

**AGREEMENT**  
**between**  
**THE TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE OFFICE**  
**IN THE UNITED STATES**  
**and**  
**THE AMERICAN INSTITUTE IN TAIWAN**  
**for TECHNICAL COOPERATION**  
**In**  
**CLEAN COAL AND ADVANCED POWER SYSTEMS TECHNOLOGIES**

**ARTICLE I – SCOPE**

This Agreement provides a framework through which the American Institute in Taiwan(AIT) through the Department of Energy of the United States of America, Fossil Energy Office of Coal and Power Systems (DOE), AIT's designated representative, can provide technical expertise and training to, and engage in scientific exchange activities with, the Ministry of Economic Affairs, Energy Commission(MOEAE), the designated representative of the Taipei Economic and Cultural Representative Office in the United States(TECRO), 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.)

**ARTICLE III – OBJECTIVES**

The broad objective of this Agreement is to establish a framework through which AIT, acting through DOE, its designated representative, can carry out reimbursable technical cooperation with TECRO's designated representative MOEAE. The technical objectives of the cooperation are:

1. To undertake cooperative activities that will strengthen knowledge and capabilities for utilization of improved advanced power systems and related technologies on Taiwan.
2. To provide technical assistance to plan and implement clean coal and advanced power systems for Taiwan.
3. To provide education and training for Taiwan participants identified by TECRO's

designated representative, MOEAEC.

4. To provide knowledge concerning how to structure and finance incentive programs for improved advanced power systems technologies.
5. To promote joint scientific and technical exchange programs.
6. To provide training for organizations on Taiwan in the management of research, development and technology transfer.

#### **ARTICLE IV – COOPERATIVE ACTIVITIES**

Cooperative activities under this Agreement will be determined after consultations between AIT and its designated representative, DOE, and TECRO and its designated representative, MOEAEC. Cooperation may include, but is not limited to the following:

1. Conduct of joint research projects;
2. Development of systems specifications and acquisition plans;
3. Exchange of information;
4. Exchange of scientific and technical personnel for participation in agreed research, development, analysis, design and experimental activities;
5. Organization of seminars and other meetings on agreed topics;
6. Training Taiwan participants;
7. Other forms of cooperation in the areas of improved advanced power systems, clean coal technology and by-product utilization technology as may be mutually agreed.

#### **ARTICLE V – IMPLEMENTING ARRANGEMENTS**

- A. When AIT and TECRO agree to undertake any form of cooperation under this Agreement, they will conclude an Implementing Arrangement, which shall refer and subject to the terms of this Agreement.
- B. Each Implementing Arrangement shall specify the technical scope of the activities, management responsibilities, specific funding arrangements, cost and schedule estimates, procedures to be followed, including those for review of accounts and records, treatment of intellectual property, liability and other appropriate matters.
- C. All cooperative activities undertaken pursuant to specific Implementing Arrangements under this Agreement shall be subject to (a) the applicable laws, regulations, policies, and administrative procedures that govern AIT, and its

designated representative, DOE, and TECRO, and its designated representative, MOEAEC, respectively; and (b) the availability of appropriated funds.

#### **ARTICLE VI – RESPONSIBILITIES OF AIT**

- A. AIT shall, through its designated representative, DOE, keep accurate and systematic accounts and records with respect to the services provided pursuant to this Agreement in such form and detail as is customary, and shall permit TECRO, or its designated representative, MOEAEC, to inspect same and make copies thereof.
- B. AIT shall, through its designated representative, DOE, furnish to TECRO, or its designated representative, MOEAEC, such information related to the services AIT shall provide to TECRO pursuant to this Agreement as may be reasonably requested.
- C. Upon completion of specific services provided to TECRO, as delineated in the implementing Arrangements to this Agreement, AIT's designated representative, DOE, shall deliver to TECRO, or to its designated representative, MOEAEC, copies of all reports, calculations, comments, suggestions, and relevant technical data compiled or prepared by AIT, or its designated representative, DOE, under this Agreement.
- D. To the extent that funds are made available to AIT by TECRO, AIT, through its designated representative, DOE, will make available such qualified personnel, equipment and facilities necessary to carry out activities pursuant to this Agreement.
- E. To the extent that funds are made available to AIT by TECRO, AIT, through its designated representative, DOE, will provide all technical, administrative, and other support as may be necessary to deliver the services of personnel of AIT's designated representative, DOE, who are on Taiwan under the auspices of AIT.

