

法規名稱：AGREEMENT BETWEEN THE AMERICAN INSTITUTE IN TAIWAN AND THE COORDINATION COUNCIL FOR NORTH AMERICAN AFFAIRS FOR TECHNICAL COOPERATION IN THE FIELD OF ENVIRONMENTAL PROTECTION (AD.1993.06.21)

簽訂日期：民國 82 年 06 月 21 日

生效日期：民國 82 年 06 月 21 日

Article I: Purpose

This Agreement between the American Institute in Taiwan (AIT) and the Coordination Council for North American Affairs (CCNAA), hereinafter referred to as the "Parties", provides a framework for technical cooperation between the Parties for the protection of the environment.

Article II: Scope of Work

A. Technical cooperation activities to be conducted under this Agreement shall consist of training, temporary assignments of personnel, information exchange, joint research projects, and such other activities as the Parties may agree upon. These activities shall be conducted in the areas of environmental management, risk assessment, pollution prevention, use of market-based incentives for pollution control, environmental monitoring and assessment, waste management, and such other areas as the Parties may agree upon.

B. The nature of specific technical cooperation activities to be conducted under this Agreement shall be determined by the Parties. The Parties shall conclude an implementing arrangement for each specific technical cooperation activity to be conducted under this Agreement ("Implementing Arrangement"). Each Implementing Arrangement under this Agreement shall specify: the technical scope of activities; the products and outcomes, with estimated delivery dates; responsibilities of each Party; estimated budget; method of payment; reporting procedures; arrangements for the treatment of intellectual property; and other appropriate matters.

C. All technical cooperation activities undertaken pursuant to specific Implementing Arrangements under this Agreement shall

be subject to applicable laws and regulations.

D.The Parties shall seek to resolve any dispute or misunderstanding concerning the Agreement through good faith discussions conducted in a spirit of cooperation.

Article III: Responsibilities of AIT

AIT shall carry out its responsibilities pursuant to this Agreement with due diligence and efficiency.

A.AIT shall keep accurate and systematic accounts and records with respect to the activities undertaken by AIT pursuant to this Agreement, and shall permit CCNAA or the Environmental Protection Administration in Taipei (EPAT) to inspect such accounts and records and make copies thereof during ordinary business hours.

B.AIT shall furnish to CCNAA or to EPAT such information related to the activities undertaken by AIT pursuant to this Agreement as may reasonably be requested.

C.Upon completion of the activities undertaken by AIT pursuant to this Agreement, AIT shall deliver, upon request, to CCNAA or to EPAT all reports, calculations, comments, suggestions, and relevant technical data compiled or prepared by or for AIT.

Article IV: Responsibilities of CCNAA

CCNAA shall carry out its responsibilities pursuant to this Agreement with due diligence and efficiency.

A.CCNAA shall provide such administrative, financial and other support as set out in the relevant Implementing Arrangement, this Agreement or otherwise agreed upon by the Parties in advance to AIT in undertaking activities that are agreed upon by the Parties pursuant to this Agreement.

B.CCNAA shall assist AIT in obtaining the necessary visas and other travel documents for all personnel identified by AIT as carrying out the terms of this Agreement.

C.CCNAA shall assist AIT in obtaining the necessary permits and authorizations (including access to facilities and areas under the jurisdiction of EPAT) for all personnel identified by AIT

as carrying out the terms of this Agreement.

D.CCNAA shall ensure that all imported items identified by AIT and accepted by CCNAA as carrying out the terms of this Agreement are held free and clear of all customs duties and taxes in territories represented by CCNM in accordance with the terms of the Agreement on Privileges, Exemptions and Immunities between CCNAA and AIT, signed on October 2, 1980. A list of imported items for each Implementing Arrangement must be provided to EPAT in advance according to required procedures.

Article V: Financial Arrangements

A.CCNAA shall pay all costs associated with activities undertaken by AIT and under each Implementing Arrangement to this Agreement, unless otherwise specified therein.

B.Each Implementing arrangement under this Agreement shall include an estimated budget for at least the first year of activity. The Parties may amend the budget during the term of the activity.

C.For activities agreed upon by the Parties under each Implementing Arrangement to this Agreement, unless otherwise specified therein, CCNAA shall, within two months after the signing of the relevant Implementing Arrangement, advance to AIT the budgeted amount for payment of the costs associated with the activities set out in the relevant Implementing Arrangement.

D.AIT shall provide CCNAA with documentation supporting requests for payment in accordance with applicable rules and/or regulations.

E.Funds received by AIT under the terms of paragraph A of this Article for each Implementing Arrangement that have not been expended at the termination of such Implementing Arrangement or of this Agreement after all covered costs have been met, shall be remitted to CCNAA.

Article VI: Intellectual Property Considerations

A.The parties support the widest possible dissemination of information provided, exchanged, or arising under this Agreement subject to the need to protect relevant pre-existing propriet-

ary information and intellectual property rights.

B.Details concerning intellectual property considerations shall be specified in each Implementing Arrangement to this Agreement.

C.Information transmitted by either Party to the other Party shall be accurate to the best of the transmitting Party's knowledge and belief, 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.

D.Information developed jointly by the Parties shall be accurate to the best of both Parties knowledge and belief. 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 VII: Relationship to Other Agreements

The obligation of the Parties to carry out this Agreement is contingent upon the entry into force of the Agreement between the Environmental Protection Agency of the United States of America and AIT for Technical Cooperation in the Field of Environmental Protection. Upon its execution and entry into force, this Agreement shall replace the "Guidelines for a Cooperative Program in Environmental Protection Between AIT and CCNAA, dated October 18, 1990 (the "Guidelines"). Activities commenced under the guidelines and not completed or terminated as of the date of entry into force, of this Agreement shall continue under this Agreement. Otherwise, nothing in this Agreement shall be construed to prejudice other existing or future agreements concluded between AIT and CCNAA.

Article VIII: Entry Into Force, Amendment and Termination

Subject to the provisions of Article VIII, this Agreement shall enter into force on the date of the last signature hereinafter, shall remain in force for five years, and may be extended or amended by written agreement of the Parties. This Agreement may be terminated by either Party upon six months written notice to the



other Party. The termination of the Agreement shall not affect the validity or duration of activities agreed upon pursuant to the Agreement and initiated prior to such termination.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement.

DONE at Washington, D.C., in duplicate, in the English language.

FOR THE AMERICAN INSTITUTE

IN TAIWAN:

[Signed]

Natale H. Bellocchi

Chairman of the Board

and Managing Director

June 21, 1993

FOR THE COORDINATION

COUNCIL FOR NORTH AMERICAN

AFFAIRS:

[Signed]

Mou-Shin Ding

Representative

June 21, 1993