

法規名稱：MEMORANDUM OF UNDERSTANDING BETWEEN THE TAIPEI ECONOMIC AND CULTURAL OFFICE, CANADA AND THE CANADIAN TRADE OFFICE IN TAIPEI ON COLLABORATION IN THE FIELDS OF SCIENCE AND TECHNOLOGY

簽訂日期：民國 96 年 11 月 12 日

生效日期：民國 96 年 11 月 12 日

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

Have come to the following understanding:

#### 1. COORDINATING AGENCIES

- (a) CTOT designates the National Research Council (NRC) in Canada to carry out this MOU on its behalf.
- (b) TECO designates the National Science Council (NSC) in Taipei to carry out this MOU on its behalf.
- (c) NRC and NSC are hereinafter referred to jointly as the "Participants".

#### 2. GENERAL PROVISIONS

- (a) The Participants will 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 Participants.
- (b) The co-operative research and development program will be aimed at encouraging the commercialization of research deliverables and, as such, the Participants will encourage industry co-operation or commitment.
- (c) The Participants will accomplish this objective by encouraging and facilitating close and frequent consultation through the Steering Committee whose structure will be determined in joint consultation.

- (d) Nothing in this MOU will be construed to prejudice other understandings for cooperation between the Participants now existing or hereafter entered into.

### 3. APPLICATION OF THIS MOU

- (a) Each Participant will designate a coordinator to carry out the cooperation and activities between the two Participants.
- (b) The Participants will establish a Steering Committee, composed of representatives of the Participants and other agencies as appropriate, to develop and oversee the application of this MOU. This Steering Committee, which will meet at least once a year, will also determine the general fields and specific subjects of research in which collaboration will take place. The Steering Committee will consult in person or in writing whenever necessary to review the activities carried out pursuant to this MOU and to identify new ones that may be carried out for the mutual benefit of both Participants.

### 4. SCOPE

The Scope of cooperative research and development may 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
- Nanosciences and nanotechnology
- Nutrisciences and health.

## 5. FORMS OF RESEARCH COLLABORATION

- (a) The Participants may carry out research collaboration 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);
  - 4) workshops and symposia.
- (b) Other forms of collaboration, in addition to those activities described above, may be determined through consultations of the Steering Committee.

## 6. IMPLEMENTATION OF CO-OPERATIVE RESEARCH PROJECTS (CRPS)

The Participants will develop CRPs consistent with the objectives of this MOU and subject to the operational requirements of both Participants. A full description of each CRP will be drawn up and signed as a legally binding contract. Those contracts will be annexed to this MOU for informational purposes only. That annex, which will not form an integral part of this MOU, may be amended by the Participants.

## 7. FUNDING

Unless otherwise mutually decided in writing, each Participant will bear the costs of participating in cooperative activities.

#### 8. PUBLICATION OF RESEARCH RESULTS AND GENERAL PUBLICITY

- (a) The Participants will make available to one another all scientific and technical information developed through CRPs in accordance with the terms of those CRPs.
- (b) The Participants will mutually determine 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. With the consent of both Participants, results of joint research may be published jointly, or may be published by the Participant in whose facilities the research was conducted. Each Participant will inform the other of its intentions regarding the publication of results, and will abide by accepted scholarly practice concerning co-authorship.

#### 9. RESEARCH FACILITIES

The Participants will make every effort to provide the other Participant's researchers, visiting under this MOU, with appropriate research facilities.

#### 10. APPLICABLE LAWS AND REGULATIONS

- (a) Each Participant will inform its visiting researchers of the necessity to abide by the, rules and regulations of the host Participant and the laws of the host country during their stay.
- (b) Each Participant will inform its visiting researchers of the necessity to give to the host Participant a personal release of liability for injuries.
- (c) In implementing the cooperative activities under this MOU, each Participant will be responsible, in accordance with its national laws, for its own acts and the results thereof and will not be responsible for the acts of the other Participant.

## 11. INTELLECTUAL PROPERTY

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

- 1) inform the other when a license is under negotiation, and provide the other with a final copy of the licence;
  - 2) share the annual revenue from such licences with the other Participant in proportion to its ownership of the invention; and
  - 3) use its best efforts to arrange licences that result in industrial exploitation that is equitably apportioned between the two Participants and that seek exploitation in territories represented by the two before other countries.
- (e) The Participants will decide on a patenting strategy in consultation.
- (f) Immediately upon filing any patent application relating to work performed under a CRP, each Participant will 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 will be clearly labelled as confidential material. Both Participants, 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.

## 12. Confidentiality

- (a) Neither Participant will disclose to third parties any trade secret or confidential information of the other Participant.
- (b) Neither Participant will use any trade secret or confidential information of the other Participant except for the purpose of research co-operation pursuant to this MOU or for the purpose of licensing jointly-owned intellectual property from which revenues will be shared.
- (c) Paragraphs 12 (a) and 12 (b) do not apply to trade secrets or confidential information of a Participant that is made available in the public domain through no fault of the other Participant.



13. Term of this Memorandum of Understanding

- (a) This MOU will come into effect upon signature and will continue in effect for a period of five (5) years thereafter, unless terminated prior to that date by either CTOT or TECO. Either CTOT or TECO may 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 will continue in effect so long as the research results have commercial value or present significant scientific interest. In addition, if this MOU is terminated for whatever cause, the CTOT and TECO will ensure that their Coordinating Agencies continue to provide joint funding for those CRPs already in effect and that all the provisions of this MOU will continue to be in effect until those CRPs are completed.
- (b) This MOU may be extended for a further five (5) year term by mutual decision of CTOT and TECO with the same provisions, including the renewal provision.
- (c) The coming into effect of this MOU will terminate the Memorandum of Understanding between the Canadian Trade Office in Taipei and the Taipei Economic and Cultural Office, Canada signed 2 October 1997 and its Amendment signed 27 September 2001.

SIGNED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2007, in duplicate, in the Chinese, English and French languages, each version being equally valid.

FOR THE TAIPEI ECONOMIC AND  
CULTURAL OFFICE, CANADA

FOR THE CANADIAN TRADE OFFICE  
IN TAIPEI

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WITNESS:

FOR THE NATIONAL SCIENCE  
COUNCIL

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WITNESS:

FOR THE NATIONAL RESEARCH  
COUNCIL

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