#### **ARTICLE VII – 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, DOE, 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 authorizations 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, MOEAEC, by personnel of AIT's designated representative, DOE, who are on Taiwan under the auspices of AIT.

- C. TECRO shall, pursuant to this Agreement, ensure that AIT, and its designated representative, DOE, are exempt from all customs duties and imposition of charges by the authorities in the territory represented by TECRO. Neither AIT nor its designated representative, DOE shall be required to pay any duties, taxes, or similar charges of any kind in executing the terms and conditions of this Agreement.

#### **ARTICLE VIII – FINANCIAL ARRANGEMENTS**

- A. Activities under this Agreement shall be conducted on a fully reimbursable basis unless other arrangements are agreed to in Implementing Arrangements to this Agreement.
- B. AIT through its designated representative, DOE, shall provide TECRO with documentation supporting requests for reimbursement in accordance with standard financial regulations and practice of AIT and its designated representative, DOE.
- C. Pursuant to Article V, 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.
- D. TECRO shall make necessary arrangements to reimburse AIT for all actual costs incurred by AIT, or its designated representative, DOE, relating to activities under this Agreement.

#### **ARTICLE IX – INTELLECTUAL PROPERTY**

- A. AIT and its designated representative, DOE, and TECRO, and its designated representative, MOEAEC, support the widest possible dissemination of information provided, exchanged, or arising under this Agreement subject to the need to protect proprietary information, inventions, copyrights, and other intellectual property.
- B. Details concerning the protection and allocation of intellectual property and the dissemination of information 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 X – LIABILITY**

TECRO shall assist in the defense against any suit brought against the Government of the United State, AIT, AIT's designated representative, DOE, or any instrumentality or officer of the Government of the United States or of AIT arising out of activities under this Agreement. TECRO further agrees to hold the United States, AIT, AIT's designated representative, DOE, or any instrumentality or officer of the United States or of AIT, harmless against any claim by TECRO, its designated representative MOEAEC, or any entity or person on 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, DOE, caused by personnel of AIT, or its designated representative, DOE, TECRO agrees to reimburse AIT, or its designated representative, DOE, for any damage to or destruction of property belonging to AIT, or its designated representative, DOE, arising out of activities under this Agreement.

#### **ARTICLE XI – EFFECTIVE DATE**

This Agreement will become effective on the date of the last signature hereafter.

#### **ARTICLE XII – AMENDMENT AND TERMINATION**

- A. This Agreement and its Implementing Arrangements may be amended by written agreement of AIT and TECRO.
- B. This Agreement may be terminated by either Party at any time by written notification to the other Party and its designated representative at least sixty 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 XIII – RESOLUTION OF DIFFICULTIES**

AIT and TECRO 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 TAIPEI ECONOMIC AND  
CULTURAL REPRESENTATIVE  
OFFICE IN THE UNITED STATES:**

**FOR THE AMERICAN INSTITUTE  
IN TAIWAN:**

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Date

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Date

# 駐美台北經濟文化代表處及美國在台協會 淨煤及先進發電系統技術合作協定

## 第一條 - 範圍

本協定提供予一定之架構使得美國在台協會(AIT)得透過其指定之代表，即美國能源部煤炭及發電系統化石能源辦公室(DOE)以基於有償之基礎提供技術專業、訓練及科學交流活動予駐美台北經濟文化代表處(TECRO)指定之代表，即經濟部能源委員會(MOEAEAC)。

