

AGREEMENT
between
THE AMERICAN INSTITUTE IN TAIWAN
and
THE TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE
OFFICE IN THE UNITED STATES
for TECHNICAL COOPERATION
in
ATMOSPHERIC MONITORING, CLEAN ENERGY, AND
ENVIRONMENTAL SCIENCE

ARTICLE I - SCOPE

This Agreement between the American Institute in Taiwan (AIT) and the Taipei Economic and Cultural Representative Office in the United States (TECRO) (hereinafter, the "Parties") provides a framework through which AIT, through its designated representative the Department of Energy of the United States of America (DOE), can provide technical expertise and training to, and engage in scientific exchange activities with, TECRO, through its designated representative the Taiwan Environmental Protection Administration (EPAT), on a reimbursable basis.

ARTICLE II - AUTHORIZATION

AIT enters into this Agreement pursuant to the Taiwan Relations Act of 1979, Public Law 96-8 (22 USC 3301 et seq.).

ARTICLE III - OBJECTIVES

The broad objective of this Agreement is to establish a framework through which AIT, acting through DOE, its designated representative, can carry out reimbursable technical cooperation with TECRO's designated representative, EPAT. The technical objectives of the cooperation are:

1. To undertake cooperative activities to strengthen knowledge and capabilities for analysis of environmental impacts arising from energy production and use, associated atmospheric monitoring, increased deployment of clean energy technologies and other environmental science technologies.
2. To provide technical assistance to plan and implement environmental impacts analysis, atmospheric monitoring and deployment of clean energy systems for the territory of the authorities represented by TECRO.
3. To provide education and training in environmental impacts analysis, atmospheric monitoring and clean energy deployment for participants identified by TECRO's designated representative, EPAT.
4. To exchange knowledge concerning how to structure and finance incentive programs for increased deployment of clean energy technologies.
5. To promote joint scientific and technical exchange programs in support of environmental impacts analysis, atmospheric monitoring and clean energy deployment.
6. To provide training for organizations in the territory of the authorities represented by TECRO in the management of clean energy research, development and technology transfer.

ARTICLE IV - COOPERATIVE ACTIVITIES

Cooperative activities under this Agreement will be determined after consultations between AIT through its designated representative, DOE, and TECRO through its designated representative, EPAT. Cooperation will be focused on achieving the objectives defined in Article III and may include, but is not limited to the following:

1. Conduct of joint research projects.
2. Development of systems specifications and acquisition plans.
3. Exchange of information.
4. Exchange of scientific and technical personnel for participation in agreed research, development, analysis, design and experimental activities.
5. Organization of seminars and other meetings on agreed topics.
6. Training participants in the territory of the authorities represented by TECRO.
7. Other forms of cooperation in the areas of analysis of environmental impacts of energy production and use, atmospheric monitoring, deployment of clean energy technologies, and related activities as may be mutually agreed.

ARTICLE V - IMPLEMENTING ARRANGEMENTS

- A. When AIT and TECRO agree to undertake any form of cooperation under this Agreement, they will conclude an Implementing Arrangement, which shall refer and be subject to the terms of this Agreement.
- B. Each Implementing Arrangement shall specify the technical scope of the activities, management responsibilities, specific funding arrangements, cost and schedule estimates, procedures to be followed, including those for review of accounts and records, treatment of intellectual property, and other appropriate matters.
- C. All cooperative activities undertaken pursuant to specific Implementing Arrangements under this Agreement shall be (a) conducted in accordance with the applicable laws, regulations, policies, and administrative procedures that govern AIT, and its designated

representative, DOE, and TECRO, and its designated representative, EPAT, respectively; and (b) subject to the availability of appropriated funds.

