

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

簽訂日期：民國 102 年 09 月 11 日

生效日期：民國 102 年 09 月 11 日

The Taipei Economic and Cultural Office in Thailand and the Thailand Trade and Economic Office in Taipei (hereinafter referred to as “ the Parties ”);

DESIRING to strengthen and broaden academic cooperation and mutual collaboration in the area of higher education and research in their respective territories, on the principle of equality and mutual benefit;

CONVINCED that strengthening of cooperation in the area of higher education and research will contribute to human resources development and better mutual understanding between the Parties;

RECOGNIZING the importance of higher education and research in national development;

Have agreed as follows:

Article 1

General Objectives

The objective of this Agreement is to provide the framework of cooperation in higher education, research and training between the Parties on the basis of reciprocity and mutual benefit. Cooperative activities under this Agreement will be subject to the laws and regulations of their respective territories.

Article 2

Cooperation Activities

Regarding the objectives of this Agreement, the Parties ' designated institutions of higher education shall cooperate in

the following areas:

1. Exchange of academic staff, lecturers, experts, researchers, administrators, and students for undergraduate and postgraduate study programs which will be of mutual benefit to the Parties. Such exchanges may involve teaching assignments and researches, which may result in joint reports, publications or study visit;
2. Provision of scholarships for teaching staffs and students at the Parties' recognized institutions of higher education;
3. Encouragement of joint delivery of undergraduate and postgraduate “ sandwich ” programs between the Parties institutions of higher education in their areas of excellence;
4. Facilitation of training of educational administrators and academic staffs;
5. Exploration of credit transfer mechanisms between the Parties' recognized institutions of higher education and mutual recognition of higher education degrees and qualifications between the Parties;
6. Cooperation in the areas of Work-integrated Learning, Work-based Learning and Co-operative Education;
7. Cooperation in organizing educational exhibitions, academic seminars and conferences on themes of mutual interest, training courses, meetings/ symposia/discussions on education;
8. Other areas of cooperation as may be mutually determined by the Parties.

Article 3

Funding

As a general principle, the costs of cooperative activities undertaken under this Agreement should be funded on a reciprocal basis. The Parties may, however, mutually determine alternative arrangements for the sharing of costs with specific consideration to be given to the availability of funds.

Article 4

Implementation and Consultation

The Parties shall establish a Joint Working Group to implement this Agreement. The Joint Working Group shall be co-chaired by the representatives of education on behalf of the Parties, along with participant consisting of representatives from relevant agencies authorized by the Parties. The Joint Working Group shall meet alternately in their respective territories once a year or as the Parties may otherwise mutually determined, to review the implementation of this Agreement.

Article 5

Confidentiality

1. The Parties shall observe the confidentiality and privacy of any documents, information or data obtained during the implementation of this Agreement to an outside party and shall obtain prior written consent from the other party before making any disclosure.
2. In the event of the termination of this Agreement, the provision of this Article shall continue to apply.

Article 6

Intellectual Property Rights

1. The Parties shall take all necessary measures to protect intellectual property rights arising out of the collaborative activities in accordance with laws and regulations in their respective territories. The treatment of any intellectual property which may arise out of this Agreement shall be subject to their respective laws and regulations.
2. The usage of the name, logo or official emblem of either Party on any publications, documents or papers is prohibited without the prior written approval of the other Party.

Article 7

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 intended date of suspension.

Article 8

Revision or Amendment

This Agreement may be reviewed or amended at any time by mutual written consent of the Parties. Any revision or amendment shall form an integral part of this Agreement and shall come into effect on the date determined by the Parties.

Article 9

Settlement of Disputes

Any disputes or differences arising out of the interpretation and/or implementation of this Agreement shall be settled amicably through consultation or negotiation between the Parties.

Article 10

Entry into Force, Duration and Termination

1. This Agreement shall enter into force upon the date of its signing.
2. This Agreement shall remain effective for a period of five years and shall be automatically renewed for one year each time unless either Party notifies in writing of its intention to terminate this Agreement to the other Party six months prior to the expiration of this Agreement.
3. The termination of this Agreement shall not affect the implementation of on-going arrangements, programs, collaborative activities or projects, unless the Parties decide otherwise.



IN WITNESS WHEREOF, the undersigned being duly authorized thereto by their respective authorities have signed this Agreement.

Done in duplicate at Taipei, on the eleventh day of September in the year two thousand and thirteen in the Chinese, Thai and English languages, all texts being equally authentic. In case of divergence of interpretation of this agreement, the English text shall prevail.

For The Taipei Economic
and Cultural Office in
Thailand

CHEN-MING-ZHENG

For The Thailand Trade
and Economic
Office in Taipei

Kriangsak Kittichaisaree