

**Agreement between
The American Institute in Taiwan
And
The Taipei Economic and Cultural Representative Office
in the United States
for Scientific and Technical Cooperation
in Ocean Climate Research**

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) 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 National Taiwan University (NTU), the designated representative of TECRO in areas of mutual interest in the field of ocean climate research with an emphasis on understanding and forecasting climate change.

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 NTU under an AIT-TECRO Agreement. The technical objectives of the cooperation are:

- A. To undertake collaborative scientific investigations within the framework of the South China Sea Monsoon Experiment (SCSMEX).
- B. To provide technical assistance for mooring deployment operations and data processing as part of SCSMEX and the Tropical Atmosphere-Ocean (TAO) array of Autonomous Temperature Line Acquisition System (ATLAS) thermister chain moorings deployed in the equatorial Pacific Ocean.
- C. To provide professional development and training for Taiwan participants designated in accordance with the Agreement between AIT and TECRO.

D. To exchange materials and information and transfer technology from AIT, or its designated representative, to designees in Taiwan in accordance with the Agreement between AIT and TECRO.

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 TECRO, and its designated representative, NTU.

A. Activities under this Agreement may include the conducting of joint research projects, developing systems specifications and acquisition plans, 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 climate change research and related science and technology as may be mutually agreed.

B. AIT and TECRO will conclude Implementing Arrangements concerning specific cooperative activities to be conducted under this Agreement.

C. Each Implementing Arrangement issued hereunder shall specify the technical scope of the activities, management responsibilities, specific funding arrangements, cost and schedule estimates, procedures to be followed for 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, and TECRO, and its designated representative, NTU .

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 records of the services provided pursuant to this Agreement in the form and detail as is customary, and shall permit TECRO, or its designated representative, NTU, to inspect and copy these records.

B. AIT shall, through its designated representative, NOAA, furnish to TECRO, or its designated

representative, NTU, information related to services AIT shall provide to TECRO within this Agreement as may be reasonably requested.

C. Upon completion of each Implementing Arrangement, AIT shall deliver to TECRO, or its designated representative, NTU, all reports and relevant technical data compiled under this Agreement. This material shall become the property of TECRO, or its designated representative, NTU.

D. To the extent that funds are made available to AIT by TECRO, 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 TECRO and to TECRO's designated representative, NTU. 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 TECRO

A. Pursuant to this Agreement, TECRO 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 TECRO shall assist AIT in obtaining the necessary permits and authorization 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, CAA, by personnel of AIT's designated representative, NOAA, who are in Taiwan under the auspices of AIT.

C. TECRO 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 TECRO. 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. TECRO shall pay all costs associated with services provided to TECRO, or its designated representative, NTU, under the Agreement.

C. AIT shall provide TECRO with documentation supporting requests for reimbursement in accordance with standard financial regulations and practices of AIT and its designated representative NOAA.

D. TECRO 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 TECRO, and its designated representative, NTU, 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

TECRO shall assist in the defense against any suit brought against the Government of the United States of America, AIT, AIT's designated representative, NOAA, or any instrumentality or officer of the United States of America arising out of activities associated with this Agreement. TECRO further agrees to hold the United States of America, AIT, AIT's designated representative, NOAA, or any instrumentality or officer of the United States of America, harmless against any claim by TECRO. TECRO's designated representative, NTU, 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 AIT personnel, or its designated representative, NOAA, TECRO 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 TECRO and AIT.

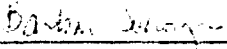
This Agreement may be terminated by either party at any time by notification to the other party in writing sixty days in advance of the desired termination date. Termination of this agreement also terminates at the same time all active Implementing Arrangements issued hereunder. It is understood that 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


TECRO and AIT 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

For The Taipei Economic and Cultural
Representative Office in the United States



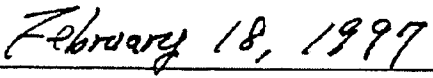
Barbara Schrage
Managing Director ad interim



Rong-Jye Chen
Deputy Representative



Date



Date