

**AGREEMENT
BETWEEN
THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY
AND THE AMERICAN INSTITUTE IN TAIWAN
FOR TECHNICAL COOPERATION ON NEUTRON SCATTERING RESEARCH**

ARTICLE I - SCOPE

This Agreement between the National Institute of Standards and Technology (NIST), an agency of the U.S. Department of Commerce, and the American Institute in Taiwan (AIT) provides a framework through which the NIST Center for Neutron Research (NCNR), acting as the designated representative of AIT, may work with the designated representatives of the Taipei Economic and Cultural Representative Office in the United States (TECRO), the National Central University (NCU) and the Institute of Nuclear Energy Research (INER), in areas of mutual interest in neutron scattering research. In addition, through this Agreement, NCNR may provide technical expertise and training to and conduct scientific exchange activities with NCU and INER on a reimbursable basis.

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); and 15 U.S.C. 272 and 273; and in conjunction with the Agreement between AIT and TECRO for Technical Cooperation on Neutron Scattering Research (AIT-TECRO Agreement).

ARTICLE III - OBJECTIVES

The technical objectives of the cooperation between the designated representatives of AIT and TECRO are:

- i) To allow INER's scientists working on the Taiwan Research Reactor-II (TRR-II) project to perform cutting edge neutron scattering research at the NCNR. Beam Time will be allocated on a scientifically competitive basis, through either the formal proposal system or as NIST allocated time.
- ii) To allow INER's scientists working on the TRR-II Project to participate in NCNR's thermal neutron spectrometer safety modernization program. This will provide essential spectrometer design experience for TRR-II project staff.

ARTICLE IV - COOPERATION

Specific cooperative activities will be determined after consultations between NCNR, AIT, TECRO, NCU and INER and will focus on the following areas of mutual interest: neutron scattering techniques and the development of neutron scattering instrumentation. The types of cooperative activities may include the exchanges of scientific information, scientific visits, seminars and workshops, and joint cooperative research projects.

All cooperative activities undertaken pursuant to this Agreement shall be subject to the respective and applicable laws, regulations, policies, funding and administrative procedures under which AIT, and its designated representative, NCNR, and TECRO, and its designated representatives, NCU and INER, operate.

ARTICLE V - RESPONSIBILITIES OF NCNR

- A. Jointly with TECRO's designated representatives, NCU and INER, select NCU and INER scientific staff working on the TRR-II project to participate in activities associated with this Agreement. Personnel will be selected by merit factors such as education, experience and expertise.
- B. To the extent that reimbursements are made available by TECRO to NCNR through AIT, NCNR will make available such personnel, equipment and facilities necessary to carry out activities pursuant to this Agreement.
- C. NCNR shall assume all costs associated with the production of neutrons and maintenance of the neutron spectrometers associated with this Agreement.
- D. NCNR shall identify suitably qualified personnel who are acceptable to TECRO's designated representatives, NCU and INER, to visit NCU and INER for consultations.
- E. Pursuant to this Agreement, NCNR shall assist TECRO in obtaining visas and other documents necessary for personnel of TECRO's designated representatives, NCU and INER, to visit the United States under the auspices of TECRO to carry out activities under this Agreement.
- F. Provide overall management of the activities under this Agreement and designate appropriate officials of NCNR to be responsible for coordination between NCNR and AIT.
- G. Working under the guidance of AIT and consulting, as necessary and appropriate, with representatives of agencies designated by AIT.

- H. Determining NCNR's staffing requirements and selecting personnel, institutions and firms as necessary to fulfill NCNR's responsibilities for implementation of activities under this Agreement. This section process will be carried out solely on the basis of professional capability, academic qualification, experience and other merit factors. All procurement actions will be conducted in accordance with standard NIST regulations. NCNR will provide information to AIT concerning these selections as requested.
- I. Providing all necessary logistical support to NCNR staff including travel arrangements, per diem and visa assistance in accordance with standard NIST regulations.
- J. Providing office space and access to facilities, equipment and services at NCNR sites for work performed by NCNR in connection with activities under this Agreement.

ARTICLE VI - RESPONSIBILITIES OF AIT

AIT shall support activities under this Agreement by:

- A. Providing guidance to NCNR on consultations with representatives of TECRO or its designated representatives and facilitating such contacts.
- B. Ensuring appropriate transfer of funds to NIST for reimbursable activities, to the extent that such funds are made available to AIT from TECRO for this purpose.

