



法規名稱：AMENDMENT NO.1 TO GUIDELINES FOR A COOPERATIVE PROGRAM IN THE BIOMEDICAL SCIENCES BETWEEN THE AMERICAN INSTITUTE IN TAIWAN AND THE COORDINATION COUNCIL FOR NORTH AMERICAN AFFAIRS MAY 21, 1984 (AD.1989.4.20)

簽訂日期：民國 78 年 04 月 20 日

生效日期：民國 78 年 04 月 20 日

The Guidelines are herewith amended as follows：

7 Initial Areas of Cooperation The following topics are being considered for initial cooperative activity：

- Cancer
- Cardiovascular Diseases
- Stroke
- Infectious Diseases
- Environmental Health
- Blood Banking
- Animal Models
- Biomedical Information Systems

George K.C.Liu

Director, Science Division

Coordination Council for

North American Affairs

Date：

Corporate Secretary

American Institute in Taiwan Date：

Attachment No. 1 to Amendment No. 1

Guidelines for a

Cooperative Program in the Biomedical
Sciences Between

The American Institute in Taiwan and

The Coordination Council for North

American Affairs

May 21, 1984

1 General

Joseph B. Kyle

Pursuant to Amendment No.1 to the Guidelines an additional area of cooperative activity between the American Institute in Taiwan (hereinafter referred to as "AIT") and the Coordination Council for North American Affairs (hereinafter referred to as "CCNAA") has been established. This area is Biomedical Information Systems. AIT works with the National Library of Medicine (hereinafter referred to as "NLM") of the National Institutes of Health in administering the cooperative activity. CCNAA performs a similar function in affiliation with the Science and Technology Information Center (hereinafter referred to as "STIC") of the National Science Council (hereinafter referred to as "NSC") in Taiwan.

2 Purpose of Cooperative Activity To exploit the NLM biomedical information system known as the Medical Literature Analysis and Retrieval System (hereinafter referred to as "MEDLARS") for the benefit of health professionals.

3 Range of Services

a In addition to MEDLARS demand search service, the range of other services provided by STIC under this agreement may include the selective dissemination of information to individuals or groups, the publication of selected literature searches and recurring bibliographies provided that these do not duplicate existing publications derived from the system nor violate copyrights, the preparation of critical reviews using material retrieved from the system and other applications which may subsequently be defined.

b NLM agrees to the following :

- (1) Enter into a license agreement with STIC for access to NLM supported databases.
- (2) Provide one subscription to the NLM Technical Bulletin, training in searching of the MEDLARS system at NLM, and limited consultation on the architectural design of the ELHILL retrieval system by the NLM computer staff.
- (3) Provide materials pertaining to the promotion of international MEDLARS Centers.

(4) Provide photocopying service to STIC's MEDLARS users for documents not available in Taiwan.

c STIC agrees to the following :

- (1) Not to use NLM database tapes to distribute services until the search capability of the software retrieval system is demonstrated to be equal to or better than the NLM ELHILL system.
- (2) Pay to NLM applicable charges for tape leasing and online services at the current U.S. dollar rate.
- (3) Provide NLM with online access to MEDLINE for the purpose of testing the STIC implementation of MEDLINE.

4 Administration of the Cooperative Activity

- a NLM and STIC will designate a project officer who will be responsible for administering the cooperative activity. The project officers will maintain complete and accurate record of activities developed pursuant to the cooperative activity, including accountability for any and all funds expended. Such records will be made available to AIT and CCNAA upon demand.
- b STIC will be responsible for controlling the distribution and use of MEDLARS information to end users. If questions arise regarding the distribution and use of MEDLARS information they should be referred by STIC to NLM.
- c STIC will participate in NLM evaluation studies, workshops, and international MEDLARS Policy Advisory Group (IMPAG) meetings with other international MEDLARS Centers.
- d STIC will notify NLM regarding details and plans for publishing bibliographies or other publications derived from MEDLARS.
- e STIC will acknowledge NLM cooperation and use of the MEDLARS system in all products and publications derived from study or use of the MEDLARS system. NLM may specify separate identification or qualifications when the products are experimental or depart from existing MEDLARS procedures and outputs.

f NLM reserves the right to make changes to the MEDLARS system at any time, but it will give advance notification of these changes in writing to STIC.

5 Training

STIC. will provide all necessary personnel acceptable to NLM for any needed training in the MEDLARS system. Arrangements for refresher training for personnel will be agreed between STIC and NLM and, if possible, will be associated with regular training sessions.

6 Exchange of Experience and Information

a NLM will receive and review STIC progress reports on the development of the MEDLARS system in Taiwan, technical memoranda on operating processes, copies of documentation of the system under development, newsletters and similar publications essential for effective evaluation of the system as a whole.

b STIC will participate in system-wide evaluation studies with protocols developed on a mutually agreeable basis with NLM. It is understood that in any comparative testing of systems involving MEDLARS performance, NLM will participate in the design, operation and evaluation of the testing.

7 Disclaimer of Warranties

a Neither the AIT nor the NLM makes any warranty, express or implied, including any warranty of fitness for a particular purpose; nor do AIT and NLM assume any legal liability or responsibility for any party's use, or the results of such use, of any information disclosed in an information product or service disseminated by AIT or NLM ; nor represents that the use of any such information product or service would not infringe privately owned rights.

b Neither the CCNAA nor the STIC makes any warranty, express or implied, including any warranty of fitness for a particular purpose; nor do CCNAA and STIC assume any legal liability or responsibility for any party's use, or the results of such use, of any information disclosed in an information pr-

product or service disseminated by CCNAA or STIC; nor represents that the use of any such information product or service would not infringe privately owned rights.

8 Funding

The funding of cooperative activities under Attachment No.1 to Amendment No.1 to the Guidelines shall be carried out on the basis of mutuality, reciprocity and flexibility. In general, each side will fund the cost of its participation in cooperative activities and may, if it chooses, provide full or partial support for participation in these activities by personnel of the other side. Decisions on funding for joint activities will be made by mutual agreement.

9 Duration

This Attachment No.1 to Amendment No.1 to the Guidelines will become effective upon signature by duly authorized representatives of AIT and CCNAA and will remain in effect until terminated by one or the other party or by mutual agreement of both parties. In the event of termination for reasons other than breach of Attachment No.1 to Amendment No.1 of the Guidelines, such termination shall be effective not less than six (6) months following delivery of written notice to terminate by either party. Any breach of Attachment No.1 to Amendment No.1 of the Guidelines will be curable upon sixty (60) days written notice by AIT or CCNAA to the other party.

10 Entirety of Agreement

This document constitutes an agreement between AIT and CCNAA in its entirety and may not be modified except by mutual written consent of the parties.

11 Authorized Signatures

This agreement is executed by the duly authorized representatives of AIT and CCNAA whose signatures are affixed below :

American Institute in

Taiwan

[Signed]

CORPORATE

SECRETARY

Date : April 20, 1989

Coordination Council

for North American

Affairs

[Signed]

j Director of Science Div.

Date: April 20, 1989