

法規名稱：IMPLEMENTING ARRANGEMENT #3 PROVISIONS OF OPERATIONS, MAINTENANCE, AND RECONDITIONING SUPPORT FOR THE WSR-88D SYSTEM TO THE AGREEMENT BETWEEN THE TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE OFFICE IN THE UNITED STATES AND THE AMERICAN INSTITUTE IN TAIWAN FOR TECHNICAL COOPERATION IN SCIENTIFIC AND WEATHER TECHNOLOGY SYSTEMS SUPPORT 13 JAN 2010

簽訂日期：民國 99 年 07 月 19 日

生效日期：民國 99 年 07 月 19 日

ARTICLE I - SCOPE

This Implementing Arrangement describes the technical activities to be undertaken by the American Institute in Taiwan (AIT), through its designated representative, the Office of Operational Systems (OOS) of the National Weather Service (NWS) of the National Oceanic and Atmospheric Administration (NOAA), including the provision of NWS operations, maintenance, and reconditioning support for the Weather Surveillance Radar (WSR-88D) system owned and operated by Central Weather Bureau (CWB), the designated representative of the Taipei Economic and Cultural Representative Office in the United States (TECRO). All services will be provided on a reimbursable basis.

ARTICLE II - AUTHORIZATION

The activities described in this Implementing Arrangement will be carried out under the general terms and conditions established by the Agreement between TECRO and AIT for technical cooperation in scientific and weather technology systems support signed in 1998 (hereinafter referred to as “ the Agreement ”). This Implementing Arrangement is hereby attached to that Agreement and becomes part of the Agreement.

ARTICLE III - SERVICES

The operations, maintenance, and reconditioning support for the WSR-88D system is directed toward four general areas:

- o operations, maintenance, and engineering documentation;

- o hardware and software enhancements/replacements;
- o reconditioning support; and
- o maintenance training.

These support activities will include the following tasks:

Task #1 - Provision of Operations, Maintenance, and Engineering Documentation to TECRO ' s designated representative, CWB

AIT ' s designated representative, NOAA/NWS, will provide TECRO ' s designated representative, CWB, with applicable updates to operator handbooks and documentation related to the WSR-88D on a reimbursable basis. In addition, NOAA/NWS will provide CWB with applicable updates to technical manuals and engineering data required for on-site maintenance of the WSR-88D. Manuals, updates, and documentation will be in the English language.

Task #2 - Provision of Hardware and Software Enhancements/Replacements to TECRO ' s designated representative, CWB

AIT ' s designated representative, NOAA/NWS, will provide TECRO ' s designated representative, CWB, at cost, with applicable hardware and software enhancements developed and/or procured for the WSR-88D. NOAA/NWS will provide English language installation and modification instructions and notes. This includes adaptation data and maps, diagnostic software, and operating and applications software.

Task #3 - Provision of Reconditioning Support to TECRO ' s designated representative, CWB

On a reimbursable basis, AIT ' s designated representative, NOAA/NWS shall provide TECRO ' s designated representative, CWB with replacement and depot repair of line replaceable units for WSR-88D hardware. To receive the same level of logistics and

reconditioning support as is provided the NWS systems, the CWB must purchase, as a minimum complement of on-site spares, the same parts contained in the WSR-88D System Recommended On-Site Spares List contained in Table 3-3 of the Integrated Logistics Support Plan.

In addition, due to the time required to ship and return failed parts and the subsequent negative impact on the spares pipeline, TECRO ' s designated representative, CWB, shall, at a minimum, purchase a complete set of radio frequency dependent spare parts to be located at the NOAA National Logistics Supply Center and another complete set to be used by CWB as on-site spares. AIT ' s designated representative, NOAA/NWS shall provide CWB with all consumables centrally stocked by NWS. CWB shall return defective, repairable Line Replaceable Units to NRC as soon as practical.

