



AMERICAN INSTITUTE IN TAIWAN

1700 N. Moore Street
Suite 1705
Arlington, Virginia 22209
Tel: (703) 525-8474
Fax: (703) 841-3385

August 8, 1990

Dr. George K.C. Liu
Director, Science Division
Coordination Council for
North American Affairs
4201 Wisconsin Avenue, NW
Washington, D.C. 20016-2137

Dear Dr. Liu:

On November 17, 1987, Mr. Joseph Kyle, the then Corporate Secretary of the American Institute in Taiwan (AIT), and you, representing the Coordination Council for North American Affairs (CCNAA), signed an Agreement for a Cooperative Program in the Sale and Exchange of Technical, Scientific, and Engineering Information between AIT and CCNAA.

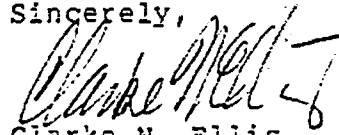
This Agreement expires on November 17, 1990. Article XVII of the Agreement provides that: "At least Ninety (90) days prior to expiration, the AIT will give consideration to renewing this Agreement on original or modified terms. In connection with such consideration, the CCNAA must submit a comprehensive review of its performance under this agreement."

I herewith propose that the Agreement for a Cooperative Program in the Sale and Exchange of Technical, Scientific, and Engineering Information between AIT and CCNAA be renewed and extended without limit, subject to the understanding that one party may inform the other party of its intention to terminate the Agreement by submitting to the other party its written notice of termination at least six (6) months in advance of the date of termination.

This letter and your signed acceptance of the contents thereof on behalf of the Coordination Council for North American Affairs shall constitute a renewal and extension without limit of the Agreement for Cooperative Program in the sale and Exchange of Technical, Scientific, and Engineering

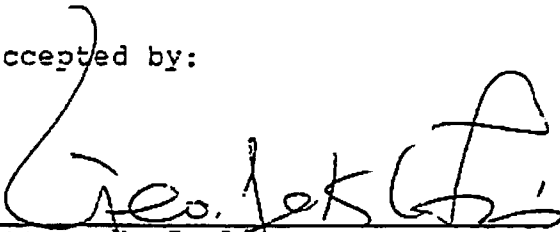
Information between the American Institute in Taiwan and the Coordination Council for North American Affairs effective November 17, 1990. Please confirm your acceptance by signing both copies of this letter and returning one copy to the American Institute in Taiwan.

Sincerely,



Clarke N. Ellis
Deputy Managing Director

Accepted by:



George K. C. Liu
Director, Science Division
Coordination Council for
North American Affairs



AMERICAN INSTITUTE IN TAIWAN

1700 N. Moore St
17th Floor
Arlington, Virginia 22209
(703) 525-8474

March 10, 1987

Dr. George K. C. Liu
Director
Science Division
Coordination Council for
North American Affairs
4201 Wisconsin Avenue, NW
Washington, DC 20016-2137

Dear Dr. Liu:

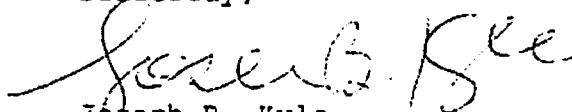
On September 4, 1980, Mr. David Dean, the then Chairman of the Board and Managing Director of the American Institute in Taiwan (AIT), and Mr. Konsin C. Shan, the then Representative of the Coordination Council for North American Affairs (CCNAA), signed an agreement to further scientific and scholarly cooperation between organizations in the territory represented by AIT and organizations in the territory represented by CCNAA.

This Agreement, which is known as the Cooperative Science Agreement, expired on September 4, 1985. I hereby propose that the Cooperative Science Agreement be renewed and extended without limit, subject to the understanding that one party may inform the other party of its intention to terminate the Cooperative Science Agreement by submitting to the other party its written notice of termination at least three months in advance of the date of termination.

