

法規名稱：GUIDELINES FOR A COOPERATIVE PROGRAM IN PHYSICAL SCIENCES BETWEEN THE TAIPEI ECONOMIC AND CULTURAL REPRESENTATIVE OFFICE IN THE UNITED STATES AND THE AMERICAN INSTITUTE IN TAIWAN (AD.1997.01.02)

簽訂日期：民國 86 年 01 月 02 日

生效日期：民國 86 年 01 月 10 日

1.Scope and Objectives

These Guidelines are established to provide a mechanism for continued cooperation in the physical sciences between scientists from the territory represented by the Taipei Economic and Cultural Representative Office in the United States (TECRO) and the territory represented by the American Institute in Taiwan (AIT). The "Taiwan Relations Act" (Public Law 96-8, April 10, 1979) authorizes the continuation of commercial, cultural and other relations between the people of the United States and the people on Taiwan. Such relations are conducted by or through AIT, a non-profit corporation, incorporated under the laws of the District of Columbia. TECRO (formerly the Coordination Council for North American Affairs) is the instrumentality which provides assurances and take actions on behalf of the people on Taiwan. TECRO works in association with the National Science Council (NSC) and the Industrial Technology Research Institute (ITRI) in Taipei, in administering the program, whereas AIT performs a similar function in affiliation with the National Institute of Standards and Technology (NIST) in Gaithersburg, Maryland.

2.Program Goals

To increase the contacts and cooperation between physical scientists and metrologists; to provide researchers and institutions with opportunities to exchange information, ideas, skills, and techniques; to enhance opportunities to collaborate in solving problems of common interest, and to utilize special facilities or research opportunities available.

Cooperation may be in areas of materials, metrology, and gene-

ral physical sciences. The types of cooperative activities may include the exchange of scientific information, scientific visits, seminars and workshops, and cooperative research.

3.Implementation and Coordination

TECRO and AIT shall coordinate and implement the activities agreed to under these guidelines with NSC, ITRI and NIST. Each side shall designate a program coordinator or coordinators to be responsible under its auspices for the overall coordination of cooperative activities under these guidelines. For each topic identified as the subject of a formal cooperative activity, each side shall also name a topic coordinator.

4.Funding

Funding of cooperative activities under these guidelines shall be carried out on the basis of mutuality, reciprocity, and flexibility. In general, each side shall fund the cost of its participation in cooperative activities and may, if it chooses, provide full or partial support for participation in these activities by scientists of the other side. Decisions on funding for joint activities shall be made by mutual agreement.

5.Review Meetings

TECRO and AIT program coordinators shall meet periodically, at times and places of their choosing to review this program of cooperation and guidelines and additions/modifications to same.

6.Areas of Cooperation

The following topics have been identified as areas of mutual interest for cooperative activity: metallurgy, polymers, ceramics, building technology, telecommunications, metrology, information technology, manufacturing technology and instrumentation. Other areas of cooperation may be added from time to time as may be mutually agreed by NSC, ITRI, and NIST with the

concurrence of TECRO and AIT.

7.Publication of Results

Results obtained in join research projects will be published in the English language in accordance with normal professional practice.

8.Intellectual Property

The protection of Intellectual Property created or furnished in the course of cooperative activities under these Guidelines shall be in accordance with the provisions of Annex I which is an integral part of these Guidelines.

9.Amendments

The provisions of these guidelines may be amended by written agreement of the Taipei Economic and Cultural Representative Office in the United States, and the American Institute in Taiwan in consultation with the National Science Council, the Industrial Technology Research Institute and the National Institute of Standards and Technology.

10.Validity and Termination

These guidelines shall become effective on the date of signing by representatives of TECRO and AIT and shall remain in force hereafter. The Guidelines may be terminated by either party giving six months written notice to the other.

These Guidelines supersede the Guidelines for Cooperation in Physical Sciences between the American Institute in Taiwan and the Coordinating Council for North American Affairs of 1987.

IN WITNESS THEREOF, the parties hereto have hereby set their hands by their duly authorized representatives and have caused these Guidelines to be signed and effective the date of the last signature hereafter.

