

AGREEMENT
between the
THE AMERICAN INSTITUTE IN TAIWAN
and the
COORDINATION COUNCIL FOR NORTH AMERICAN AFFAIRS
for
TECHNICAL COOPERATION
in
METEOROLOGY AND FORECAST SYSTEMS DEVELOPMENT

ARTICLE I - SCOPE

This Agreement between the American Institute in Taiwan (AIT) and the Coordination Council for North American Affairs (CCNAA) provides a framework through which the National Oceanic and Atmospheric Administration (NOAA), the designated representative of AIT, can provide technical expertise, training, and scientific exchange activities on a reimbursable basis to the Central Weather Bureau of Taiwan (CWB), the designated representative of CCNAA, in areas of mutual interest in the field of Meteorology and Forecast Systems Development.

ARTICLE II - AUTHORIZATION

This Agreement is entered into pursuant to the Taiwan Relations Act of April 10, 1979, Public Law 96-8 (22 USC 3301 et seq.).

ARTICLE III - OBJECTIVES

The broad objective of this Agreement is to establish a framework to allow NOAA, acting as the designee of AIT, to carry out reimbursable technical cooperation with the CWB under an AIT-CCNAA 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 forecasting systems for Taiwan.
- C. To provide professional development and training for Taiwan participants designated by CCNAA's designated representative, CWB.
- D. To exchange materials and information, and to transfer technology from AIT's designated representative, NOAA, to CCNAA's designated representative, CWB.
- 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 CCNAA, and its designated representative, CWB.

- A. Activities under this Agreement may include the conducting of 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 other forms of cooperation in the areas of weather forecast systems and related science and technology as may be mutually agreed.
- B. AIT and CCNAA will conclude Implementing Arrangements concerning specific cooperative activities to be conducted under this Agreement.
- 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, 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 CCNAA, and its designated representative, CWB.

ARTICLE V - RESPONSIBILITIES OF AIT

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

- A. AIT shall, through its designated representative, NOAA, keep accurate and systematic accounts and records with respect to the services provided pursuant to this Agreement in such form and detail as is customary, and shall permit CCNAA, or its designated representative, CWB, to inspect same and make copies thereof.
- B. AIT shall, through its designated representative, NOAA, furnish to CCNAA, or its designated representative, CWB, such information related to the services AIT shall provide to CCNAA pursuant to this Agreement as may be reasonably requested.
- C. Upon completion of specific services provided to CCNAA by AIT, as delineated in the Implementing Arrangements to this Agreement, AIT shall deliver to CCNAA, or to its designated representative, CWB, all reports, calculations,

comments, suggestions, and relevant technical data compiled or prepared by AIT, or its designated representative, NOAA, in and under this Agreement. Such shall become the sole property of CCNAA, or its designated representative, CWB, pursuant to this Agreement.

- D. To the extent that funds are made available to AIT by CCNAA, AIT, through its designated representative, NOAA, will make available such personnel, equipment and facilities necessary to carry out activities pursuant to this Agreement.
- E. AIT, through its designated representative, NOAA, shall provide suitably qualified personnel who are acceptable to CCNAA and to CCNAA's designated representative, CWB. Personnel will be selected on merit factors such as education, experience and expertise.
- F. AIT, through its designated representative, NOAA, shall provide all technical and administrative support and other requirements as may be necessary to complement and supplement the services of personnel of AIT's designated representative, NOAA, who are in Taiwan under the auspices of AIT.

ARTICLE VI - RESPONSIBILITIES OF CCNAA

- A. Pursuant to this Agreement, CCNAA 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 this Agreement.
- B. Pursuant to this Agreement, CCNAA 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 jurisdiction of CCNAA's designated representative, CWB, by personnel of AIT's designated representative, NOAA, who are in Taiwan under the auspices of AIT.
- C. CCNAA shall, pursuant to this Agreement, assure that AIT, and its designated representative, NOAA, are held free and clear of all customs duties and imposition charged by the authorities in the territory represented by CCNAA. 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 VII - FINANCIAL ARRANGEMENTS

- A. Activities under this Agreement are conducted on a fully reimbursable basis unless other arrangements are specified and mutually agreed to in Implementing Arrangements to this Agreement.
- B. CCNAA shall pay all costs associated with services provided to CCNAA, or its designated representative, CWB, under this Agreement.

- C. AIT shall provide CCNAA with documentation supporting requests for reimbursement in accordance with standard financial regulations and practice of AIT and its designated representative, NOAA.
- D. CCNAA shall make necessary arrangements to reimburse AIT for all actual costs incurred by AIT, or its designated representative, NOAA, in association with this Agreement.
- E. Pursuant to Article IV, each Implementing Arrangement shall specify funding and payment arrangements for activities covered by the Implementing Arrangement and shall include an estimated budget for at least the first year of activity.

ARTICLE VIII - INTELLECTUAL PROPERTY CONSIDERATIONS

- A. AIT, and its designated representative, NOAA, and CCNAA, and its designated representative, CWB, 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 concerning 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

CCNAA shall assist in the defense against any suit brought against the Government of the United States, AIT, AIT's designated representative, NOAA, or any instrumentality or officer of the United States arising out of activities associated with this Agreement. CCNAA further agrees to hold the United States, AIT, AIT's designated representative, NOAA, or any instrumentality or officer of the United States, harmless against any claim by CCNAA, CCNAA's designated representative, CWB, or any entity or person in Taiwan or elsewhere for personal injury, death or property damage arising out of work performed under this Agreement.

Except for damage to, or destruction of, property of AIT, or its designated representative, NOAA, caused by personnel of AIT, or its designated representative, NOAA, CCNAA agrees to reimburse AIT, or its designated representative, NOAA, for any damage to or destruction of property belonging to AIT, or its designated representative, NOAA, arising out of activities associated with this Agreement.

ARTICLE X - EFFECTIVE DATE

This Agreement will become effective on the date of the last signature hereafter.

ARTICLE XI - AMENDMENT AND TERMINATION

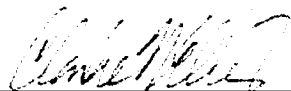
This Agreement, and its Implementing Arrangements, may be amended by the mutual written agreement of AIT and CCNAA.

This Agreement may be terminated by either party at any time by notification to the other party in writing sixty days in advance of the desired termination date. 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.

ARTICLE XII - RESOLUTION OF DIFFICULTIES

AIT and CCNAA shall consult, upon request of either party, regarding any matter related to the terms of this Agreement, and shall endeavor jointly, in a spirit of cooperation and mutual trust, to resolve any difficulties or misunderstandings that may arise.

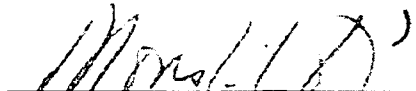
FOR THE AMERICAN INSTITUTE
IN TAIWAN



Clarke N. Ellis
Deputy Managing Director

June 5, 1990
Date

FOR THE COORDINATION COUNCIL
FOR NORTH AMERICAN AFFAIRS



Mou-shih Ding
Representative

June 25, 1990
Date