This letter and your signed acceptance of the contents thereof on behalf of the Coordination Council for North American Affairs shall constitute a renewal and extension without limit of the Cooperative Science Agreement between the American Institute in Taiwan and the Coordination

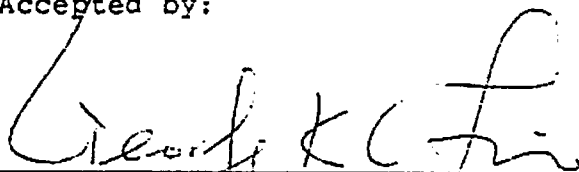
Council for North American Affairs effective retroactively from September 5, 1985. Please confirm your acceptance by signing both copies of this letter and returning one copy to the American Institute in Taiwan.

Sincerely,



Joseph B. Kyle
Corporate Secretary

Accepted by:



George K. C. Liu
Director, Science Division
Coordination Council for
North American Affairs

January 29, 1981

Mr. Yu Sung, Director
Science Division
Coordination Council for
North American Affairs
4301 Connecticut Av., N.W.
Washington, D.C. 20016

Dear Mr. Sung:

I refer to the last sentence of paragraph 3 of the Agreement of September 4, 1980 between the American Institute in Taiwan (AIT) and the Coordination Council for North American Affairs (CCNAA) regarding scientific and scholarly cooperation between the people of the United States of America and the people on Taiwan. In that sentence it is stated that:

"Copies of contracts between the Institute and the Council and their respective principal contractors will be made mutually available."

Pursuant to the last sentence of paragraph 3 of the AIT-CCNAA Agreement, I am enclosing a copy of a letter of January 2, 1981 from AIT to the National Science Foundation (NSF). The letter was signed by the NSF on January 27, 1981, which is the effective date of the agreement between AIT and NSF.

Sincerely,

Joseph B. Kyle
Corporate Secretary

Enclosure:
Copy of letter from
AIT to NSF dated
January 2, 1981.

AIT/W:JBKYLE:hn:1/29/81

北美事務協調委員會駐美辦事處

Coordination Council for North American Affairs
Office in U.S.A
5161 River Road, Washington D.C. 20016

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S. H. H. H.

January 29, 1981

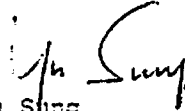
Mr. Joseph Kyle
Corporate Secretary
American Institute in Taiwan
1700 North Moore Street, 17th Floor
Arlington, VA 22209

Dear Mr. Kyle:

Pursuant to the provisions of our Agreement on Scientific and Technological Cooperation signed on September 4, 1980, I am enclosing to you herewith a copy each of the Chinese and English versions of the Letter of Consignment with our principal contractor, the National Science Council, for the file and reference of your Institute. I wish to assure you that this Letter of Consignment is legally binding on our side, and we do anticipate efficient and effective implementation of said Agreement in the future, as it has been in the past. We trust that you will transmit copies of the enclosed Letter of Consignment to your principal contractor to facilitate the implementation work.

With best regards.

Sincerely yours,



Yu Sung
Director
Science Division

Encl:

LETTER OF CONSIGNMENT

The Coordination Council for North American Affairs (hereinafter referred to as "the Consignor" and the National Science Council of the Republic of China (hereinafter referred to as "the Consignee") have agreed as follows:

1. Convinced that the cooperation between the scientific and technical communities of the Republic of China on Taiwan and of the United States of America is mutually beneficial and is beneficial to all mankind, and that such cooperation will directly further the purposes of the Consignee, and that the Consignee is and continues to be in possession of adequate and sufficient facilities, expertise, experience and funds necessary to implement such cooperation, the Consignor hereby consigns, on a non-exclusive basis, its rights, privileges, duties and obligations under the Scientific Cooperation Agreement (hereinafter referred to as "the Agreement"), signed between the Consignor and the American Institute in Taiwan (hereinafter referred to as "the AIT") on September 4, 1980, to the Consignee.

2. Inasmuch as activities under this consignment are deemed to be futhering the purposes of the Consignee, all costs for implementing such activities as allocated to the Consignor by the Agreement shall be borne by the Consignee.

