

法規名稱：(終)MEMORANDUM OF UNDERSTANDING ON EDUCATION BETWEEN THE TAIPEI ECONOMIC AND CULTURAL OFFICE, HANOI, VIETNAM AND THE VIETNAMESE ECONOMIC AND CULTURAL OFFICE, TAIPEI, TAIWAN

簽訂日期：民國 97 年 10 月 15 日

In accordance with Clause 2 and Clause 7 of Article Two of the "Agreement on Educational Cooperation" signed by the Taipei Economic and Cultural Office, Hanoi, Vietnam (hereinafter referred to as Party A) and the Vietnamese Economic and Cultural Office in Taipei (hereinafter referred to as Party B) on December 2nd of 2006 in Taiwan, both parties (hereinafter referred to as "the Parties") agree to enter into a Memorandum of Understanding (MOU) on Education in order to contribute positively to the strengthening of education and learning-related linkages between Vietnam and Taiwan.

The Parties have reached the following understanding:

Article 1. Purposes

To maintain and enhance bilateral cooperation in educational matters and to promote mutual understanding, and the pursuit of common benefits and collaborative development in that sector, the Parties will actively implement a program for sending 500 university instructors as scholarship students from Vietnam (hereinafter referred to as "the scholarship students") to pursue doctoral degrees at selected universities in Taiwan between the years 2008 and 2020. To bring this purpose into effect, the Parties shall develop a Work Plan collaboratively.

Article 2. Responsibilities

Party A will:

- (1) Assist the Vietnamese scholarship students chosen by Party B to study at selected universities in Taiwan for doctoral degree programs of specified disciplines.
- (2) Select top universities in Taiwan to host these doctoral programs for the Vietnamese scholarship students.
- (3) Establish a "Vietnamese Elite Study in Taiwan" online portal to provide information of the selected universities for the Vietnamese applicants to access the information regarding curriculum, application, and admission.
- (4) Assist the admitted Vietnamese scholarship students on the application of appropriate visas to study in Taiwan. '
- (5) Provide, when appropriate, the Vietnamese scholarship students with necessary training in the Chinese language in Vietnam or in Taiwan.
- (6) Provide financial support for tuition fee for up to 50

Vietnamese scholarship students per year to study in Taiwan for up to four years.

Party B will:

- (1) Select and send 500 scholarship students from colleges and universities in Vietnam to Taiwan to pursue doctoral degrees from year 2008 to 2020. The selection and sending operation shall meet the calendar system and requirements of the universities in Taiwan.
- (2) Select scholarship students from Vietnam with minimum English language command of international TOEFL PBT 550 or equivalent when applying for programs instructed in English; or with minimum Chinese language command of Test of Proficiency-Huayu (TOP) Level 4 certificate when applying for programs instructed in Chinese..
- (3) Request Party A for Chinese language training provision for the scholarship students in Vietnam or in Taiwan.
- (4) Select scholarship students to study in Taiwan in the disciplines of Finance, Management, Information Technology, Engineering, Electronics, Medicines, Biotechnology, Telecommunication, Agriculture, and other areas.
- (5) Be responsible for the arrangement of the scholarship students' airfare, university fees [when applicable], and living expenditures.

Article 3. Coordination and Implementation

(1) Coordinating Officials

Each party will name an official as coordinator responsible for the fulfillment of this MOU.

(2) Working Group

A Working Group will be formed by the Parties to develop and oversee a Work Plan to implement this MOU. This Working Group will be co-chaired by the Implementing Officials or their designates, and may involve participation of other agencies as appropriate. The Working Group thus formed will meet at least once a year in Vietnam and in Taiwan alternatively.

(3) Work Plan

An annual Work Plan will be developed based on proposals submitted to the Working Group. The nature and priority of specific cooperation areas, the types of activities, and the development of the annual Work Plan to be implemented under this MOU will be determined by the Working Group on behalf of the Parties.

(4) Participation of other organizations

The Parties will promote," as appropriate, facilitate and encourage the development of direct cooperation between educational institutions, scientific research centers, and other organizations such as relevant industries and

businesses.

Article 4. Costs of Operation

Unless otherwise agreed between the Parties, each party participating in these cooperative activities and initiatives will be responsible for all costs of its participation at the Working Group and other joint meetings.

Article 5. Liability

In implementing the cooperative activities under the MOD, each Party will be responsible for its own acts and the results thereof, and will not be responsible for the acts of the other Party and results thereof.

Article 6. Intellectual Property Rights

The MOU does not affect intellectual property rights of the Parties. In proposed cooperative activities, where it is foreseeable that questions related to intellectual property rights might arise, the Parties, in accordance with their national laws, will agree in advance as to the effective protection and allocation of those intellectual property rights.

Article 7. Final Provisions

The MOU shall come into force on the date of the last signature of the Parties and shall remain in effect for a period of 12 years. This MOU may be extended or amended with the written consent of both Parties.

This MOU may be terminated by either Party at any time, upon 6 month written notice being given to the other Party. The termination of this MOU shall not affect the validity or duration of activities agreed upon herein and initiated prior to such termination, unless the Parties otherwise agree.

Done in duplicate in the Chinese, Vietnamese, and English languages, all texts being equally value. In case of disagreement in interpretation, the English copy shall be used as a reference.

In witness, hereof, the undersigned, being duly authorized by their respective Ministries, have signed this Memorandum of Understanding.

On Behalf of The Taipei
Economic and Cultural
Office Hanoi, Vietnam

On Behalf of Vietnamese
Economic and Cultural
Office Taipei, Taiwan

Benjamin Liang

Date: Sep. 15, 2008

Place: Hanoi

Nguyen Ba Cu

Date: Oct. 15, 2009

Place: Taipei