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

FOR THE AMERICAN INSTITUTE
IN TAIWAN

[Signed]
Rong-jye Chen
Deputy Representative

[Signed]
Barbara J. Schrage
Deputy Managing Director

January 10, 1997
Date

January 2, 1997
Date

ANNEX I
INTELLECTUAL PROPERTY

Pursuant to Article 8 of these Guidelines:

The Parties shall ensure adequate and effective protection of intellectual property created or furnished under these Guidelines and relevant implementing arrangements. The Parties agree to notify one another in a timely fashion of any patentable inventions or copyrighted works or business confidential information arising under these Guidelines and to seek protection for such intellectual property or business information in a timely fashion. Rights to such intellectual property shall be allocated as provided in this Annex.

I.SCOPE

- A.This Annex is applicable to all cooperative activities undertaken pursuant to these Guidelines, except as otherwise specifically agreed by the Parties or their designees.
- B.For purpose of these Guidelines," intellectual property" shall have the meaning found in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, Sweden, July 14, 1967.
- C.This Annex addresses the allocation of rights, interests, and royalties between the Parties. Each Party shall ensure that t-

he other Party can obtain the rights to intellectual property allocated in accordance with the Annex, by obtaining those rights from its own participants through contracts or other legal means, if necessary. This Annex does not otherwise alter or prejudice the allocation between a Party and its nationals, which shall be determined by that Party's law and practices.

D. Disputes concerning intellectual property arising under these Guidelines should be resolved through discussions between the concerned participating institutions or, if necessary, the Parties or their designees. Upon mutual written agreement of the Parties, a dispute shall be submitted to an arbitral tribunal for binding arbitration in accordance with the applicable rules or international law. Unless the Parties or their designees agree otherwise in writing, the arbitration rules of UNCITRAL shall govern.

E. Termination or expiration of these Guidelines shall not affect rights or obligations under this Annex.

II. ALLOCATION OF RIGHTS

A. Each Party shall be entitled to a nonexclusive, irrevocable, royalty-free license in its own country to translate, reproduce, and publicly distribute scientific and technical journals, articles, reports, and books directly arising from cooperation under these Guidelines. All publicly distributed copies of a copyrighted work prepared under this provision shall indicate the names of the authors of the work unless an author explicitly declines to be named.

B. Rights to all forms of intellectual property, other than those rights described in Section II(A) above, shall be allocated as follows:

1. Visiting researchers, for example, scientists visiting primarily in furtherance of their education, shall receive intellectual property rights under the policies of the host institution. In addition, each visiting researcher named as an inventor shall be entitled to share in a portion of any roy-

alties earned by the host institution from the licensing of such intellectual property.

2.

- (a) For intellectual property arising from research designated as joint research, for example, when the Parties, participating institutions, or participating personnel have agreed in advance on the scope of work, each Party shall be entitled to obtain all rights and interests in its own territory. Rights and interests in third countries will be determined in implementing arrangements. If research is not designated as " joint research" in the relevant implementing arrangement, rights to intellectual property arising from the research will be allocated in accordance with paragraph IIB1. In addition, each person named as an inventor shall be entitled to share in a portion of any royalties earned by either institution from the licensing of the property.
- (b) Notwithstanding paragraph IIB.2.(a), if a type of intellectual property is available under the laws of one Party but not the other Party, the Party whose laws provide for this type of protection shall be entitled to all rights and interests worldwide. Persons named as inventors of the property shall nonetheless be entitled to royalties as provided in paragraph IIB.2.(a).

III.BUSINESS-CONFIDENTIAL INFORMATION

In the event that information identified in a timely fashion as business-confidential is furnished or created under the Guidelines, each Party and its participants shall protect such information in accordance with applicable laws, regulations, and administrative practice. Information may be identified as " business-confidential" if a person having the information may derive an economic benefit from it or may obtain a competitive advantage over those who do not have it, the information is not generally known or publicly available from other sources, and the owner h-

as not previously made the information available without imposing in a timely manner an obligation to keep it confidential.

APPENDIX I

ON A GUEST RESEARCHER PROGRAM AT THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY

Under the auspices of the Guidelines for a Cooperative Program in Physical Sciences between the Taipei Economic and Cultural Representative Office in the United States and the American Institute in Taiwan, the National Institute of Standards and Technology, hereinafter referred to as NIST, agrees to supervise and administer on behalf of the National Science Council (NSC) and the Industrial Technology Research Institute in Taipei (ITRI), hereinafter referred to as the Sponsors, Guest Researcher Programs relating to the measurement science and technology subjects having the objectives and comprising the work described in a Guest Researcher Program Authorization Letter to be prepared by NIST and the respective Sponsor for each program. Each such Program Authorization Letter shall reference this Appendix and shall be countersigned by the Guest Researcher and by the designated NIST supervisor in accordance with Item (2) below.