In cases when and where participants in the cooperative activities on the part of the Republic of China receive funding from sources other than the Consignee, the Consignee, as the principal agent of the Consignor to execute the Agreement, shall undertake to coordinate, facilitate (including provision of partial funding), and expedite their participation in activities envisaged by the Agreement.

3. In consideration of the commitment of the Consignee to take this consignment, any and all patents and other applicable proprietary rights which may arise and accrue to the Consignor from activities implemented by the Consignee shall be transferred to the Consignee, in conformity with the patent provision of the Agreement.

4. The Consignee shall undertake to assume full responsibility, in accordance with the laws and regulations of the Republic of China, to indemnify any and all participants under its sponsorship in activities covered by this consignment.

5. The Consignee is fully authorized by the Consignor to determine, after consultations with the principal consignee of the AIT, the exact scope, priorities, definition of eligibility, administrative mechanism and procedure, funding and accounting, under the Agreement, in the implementation of this consignment. For this purpose, the Consignee shall

undertake to maintain close contact and communication with the principal consignee of the AIT, including the convening of joint annual staff meetings for review and planning at least once a year alternately in Taipei and Washington, D. C.

6. The Consignee shall undertake, after consultations with the principal consignee of the AIT under the Agreement, to submit to the Consignor an annual report on activities carried out under this consignment.

7. This consignment shall become effective on September 4, 1980, for a term of five years. Unless written notice shall have been served by either the Consignor or the Consignee to the other six months prior to the date of termination, this consignment shall be automatically renewed for successive terms of five years each. Amendments to this consignment shall be subject to mutual agreement.

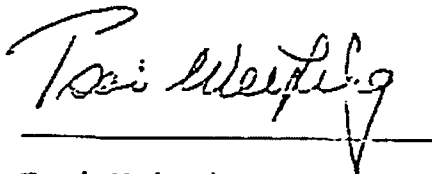
8. In case of the termination of the Agreement, all projects and activities already started under this consignment shall be carried out to their implementation by the Consignee as originally agreed to between the Consignee and the principal consignee of the AIT or any other duly authorized United States entity.

An authenticated copy of the English text of the Agreement is attached to this letter of consignment for the reference of the Consignee. The Chinese text of the Agreement will be sent by the Consignor to the Consignee when it is available.

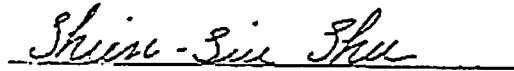
In witness whereof, the duly authorized representatives of the Consignor and the Consignee have signed this letter of consignment in duplicate in the City of Taipei on this 4th day of the ninth month of the sixty-ninth year of the Republic of China

For the Consignor

For the Consignee

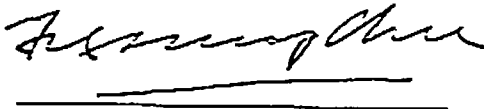


Tsai Wei-ping
Chairman
Coordination Council for
North American
Republic of China



Shien-Siu Shu
Chairman
National Science Council
Republic of China

Witnesses:



Fu-sung Chu
Minister of Foreign Affairs
Republic of China



Chu Shao-hwa
Secretary General
Executive Yuan
Republic of China

委 託 合 約 書

北美事務協調委員會（以下簡稱「委託人」）與行政院國家科學委員會（以下簡稱「受委託人」），茲復就協議如下：

一、鑑於中華民國台灣地區與美國科學技術間從事合作，對中美雙方乃至全人類之福祉均有裨益；此種合作活動，將直接推展受委託人之計畫目標；以及受委託人將繼續獲得為執行此種合作所必需、適當、而足夠之設施、專長、經驗與經費等原因，委託人並願在非獨佔性之基礎上，將其與美國在台協會（以下簡稱「美協」）於民國六十九年九月四日簽署之科技合作協定（以下簡稱「科協」）下之權利、特權、責任及義務，委託與受委託人。

二、因為本委託下之各種活動可推展受委託人之計畫目標，故科協分撥予委託人為實施此種活動所需之經費，一概由受委託人負擔之。倘中華民國參加該合作活動者接受受委託人以外之經費來源時，受委託人既係委託人執行科協之主要代理人，仍應負責協調、便利（包括提供部份經費），及促使渠等參與

