

法規名稱：MEMORANDUM OF UNDERSTANDING BETWEEN ENERGY COMMISSION, TAIPEI AND DANISH ENERGY AGENCY, COPENHAGEN ON CO-OPERATION WITHIN THE FIELD OF ENERGY

簽訂日期：民國 89 年 11 月 13 日

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Considering the mutual benefit and the endeavour to protect world-wide environment, Danish Energy Agency in Copenhagen and the Energy Commission in Taipei, hereafter referred to as the Parties, provide a framework for technical co-operation between the Parties on the basis of equality and reciprocity. The Parties have agreed upon the following:

ARTICLE I-SCOPE

- A.The scope of co-operation under this Memorandum of Understanding shall be conducted in the areas of energy planning and management, energy efficiency and energy conservation, renewable energy, technology for cleaner energy, enhancement of energy-related commerce, and such other areas as the Parties may agree upon.
- B.Under this Memorandum of Understanding, Danish Energy Agency and the Energy Commission conduct this co-operation. The Parties and their designated representatives shall seek to involve relevant organisations, energy agencies, research institutes, and industrial companies in enhancing the co-operation.

ARTICLE II-ACTIVITIES OF CO-OPERATION

Both Parties will endeavour to encourage, promote, and facilitate co-operation between interested enterprises, institutions, associations, and organisations. Activities of co-operation may include, but are not limited to, the following:

- A.Exchange of information;
- B.Exchange of administration experience;
- C.Conduct of joint research projects;
- D.Exchange of scientific and technical personnel for participation in agreed research, development, analysis, design, and experimental activities;
- E.Organisation of seminars and other meetings on agreed topics;
- F.Training participants;
- G.Other forms of co-operation in the area of energy and energy related fields as may be mutually agreed upon.

ARTICLE III-IMPLEMENTING ARRANGEMENTS

- A.When the designated representatives, under the authorisation of the Parties, agree to undertake any form of activities of co-operation under this Memorandum of Understanding, they will conclude an Implementing Arrangement, which shall be annexed

to the terms of this Memorandum of Understanding.

- B. Each Implementing Arrangement shall specify the scope of activities, management responsibilities, specific funding arrangements, cost and schedule estimates, procedures to be followed, treatment of intellectual property, liability, and other appropriate matters.
- C. All co-operation activities undertaken pursuant to specific Implementing Arrangements under this Memorandum of Understanding shall be subject to the respective and applicable laws, regulations, policies, availability of appropriated funding, and administrative procedures that govern the Parties and their designated representatives.
- D. Each designated representative shall designate a programme coordinator to be responsible under its auspices for the overall co-ordination of Implementing Arrangements.

ARTICLE IV-MUTUAL ASSISTANCE

In accordance with this Memorandum of Understanding each Party shall give persons sent out by the other Party such assistance as they may need when abroad for the purpose of fulfilling the tasks assigned to them.

ARTICLE V-CONFIDENTIALITY AND INTELLECTUAL PROPERTY

- A. Any information designated by either Party as confidential shall be treated by the other Party as such, unless it is compelled to disclose by law, in which case it shall so notify the other Party beforehand.
- B. Otherwise, the Parties and their designated representatives support the widest possible dissemination of information provided, exchanged, or arising under this Memorandum of Understanding subject to the need to protect proprietary information, inventions, copyrights, and other intellectual property.
- C. Details concerning the protection and allocation of intellectual property and the dissemination of information will be specified in each Implementing Arrangement under this Memorandum of Understanding.

ARTICLE VI-EFFECTIVE DATE

All further negotiations required for the implementation of this Memorandum of Understanding will be conducted by the Parties. This Memorandum of Understanding will become effective on the date of signature.

ARTICLE VII-AMENDMENTS

This Memorandum of Understanding and its Implementing Arrangements may be amended by the mutual written agreement of the Parties.

ARTICLE VIII-TERMINATION

- A. Either Party may terminate this Memorandum of Understanding at any time by notification to the other Party in writing six months in advance of the desired termination date.
- B. Termination of this Memorandum of Understanding shall not affect the validity or duration of activities agreed upon pursuant to this Memorandum of Understanding and initiated prior to such termination.

In witness whereof, the undersigned, duly authorised by their representative Parties, have signed this Memorandum of Understanding in English language only.

Done in Taipei, on the thirteenth day of November in the year two thousand.

For Energy Commission, in
Taipei

Mr. Chao-Yih Chen,
Secretary General

For Danish Energy Agency, in
Copenhagen

Mr. Ole C. Tarp,
Deputy Director General