ARTICLE VII - FINANCIAL ARRANGEMENTS

- A. Activities under this Agreement will be conducted on a fully reimbursable basis unless other arrangements are specific and mutually agreed.
- B. TECRO shall pay all costs associated with services provided to TECRO, or its designated representatives, NCU and INER, under this Agreement, including ancillary costs associated with the neutron experiments and instrumental development.
- C. Reimbursements shall be provided by TECRO for NCNR to arrange for scientists to interface with the program and to provide on-site supervision and training for INER's TRR-II project staff.
- D. NCNR shall provide AIT with documentation supporting requests for reimbursement in accordance with standard financial regulations and practices of AIT and its designated representative, NCNR. Separate documents will be prepared for TECRO's designated representatives, NCU and INER, respectively. AIT will provide this documentation to TECRO for reimbursement.

- E. AIT shall make necessary arrangements to transfer to NCNR any funds made available to AIT by TECRO as reimbursements for all actual costs incurred by NCNR associated with services provided to TECRO, and its designated representatives, INER and NCU under this Agreement.
- F. AIT and TECRO, through their designated representative(s) NCNR, INER and NCU, will mutually develop and agree upon an annual estimated budget for all activities associated with this Agreement which will become appendices to this Agreement.

ARTICLE VIII - INTELLECTUAL PROPERTY CONSIDERATIONS

- A. NIST and AIT 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. The Protection of Intellectual Property created or furnished in the course of cooperative activities under this Agreement shall be in accordance with the provisions of Annex I of the Agreement between AIT and TECRO for Technical Cooperation on Neutron Scattering Research. NIST agrees to abide by and carry out all of its responsibilities as AIT's designated representative under Annex I.
- C. Information transmitted by NIST pursuant to this Agreement shall be accurate to the best knowledge and belief of NIST, but NIST 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 NIST and TECRO's designated representatives under the AIT-TECRO Agreement for Technical Cooperation on Neutron Scattering Research shall be accurate to the best knowledge and belief of NIST. NIST does not warrant the accuracy of the jointly developed information or its suitability for any particular use or application by either Party or by any third Party.
- D. The provisions of this Article shall survive the expiration of this Agreement.

ARTICLE IX - LIABILITY

AIT agrees to transfer to NIST any funds provided by TECRO as reimbursement for any damage to or destruction of NIST property 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 and shall remain in force for five years.

ARTICLE XI - AMENDMENT AND TERMINATION

This Agreement may be amended by the mutual written agreement of NIST and AIT. Under the AIT-TECRO Agreement, either AIT or TECRO may terminate at any time by notification to the other party in writing 60 days in advance of the desired termination date. Under this Agreement, NIST may terminate at any time by notification to AIT in writing 70 days in advance of the desired termination date. Under this Agreement, AIT may terminate at any time by notification in writing 50 days in advance of the desired termination date. 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

NIST 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.

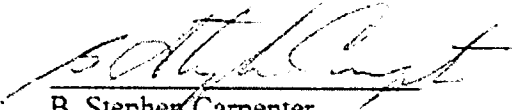
ARTICLE XIV - FORCE MAJEURE

Any event of Force Majeure shall constitute an excusable delay. Examples include, but are not limited to embargo, quarantine, war, public disorders, explosions, fire, earthquake or other acts of God, the suspension, cancellation or failure to receive necessary permissions, or any other condition beyond the control of AIT, NIST, TECRO, and TECRO's designated representatives. Such delays shall excuse the affected party from performance during the period when prevented, not terminate this Agreement, and require resumption of the performance as promptly as possible, using all best efforts to remove the cause of non-performance.

FOR THE AMERICAN
INSTITUTE IN TAIWAN

FOR THE NATIONAL
INSTITUTE OF STANDARDS AND
TECHNOLOGY

Barbara J. Schrage
Deputy Managing Director



B. Stephen Carpenter
Director, International and Academic
Affairs

Date



Date

APPENDIX A

Estimated NCNR Budget For Year I

- 1) Reimbursement for training (\$95,000): Approximately 3 man-years (Article VII(C)), including ancillary costs for using the instruments (Article VII (B))
- 2) Reimbursement for travel expenses of up to two trips to Taiwan (Article VII-D)
\$5,000

Total Year 1 Estimated budget for reimbursement to NCNR is \$100,000.