

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.2016.10.21)

簽訂日期：民國 105 年 10 月 21 日

生效日期：民國 105 年 10 月 21 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), hereinafter referred to individually as a “ Party ” and together as the “ Parties ” , 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.

Article II

Objectives

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

- A. To undertake cooperative activities that will strengthen the weather forecasting capability of the authorities represented by TECRO;
- B. To provide technical assistance to plan and implement weather forecast systems for the authorities represented by TECRO;
- C. To provide professional development and training for participants from the territory of the authorities

- represented by TECRO selected by TECRO or its designated representative;
- D. To exchange materials and information and transfer technology from AIT, through its designated representative, to TECRO, through its designated representative; and
- E. To promote joint consideration of scientific and technical exchange programs.

Article III

Cooperative Activities

Cooperative activities will be determined after consultations between the Parties, through their designated representatives.

- 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, climate prediction systems, marine forecast systems, meteorological observing systems, tsunami monitoring and information exchange, providing technical assistance and services for hardware or software upgrade or repair for new or existing 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 laws, regulations, policies, funding, and administrative procedures applicable to each of the Parties and their designated representatives, respectively.

Article IV

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 V

Responsibilities of AIT

AIT agrees to perform, through its designated representative, 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 authorities to be responsible for coordination with the staff of TECRO ' s designated representative;
- 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 by AIT ' s designated representative will be conducted in accordance with applicable procurement regulations.);

- E. Provide all necessary logistical support to the staff of AIT ' s designated representative and its contractors including travel arrangements, per diem, and visa assistance, in accordance with applicable regulations and contract terms; and
- F. Provide administrative support including office space and access to facilities, equipment, and services at the sites of AIT ' s designated representative for work performed by NOAA in connection with activities under this Agreement.

Article VI

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 who visit the territory of the authorities represented by TECRO 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, by personnel of AIT ' s designated representative who are in the territory of the authorities represented by TECRO in order to carry out activities under this Agreement.
- C. TECRO shall assure that AIT and its designated representative

are held free and clear of all customs duties and imposition of charges by the authorities represented by TECRO in their territory. Neither AIT, nor its designated representative shall be required to pay any duties or taxes in executing the terms and conditions of this Agreement.

Article VII

Financial Arrangements

- A. TECRO shall provide funds to AIT for all personnel, equipment, facilities, or other services provided to TECRO, or its designated representative, by AIT or its designated representative, 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.
- C. It is estimated that for the duration of this Agreement annual Implementing Arrangements will be approved, each anticipated to be valued over \$ 800,000 USD with funds transferred from TECRO to AIT for services provided by AIT to TECRO, through their designated representatives.
- D. Fund transfers will occur pursuant to Article III. Implementing Arrangements will be prepared through discussions between the designated representatives with work scope agreed by the designated representatives. The agreed work scopes must be consistent with Article II - Objectives of this Agreement.
- E. Each Implementing Arrangement shall provide the scope and schedule for activities covered by that Implementing Arrangement and shall include an estimated budget for at least the first year of activity or the duration of the task, whichever is shorter. Individual Implementing Arrangements can be of any duration as long as they terminate prior to the

expiration date of the Agreement.

- F. Individual Implementing Arrangements may include optional tasks that could be exercised at any time during the duration of the implementing arrangements by a fund transfer and instruction to execute the optional tasks.
- G. Implementing Arrangements do not need to repeat provisions found in this Agreement; rather, they shall make a statement to confirm that the planned work is consistent with the provisions of this Agreement.
- H. AIT ' s performance under this Agreement and NOAA ' s performance of work as the AIT Designated Representative under this Agreement are subject to availability of funds.

Article VIII

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 pre-existing proprietary information, 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 IX

Liability

Except for damage to, or loss of, property of AIT or of its designated representative that is caused by AIT or NOAA personnel, TECRO agrees to indemnify AIT and its designated representative for any acts or omissions by TECRO and/or its representatives and their employees 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 by the standard procedures implemented by AIT ' s designated representative. After CWB tests and accepts such property, neither AIT nor its designated representative 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, assume any liability to TECRO or other recipients of its property or data, nor will they reimburse or indemnify such parties for property damage, personal injury, death, or any losses whatsoever.

Article X

Period of Agreement and Modification/Termination

This Agreement will become effective when signed by the Parties on the date of the last signature hereafter. This Agreement will terminate 5 years after the date of the last signature, but may be amended at any time by mutual consent of AIT and TECRO. The Parties will review this Agreement annually to determine whether it should be revised, extended, or terminated. Any Party may terminate this Agreement by providing sixty (60) days written notice to the other Party. 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 for its designated representative 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 XI

Other Provisions

Should disagreements arise on 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.

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

James K. J. Lee
Deputy Representative

10-21-2016
Date

FOR THE
AMERICAN
INSTITUTE
IN TAIWAN

John J. Norris Jr.
Managing Director

10-20-2016
Date