOCIATED WITH DEVELOPMENT, LAUNCH AND OPERATION OF A CONSTELLATION OBSERVING SYSTEM FOR METEOROLOGY, IONOSPHERE AND CLIMATE FOLLOW-ON MISSION (COSMIC-2/FORMOSAT-7)

簽訂日期：民國 99 年 05 月 27 日

生效日期：民國 99 年 05 月 27 日

ARTICLE I - SCOPE

This agreement provides a framework through which the American Institute in Taiwan (AIT), through its designated representative, the National Oceanic and Atmospheric Administration (NOAA), can provide technical expertise, training, and scientific exchange activities to the Taipei Economic and Cultural Representative Office in the United States (TECRO), through its designated representative, the National Space Organization (NSPO) of Taiwan, in areas of mutual interest in the development, launch and operation of a follow-on satellite mission to the Constellation Observing System for Meteorology, Ionosphere and Climate (COSMIC), hereafter referred to as COSMIC-2/FORMOSAT-7.

ARTICLE II - OBJECTIVES

The broad objective of this Agreement is to establish a framework to allow AIT, through its designated representative, NOAA, to carry out technical and scientific cooperation with TECRO, through its designated representative, NSPO. The technical and scientific objectives of the cooperation are:

- A. To provide technical and scientific assistance in demonstrating the capabilities of GPS Radio Occultation technology in a real-time operational environment for weather prediction, space weather observation, and climate and global change research.
- B. To demonstrate the advantages and effectiveness of a micro-satellite constellation in terms of risk management,

- cost and compatibility with existing observational platforms.
- C. To provide professional scientific and engineering collaboration in the development, launch and operation of a constellation of small satellites for atmospheric sensing.
 - D. To provide global atmospheric data sets for scientific research and education. Both parties understand that AIT's designated representative, the National Science Foundation (NSF), will continue to work with the Taiwan National Science Council (NSC) in coordinating research and education projects using these and complementary data sets.
 - E. To provide technical assistance related to atmospheric sensing techniques using space-based GPS receivers from AIT's designated representative, NOAA, to TECRO's designated representative, NSPO.

ARTICLE III - COOPERATIVE ACTIVITIES

Specific cooperative activities will be determined after consultations between AIT and its designated representative, NOAA, and TECRO, and its designated representative, NSPO. The Parties (AIT and TECRO) agree that they will equally participate in the specific cooperation activities through their respective designated representatives, unless otherwise agreed in the Implementing Arrangements.

- A. The general activity to be conducted under this Agreement is the development, launch and operation of COSMIC-2/FORMOSAT-7. Major tasks include designing and constructing satellites and their instruments, satellite launch, establishment of the operational control centers, verification and analysis of atmospheric data, and dissemination of those data for scientific research and education.
- B. Specific cooperative activities to be conducted under this Agreement will be determined after consultation between AIT and TECRO through their designated representatives, NOAA and NSPO, and will be included in Implementing Arrangements between AIT and TECRO.

- C. Each Implementing Arrangement shall specify the technical scope of the activities, management responsibilities, specific funding arrangements, cost and schedule estimates, procedures to be followed, and, if appropriate, details concerning warranty considerations, treatment of intellectual property, and liability.
- D. All cooperative activities undertaken pursuant to specific Implementing Arrangements under this Agreement shall be subject to the respective and applicable laws, regulations, policies, funding and administrative procedures under which AIT and its designated representative, NOAA, and TECRO, and its designated representative, NSPO, operate.

ARTICLE IV - RESPONSIBILITIES OF AIT

- A. AIT shall, through its designated representative, NOAA, keep accurate and systematic accounts and records with respect to services provided pursuant to this Agreement in such form and detail as is customary, and, through its designated representative NOAA, shall permit TECRO, or its designated representative, NSPO, to inspect same and make copies thereof as may be reasonably requested.
- B. AIT shall, through its designated representative, NOAA, furnish to TECRO, or its designated representative, NSPO, such information related to the services AIT's designated representative, NOAA, shall provide to TECRO pursuant to this Agreement as may be reasonably requested.
- C. Upon completion of specific services provided to TECRO by AIT as delineated in the Implementing Arrangements to the Agreement, AIT, through its designated representative, NOAA, shall deliver to TECRO through its designated representative, NSPO, hardware and copies of software, technical reports, system documentation, calculations, comments, suggestions, and relevant technical data compiled or prepared by AIT's designated representative, NOAA, in and under this Agreement, subject to any existing Technical Assistance Agreement (TAA)



between the Parties. Specific details will be provided in Implementing Arrangements to the Agreement.

- D. To the extent that funds are made available to AIT by TECRO, AIT through its designated representative, NOAA, will make available such personnel, equipment and facilities necessary to carry out activities pursuant to this Agreement.
- E. AIT, through its designated representative, NOAA, shall provide all technical and administrative support and other requirements as may be necessary to complement and supplement the services of personnel of AIT ' s designated representative, NOAA, who are in the territory of the authorities represented by TECRO under the auspices of AIT.
- F. Pursuant to this Agreement, AIT shall assist TECRO in obtaining visas and other documents necessary for personnel of TECRO ' s designated representative, NSPO, who visit the territory of the authorities represented by AIT under the auspices of TECRO in order to carry out this Agreement.

