

法規名稱：AGREEMENT ON EDUCATIONAL COOPERATION BETWEEN THE TAIPEI ECONOMIC AND CULTURAL OFFICE IN HANOI AND THE VIETNAMESE ECONOMIC AND CULTURAL OFFICE IN TAIPEI

簽訂日期：民國 95 年 12 月 02 日

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The Taipei Economic and Cultural Office in Hanoi and the Vietnamese Economic and Cultural Office in Taipei (hereinafter referred to singularly as "the Party" and collectively as "both Parties") appreciating the importance of education as a factor of economic development as well as a means to enhance friendly relations, and desiring to promote cooperation in the field of education; have agreed as follows:

Article 1

Objective of Agreement

This Agreement is to promote cooperation in the field of education and the advancement of knowledge and intellectual development for the mutual benefit of both Parties.

Article 2

Cooperation activities

For the objectives of this Agreement, designated educational institutions of both Parties shall cooperate in the following areas:

- 1.exchanges of academic staffs, teachers, experts and students for programs that will be of mutual benefit to both Parties. Such exchanges may involve teaching assignments and researches, which may result in joint reports, publications or study visits;
- 2.undertake to provide scholarships for teaching staffs and students at recognized higher education institutions of both

Parties;

- 3.undertake to further develop bilateral programs between institutions of educational excellence in the areas of higher education as well as higher and secondary professional education;
- 4.undertake to facilitate the training of educational administrators and teachers;
- 5.study the possibility of credit transfers and similar programs between recognized institutions of higher learning of both Parties and possibilities for mutual recognition of higher education and secondary professional education qualifications;
- 6.work together to organize educational, scientific and technological exhibitions, seminars and conferences on relevant themes, training courses, meetings and discussions on education.
- 7.facilitate universities, colleges and secondary professional institutions in Taiwan and Vietnam to assist one another in creating opportunities for students to study in educational institutions of the other Party, and to facilitate the teaching staffs from the other Party to carry out educational exchanges, particularly, in IT technology, biology, electronics, telecommunication, business administration, finance, banking, hospitality and tourism management, medical sciences, mechanical engineering, manufacture, agriculture, forestry, fishery, marine and aqua-culture, etc. Annually carry out training courses and expand the subject areas accordingly, depending on the needs, resources and desire of both Parties.
- 8.provide free information, including the possibility of setting up a library in the Taipei Economic and Cultural Office in Hanoi with reading rooms, loan section for books, journals on education, science and technologies, languages and other specialized subjects, as well as the provision of up to date information, magazines, catalogues and other information agreed upon by both Parties.

9.other areas of cooperation as may be mutually determined.

Article 3

Program Arrangements

Details of all exchange programs shall be arranged respectively by both Parties and shall be subject to the approval of both Parties, even though the exchanges of any staffs, students or materials may not necessarily be simultaneously reciprocal.

Article 4

Expenses

The costs of the cooperative activities under this Agreement shall be decided by both Parties and shall be subject to the availability of funds of each Party.

Article 5

Joint Working Group

The Parties shall establish a Joint Working Group to implement this Agreement. The Joint Working Group shall be co-chaired by representatives of Education on behalf of both Parties along with participation of the representatives from other agencies authorized by both Parties. The Joint Working Group shall meet at least once annually to review the Implementation of this Agreement.

Article 6

Compliance with the Law

This Agreement shall be implemented in accordance with the applicable laws, regulations and policies of each Party and international conventions of which each Party is a member.

Article 7

Confidentiality

1. Each Party shall undertake to preserve the confidentiality and privacy of their documents, information and other data received from the other Party during the implementation of this Agreement.
2. In the event of the termination of this Agreement, the parties agree that the provision of this Article shall continue to apply.

Article 8

Intellectual Property Rights

1. The protection of intellectual property rights shall be enforced in conformity with relevant international agreements.
2. The usage of the name, logo or official emblem of either of the Parties on any publications, documents or papers is prohibited without the prior written approval of the other Party.

Article 9

Suspension

Each Party reserves the right, for reasons of security, domestic laws, public order or health, to suspend temporarily, either in

whole or in part, the implementation of this Agreement. The Party which initiates the suspension shall immediately give a written notification of suspension to the other Party indicating the time when the suspension will be effective.

Article 10

Revision or Amendment

Either Party may request in writing a revision of or an amendment to this Agreement. Any revisions or amendments agreed upon by both Parties shall be expressed in writing and shall form parts of this Agreement. Such revisions or amendments shall enter into force on the date determined by both Parties.

Article 11

Settlement of Disputes

Any differences or disputes arising out of the interpretation or application of any provisions of this Agreement shall be settled amicably by consultation or negotiation between the Parties without reference to any third Party or international tribunal.

Article 12

Entry into Force, Duration and Termination

1.This Agreement shall enter into force upon the date of its signing. It shall remain effective for a period of 5years, unless either Party notifies the other in writing, of its intention to terminate this Agreement,at least 6 months prior to the intended date of termination.

2.Unless notice of termination is provided by either Party as

stipulated in Item 1 of this Article, this Agreement shall be automatically extended for a successive period of 5 years, with each Party reserving the right to terminate the Agreement upon prior written notice of at least 6 months.

3.The termination of this Agreement shall be without prejudice to the implementation of programs and projects carried out prior to the data of its termination.

In witness whereof, the undersigned being duly authorized thereto by their Respective authorities have signed this Agreement.

Done in Taichung, Taiwan, on the 2th day of December of the year two thousand and six, in two duplicates in the Vietnamese, Chinese and English languages, each text being equally authentic. In the event of any discrepancy the English text shall prevail.

On behalf of

The Taipei Economic and Cultural
Office in Hanoi

On behalf of

The Vietnamese Economic and
Cultural Office in Taipei