ARTICLE VI - RESPONSIBILITIES OF AIT

- A. AIT shall, through its designated representative, DOE, 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 TECRO, or its designated representative, EPAT, to inspect same and make copies thereof.
- B. AIT shall, through its designated representative, DOE, furnish to TECRO, or its designated representative, EPAT, such information related to the services AIT shall provide to TECRO pursuant to this Agreement as may be reasonably requested.
- C. Upon completion of specific services provided to TECRO, as delineated in the Implementing Arrangements to this Agreement, AIT shall, through its designated representative, DOE, deliver to TECRO, or to its designated representative, EPAT, copies of all reports, calculations, comments, suggestions, and relevant technical data compiled or prepared by AIT's designated representative, DOE, under this Agreement.
- D. To the extent that funds are made available to AIT by TECRO, AIT, through its designated representative, DOE, will make available qualified personnel, equipment and facilities necessary to carry out activities pursuant to this Agreement.
- E. To the extent that funds are made available to AIT by TECRO, AIT, through its designated representative, DOE, will provide all technical, administrative, and other support as may be necessary to deliver the services of personnel of AIT's designated representative, DOE, who, under the auspices of AIT, are in the territory of the authorities represented by TECRO.

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, DOE, who travel

to the territory of the authorities represented by TECRO under the auspices of AIT in order to carry out 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 jurisdiction of TECRO's designated representative, EPAT, by personnel of AIT's designated representative, DOE, who are in the territory of the authorities represented by TECRO under the auspices of AIT.
- C. TECRO shall, pursuant to this Agreement, ensure that AIT, and its designated representative, DOE, are exempt from all customs duties and imposition of all other charges by the authorities represented by TECRO. Neither AIT or its designated representative, DOE, nor TECRO or its designated representative, EPAT, shall be required to pay any duties, taxes, or similar charges of any kind in executing the terms of this Agreement.

ARTICLE VIII - FINANCIAL ARRANGEMENTS

- A. Activities under this Agreement shall be conducted on a fully reimbursable basis unless other arrangements are agreed to in Implementing Arrangements to this Agreement.
- B. AIT through its designated representative, DOE, shall provide TECRO with documentation supporting requests for reimbursement in accordance with standard financial regulations and practice of AIT and its designated representative, DOE.
- C. Pursuant to Article V, 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.
- D. TECRO shall make necessary arrangements to reimburse AIT for all actual costs incurred by AIT, or its designated representative, DOE, relating to activities under this Agreement.

ARTICLE IX - EXCHANGE AND USE OF INFORMATION

- A. AIT and its designated representative, DOE, and TECRO and its designated representative, EPAT, support the widest possible dissemination of information provided, exchanged, or arising under this Agreement, subject to the need to protect proprietary information, inventions, copyrights, and other intellectual property.
- B. Details concerning the protection and allocation of intellectual property and the dissemination of information are governed by the attached Intellectual Property Annex, which shall form an integral part of 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 - ENTRY INTO FORCE

This Agreement shall enter into force on the date of the last signature hereafter.

ARTICLE XI - AMENDMENT AND TERMINATION

- A. This Agreement and its Implementing Arrangements may be amended by written agreement of AIT and TECRO.
- B. This Agreement may be terminated by both Parties at any time by mutual consent in writing. Alternatively, either Party may terminate this Agreement at any time. A Party that wishes to end its participation in this Agreement should provide written notification to the other Party and its designated representative at least 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 date to allow orderly termination of activities.

ARTICLE XII - RESOLUTION OF DIFFICULTIES

Except as otherwise provided in Section II.D. of the Intellectual Property Rights Annex, AIT and TECRO 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.

DONE in duplicate.

FOR THE AMERICAN INSTITUTE
IN TAIWAN:

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

Mark J. Selig

Ta Jung Chang

Name

Name

Managing Director

Deputy Representative

Title

Title

July 16, 2013

July 16, 2013

Date

Date

Washington, D.C.

Washington, D.C.

Place

Place

INTELLECTUAL PROPERTY ANNEX

Intellectual Property Rights

I. General Obligation

The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Agreement and relevant Implementing Arrangements. Rights to such intellectual property shall be allocated as provided in this Annex.

II. Scope

A. This Annex is applicable to all cooperative activities undertaken pursuant to this Agreement, except as otherwise specifically agreed by the Parties or their designated representatives.

B. For purposes of this Agreement, "intellectual property" shall mean the subject matter listed in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967; viz., "intellectual property" shall include the rights related to:

- literary, artistic and scientific works
- performances of performing artists, phonograms, and broadcasts
- inventions in all fields of human endeavor
- scientific discoveries
- industrial designs
- trademarks, service marks, and commercial names and designations
- protection against unfair competition
- all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields

and may include other subject matter as agreed upon by the Parties or their designated representatives.

