

法規名稱：MEMORANDUM OF UNDERSTANDING BETWEEN THE NATIONAL SCIENCE COUNCIL AND THE CENTRE NATIONAL DE LA RECHERCHE SCIENTIFIQUE

簽訂日期：民國 90 年 05 月 15 日

生效日期：民國 90 年 05 月 15 日

The Centre National de la Recherche Scientifique, (hereinafter <CNRS>), a public scientific and technological organization, having its head office at 3, rue Michel-Ange 75794 Paris Cedex 16, France, represented by Dr. Genevieve BERGER, Director General, AND:

The National Science Council, (hereinafter <NSC>), a governmental agency at 106, sec.2, Ho-Ping E. Rd., Taipei (Taiwan) represented by Dr. Maw-Kuen WU, Vice-Chairman,

Both hereinafter referred to as <the Parties>.

Having decided to strengthen the scientific cooperation, the Parties wish to give a new impetus to their scientific cooperation through this MOU which will allow the implementation of joint research projects on subjects of mutual interest.

The Parties hereby agree as follows:

Article 1: Fields of the cooperation

The Parties agree to promote the cooperation in all fields of science and technology, relevant to their competence, including natural science, engineering, life sciences, marine and geological sciences, humanities and social sciences.

Article 2: Forms of cooperation

Both Parties within the limit of their financial resources will support cooperation, which may take various forms of exchange, based on mutual benefit and reciprocity, to promote various activities such as:

- exchange of information
- joint workshops
- multi -year joint research projects

Article 3:selection of the projects

The joint research projects and workshops will be discussed and jointly selected by the Parties. For each project a scientific coordinator in CNRS and a scientific coordination in NSC will be nominated.

Article 4:Financial support of the cooperation

As a general rule and within the budgetary limits of the Parties , international travel expenses will be born by the sending institution; living allowances will be borne by the host organization.

Each year a financial provision will be mutually allocated for the promotion of joint projects.

Article 5:Confidential Information

The conditions of the Article 3 in Annex 1 will be applied with the understanding that the Parties will not be allowed to disclose any confidential information to any third party for a period of five (5) years following the date of expiration of MOU.

This Article 5 will not prevent researchers of CNRS or NSC from complying with their obligation, prescribed by regulation, to submit a report to the Comité National de la Recherche Scientifique or the competent authority of NSC respectively., nor will such a report be considered a disclosure within the meaning of the intellectual property legislation

Article 6:Publications

It is the intent of the Parties that the results of this collaborative research be published jointly. Any publication or prese-

ntation of the results of this research is subject to the terms of confidentiality cited above. No publication is to be made individually by either one of the Parties without the other Party's prior written approval. Regardless of authorship, each Party agrees to afford the other an opportunity to review all the materials generated as a direct result of this collaboration at least thirty (30) days prior to presentation, release of transmittal to any third party. In the event that patentable subject matter is indentified, disclosure will be delayed up to an additional period no less than sixty (60) days to afford the appropriate Party the opportunity to file partent application(s) on behalf of the inventor(s).

Article 7: Intellectual property

The rules concerning the intellectual property under this agreement are provided in annex 1 which is part of the MOU.

Article 8: Joint executive committee

The Parties establish a joint executive committee composed of members of CNRS from the Direction of International Relations and members of NSC from the International Programs Department which meets regularly.

It reviews the overall cooperations, the ongoing projects and future projects. It proposes measures to improve the cooperation.

Article 9: Term of the MOU

This MOU shall enter into force upon signature by the Parties and shall remain in force for a preiod of three (3) years. It may be terminated by either Party at any time by giving the other Party at six (6) month written advance notice. The rights acquired and the cooperative projects having been commenced prior to the termination will not be affected.

Article 10: Liability

It is understood and agreed that none of the Parties shall be l-

liable for any wrongful acts, either of commission or omission, except when such acts are caused by gross negligence or wilful acts. The Parties further agreed that the Party shall indemnify the other Party and keep the other Party at all times fully indemnified from and against all actions, proceedings, claims, demands, costs (including without limitation the legal costs), awards and damages whatsoever arising as a result of any breach of its warranties or obligations under this MOU or any wrongful acts.

Article 11: Dispute Resolution

Any dispute under this MOU will be settled amicably as far as possible.

If no solution is found, the dispute will be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

Article 12

This MOU is executed in the English and French languages, each text being equally authentic.

Done at Paris the 15 of May 2001
For the National Science Council

Dr Maw-Kuen WU
Vice - Chairman

ANNEX 1-INTELLECTUAL PROPERTY

PREAMBLE

Pursuant to Article 7 of this MOU,
the Parties shall ensure adequate and effective protection of intellectual property created or furnished under this MOU and relevant implementing arrangements. The Parties agree to notify

one another in a timely fashion of any intellectual property including without limitation, inventions, copyrighted works arising under this MOU and to seek protection for such intellectual property. Rights to such intellectual property shall be allocated as provided in this annex.