## 第二條 - 授權

本協定係根據西元一九七九年四月十日台灣關係法 Public Law 96-8(22 USC 3301 et seq.)而訂定。

## 第三條 - 目標

本協定主要的目標係建立一定之架構使得 AIT，得透過其指定之代表，即 DOE 與 TECRO 所指定之代表即 MOEAEAC 進行有償之技術合作。此一技術合作之目標係：

1. 於台灣從事有關加強改進先進發電系統及相關科技利用之知識及能力之合作活動。
2. 為台灣提供計劃及實施淨煤及先進發電系統之技術協助。
3. 提供教育訓練予 TECRO 所指定之代表，即 MOEAEAC 所指定之台灣參加者。
4. 提供有關如何架構及財務誘因方案於改良之先進發電系統科技。

5. 促進有關科學與技術交流方案。
6. 提供有關研究發展及技術移轉管理之訓練予台灣相關之組織。

#### **第四條 - 合作活動**

本協定所為之合作活動係經由 AIT 其所指定代表 DOE 及 TECRO 及其指定代表 MOEAEC 磋商後決定。合作活動包括但不限於下述項目：

1. 共同研究方案之進行。
2. 系統規格及收購計劃之發展。
3. 資訊交流。
4. 參加經同意之研究、發展、分析、設計及實驗活動之科學及技術人員之交流。
5. 舉行經同意議題之研討會及其他會議。
6. 台灣參加者之訓練。
7. 其他經雙方同意之改進先進發電系統、淨煤技術及副產品利用科技之合作形式。

#### **第五條 - 執行安排協議**

- A. 當 AIT 及 TECRO 同意履行本協定所訂之任一形式之合作，當事人雙方將會以指明本協定並依本協定之條款，達成一執行安排協議。
- B. 每一執行安排協議應指明活動之技術範圍、管理責任、特定財務安排、經費及時程之預估、應遵守之程序、包括帳目及記錄之查閱、智慧財產權之處置、責任及其他適當事務之處理。
- C. 所有有關依本協定之特定執行安排協議所進行之合作活動，均



應受規範於 (a) 有關 AIT 其指定代表 DOE 及 TECRO 及其指定代表 MOEAEC 之相關個別及應適用之法律、規範、政策、及行政程序之規範；及 (b) 可運用之經費。

## **第六條 - TECRO之責任**

- A.根據本協定，TECRO 應協助 AIT 就為實施本協定而由 AIT 贊助於台灣訪問之 AIT 指定之代表，即 DOE 之人員，取得簽證及其他必備文件。
- B.根據本協定，TECRO 應協助 AIT 就實行訂明於本協定之執行安排協議之協助為必需之允許及授權之取得，包括經由 AIT 贊助於台灣之 AIT 所指定代表，即 DOE 之人員得予進入 TECRO 所指定代表 MOEAEC 所管轄之設施及地域。
- C.TECRO 應依本協定確保 AIT 及其指定代表即 DOE 不受任何由 TECRO 所代表區域當局所為所有關稅及規費之課徵。AIT 或其指定之代表即 DOE 不應負擔因執行本協定條款所生之任何稅賦或任何類似規費。

## **第七條 - AIT之責任**

- A.AIT 應透過其指定之代表 DOE 就有關依本協定所提供之服務以其慣用之形式及細節，保存正確及系統化之帳戶及紀錄應允許 TECRO 或其指定之代表，MOEAEC 就該等資料為檢查或製作影本。
- B.AIT 應透過其指定之代表 DOE 將依本協定 TECRO 得為合理請求之有關服務之資訊提供予 TECRO 或其指定之代表 MOEAEC。
- C.當記載於本協定之執行安排協議而提供予 TECRO 之特定服務