Conditions for Providing Service

In order for AIT ' s designated representative, NOAA/NWS/OOS to provide the services listed, the following conditions must be met by the host of the radar being supported:

- A. all customs clearances must be coordinated and all taxes and costs for shipment of WSR-88D equipment, parts, and consumables to and from Taiwan must be paid;
- B. the systems(s) must be maintained in a standard configuration. Should the NEXRAD(s) configuration violate the NWS single channel baseline, the NWS will not be required to support the non-configuration designated items. In addition, the NWS will be unable to guarantee that standard configuration LRUs, software, and modifications to the system will operate properly;
- C. NOAA standard, peculiar and common support equipment must be purchased;
- D. the same parts contained in the WSR-88D System Recommended On-Site Spares List contained in Table 3-3 of the ILSP must

- be purchased as a minimum complement of on-site spares; a complete set of radio frequency dependent spare parts must be purchased as on-site spares, and an additional set of radio frequency dependent spare parts must be purchased and stocked at the NOAA National Logistics Supply Center;
- E. prescribed and standard NWS maintenance practices, procedures, policies, and schedules must be followed; and
- F. a point of contact to establish map overlay requirements, in particular to determine what features will be included in the coverage area for Taiwan, must be provided.

ARTICLE IV - FINANCIAL PROVISIONS

In accordance with the Agreement, AIT, through its designated representative, NOAA/NWS/OOS, is undertaking this work for TECRO. TECRO agrees to reimburse AIT for all costs incurred in association with this Implementing Arrangement, including applicable DOC/NOAA/NWS overhead costs and all taxes levied on WSR-88D equipment, parts, and consumables shipped to or from Taiwan.

The total costs for activities described in this Implementing Arrangement are dependent on variables such as frequency and extent of documentation updates; frequency and cost of hardware and software enhancements/replacements; and system failure rates. As such, it is impossible to project in advance the actual charges for the services provided. NWS estimates that the average net reconditioning and replacement parts costs for a WSR-88D are \$75,000 per year and that the average annual cost per system for consumables is \$10,000. The average cost for operating system and applications software loads is estimated at \$7,500 per site. The estimated cost of updates to technical documentation, including operations manuals, is \$5,000. The cost of hardware updates required to maintain a standard configuration varies from upgrade to upgrade as does their frequency; therefore, no average cost can be estimated. The

costs of providing major hardware and software enhancements must be paid prior to shipment, due to the variability in the expense and frequency of this support. NOAA/NWS agrees to give TECRO ' s designated representative, CWB, at least a 90-day notification of upcoming major hardware and software enhancements/replacements and 18 months for major Configuration Item (CI) replacements such as the Dual Polarization Upgrade. All costs are estimated in U.S. dollars. Costs for all operations, maintenance, and engineering documentation, and for all reconditioning support will be billed on an annual basis annual basis.

Any and all obligations of AIT and its designated representative, NOAA, under this Implementing Arrangement are subject to the availability of appropriated funds. Nothing in this Implementing Arrangement will be construed by the parties to require the obligation, appropriation, or expenditure of any Federal funds. Before the beginning of every second fiscal year after this Implementing Arrangement comes into effect, AIT ' s designated representative, NOAA, shall notify TECRO ' s designated representative, CWB, in writing whether sufficient appropriated funds are available to cover the estimated costs to NOAA of providing goods and services hereunder for the next 2 fiscal years (excluding the cost of hardware and software enhancements). If NOAA's notification states that insufficient funds are available, NOAA shall be under no obligation to provide goods or services hereunder until sufficient appropriated funds are made available. Under no circumstances shall AIT or NOAA be liable to TECRO, CWB, or any other entity for any failure to provide goods or services under this Implementing Arrangement owing to the unavailability of appropriated funds.

ARTICLE V - EFFECTIVE DATE, AMENDMENT, AND TERMINATION

This Implementing Arrangement is effective on the date of the



last signature hereto and will terminate five years from the date of the last signature. This Implementing Arrangement may be amended and/or terminated by either party in accordance with the terms of the Agreement. This Implementing Arrangement will be reviewed every 3 years at which time the parties and their designated representatives will determine whether any revisions should be made to the Implementing Arrangement.

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

TaTung Chang

Deputy Representative

July 19, 2010

FOR THE AMERICAN INSTITUTE IN
TAIWAN

Barbara J. Schrage

Managing Director

June 28, 2010