

法規名稱：MEMORANDUM OF UNDERSTANDING BETWEEN THE TAIPEI ECONOMIC AND CULTURAL OFFICE, CANADA AND THE CANADIAN TRADE OFFICE IN TAIPEI (AD.1997.10.27)

簽訂日期：民國 86 年 10 月 27 日

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The Taipei Economic and Cultural Office (TECO) in Canada and the Canadian Trade Office in Taipei (CTOT), hereinafter referred to as "the Parties", being desirous to enter into a Memorandum of Understanding on cooperation on a reciprocal basis to further their respective research and technological objectives,

Have agreed upon the following:

Article 1: General Provisions

- 1(a)The Parties shall promote research and development collaboration in the fields of science and technology of mutual interest, to further the research and technological development objectives of both Parties and both cooperating Agencies .
- 1(b)The co-operative research and development program shall be aimed at encouraging the commercialization of research deliverables and, as such, industry co-operation or commitment shall be encouraged.
- 1(c)The Parties shall accomplish this objective by encouraging and facilitating close and frequent consultation through the Steering Committee whose structure shall be determined in joint consultation.
- 1(d)Nothing in this MOU shall be construed to prejudice other understandings for cooperation between the Parties now existing or hereafter entered into.

Article 2: Coordination and Implementation

2(a)Cooperating Agencies

The Cooperating Agencies for the Parties shall be the National Science Council (NSC) in Taipei and the National Research

Council (NRC) in Canada. Each agency shall designate a coordinator to be responsible for the cooperation and activities between the two Parties.

2(b)Steering Committee A Steering Committee shall be formed by the representatives of the Parties, Cooperating Agencies, and other agencies as appropriate, to develop and oversee a work plan to implement this Memorandum of Understanding. This Steering Committee shall determine the general fields and specific subjects of research in which collaboration will take place.

2(c)Scope

The Scope of cooperative research and development already agreed upon include the following:

- molecular sciences
- astrophysics
- aerospace
- biological sciences
- biotechnology
- plant biotechnology
- biodiagnostics
- marine biosciences
- microstructural sciences
- information and telecommunications technologies
- remote sensing technologies
- surface transportation technologies
- advanced manufacturing technologies
- marine dynamics
- industrial materials
- construction technologies
- environmental research and technologies
- national measurement standards
- science and technology information

Article 3: Development of Research Collaboration

3(a)The Cooperating Agencies shall carry out research collabora-

tion through some or all of the following activities:

- 1) exchanges of scientific and technical information;
 - 2) visits and exchanges of scientific and technical personnel;
 - 3) joint co-operative research projects (CRPs);
- 3(b) Other forms of collaboration, in addition to those activities described above, may be determined through consultations of the Steering Committee.

Article 4: Implementation of Co-operative Research Projects (CRPs)

- 4(a) CRPs attached to this MOU and those negotiated after this MOU are to be consistent with the objectives and subject to the operational requirements of both Parties. A full description of each CRP shall be drawn up, signed and attached to this MOU as a numbered annex.
- 4(b) The Steering Committee shall develop and implement a work plan to implement this agreement and shall meet at least once a year.

Article 5: Funding

- 5(a) While, usually, each Cooperating Agency participating in co-operative activities shall be responsible for all costs of its participation, in certain cases arrangements for funding of specific initiatives shall be agreed to following consultation between the Cooperating Agencies.

Article 6: Publication of Research Results and General Publicity

- 6(a) All scientific and technical information developed through CRPs under this MOU shall be available to both Cooperating Agencies. The Cooperating Agencies shall determine in consultation whether publication of research results would involve disclosure of information of commercial value, taking into consideration non-disclosure requirements of the patent law of states under which patents may be sought. Results of joint research may be published jointly, or may be published

by the Cooperating Agency in whose facilities the research was conducted. Each Cooperating Agency shall inform the other of its intentions regarding the publication of results, and shall abide by accepted scholarly practice concerning co-authorship.

6(b) The Parties and Cooperating Agencies will publicise the existence of the co-operative research and development program to research institutes, centres of excellence and industries through websites and public announcements.

Article 7: Research Facilities

7(a) The Cooperating Agencies shall make every effort to provide to the other Cooperating Agency's researchers, visiting under the terms of this MOU, with appropriate research facilities.

Article 8: Applicable Laws and Regulations

8(a) Visiting researchers shall abide by the laws, rules and regulations of the host Cooperating Agency during their stay.

8(b) Visiting researchers shall give to the host Cooperating Agency a personal release of liability for injuries.

8(c) In implementing the cooperative activities under this Agreement, each Cooperating Agency shall be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other Party thereof.