I-SCOPE

I-A. This annex is applicable to all cooperative activities undertaken by the Parties pursuant to this MOU, except as otherwise specifically agreed by the Parties.

I-B. For purposes of this MOU, <<intellectual property>> shall have the meaning found in Article 2 of the convention establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967.

I-C. This annex addresses the allocation of rights, interests, and royalties between the Parties. Each Party shall ensure that the other Party can obtain the rights to intellectual property allocated in accordance with the annex. The allocation between a Party and participants on behalf of such Party in the cooperative activities, which shall be determined by the Party's laws and practices, shall not be altered or prejudiced by application of this annex.

I-D. Any disputes in connection with intellectual property arising under this MOU shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

I-E. Termination or expiration of this MOU shall not affect the rights or obligations under this annex.

II - ALLOCATION OF RIGHTS

II-A. Each Party, subject to the restrictions of Article III of

this annex and subject to the rights of any publisher, shall be entitled to a nonexclusive, irrevocable, royalty - free license in all countries to, for non - commercial purpose, translate, reproduce, and publicly distribute scientific and technical journal articles, and publicly available reports solely and directly arising under this MOU. 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. Each Party shall have the right to review a translation prior to public distribution.

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

II-B/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, unless a specific agreement is or has been signed between the host and forwarding institutions. In addition, each visiting researcher named as an inventor shall be entitled to treatment as a national of the host country with regard to awards, bonuses, benefits, or any other rewards, in accordance with the policies of the host institution.

II-B/2(A). The intellectual property created during joint research shall be jointly owned by the Parties. The Parties shall jointly develop a technology management plan either prior to the start of their cooperation, for example in research areas likely to lead rapidly to industrial applications, or within a reasonable time from the time a Party becomes aware of the creation of joint intellectual property.

The technology management plan shall consider the relative contributions of the Parties, the benefits of exclusive or non - exclusive licensing by territory or for field of use, requiremen-

ts imposed by the Parties' domestic laws, governing policies and practices, and other factors deemed appropriate. If needed, the technology management plan shall be jointly modified or completed in a timely fashion, subject to the approval of both Parties.

II-B/2(B). If the Parties cannot reach agreement on a joint technology management plan within a reasonable time not to exceed six months from the time a Party becomes aware of the creation of the joint intellectual property in question, each Party may designate one coexclusive licensee to have world - wide rights to said intellectual property. Each Party shall notify the other two months prior to making a designation under this paragraph. When both Parties (or their licensees) exploit the intellectual property in a country, the entities exploiting the intellectual property shall share equally the reasonable cost of intellectual property protection in that country.

II-B/2(C). A specific program of research will be regarded as joint research for purposes of allocating rights to intellectual property only when it is designated as such in the relevant implementing agreement, otherwise the allocation of rights to intellectual property will be in accordance with paragraph II-B/1.

II-B/2(D). In the event that either Party believes that a particular joint research project under this MOU will lead, or has led, to the creation or furnishing of intellectual property of a type not protected by the applicable laws of one of the Parties, the Parties shall immediately hold discussions to determine the allocation of the rights to the said intellectual property; the joint activities in question will be suspended during the discussions, unless otherwise agreed by the Parties thereto. If no agreement can be reached within a three month period from the date of the request for discussions, the Parties shall cease the cooperation in the project in question. Notwithstanding paragraphs II-B/2(A) and (B), disputes regarding rights to any intel-

actual property which has been created will be resolved in accordance with the provisions of Article I-D.

III - CONFIDENTIAL INFORMATION

In the event that information identified in a timely fashion as confidential is furnished or created under the MOU, during and for a period of five (5) years from the date of expiration of the MOU, each Party shall protect such information in accordance with applicable laws, regulations, and administrative practice. Information shall be identified as confidential information by the the disclosing Party at the time of disclosure (hereafterf <<Information>>). <<Information>> shall nto include information which:

- 1 - is generally known or publicly available from other sources,
- 2 - the owner has previously made the information available without imposing in a timely manner an obligation to keep it confidential.
- 3 - is independently generated by one party without the use of Information of the other Party,
- 4 - or is required to be disclosed by law or court order.

Without prior written consent, neither of the Parties shall disclose any Information provided by the other Party except to appropriate employees. If expressly agreed between the Parties, Information may be disclosed to prime and subcontractors. Such disclosures shall be for use only within the scope of their contracts with the Parties realting to cooperation under the MOU. The Parties shall impose, or shall have imposed an obligation on those receiving such Information to keep it confidential. If one of the Parties becomes aware that, under is laws or regulations, it will be, or may reasonably expected to become, unable to meet the non - disclosure provisions, it shall immediately inform the other Party. The Parties shall thereafter consult regarding an appropriate course of action.
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103年12月1日以前施行之法律，除另有規定外，其施行日期均自中華民國103年12月1日起開始施行。

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