

法規名稱：EXCHANGE OF LETTERS BETWEEN THE COORDINATION COUNCIL FOR NORTH AMERICAN AFFAIRS AND THE AMERICAN INSTITUTE IN TAIWAN CONSTITUTING AN AGREEMENT ON SCIENTIFIC AND SCHOLARLY COOPERATION

簽訂日期：民國 69 年 09 月 04 日

生效日期：民國 69 年 09 月 04 日

I Letter from Mr. David Dean, Chairman of the Board and Managing Director of American Institute in Taiwan, to Mr. Konsin C. Shah, Representative of Coordination Council for North American Affairs.

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 branch-

es 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,

(Signed)

David Dean

Chairman of the Board

and Managing Director

II Letter from Mr. Konsin C. Shah, Representative of Coordinati-

on Council for North American Affairs, to Mr. David Dean, Chairman of the Board and Managing Director of American Institute in Taiwan.

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 proje-

cts; consultaion; 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 off 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, (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."

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,

(Signed)

Konsin C. Shah

Representative