

法規名稱：COMMONWEALTH OF MEMORANDUM OF UNDERSTANDING BETWEEN THE TAIPEI ECONOMIC AND CULTURAL OFFICE IN AUSTRALIA (TECO) AND THE AUSTRALIAN OFFICE, TAIPEI (AO) ON COOPERATION ON SCIENCE AND RESEARCH

簽訂日期：民國 101 年 06 月 20 日

生效日期：民國 101 年 06 月 20 日

1. This Memorandum of Understanding reflects the shared understandings of the Parties on promoting collaboration on science and research.
2. This Memorandum of Understanding replaces the existing bilateral Memorandum of Understanding on Scientific Cooperation signed on 10 September 2000.

Interpretation

3. TECO and AO are hereinafter referred to as the “ Parties ” or individually as the “ Party ” .
4. Memorandum of Understanding will be hereinafter referred to as “ MoU ” .
5. “ Cooperative Activities ” refer to the activities carried out pursuant to paragraph 11 of this MOU.

Implementing Authorities

6. This MoU will be implemented:
 - (a) on behalf of TECO by the National Science Council in Taiwan.
 - (b) on behalf of AO by the Department of Industry, Innovation, Science, Research and Tertiary Education (DIISRTE) in Australia, and Objectives of Cooperation
7. The principal objective of this MoU is to promote cooperation in science and research
8. Within the framework of their respective functions and duties under the laws and regulations of Taiwan and Australia, and in the spirit of cooperation, the Parties will facilitate the exchange of researchers, encourage direct links between research institutions, and promote dialogue and joint initiatives on science and technology issues of mutual interest.
9. The exchanges will generally be short-term in duration and

will last up to twenty four months, but may be extended subject to the approval of the Parties.

Areas of Cooperation

10. The Implementing Authorities will determine the Cooperative Activities under this MoU in consultation with each other.
11. The Parties will encourage and support interaction between researchers through a wide range of short-term exchanges of personnel, including but not limited to, academic exchanges, science and technical exchanges, training programs, graduate study programs and postgraduate exchanges.

Mutual Assistance

12. The Cooperative Activities are subject to the availability of funds and resources, and to the applicable laws and regulations, policies and programs of Taiwan and Australia.

Information Exchange and Confidentiality

13. The Implementing Authorities will endeavour to exchange relevant information about Cooperative Activities implemented through this MoU.
14. Any information exchanged under this MoU and identified by either Party as confidential will be used only by the Parties and Implementing Authorities, and solely for the purposes of this MoU. Neither Party will publish, copy or distribute any information provided in confidence by the other Party. Such information will be kept confidential and protected in line with confidentiality obligations under the applicable laws and regulations of Taiwan and Australia.

Intellectual Property Rights

15. The Implementing Authorities mutually recognise the importance of intellectual property rights (IPRs) in the works applied and created in the context of Cooperative Activities conducted under this MoU.
16. Ownership of IPRs will be determined on the basis of inventive contributions and rewards for the exploitation of the same will be determined on the basis of respective overall contribution and equitable interests. The meaning of



intellectual property rights for the purposes of this MoU is as defined in Article 2 of the World Intellectual Property Organisation Convention (Stockholm, 14 July 1967) as amended.

Resolution of Difficulties

17. Both Parties will consult, upon request of either Party, regarding any matter related to the terms of this MoU, and will endeavour jointly to resolve any difficulties or misunderstandings that may arise. Any disputes arising from the interpretation or implementation of this MoU will be settled amicably through consultations between the Parties.

Variation

18. This MoU may be amended by the mutual written decision of both Parties.

Entry into Effect and Termination

19. This MoU will come into effect on the date of signing. It will remain in effect until terminated by either Party giving six (6) months' written notice to the other Party.
20. Termination of this MoU will not affect the completion of any existing activities, projects or other co-operation already agreed by the Parties under this MoU. IN WITNESS WHEREOF the undersigned, being duly authorized thereto, have signed this Memorandum of Understanding.

Signed at Canberra, Australia on 20 June 2012 in duplicate in the English language.

Taipei Economic and
Cultural Office in
Australia Representative

Australian Office, Taipei
Representative

Ms. Katharine
Hsiao-Yueh Chang

Mr. Kevin Magee