完成時，AIT 所指定之代表應將由 AIT 或其指定之代表，即 DOE 依本協定所編纂或準備之所有報告、計算、評論、建議及相關技術資訊之影本交付予 TECRO 或其指定之代表即 MOEAEC。

D.於 TECRO 得資助 AIT 之程度範圍內，AIT 經由其指定代表 DOE 將提供依本協定所必要實施活動之該等適格之人員、設備及設施。

E.於 TECRO 得資助 AIT 之程度範圍內，AIT 經由其指定之代表 DOE，應將提供所有技術、管理及其他必要支援予 AIT 贊助之 AIT 指定之代表，即 DOE 於台灣之人員以補足其服務之需要。

## **第八條 - 財務安排**

A.除於本協定之執行安排協議中另行同意及經載明之安排外，依本協定之活動係於完全有償之基礎下為執行。

B.AIT 經由其指定之代表即 DOE 應提供予 TECRO，符合 AIT 及其指定代表即 DOE 之標準財務規範及作業之支持補償要求之文件。

C.根據第五條規定，每一執行安排協議應載明涵蓋於執行安排協議下之財務及付款安排活動，以及應包括至少第一年活動預估之預算。

D.TECRO 應向 AIT 就所有由 AIT 或其指定代表，即 DOE 根據本協定所產生之費用為必要補償之安排。

## **第九條 - 智慧財產權**

A.AIT 及其指定代表，即 DOE 及 TECRO 及其指定代表，即 MOEAEC 於依保護所有權資訊、發明、著作權及其他智慧財產

權之需求下，支持基於本協定所提供、交流、產生之資訊最廣泛可能之傳播。

B.有關智慧財產權保護及分配，及資訊傳播之細節將會詳載於本協定之每一執行安排協議中。

C.任一當事人基於本協定所為對他方當事人資訊之移轉應就為移轉當事人之最大認知及信念而言係屬正確，但為移轉當事人就所移轉資訊之適合性不對受移轉當事人或其他任何第三人之特定目的使用或適用為任何擔保。由當事人雙方聯合發展之資訊應就當事人雙方之最大認知及信念而言係屬正確。任一當事人並不就該聯合發展之資訊之正確性或對任一當事人或其他任何第三人之特定目的使用或適用為任何擔保。

## **第十條 - 責任**

TECRO 應就對美國政府，AIT，AIT 所指定代表即 DOE 或任何美國政府或 AIT 之執行部門或官員基於本協定所產生活動所引致之任何訴訟為抗辯之協助。TECRO 進一步同意對美國 AIT、AIT 所指定代表即 DOE 或任何美國政府或 AIT 之執行部門或官員使其免於受基於執行本協定工作所致之人身傷害、死亡或財產損失而由 TECRO 其指定代表即 MOEAEC 或於台灣或其他地方之主體或個人所提出之主張。

除了由 AIT 或其指定代表即 DOE 之人員所引起之 AIT 或其指定代表 DOE 財產上之損失或毀損之外，TECRO 同意就有關本協定活動所致 AIT 或其指定代表即 DOE 所屬財產之任何損失或毀損，向 AIT 或其指定代表，即 DOE 為必要之補償。

## **第十一條 - 生效日**

本協定於後附最後簽名之日正式生效。

## 第十二條 - 修改及終止

- A. 本協定及其執行安排協議得由 AIT 及 TECRO 書面同意而為修改。
- B. 本協定得由任一方當事人於任一終止日至少六十日前以書面向他方當事人或其指定代表為終止之通知。且雙方同意就終止日達成一致之同意為努力，以使活動之終止及人員之遣送得順利進行。

## 第十三條 - 爭端之解決

AIT 及 TECRO 於任一當事人要求時，應就有關本協定條款所生之任一事項為磋商及基於合作精神及雙方互信就所生之爭端或誤解共同努力為解決。

駐美台北經濟文化代表處：

美國在台協會：

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Barbara J. Schrage

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日期 01/20/04

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日期 10/31/03