ARTICLE V - RESPONSIBILITIES OF TECRO

- A. Pursuant to this Agreement, TECRO shall assist AIT in obtaining visas and other documents necessary for personnel of AIT ' s designated representative, NOAA, who visit the territory of the authorities represented by TECRO under the auspices of AIT in order to carry out this Agreement.
- B. Pursuant to this Agreement, TECRO shall assist AIT in obtaining the necessary permits and authorizations for carrying out the assistance specified in the Implementing Arrangements to this Agreement, including access to facilities and areas under the jurisdiction of TECRO ' s designated representative, NSPO, by personnel of AIT ' s designated representative, NOAA, who are in the territory of the authorities represented by TECRO under the auspices of AIT.
- C. TECRO shall, pursuant to this Agreement, assure that AIT and its designated representative, NOAA, are held free and clear

of all customs duties and imposition charged by the authorities represented by TECRO. Neither AIT nor its designated representative, NOAA, shall be required to pay any duties or taxes in executing the terms and conditions of this Agreement.

ARTICLE VI - FINANCIAL ARRANGEMENTS

Pending formal funding approval, execution of funding will be conducted in the following manner:

- A. The financial arrangements and terms of payments will be specified and mutually agreed to in the Implementing Arrangements to this Agreement, it being the Parties' understanding that their designated representatives will each contribute to the funding for the specific cooperative activities in proportion to their respective participation in such activities.
- B. AIT shall provide TECRO with documentation supporting requests for reimbursement in accordance with the standard financial regulations and practices of AIT and its designated representative, NOAA.
- C. TECRO shall provide AIT with documentation supporting requests for reimbursement in accordance with standard financial regulations and practice of TECRO and its designated representative, NSPO.
- D. Pursuant to Article III, each Implementing Arrangement shall specify funding and payment arrangements for activities covered by the Implementing Arrangement and shall include the estimated budget for at least the first year of activity.

ARTICLE VII - INTELLECTUAL PROPERTY CONSIDERATIONS

- A. AIT and its designated representative, NOAA, and TECRO and its designated representative, NSPO, support the widest possible dissemination of information provided, exchanged or arising under this Agreement, subject to the need to protect pre-existing proprietary information, patent, and copyright

- restrictions, and subject to any existing TAA between the Parties.
- B. Details concerning intellectual property considerations and information dissemination will be specified in each Implementing Arrangement to this Agreement.
- C. Information transmitted by either Party to this Agreement or by the Party ' s designated representative to the other Party or its designated representative shall be accurate to the best knowledge and belief of the transmitting Party or transmitting designated representative, as delineated in the Implementing Arrangement to this Agreement.

ARTICLE VIII - EFFECTIVE DATE

This Agreement will become effective for ten (10) years on the date of the last signature.

ARTICLE IX - AMENDMENT AND TERMINATION

This Agreement, and its Implementing Arrangements, may be amended by the mutual written agreement of TECRO and AIT.

This Agreement may be terminated by either Party at any time by notification to the other party in writing sixty (60) days in advance of the desired termination date. 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 and repatriation of personnel, settlement with sub-tier suppliers, the determination of settlement costs, and the distribution of project inventories and supplies.

The equitable adjustment for any termination shall provide for payment to AIT ' s designated representative, NOAA, or TECRO ' s designated representative, NSPO, as the case may be, for

services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by NOAA or NSPO, as the case may be, relating to commitments that became firm prior to termination.

ARTICLE X - RESOLUTION OF DIFFICULTIES

TECRO and AIT shall consult, upon request of either Party or their designated representatives, regarding any matter related to the terms of this Agreement, and shall endeavor jointly, in a spirit of cooperation and mutual trust, to resolve by informal means for a period of sixty (60) days any difficulties or misunderstandings that may arise.

ARTICLE XI - SURVIVING PROVISIONS

The provisions of Article VII shall survive the expiration of this Agreement.

ARTICLE XII - FORCE MAJEURE

Any event of Force Majeure shall constitute an excusable delay. Examples include, but are not limited to, embargo, quarantine, war, public disorders, explosions, fire, earthquake or other acts of God, the suspension, cancellation or failure to receive necessary permissions, or any other condition beyond the control of the Parties or designated representatives affected. Such delays shall excuse the affected Party or designated representative from performance during the period when prevented, not terminate the Agreement, and the Parties and their designated representatives are required to resume performance as promptly as possible, using all best efforts to remove the cause of non-performance.

ARTICLE XIII - DESIGNATED REPRESENTATIVES ' POINTS OF CONTACT

The points of contact for the designated representatives are as follows below, which may be changed from time to time.



For NSPO:

National Space Organization
of National Applied Research
Laboratories

8F, No. 9 Prosperity Road 1

Science-Based Industrial park
Hsin-Chu 30077, Taiwan

Attn: Dr. Guey-Shin Chang

Telephone: 886-3-5784208,

x 8101

Fax: 886-3-5784210

Email: gschang@nspo.org.tw

For NOAA:

National Oceanic and
Atmospheric Administration

1335 East West Highway, 6th
floor

Silver Spring, MD 20910

SSMC1, E/OSD

Attn: Mr. Gary Davis

Telephone: 301-713-0100

Fax: 301-713-3599

Email: gary.davis@noaa.gov

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

Ta-Tung J. Chang

Deputy Representative

May 27, 2010

FOR THE
AMERICAN
INSTITUTE IN
TAIWAN

Barbara J. Schrage

Managing Director

May 10, 2010