

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 IN METEOROLOGY AND FORECAST SYSTEMS DEVELOPMENT (AD.2012.03.06)

簽訂日期：民國 101 年 03 月 06 日

生效日期：民國 101 年 03 月 06 日

Article I - 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 AIT, through its designated representative, the National Oceanic and Atmospheric Administration (NOAA), can provide technical expertise, training, and scientific exchange activities on a reimbursable basis to TECRO, through its designated representative, the Central Weather Bureau of Taiwan (CWB), in areas of mutual interest in the fields of meteorology and forecast systems development. This Agreement supersedes the previous agreement between the parties that became effective September 5, 2007.

Article II - Authorities

- A. 33 U.S.C. § 883d and e, which authorizes NOAA to enter into agreements, with, and to receive and expend funds made available by, any State or subdivision thereof, any Federal agency, or any public or private organization, or individual, for surveys or investigations authorized herein, or for performing related surveying and mapping activities;
- B. The Taiwan Relations Act of April 10, 1979, 22 U.S.C. § 3301 et seq., Public Law 96-8, which authorizes agencies of the United States Government to perform services for, and to accept funds in payment from AIT;
- C. The Weather Service Organic Act, 15 U.S.C. § 313, which authorizes the Secretary of Commerce to perform meteorological services; and
- D. An Agreement between the National Oceanic and Atmospheric

Administration (NOAA), U.S. Department of Commerce (DOC), and AIT, that provides a framework through which NOAA can provide technical expertise, training, and scientific exchange activities on a reimbursable basis to AIT in areas of mutual interest in the fields of meteorology and forecast systems development.

Article III - Objectives

The broad objective of this Agreement is to establish a framework to allow NOAA, acting as the designated representative of AIT, to carry out reimbursable technical cooperation with TECRO's designated representative, CWB, under a TECRO-AIT Agreement. The technical objectives of the cooperation are:

- A. To undertake cooperative activities that will strengthen the weather forecasting capability of Taiwan;
- B. To provide technical assistance to plan and implement weather forecast systems for Taiwan;
- C. To provide professional development and training for Taiwan participants selected by TECRO, or its designated representative CWB;
- D. To exchange materials and information and transfer technology from AIT's designated representative, NOAA, to TECRO and its designated representative CWB; and
- E. To promote joint consideration of scientific and technical exchange programs.

Article IV - Cooperative Activities

Cooperative activities will be determined after consultations between AIT and its designated representative NOAA, and TECRO and its designated representative CWB.

- A. Activities under this Agreement may include conducting joint research projects, developing systems specifications and acquisition plans, developing meteorological observation, processing and display systems, managing systems implementation, exchanging information, exchanging scientists

- and technical experts, convening seminars and meetings, training participants, and engaging in other forms of cooperation in the areas of weather forecasting systems and related science and technology as may be mutually agreed.
- B. TECRO and AIT will conclude Implementing Arrangements regarding scientific cooperative activities to be conducted under this Agreement. Each Implementing Arrangement shall be subject to the terms of this Agreement, and if there is a conflict between any provision(s) of an Implementing Arrangement and this Agreement, then applicable provisions of this Agreement shall govern.
- 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, treatment of intellectual property, information dissemination procedures, liability, and other appropriate matters.
- 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 of AIT and its designated representative NOAA, and of TECRO and its designated representative CWB.

Article V - Coordination

Overall coordination of the activities covered by this Agreement and its Implementing Arrangements and the provision of certain 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 role of other entities in these activities shall be determined mutually by TECRO and AIT and their designated representatives and specified in the relevant Implementing Arrangements.

Article VI - Responsibilities of AIT

AIT shall, through its designated representative NOAA, perform the following activities and provide the following resources in support of the joint project activities under this Agreement:

- A. Provide overall management of the cooperative activities under this Agreement;
- B. Consult, as necessary and appropriate, with representatives of other agencies;
- C. Designate appropriate officials to be responsible for coordination between the staff of its designated representative, NOAA, and the staff of TECRO ' s designated representative, CWB;
- D. Determine staffing requirements and select personnel, institutions and firms as necessary to fulfill AIT ' s responsibilities for implementation of activities under this Agreement. (This selection process will be carried out solely on the basis of professional capability, academic qualification, experience, and other merit factors. All procurement actions will be conducted in accordance with applicable Department of Commerce regulations.);
- E. Provide all necessary logistical support to the staff of AIT ' s designated representative NOAA and its contractors including travel arrangements, per diem, and visa assistance, in accordance with applicable Department of Commerce regulations and contract terms; and
- F. Provide administrative support including office space and access to facilities, equipment, and services at sites of AIT ' s designated representative NOAA for work performed by NOAA in connection with activities under this Agreement.