Article 9: Consultation

9(a) For the purposes of effective implementation of this MOU, the Parties and Cooperating Agencies shall establish a Steering Committee which shall consult in person or in writing whenever necessary to review the activities undertaken pursuant to this MOU and to identify new ones that may be undertaken for the mutual benefit of both Parties;

Article 10: Intellectual Property

- 10(a) Neither Cooperating Agency is obliged to grant rights in inventions or technology that belong to it as a result of work preceding or independent of this MOU. However, unless prevented by prior commitments, each Cooperating Agency shall make inventions and technology available to the other, and to the other's licensees, on reasonable commercial terms, as necessary to facilitate commercial undertakings and licensing of technology arising from the work performed under a CRP.
- 10(b) A joint invention, produced by researchers from both Cooperating Agencies may result from the work performed under a CRP. In such case, the Cooperating Agencies shall use their best efforts to distinguish their respective contributions in order to file separate patent applications for their own contributions.
- 10(c) It may not however prove feasible to distinguish the respective contribution of each Cooperating Agency to a joint invention. In this case, the patent application shall name all inventors from both Cooperating Agencies and the patent shall be owned by both Cooperating Agencies in shares which reflect the relative contribution of each party to the research effort. The Cooperating Agencies shall cooperate to share the cost of obtaining and maintaining the patent, in the same proportions in which they own the invention. If either Cooperating Agency chooses not to participate in patenting, it shall inform the other Cooperating Agency of its intention in writing and promptly assign, without charge to the other Party, all rights necessary to apply for patents without any sharing of costs or eventual revenues related to those patents.
- 10(d) Each Cooperating Agency authorizes the other to license independently third parties to use jointly-owned patented inventions and to reproduce material in which copyright is jointly owned. The licensing Cooperating Agency:
- (1) shall inform the other Cooperating Agency when a licence

is under negotiation, and shall provide the other Cooperating Agency with a final copy of the licence.

(2) shall share the annual revenue from such licences with the other Cooperating Agency in proportion to its ownership of the invention, and

(3) shall use its best efforts to arrange licences that result in industrial exploitation that is equitably apportioned between two sides and that seek exploitation in territories represented by two sides before other countries.

10(e) The Cooperating Agencies shall decide on a patenting strategy in consultation.

10(f) Immediately upon filing any patent application relating to work performed under a CRP each Cooperating Agency shall give the other a copy of the application, and, if specifically requested, copies of correspondence with the patent office. If this disclosure is made in confidence, it must be clearly labelled as confidential material.

Both Cooperating Agencies while respecting the confidential nature of such communications, may immediately use that invention to the same extent permitted by law as when a patented invention is used for research purposes without a licence.

Article 11: Confidentiality

11(a) The Parties or Cooperating Agencies shall not disclose to third parties any trade secret or confidential information of the other Party or Cooperating Agency.

11(b) Neither Party or Cooperating Agency shall use any trade secret or confidential information of the other Party or Cooperating Agency except for the purpose of research cooperation pursuant to this MOU or for the purpose of licensing jointly-owned intellectual property from which revenues will be shared.

11(c) This Article shall apply as long as the information is not readily available in the public domain.

Article 12: Term of This Memorandum of Understanding

12(a) This MOU shall come into effect upon signature by both Parties and shall continue in effect for a period of five (5) years thereafter, unless terminated prior to that date by either Party. Either Party can terminate this MOU on ninety (90) days written notice to the other. In case of termination for whatever cause, the provisions concerning intellectual property and publication shall continue in force so long as the research results have commercial value or present significant scientific interest. In addition, if this agreement is terminated for whatever cause, the Cooperating Agencies shall continue to provide joint funding for those CRPs already in effect for the agreed period and all the terms and conditions of this agreement shall continue to be in force until those CRPs are completed.

12(b) This MOU can be extended for a further five (5) year term by mutual agreement with the same terms, including the right of renewal.

DONE at Taipei, this 2nd day of October 1997, in duplicate, each version being equally authentic.

THE TAIPEI ECONOMIC AND
CULTURAL OFFICE, CANADA

【Signed】

Chin-Yen Pang
Representative

October 27, 1997
Date

Witnessed by:

NATIONAL SCIENCE COUNCIL
IN TAIPEI
[Signed]

THE CANADIAN TRADE OFFICE IN
TAIPEI

【Signed】

Hugh Stephens
Director

October 2, 1997

Date

NATIONAL RESEARCH COUNCIL
CANADA
[Signed]

Chao-Shiuan Liu
Chairman

Arthur J. Carty
President

October 2, 1997

October 2, 1997