NIST activities which complement each program shall be specified in each Guest Researcher Program Authorization Letter.

THE SPONSORS commit themselves only in terms of liabilities incurred individually.

THE SPONSORS AND NIST AGREE THAT:

- (1) The Program shall be conducted on the schedule specified in each instance, subject to extension by mutual agreement of the parties hereto, and to the provisions of Items (3), (5), and (6) below.
- (2) NIST shall be the supervising agency, both administrative and scientific, for the Guest Researcher Programs. A NIST supervisor shall be designated for each project.
- (3) The scientific and technical project of the Guest Researchers shall be reviewed at least semiannually by the parties to

these Guidelines, and more frequently if deemed advisable by either party. Such review shall precede approval of the work program for each succeeding period.

Each Sponsor shall designate an individual to represent the Sponsor in these reviews.

- (4) The appropriate Sponsor shall designate the individual(s) to serve as Guest Researcher(s) for each project. The provisions applying to Guest Researchers as this term is used in the following items of these Guidelines shall also apply to members of their supporting staff while serving at NIST as employees of the Sponsor.
- (5) While it shall be the privilege and responsibility of each Sponsor to select the Guest Researchers, they shall also be acceptable to NIST. The Sponsor and NIST each reserve the right to terminate the association with this Program of any individual Guest Researcher by providing notice in writing to the other party.
- (6) The Sponsors and NIST each reserve the right to terminate this Program by providing at least sixty (60) days notice in writing to the other party.
- (7) Remuneration to the Guest Researcher(s) for travel and related expenditures shall be provided directly by the appropriate Sponsor.
- (8) The Sponsor shall reimburse NIST for the cost of special supplies, special material, computation, technician assistance, and/or other special services provided the Guest Researcher(s) by NIST in connection with the program covered by each Guest Researcher Program Authorization Letter in the terms thereof. The Sponsor shall reimburse NIST for any subsistence allowance provided to researchers to offset differential costs of living, if and when the allowance has been previously authorized by the Sponsor. Only in cases where requirement of such reimbursement would prevent the exchange from proceeding shall NIST provide a portion of the allowance. When a strong case can be made that the Sponsor is unable to

provide any funds for the subsistence allowance, NIST upon prior consultation with the Sponsor may provide, depending upon the availability of funds, the entire allowance.

Charges for special supplies and/or services shall require the approval of the Guest Researcher and the NIST Supervisor for each Program as designated in the pertinent Authorization Letter. Such charges shall not exceed the amount specified for each program without prior approval of the respective Sponsor. Upon completion of each program, outstanding charges shall be billed to the Sponsor to cover such cost.

All equipment, materials, instruments, and supplies purchased during the term of these Guidelines shall be considered and remain at all times the property of the Party with whose resources they were purchased. Special equipment and instruments obtained by a Sponsor from sources external to NIST and provided by the Sponsor to NIST for use in connection with the programs covered by these Guidelines will be returned to the Sponsor at the Sponsor's expense and risk as soon as practicable after termination of these Guidelines or, as applicable and upon written request after termination of the specific project. The Sponsors agree to assume full responsibility for maintenance of such equipment and instruments.

- (9) Guest Researchers shall pursue their activities at NIST on the work schedule that applies to NIST employees unless otherwise specified in the Guest Researcher Program Authorization Letter, and under the government security and conduct regulations that apply to NIST employees. Guest Researchers shall conform to the requirements of the Department of Commerce Administrative Orders 202-735 and 202-735-A, as amended, hereby made part of these Guidelines, to the extent that these Orders prohibit private business activity or interest incompatible with the best interests of the Department.
- (10) Work completed by Guest Researchers shall be made available to the public under the same conditions as work performed by NIST employees. NIST publications shall be available as

media through which work of Guest researchers can be reported and published. Work under these Guidelines may be used by the Parties freely, for which they shall henceforth grant free reciprocal licenses.

- (11) Guest Researchers are not employees of NIST. A Sponsor may be held accountable for loss of or damage to U.S. Government property (other than that resulting from normal wear and tear) occasioned by the Guest Researchers. The Sponsors and NIST agree to supply all records which may have a bearing on any claim and to cooperate in any reasonable way toward the disposition of any claim which may arise hereunder.
- (12) All Guest Researchers coming to NIST shall be required to obtain Health and/or Medical Insurance to cover the term of their appointment at NIST.