科協所擬訂之各項活動。

三、為酬庸受委託人承諾執行本委託，由於受委託人從事各種活動而產生應歸屬於受委託人之專利權及其他可適用財產權益，將依據科協之專利條款，一律轉移給受委託人。

四、受委託人對所有在其主持下從事本委託內各種活動之參加者，依據中華民國法令，負擔損害賠償之全部責任。

五、委託人授予受委託人全權，與美協之主要受委託人諮商後，決定在科協下實施本委託之正確範圍，優先順序，人員資格，行政結構與程序，及撥款與會計辦法等。為達成此項目的，受委託人應與美協之主要受委託人保持密切聯繫，包括至少每年一次輪流在台北與華盛頓特區舉辦之幹部聯席年會，從事檢討與策劃。

六、受委託人與美協主要受委託人諮商後，向委託人提出本委託活動之年度報告。

七、本委託自民國六十九年九月四日起生效，效期五年。除非任一方在到期

前六個月以書面通知對方廢約，本委託應每次以三年為限，自起延展。本委託之修正，應得相互同意。

八科協期滿時，受委託人對原已與美協主要受委託人或任何其他復正式授權之美國機構獲滿議，並在本委託下業已開始之一切計畫與活動，應繼續實施迄於完成。

檢附科協英文認證本一份於本委託合約書之後，供受委託人參考。科協中文認證本當於備妥時，另由委託人函送受委託人參考。為此，委託人與受委託人之各復正式授權代表，爰於民國六十九年九月四日在台北市簽訂本委託合約書，以昭信守。

委託人代表

北美事務協調委員會主任委員蔡維屏

受委託人代表

行政院國家科學委員會主任委員徐賢修

見證人

外交部部長 朱撫松

行政院秘書長 羅紹華





AMERICAN INSTITUTE IN TAIWAN

1700 N. Moore St.
17th Floor
Arlington, Virginia 22209

Shah

September 4, 1980

Mr. Konsin C. Shah, Representative
Coordination Council for North
American Affairs
5161 River Road
Washington, D.C. 20016

Dear Mr. Shah:

I refer to discussions between representatives of the American Institute in Taiwan, hereinafter referred to as "the Institute," and representatives of the Coordination Council for North American Affairs, hereinafter referred to as "the Council," and wish to propose the following general provisions to further scientific and scholarly cooperation between the people of the United States of America and the people on Taiwan. It is agreed that this Agreement succeeds all previous agreements, programs and arrangements in scientific and technological cooperation, except those concluded between non-governmental bodies of both sides.

1. The aim of the cooperation will be to increase the contacts and cooperation between our scientists, engineers, scholars and institutions of research and higher learning and to provide them with more frequent opportunities to exchange information, ideas, skills and techniques, and to attack problems of common interest.
2. The scope of the cooperation will cover all recognized branches of science and technology including social sciences, and will include to the extent the Institute and the Council agree thereon: cooperation between institutions; exchange of scientists, engineers and scholars; pursuit of joint research projects; consultations; exchange of information; and discussion and planning of cooperative activity between the scientists, engineers and scholars of the two sides.

3. Responsibility for ensuring proper coordination and implementation of the programs under this Agreement, including in appropriate cases the encouragement of the participation of scientists, engineers, scholars, agencies or institutions of third parties in particular joint programs, will be vested in the Institute and the Council. These two entities will work in close consultation for the planning, reviewing and implementation of the joint programs. This will be effected by periodic meetings as mutually agreed. In carrying out these responsibilities the Institute and the Council may utilize the services of advisers, consultants and contractors as necessary to accomplish the purposes of the Agreement and to continue the satisfactory and mutually beneficial cooperative science program which both sides have had under previous agreements. Copies of contracts between the Institute and the Council and their respective principal contractors will be made mutually available.

4. The Institute and the Council will facilitate the entry into and exit from the United States and Taiwan of persons and equipment involved in programs indicated pursuant to the Agreement. Equipment shall be admitted free of customs charges.

