

ANNEX 5  
TO  
MEMORANDUM OF AGREEMENT

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 terms and conditions under which the American Institute in Taiwan (AIT) will loan aviation-related material to the Coordination Council for North American Affairs (CCNAA).

ARTICLE II - DESCRIPTION OF EQUIPMENT

The material to be loaned by the AIT through the CCNAA is described as follows:

- 1) Rapid Prototyping System (RPS) User Manual
- 2) Rapid Prototyping System (RPS) Executable Software

(PC version)

ARTICLE III - TERMS AND CONDITIONS

A. The AIT:

1. Will, on a reimbursable basis, pack and crate the material.

2. Will, on a reimbursable basis, arrange for transportation of the material to AIT Taipei.

3. Will not be responsible for any materials, other than those listed herein, that may be necessary for the installation, operation, and maintenance of the RPS.

4. Will not be responsible for obtaining any additional equipment, spare parts, and parts peculiar.

B. The CCNAA, at no cost to the AIT, will:

1. Assume custody of the material in an "as is" condition at the American Institute in Taiwan, Taipei.

2. Be responsible for the cost of transportation of the material.

3. Be responsible for securing any license or other documents required to permit the material furnished under this Annex to enter Taiwan and will make the arrangements, when necessary, for the material release from Taiwan for return to the United States.

4. Be responsible for obtaining information from the Taiwan CAA regarding the graphical interfaces developed as a result of the utilization of the RPS.

5. Not be responsible for materials, other than those listed herein, that may be necessary for the installation, operation, and maintenance of the RPS.

6. Not be responsible for obtaining additional equipment, spare parts, and parts peculiar.

7. Upon expiration or termination of this loan return said material in the same condition as received, reasonable use and wear excepted, to AIT's representative, the Federal Aviation Administration, at the following address:

NAS International Programs Office, ASD-20  
800 Independence Ave., S.W., Rm 836  
Washington, D.C. 20591

8. FAA point of contact for specific instructions after loan agreement has been signed is:

NAS International Programs Office, ASD-20  
800 Independence Ave, S.W., Rm 836  
Washington, D.C. 20591

Telephone: (202) 267-3041  
Facsimile: (202) 267-5055

C. Unless otherwise specified, the material furnished under this Annex will be in an "as is" condition. RPS is continuing under development and the material provided by this Annex is the most current in hand. As the FAA proceeds with refinement of the RPS, further material consisting of updated versions of the material described in Article II may be provided by FAA through the AIT without further modification of this annex, provided the same terms and conditions are applied to this updated material as is required under this Annex.

D. The material furnished under this Annex shall be shipped to:

Carl C.K. Lee, Director  
ATC System Program Office  
Civil Aeronautics Administration  
Sung Shan Airport, Taipei, Taiwan

E. The AIT will not be liable for loss or damage to the material while it is in transit. The CCNAA shall reimburse AIT for the cost of appropriate insurance for all material in transit.

#### ARTICLE IV - RIGHTS

A. Except as required by applicable law, neither party will release any information or materials pertinent to the tasks or related to the agreed program, to third parties other than contractors or subcontractors engaged in the program.

B. The RPS material may be used solely to further the development of the Taiwan Civil Aeronautics Administration (CAA) civil air traffic control automation system. Specifically, the rapid prototyping system is designed to facilitate the rapid prototyping of graphical user interfaces.

C. FAA will have the right to use the graphical interface information developed as a result of this annex for the purposes of the development of FAA's air traffic control automation system.

ARTICLE V - FINANCIAL PROVISIONS

A. The CCNAA shall reimburse the AIT for all actual costs plus administrative overhead charge incurred by the AIT in providing services under this Annex, including all costs incurred by the AIT as a result of termination of the Annex.

B. All AIT bills will be forwarded to CCNAA at the following address:

Coordination Council for North American Affairs  
4201 Wisconsin Avenue, N.W.  
Washington, D.C. 20016

C. AIT bills will contain a reference to Annex Number NAT-I-845-5 (which is the number assigned by FAA to identify this Annex and which shall be referred to in all related correspondence), and will be supported with a summary of charges. All AIT bills will be forwarded to the office designated by the AIT as the paying office.

D. Payment of bills is due within sixty (60) days from the date of FAA billing. Payments are to be made in U.S. dollars and forwarded to the AIT at the following address:

American Institute in Taiwan  
Rosslyn Center Building - 17th Floor  
1700 North Moore Street  
Arlington, Virginia 22209

E. In the event that payment is not made within sixty (60) days from the date of billing, the AIT will assess late payment charges, i.e., interest, penalty, and administrative

handling charges, in subsequent billings. These late charges will be assessed for each additional thirty (30) day period, or portion thereof, that payment is not received.

ARTICLE VI - AMENDMENTS

This Annex may be amended in accordance with Article V of the basic Agreement (NAT-I-845).

ARTICLE VII - RESOLUTION OF DISAGREEMENTS

Any disagreement regarding the interpretation or application of this Annex will be resolved by consultation between the two parties and will not be referred to any international tribunal or third party for settlement.

ARTICLE VIII - EFFECTIVE DATE AND TERMINATION

This Annex shall become effective upon signature of both parties and will remain in effect for a period of five (5) years from the date of latest signature or as such time as the basic Agreement (NAT-I-845) expires or is terminated, whichever

occurs first. Either party may terminate this Annex as provided for in Article VI of the basic Agreement (NAT-I-845).

ARTICLE IX - AUTHORITY The AIT and the CCNAA agree to the provisions of this Annex as indicated by the signature of their duly authorized representatives.

THE AMERICAN INSTITUTE IN TAIWAN

BY:   
Clarke N. Ellis

TITLE: Deputy Managing Director

DATE: September 24, 1990

COORDINATION COUNCIL FOR  
NORTH AMERICAN AFFAIRS

BY:   
Roy Yuan Yen Wu

TITLE: Secretary General

DATE: November 21, 1990