

AMENDMENT NO. 1
TO THE AGREEMENT
between the
TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE OFFICE
IN THE UNITED STATES
and the
AMERICAN INSTITUTE IN TAIWAN
for
TECHNICAL COOPERATION
associated with
ESTABLISHING SATELLITE-BASED MARINE OIL MONITORING COLLABORATIVE ACTIVITY

The Taipei Economic and Cultural Representative Office in the United States (TECRO) and the American Institute in Taiwan (AIT) concluded an Agreement for Technical Cooperation associated with Establishing Satellite-Based Marine Oil Monitoring Collaborative Activity, signed on October 9 and 17, 2013 (“the Agreement”). The Agreement describes the cooperative activities to be undertaken under the Agreement by TECRO, through its designated representative, the Center for Space and Remote Sensing Research (CSRSR) of the National Central University of Taiwan, and AIT, through its designated representative, the National Oceanic and Atmospheric Administration (NOAA), in the area of satellite-based oil spill detection, monitoring and analysis. In addition, the Agreement provides a framework by which TECRO, through its designated representative CSRSR, can provide technical and scientific assistance and a limited amount of FORMOSAT satellite imagery to AIT, through its designated representative NOAA.

The purpose of this Amendment No. 1 to the Agreement is to amend the Agreement to include an additional area of cooperation and to extend the Agreement for an additional five years from the original expiration date of the Agreement, until October 17, 2023.

Accordingly, pursuant to Article X (Effective Date) and Article XI (Amendment and Termination) of the Agreement, TECRO, through its designated representative, CSRSR, and AIT, through its designated representative, NOAA, have reviewed the Agreement and have agreed that it be extended for an additional five years and amended as follows:

1. Article IV – Cooperative Activities is amended by:
 - a. Adding a new paragraph E. under AIT responsibilities, to read:

E. provide TECRO, through its designated representative CSRSR, with technical advice on the experience of AIT, through its designated representative NOAA, in oil thickness assessment and marine debris detection from satellites;

b. Adding a new paragraph E. under TECRO responsibilities to read:

E. provide AIT, through its designated representative NOAA, with technical advice on the experience of TECRO, through its designated representative CSRSR, in oil thickness assessment and marine debris detection from satellites;

c. Revising paragraph C. under TECRO responsibilities to read:

C. provide at no charge up to 30 FORMOSAT-2 images and up to 30 FORMOSAT-5 images, when FORMOSAT-5 data are available, in response to requests from AIT, through its designated representative NOAA.

2. Article VIII – Data Products is amended to read:

Consistent with conditions under which TECRO, through its designated representative CSRSR, has access to FORMOSAT-2 imagery and, when it is available, FORMOSAT-5 imagery, AIT, through its designated representative NOAA, will not, in general, archive and/or redistribute the FORMOSAT-2 or FORMOSAT-5 data outside of NOAA. However, if analysis of FORMOSAT-2 imagery or FORMOSAT-5 imagery is used in a product that would be operationally useful to manage a specific oil spill or marine debris event, it is understood that AIT, through its designated representative NOAA, may distribute the analysis product to other users among the authorities represented by AIT. The product would be marked with the logo of the National Space Organization (NSPO), which owns and operates FORMOSAT-2 and owns and will operate FORMOSAT-5, and NSPO would be credited for the information.

3. Article X – Effective Date is amended to read:

This Agreement will become effective for ten years on the date of the last signature and may be extended further by mutual written agreement of TECRO and AIT. TECRO and AIT will review the Agreement at least every three (3) years to determine whether the Agreement should be revised, renewed, or terminated.

4. All other Articles of the Agreement remain unchanged.

5. This Amendment will become effective on the date of the last signature.

Done in duplicate in the English language.

FOR THE TAIPEI ECONOMIC AND
CULTURAL REPRESENTATIVE OFFICE
IN THE UNITED STATES



James K.J. Lee
Deputy Representative

02/07/2018
Date

Washington, D.C.
Place

FOR THE AMERICAN INSTITUTE
IN TAIWAN



John J. Norris, Jr.
Managing Director

02/07/2018
Date

WASHINGTON OFFICE, AIT
Place ARLINGTON, VA