

法規名稱：FRAMEWORK OF AGREEMENT ON SCIENTIFIC COOPERATION BY AND BETWEEN THE NATIONAL SCIENCE COUNCIL AND THE CONSEJO SUPERIOR DE INVESTIGACIONES CIENTIFICAS

簽訂日期：民國 95 年 03 月 01 日

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The National Science Council (hereinafter referred to as NSC) of Taiwan, a governmental agency of the Executive Yuan, represented by its Deputy Minister, Dr. Ching-Jyh Shieh,

and its partner Organisation,

the Consejo Superior de Investigaciones Cientificas (hereinafter referred to as CSIC) of the Kingdom of Spain, an autonomous body attached to the Spanish Ministry of Education and Science, represented by its Vicepresident Dr. Monserrat Torne Escasany, having full legal authority to conclude this Agreement on behalf of CSIC (in accordance with the decision of 2nd June 2005, as published in BOE on June 21st 2005),

WHEREAS, recognising that their mutual cooperation is in the interest of both Contracting Parties, the Contracting Parties wish to enter into a frame agreement with the objective of expanding and furthering their scientific cooperation by means of promoting the exchange of experience and research scientists.

NOW, THEREFORE, in consideration of the above premises the Parties agree hereby as follows:

Article 1. Scope of this Agreement

The objective of this Agreement is to promote and further the cooperation between research scientists and research groups of both partner organisations in those areas of research of most interest to both Contracting Parties.

Article 2. Forms of Scientific Cooperation

The Contracting Parties undertake to support each other in organising and setting scientific events in a bilateral or multilateral context by the following means:

- a) The carrying-out of joint research projects, workshops and/or promotion of networks, in fields of mutual interest, through the provision of certain limited funds.
- b) The exchange of researchers for short periods of time.
- c) Any other initiatives, within the competence of the Parties and in accordance with the objectives set out in this Agreement that the Parties may consider of mutual interest.

Article 3. Implementation of the Forms of Collaboration

The details and work programme for each form of cooperation envisaged in Article 2 of this Agreement shall be decided by the Joint Commission mentioned in Article 4 at its first meeting and shall be annexed to this Agreement. The Joint Commission shall revise this Annex at least every two years. Each revision shall be annexed to this Agreement. This Annex shall contain, among others, the following particulars:

- * The annual exchange quota that may be used by each Party for the exchange of researchers.
- * The financial arrangements for the daily allowance provided in Article 5.
- * The title, description, duration and the financial arrangements of the joint research projects, workshops or networks that have been selected by the Joint Commission, as well as the names of the scientists and scholars from both Parties participating in them.

Article 4. The Joint Commission

A Joint Commission composed of persons nominated by both Parties will be set up preferably within 30 days of the coming into force of this Agreement, or at any time that the Parties may agree. This Commission shall be constituted in such a way that each party shall appoint three members, and shall act as a

permanent body of contact between the Parties. It shall be specifically in charge of establishing the criteria and conditions for implementing the activities envisaged by this Agreement as well as selecting the joint research projects or networks and taking all the necessary steps for the development of the exchange of researchers between the Parties.

The Joint Commission shall establish its own internal rules of procedure. It will meet at least every two years, alternating between Taipei (Taiwan) and Madrid (Spain), or at any time or location that both Parties may agree, or alternatively by exchange of faxes and/or e-mails.

Article 5. Administrative and Financial Terms

For all type of collaborations referenced in Article 2, the Parties shall agree specifically the financial terms to be applied, setting up a total or an annual budget, determined when the Joint Commission, mentioned in article 4, meets or by exchange of mail.

For the exchange of researchers the Parties agree the following administrative and financial terms:

1.The sending Party shall:

- a) Submit to the receiving Party the names of the candidates proposed, either within joint projects or as a free visit, and their host laboratories, at least sixty days before the proposed starting date of the visit. Approval of this proposal by the receiving Party will be communicated to the sending Party at least forty days before the arrival date.
- b) Pay for the international travel cost between the two countries.
- c) Provide its own researchers with the most appropriate insurance for medical assistance.

2.The receiving Party shall:

- a) Pay daily allowances for living and accommodation at the rate fixed by the Joint Commission.
- b) Pay, if required, the cost of research-related domestic

travel within the receiving country.

The daily allowances will be paid to the visitors upon their arrival. They may be adjusted every time the Joint Commission meets, in accordance with the prevailing regulations in each country.

Article 6. Confidentiality, Dissemination and Ownership of Results

Each of the Parties undertakes not to disclose, in any manner whatsoever, without the prior consent of the other Party, any scientific or technical information pertaining to the other Party to which it may have had access in the course of any activity envisaged by this Agreement, for as long as such information is not in the public domain.

The Parties shall agree by mutual consent on the use of the data and results generated during the performance of the joint research projects. Should the Parties decide to publish or disseminate information arising from the joint projects, reference shall always be made to the fact that it has been obtained under this Agreement or under a specific Programme on scientific cooperation signed by the Parties in the context of this Agreement.

Where results jointly generated in the research projects may be patentable, both Parties shall determine the terms and conditions that shall govern joint ownership, including the costs related to the filing of the applications or the maintenance of the patents or any other relevant intellectual property rights. In the said patents all the scientists who participated in the invention shall appear as inventors.

Should one of the Parties not be interested in obtaining registered protection for any of the patentable results, this shall be communicated to the other Party within three months of the achievement of these results. The latter Party will determine whether it desires to protect or use the said results.

Article 7. Employment Relationship

The researchers involved in the organisation of the scientific collaborations foresee in this Agreement shall remain under the direction of and dependent on their Institution of origin. No contractual employment relationship shall therefore be created, nor shall the host Institution be considered in any circumstances a substitute employer.

Article 8. Settlement of Disputes

Any disagreement or dispute that may arise in the execution, interpretation or application of the Agreement shall be resolved by negotiation between the Parties, preferably through the Joint Commission mentioned in Article 4.

Article 9. Duration and Termination

This Agreement shall come into force on the date of its signature by both Parties and shall continue for four years, being automatically renewed for subsequent four years periods, unless terminated by either Party by giving at least six months' prior notice to the other Party. Notwithstanding what is laid down in the preceding sentence, the joint research projects that have been agreed by both Parties under the terms of this Agreement and are being carried out at the time of notice shall be continued until their completion.

This Agreement may be amended by mutual consent of the Parties. Each amendment shall form an integral part of the Agreement and shall be annexed to it.

This Agreement is done and signed in two originals in the English language in Madrid on (date) and in Taipei on (date).

For the NSC

For the CSIC

The Deputy Minister, Dr.

The Vice-President, Dr.

Ching-JyhSHIEH

Monserrat Torne Escasany