Article VII - 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 Taiwan under the auspices of AIT in order to carry out activities

under 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 authority of TECRO's designated representative CWB, by personnel of AIT's designated representative NOAA, who are on Taiwan 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 of charges by the authorities in the territory 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 VIII - Financial Arrangements

- A. TECRO shall provide funds to AIT for all personnel, equipment, facilities, or other services provided to TECRO, or its designated representative CWB, by AIT or its designated representative NOAA, as required to carry out activities pursuant to this Agreement and each respective Implementing Arrangement.
- B. AIT shall provide TECRO with documentation supporting requests for reimbursement in accordance with applicable financial regulations and practice of AIT and its designated representative NOAA.
- C. Pursuant to Article IV, each Implementing Arrangement shall specify funding and payment arrangements for activities covered by that Implementing Arrangement and shall include an estimated budget for at least the first year of activity.

Article IX - Intellectual Property Considerations

- A. TECRO and AIT support the widest possible dissemination of

information provided, exchanged, or arising under this Agreement subject to the need to protect proprietary information and to comply with patent, and copyright restrictions.

- B. Details regarding intellectual property considerations and information dissemination procedures will be specified in each Implementing Arrangement to this Agreement.
- C. Information transmitted by either party to this Agreement to the other party shall be accurate to the best knowledge and belief of the transmitting party, but the transmitting party does not warrant the suitability of the information transmitted for any particular use or application by the receiving party or by any third party. Information developed jointly by the parties shall be accurate to the best knowledge and belief of both parties. Neither party warrants the accuracy of the jointly developed information or its suitability for any particular use or application by either party or by any third party.

Article X - Liability

Except for damage to, or loss of, property of AIT, or of its designated representative, NOAA, that is caused by AIT or NOAA personnel, TECRO agrees to indemnify AIT, and its designated representative, NOAA, for any acts or omissions by TECRO and/or its representatives and their personnel resulting in damage to, or loss of, such property, arising out of activities associated with this Agreement.

In addition, all property made available to TECRO and/or public or private interests under this Agreement or its Implementing Arrangements is tested and quality controlled under applicable procedures implemented by AIT ' s designated representative NOAA. After CWB tests and accepts such property, neither AIT nor its designated representative NOAA, makes any warranties, either expressed or implied, regarding the proper functioning of the

equipment, including any systems hardware or software, or the accuracy of any data obtained from such equipment. Neither AIT nor its designated representative NOAA, assume any liability to TECRO or other recipients of such property or data, nor are AIT or NOAA obligated to reimburse or indemnify TECRO or other recipients for property damage, personal injury, death, or any losses whatsoever.

Article XI - Period of Agreement and Modification/Termination

This Agreement will become effective when signed by all parties on the date of the last signature hereafter. The Agreement will terminate on June 30, 2016, but may be amended at any time by mutual consent of TECRO and its designated representative CWB and AIT and its designated representative NOAA. The parties will review this Agreement annually to determine whether it should be revised, renewed, or cancelled. Any party may terminate this Agreement by providing sixty (60) days 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 and repatriation of personnel. The equitable adjustment for any termination shall provide for payment to AIT's designated representative NOAA for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by NOAA relating to commitments that became firm prior to termination.

Article XII - Other Provisions

Should disagreements arise regarding the interpretation of the provisions of this agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party



and presented to the other party for consideration. If agreement in interpretation is not reached within thirty days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

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

FOR THE AMERICAN INSTITUTE
IN TAIWAN

Ta Tung Chang
Deputy Representative

Barbara J. Schrage
Managing Director

Date:Mar.6.2012

Date:12/1/11