

ANNEX 3
TO
MEMORANDUM OF AGREEMENT NAT-I-845
BETWEEN
THE AMERICAN INSTITUTE IN TAIWAN
AND
THE COORDINATION COUNCIL FOR
NORTH AMERICAN AFFAIRS

ARTICLE I - Purpose of the Annex

This annex sets forth the general terms and conditions under which the American Institute in Taiwan (AIT) may provide technical assistance, advisory and consultant services to the Coordination Council for North American Affairs (CCNAA) for modernizing the civil aviation infrastructure, facilities, and airspace system of the party represented by CCNAA. In order to fulfill the objective of this Annex, the AIT will provide the personnel and the services necessary to assist the CCNAA with tasks that CCNAA deems appropriate commensurate with their objectives to assist the party represented by CCNAA with the improvement of its aviation systems.

ARTICLE II - Description of Services

A. The AIT will provide specialists in the fields of air traffic control, facility engineering, aviation safety, and other aviation related disciplines to develop and implement programs related to the improvement, operation and evaluation

of the airspace system of the party represented by CCNAA. All services rendered under this Annex shall be specified in corresponding appendices which when signed by duly authorized representatives of AIT and CCNAA will become part of this Agreement Annex.

B. The AIT & CCNAA agree that each appendix will contain a description of services to be performed by the AIT for the CCNAA, location of such services, the manpower and such other resources required to accomplish these tasks, the estimated costs of the tasks and related payments, planned implementation and duration.

C. Each appendix to this Annex will be identified in the following manner: the number of the annex (NAT-I-845-3) followed by an Arabic numeral beginning with 1, with subsequent appendices to follow in numerical sequence. The first appendix shall be identified as NAT-I-845-3-1.

ARTICLE III - Financial Provisions

A. The CCNAA shall arrange to pay the AIT, in accordance with provisions set forth in appendices made a part of this Annex, the amount of actual costs incurred by AIT in rendering services and overhead charges, including all costs arising from the expiration or termination of this Annex and Appendices.

B. The CCNAA identifies the office to which the AIT will render financial statements and consult on related financial matters with the office indicated in paragraph B, Article III of the basic agreement (NAT-I-845).

C. Annex Number NAT-I-845-3 has been assigned by AIT to identify this project and should be referred to in all related correspondence.

D. Payments of bills are due within not more than 60 days from the date of billing. Payments are to be rendered by check payable in U.S. dollars.

In the event that payment is not rendered within 60 days from the date of billing, regulations require that late charges be assessed for each additional 30 day period, or portion thereof, during which payments are overdue. The basis used by AIT to compute such charges shall be consistent with the following. The late charge will be computed by multiplying the amount of the overdue payment by the official monthly percentage rate periodically determined and prescribed by the U.S. Department of Treasury.

ARTICLE IV - Amendments

Any changes in the services furnished, charges or other provisions of this Annex or its appendices shall be in accordance with Article V of the basic agreement (NAT-I-845).

ARTICLE V - Effective Date, Duration and Termination

This Annex becomes effective upon signature of the duly authorized representatives fo the AIT and CCNAA and shall remain in effect until such time as the Agreement NAT-I-845, expires or is terminated. This Annex and related appendices may be terminated at any time by either party by sixty (60) days notice in writing. Any such termination shall allow the AIT 120 days to close out the program operations. All AIT costs incurred as a result of termination of this Annex or any of its appendices shall be reimbursed by the CCNAA to the AIT.

The AIT and CCNAA agree to the provisions of this Annex as indicated by the signatures of their duly authorized officers.

THE AMERICAN INSTITUTE IN TAIWAN

BY:

David Dean

TITLE: Chairman of the Board
and Managing Director

DATE: April 21, 1982

THE COORDINATION COUNCIL FOR
NORTH AMERICAN AFFAIRS

BY:

[Signature]

TITLE: Representative

DATE: April 20, 1982