

法規名稱：CO-OPERATION AGREEMENT BETWEEN THE NATIONAL SCIENCE COUNCIL OF TAIWAN AND THE EUROPEAN MOLECULAR BIOLOGY CONFERENCE AND THE EUROPEAN MOLECULAR BIOLOGY ORGANIZATION

簽訂日期：民國 101 年 11 月 26 日

生效日期：民國 101 年 11 月 26 日

Preamble

The National Science Council (NSC) of Taiwan (“ NSC of Taiwan ”) and the European Molecular Biology Conference (“ EMBC ”) and the European Molecular Biology Organization (“ EMBO ”); (NSC of Taiwan, EMBC and EMBO hereinafter also referred to singularly as the “ Party ” and collectively as the “ Parties ”);

NOTING that NSC of Taiwan has expressed an interest in strengthening links with European molecular biology research through its interactions with the EMBC and the EMBO;

RECALLING that the EMBC was founded by its Member States as an intergovernmental organization to provide for co-operation among European States for fundamental research in molecular biology as well as in other areas of research closely related thereto and that the EMBC Agreement makes provision for co-operation with external organizations and non-Member States;

FURTHER RECALLING that the execution of the General Programme of the EMBC is entrusted to the EMBO and that the purpose of the EMBO is to promote and encourage the development of molecular biology within Europe and beyond;

RECOGNISING the benefits for both NSC of Taiwan and Europe arising from such co-operation;

HEREBY AGREE as follows:

ARTICLE 1

SCOPE

1. The scope of the co-operation between NSC of Taiwan and EMBC / EMBO shall include the specific actions identified in Annex 1 to this Agreement.
2. The Parties may mutually agree in writing to extend the scope of co-operation beyond the actions identified in Annex 1 within the limits of the EMBC General Programme and the activities of the EMBO.

ARTICLE 2

FINANCIAL ARRANGEMENTS

1. NSC of Taiwan will contribute for the actions identified in Annex 1 to this Agreement by such payments as set out in Annex 1 to this Agreement.
2. The EMBO will issue annually a financial call-up letter to NSC of Taiwan according to the provisions of Annex 1 to this Agreement and NSC of Taiwan will arrange for the payment to the EMBO.
3. The financial arrangements for delivery of co-operative actions beyond the scope of Annex 1 to this Agreement shall be agreed by the Parties in writing on a case-by-case basis.
4. NSC of Taiwan shall not be requested to make any additional financial contributions to the EMBC / EMBO budgets.

ARTICLE 3

COMPETENT AUTHORITIES

The competent authorities for implementation and execution of this Agreement shall be:

1. For the EMBC and the EMBO: The European Molecular Biology Organization with its address at Meyerhofstrasse 1, 69117 Heidelberg, Germany;
2. For the National Science Council (NSC) of Taiwan: The Academia Sinica with its address at 128 Academia Road, Section 2, Nankang, Taipei 115, Taiwan.

ARTICLE 4

CONSULTATIONS

The Parties may agree from time to time to have consultations to analyze the implementation and execution of this Agreement and to consider further areas of co-operation. The format and time of such consultations will be arranged between the Parties as appropriate.

ARTICLE 5

DISPUTE RESOLUTION

Any dispute between the Parties arising out of the interpretation or execution of this Agreement shall be settled amicably through consultation or negotiation between the Parties.

ARTICLE 6

AMENDMENT

1. This Agreement and its Annex 1 constitute the entire Agreement between the Parties on their co-operation.
2. Any amendment to or modification of this Agreements need to be in writing and to be duly signed by the Parties.

ARTICLE 7

ENTRY INTO FORCE, DURATION AND TERMINATION

1. This Agreement shall enter into force on the date of the last signature.
2. This Agreement shall remain in force for a period of three (3) years commencing at the end of the calendar month following the date of entry into force according to sub-Article 7.1 whereafter it shall automatically be renewed for successive one (1) year periods unless it has been terminated in terms of sub-Article 7.3.
3. This Agreement may be terminated by either Party giving six (6) months written notice in advance to the other Party.

4. Any termination in terms of sub-Article 7.3 must be in writing and addressed to the EMBO if terminated by NSC of Taiwan or addressed to the Academia Sinica if terminated by the EMBC/EMBO.
5. Termination shall not affect co-operative projects undertaken prior to termination, which shall continue with full force and effect until their completion, unless otherwise agreed by the Parties in writing.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto, have signed this Agreement.

Done in duplicate in the English language.

FOR AND ON BEHALF OF THE GOVERNMENT OF TAIWAN

Prof. Cyrus C. Y. Chu

Minister of National Science Council

Done Taipei at on this 6th day of NOV 2012

Prof. Chi-Huey Wong

President Academia Sinica

Done Taipei at on this 8th day of NOV 2012

FOR AND ON BEHALF OF THE EUROPEAN MOLECULAR BIOLOGY CONFERENCE

Prof. Toivo Maimets

President EMBC

Done Hamburg at on this 25th day of NOV 2012

FOR AND ON BEHALF OF THE EUROPEAN MOLECULAR BIOLOGY ORGANIZATION

Prof. Maria Leptin

Director EMBO

Done Hamburg at on this 14th day of NOV 2012

Prof. Ari Helenius

Chairperson EMBO Council

Done Hamburg at on this 26th day of NOV 2012