

法規名稱：(終)MEMORANDUM OF UNDERSTANDING FOR COOPERATION ON INDIGENOUS AFFAIRS BETWEEN THE COUNCIL OF INDIGENOUS PEOPLES, EXECUTIVE YUAN AND THE CANADIAN TRADE OFFICE IN TAIPEI

簽訂日期：民國 97 年 10 月 29 日

The Council of Indigenous Peoples, Executive Yuan and the Canadian Trade Office in Taipei, hereinafter referred to as the “Participants,”

WISHING to promote mutually beneficial exchanges in areas of policy development, academic study, cultural expression and other related fields; and

DESIRING to enhance the dignity and rights of Indigenous peoples within the respective territories through mutual cooperation on a reciprocal basis; Have reached the following understanding :

1. Purpose

The Participants believe that bilateral cooperation is an effective way to elevate and enhance the dignity and rights of Indigenous peoples. The Participants will seek to increase the well-being of Indigenous peoples through joint efforts and cooperation.

2. Coordination and Implementation

- (a) Each Participant will designate a representative for the implementation, coordination and liaison related to this Memorandum of Understanding (MOU) (hereinafter referred to as the “Representatives”).
- (b) The Participants intend for the Representatives to develop an annual cooperation plan and meet at least once a year to formulate an action plan and to discuss revisions, if any, to this MOU.
- (c) The Participants intend to ask Department of Indian Affairs and Northern Development to contribute to the formulation of the annual cooperation plan, on a consultative basis, and to provide non-financial support to the objectives of the MOU.

3. Scope of Cooperation

The Participants will exchange experiences relating to Indigenous affairs. The following will be the focus of cooperation :

- (a) To encourage the holding of academic seminars on a regular basis, inviting scholars and experts from the Participants’ respective territories for wide-ranging discussions in areas including but not restricted to Indigenous peoples’ rights, education, culture, economic development, land, employment and social policy;
- (b) To encourage the exchange of scholars and experts in the field of Indigenous affairs for the purpose of lecturing or

- researching at each other' s universities, and, in cooperation with relevant educational and government authorities, to encourage the exchange of students for study at each other' s schools of equivalent level;
- (c) To promote and facilitate the exchange of information on Indigenous issues;
 - (d) To share experience in the production and marketing of Indigenous peoples' handicrafts and to encourage the exhibition and sale of cultural objects;
 - (e) To encourage the exchange of visits of groups, tribes or individuals to attend Indigenous folklore celebrations/festivals or other activities;
 - (f) To share policies and measures relating to economic development, and to establish mechanisms for the exchange of technical expertise;
 - (g) To exchange experiences of environmental stewardship, especially regarding traditional Indigenous practises; and
 - (h) To promote athletic exchanges, and exchanges of experiences among Indigenous athletes;

4. Funding

- (a) Funding or any exchanges contemplated under this MOU will be arranged by the Participants on a case-by-case basis.
- (b) Each Participant will identify funds needed for any proposed exchange. In locating funds, each Participant will contact all appropriate domestic groups, organizations and agencies to support proposed exchanges.

5. Application

The Participants will apply the annual cooperation plan referred to in Paragraph 2 in a spirit of goodwill that promotes the well-being of Indigenous peoples and enhances the substantive relationship between the Participants.

6. General Provisions

- (a) This MOU will become effective upon signature by both Participants and will remain in effect for a period of ten(10)years.
- (b) Either Participant may terminate this MOU at any time upon six (6) months written notice to the other Participant. The termination of this MOU will not affect the validity or duration of activities jointly decided upon hereunder and initiated prior to such termination, unless the Participants decide otherwise.

Signed in duplicate at Taipei, this 29th day of October, 2008 in the Chinese, English and French languages, all texts being equally valid.

FOR THE COUNCIL
OF INDIGENOUS
PEOPLES, EXECUTIVE
YUAN
CHANG JEN-HSIANG
MINISTER

FOR THE CANADIAN
TRADE OFFICE IN
TAIPEI

RON MACINTOSH
EXECUTIVE
DIRECTOR