5. Information derived from the programs undertaken under this Agreement shall be made available to the world scientific community through customary channels and in accordance with the normal procedures of the participating entities.

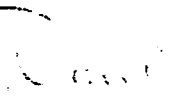
6. Any patent rights that arise under this Agreement shall be subject to the following provisions: (1) The Institute, and its designated advisers, consultants and contractors, shall have and dispose of all patent rights within the United States; (2) the Council, and its designated advisers, consultants, and contractors, shall have and dispose of all patent rights within Taiwan; and (3) either the Institute or the Council, or their designated advisers, consultants and contractors, may seek patent rights in other countries provided that any entity that obtains patent protection in other countries shall make an offer through either the Institute or the Council to the other party to share equitably in the costs and benefits of such rights in other countries;

and (4) patents that are obtained in the United States or Taiwan hereunder shall be subject to royalty-free nonexclusive and assignable licenses to the other party.

7. Each side shall normally bear the costs incurred in the discharging of its respective responsibilities under the joint programs, including the costs of its participating scientists, engineers and scholars; in exceptional cases the costs for a particular joint program shall be borne according to special arrangements mutually agreed upon. The obligations of the Institute and the Council under any program shall be subject to the availability of funds.

This letter and your reply confirming the contents thereof on behalf of the Council will constitute an Agreement between the Institute and the Council. The Agreement shall enter into force on the date of your letter in reply and remain in force for five years unless terminated earlier by either party upon six months' written notice to the other party. It may be extended or amended by mutual written agreement of the two parties. The termination of the Agreement shall not affect the validity of any programs already in progress hereunder.

Sincerely,


David Dean
Chairman of the Board
and Managing Director

北美事務協調委員會駐美國辦事處

Coordination Council for North American Affairs

Office in U.S.A.

5161 River Road, Washington, D.C. 20016

September 4, 1980

Mr. David Dean
Chairman of the Board
and Managing Director
American Institute in Taiwan
1700 North Moore Street, 17th Floor
Arlington, VA 22209

Dear Mr. Dean:

I have the honor to acknowledge receipt of your letter dated September 4, 1980 which reads as follows:

"I refer to discussions between representatives of the American Institute in Taiwan, hereinafter referred to as "the Institute", and representatives of the Coordination Council for North American Affairs, hereinafter referred to as "the Council", and wish to propose the following general provisions to further scientific and scholarly cooperation between the people of the United States of America and the people on Taiwan. It is agreed that this Agreement succeeds all previous agreements, programs and arrangements in scientific and technological cooperation, except those concluded between non-governmental bodies of both sides.

1. The aim of the cooperation will be to increase the contacts and cooperation between our scientists, engineers, scholars and institutions of research and higher learning and to provide them with more frequent opportunities to exchange information, ideas, skills and techniques, and to attack problems of common interest.

2. The scope of the cooperation will cover all recognized branches of science and technology including social sciences, and will include to the extent the Institute and the Council agree thereon: cooperation between institutions; exchange of scientists, engineers and scholars; pursuit of joint research projects; consultations; exchange of information; and discussion and planning of cooperative activity between the scientists, engineers and scholars of the two sides.

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Mr. David Dean

- 3 -

September 4, 1980


and (4) patents that are obtained in the United States or Taiwan hereunder shall be subject to royalty-free nonexclusive and assignable licenses to the other party.

7. Each side shall normally bear the costs incurred in the discharging of its respective responsibilities under the joint programs, including the costs of its participating scientists, engineers and scholars; in exceptional cases the costs for a particular joint program shall be borne according to special arrangements mutually agreed upon. The obligations of the Institute and the Council under any program shall be subject to the availability of funds.

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In reply I have the honor to accept, on behalf of our Council, the foregoing understandings and to confirm that the aforesaid letter and this reply shall constitute an Agreement between the Institute and the Council.

Sincerely yours,


Kongsin C. Shah
Representative

Handwritten marks on the right margin, including a vertical line, a checkmark, and the number 278.