C. Each Party and its designated representatives shall ensure, through contracts or other legal means with its own participants, if necessary, that the other Party and its designated representatives can obtain the rights to intellectual property allocated in accordance with this Annex. This Annex does not otherwise alter or prejudice the allocation between

- AIT and residents of the territory of the authorities represented by AIT, which will be determined by the laws and practices applicable in that territory.
- TECRO and residents of the territory of the authorities represented by TECRO, which will be determined by the laws and practices applicable in that territory.

D. Disputes concerning intellectual property arising under this Agreement shall be resolved through discussions between the Parties, or their designated representatives as appropriate. Upon mutual agreement of the Parties or their designated representatives, a dispute shall be submitted to an arbitral tribunal for binding arbitration consistent with applicable rules of international law. Unless the Parties or their designated representatives agree otherwise in writing, the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL) shall govern.

E. Termination or expiration of this Agreement shall not affect rights or obligations under this Annex.

III. Allocation of Rights

A. Each Party's designated representatives shall be entitled to a non-exclusive, irrevocable, royalty-free license in all countries to translate, reproduce, and publicly distribute scientific and technical journal articles, reports, and books directly arising from cooperation under this Agreement. All publicly distributed copies of a copyrighted work prepared under this provision shall indicate the names of the authors of the work unless an author explicitly declines to be named.

B. Rights to all forms of intellectual property, other than those rights described in paragraph IIIA above, shall be allocated as follows:

(1) Visiting researchers shall receive rights, awards, bonuses and royalties in accordance with the policies of the host institution.

(2) (a) Any intellectual property created by persons employed or sponsored by one Party or its designated representatives under cooperative activities other than those covered by paragraph III.(B)(1) shall be owned by that Party or its designated representative as appropriate. Intellectual property created by persons employed or sponsored by both Parties or by designated representatives of both Parties shall be jointly owned by the Parties or jointly by those designated representatives. In addition, each creator shall be entitled to awards, bonuses and royalties in accordance with the policies of the institution employing or sponsoring that person.

(b) Unless otherwise agreed in an Implementing Arrangement, each Party and its designated representatives shall have within the territory of the authorities represented by that Party a right to exploit or license intellectual property created in the course of the cooperative activities.

(c) The rights of a Party and its designated representatives outside the territory of the authorities represented by that Party shall be determined by mutual agreement by the Parties or their designated representatives, considering the relative contributions of the Parties, their designated representatives, and their participants in the cooperative activities, the degree of commitment in obtaining legal protection and licensing of the intellectual property and such other factors deemed appropriate.

(d) Notwithstanding paragraphs III.B(2)(a) and (b) above, if either Party or its designated representatives believe that a particular project is likely to lead to or has led to the creation of intellectual property not protected by the laws of the territory of the authorities represented by the other Party, the Parties or their designated representatives shall immediately hold discussions to determine the allocation of rights to the intellectual property. If an agreement cannot be reached within three months of the date of the initiation of the discussions, cooperation on the project in question shall be terminated at the request of either Party or its designated

representatives. Creators of intellectual property shall nonetheless be entitled to awards, bonuses and royalties as provided in paragraph III.B(2)(a).

(e) For each invention made under any cooperative activity, the Party whose designated representative employs or sponsors the inventor(s) shall disclose the invention promptly to the other Party together with any documentation and information necessary to enable the other Party or its designated representatives to establish any rights to which it/they may be entitled. Either Party may ask the other Party in writing to delay publication or public disclosure of such documentation or information for the purpose of protecting its rights, or those of its designated representatives, in the invention. Unless otherwise agreed in writing, the delay shall not exceed a period of six months from the date of disclosure by the Party whose designated representative made the invention to the other Party.

IV. Business Confidential Information

In the event that information identified in a timely fashion as business-confidential is furnished or created under this Agreement, each Party, its designated representatives, and its participants shall protect such information in accordance with applicable laws, regulations, and administrative practices. Information may be identified as "business-confidential" if a person having the information may derive an economic benefit from it or may obtain a competitive advantage over those who do not have it, and the information is not generally known or publicly available from other sources, and the owner has not previously made the information available without imposing in a timely manner an obligation to keep it confidential.