

法規名稱：AGREEMENT BETWEEN THE TAIPEI ECONOMIC AND CULTURAL OFFICE IN TEL AVIV AND THE ISRAEL ECONOMIC AND CULTURAL OFFICE IN TAIPEI ON BILATERAL COOPERATION IN INDUSTRIAL RESEARCH AND DEVELOPMENT

簽訂日期：民國 104 年 04 月 20 日

生效日期：民國 104 年 11 月 11 日

The Taipei Economic and Cultural Office in Tel Aviv (hereinafter referred to as "TECO") and the Israel Economic and Cultural Office in Taipei (hereinafter referred to as "ISECO"), hereinafter referred to as the "Parties";

DESIRING to develop and strengthen economic, industrial, technological and commercial cooperation between Taiwan and Israel;

RECOGNIZING that the challenges of stimulating innovation and economic growth are of mutual concern to both Parties;

CONSIDERING the mutual interest in making progress in the fields of industrial research and development (hereinafter referred to as "R&D") and the resulting advantages for both Parties;

DESIRING to enhance their industrial competitiveness through cooperation in Industrial R&D and to develop and strengthen economic and commercial cooperation between them;

RESOLVING to undertake a sustained effort to promote, facilitate and support joint Industrial R&D projects, between businesses, corporations or entities (hereinafter referred to as "Entity" or "Entities") from Taiwan and from Israel; the Parties will focus, but not limit, the Industrial R&D cooperation projects supported by virtue of this Agreement to early stage Industrial R&D cooperation between Entities from Taiwan and from Israel.

Have reached the following Agreement:

Article I

Scope

1. The Parties determine that the objectives of this Agreement are:
 - (a) To promote the activities of their respective Industrial sectors to intensify bilateral Industrial R&D cooperation;
 - (b) To facilitate the identification of specific projects, partnerships or collaborations between Entities from Taiwan and from Israel that could lead to Industrial R&D cooperation;
 - (c) To coordinate and focus suitable government resources and programs to support Industrial cooperation and commercial exploitation of Industrial R&D project results; and
 - (d) To give expression to the initiative by establishing a framework for financial support under which the Parties shall support jointly approved Industrial R&D cooperation projects between Entities from Taiwan and Israel leading to commercialization in the global market.
2. The implementation of this Agreement and any activity hereunder shall be in accordance with the respective applicable laws, regulations, rules, procedures and mechanisms of each Party.

Article II

Definition

For the purpose of this Agreement, Industrial R&D means, inter alia, research, development and demonstration activities intended to develop new products or processes to be commercialized in the global market.

Article III

Cooperating Authorities

1. The Department of Industrial Technology of the Ministry of Economic Affairs (MOEA) of Taiwan (hereinafter referred to

- as “ DoIT ”) on behalf of TECO and the Office of the Chief Scientist of The Ministry of Economy of Israel (hereinafter referred to as “ OCS ”), on behalf of ISECO shall respectively be the Cooperating Authorities for implementing this Agreement. They shall be responsible for their respective costs in promoting and administering the objectives of this Agreement such as traveling expenses, organization of seminars and publications.
2. A Joint Committee will be established. The Joint Committee shall monitor the implementation of this Agreement and shall consist of 3 representatives nominated by the DoIT and 3 representatives nominated by the OCS. The Joint Committee will meet alternately, unless otherwise agreed, in Jerusalem or in Taipei on mutually convenient dates. All decisions of the Joint Committee shall be reached unanimously. The working language of the Joint Committee shall be English.

Article IV

Industrial R&D Projects

1. The Parties within their competence and according to their applicable internal laws, regulations, rules, procedures and mechanisms shall facilitate, support and encourage cooperation projects in Industrial R&D undertaken by Entities from Taiwan and from Israel, for joint development and subsequent joint management and marketing of products or processes based on new innovative technologies to be commercialized in the global market (hereinafter referred to as the "Project" or "Projects").
2. Each partner to a Project will be subject to the applicable internal laws, regulations, rules, procedures and mechanisms with respect to assistance and funding of Industrial R&D provided by each Party, including the level of support and the terms and conditions under which that support may be provided, and if applicable, the obligation to pay royalties.
3. The facilitation and stimulation of the cooperation Projects,

may comprise, inter alia, the following forms and methods:

- (a) Organization of meetings for Entities from Taiwan and from Israel to jointly assess cooperation opportunities;
- (b) Performance of any other activities to promote possibilities for cooperation between Entities from Taiwan and from Israel.

Article V

Fair and Equitable Treatment

Subject to their applicable internal laws, regulations, rules, procedures and mechanisms, each Party shall accord fair and equitable treatment to individuals and Entities of the other Party engaged in the pursuit of activities under this Agreement.

Article VI

Disclosure of information

1. Each Party commits itself, subject to its applicable internal laws, regulations, rules, procedures and mechanisms, not to transmit, without written approval of the other Party, information concerning the results obtained from the Projects for Industrial R&D covered under this Agreement (hereinafter referred to as “ Confidential Information ”) to a third person, organization, or to any other country or state.
2. Each Party shall notify the other immediately upon any requirement arising under which it might be compelled by its applicable internal laws, regulations, rules, procedures and mechanisms to disclose Confidential Information.
3. The Party required to disclose Confidential Information shall in any event use its best endeavors to ensure that the person obtaining disclosure of the Confidential Information in these circumstances protects the confidentiality at all times and observes the terms of this Agreement.

Article VII

Intellectual Property Rights (IPR)

1. The partners to Projects supported under this Agreement shall be required to submit to the Parties evidence of contractual arrangements between them relating to the performance of the Project; commercialization of the Project's results; royalties and intellectual property rights, and in particular:
 - (a) The ownership and use of know-how and intellectual property owned by the partners to the Project prior to the Project.
 - (b) Arrangements for the ownership and use of know-how and intellectual property to be created in the course of the Project.
2. Notwithstanding the provisions of paragraph 1 above, it shall be the responsibility of the partners to Projects supported under this Agreement to safeguard their own interests.
3. Scientific and technological information of a non-proprietary nature arising from the cooperative activities under this Agreement may be made available to the public through customary channels.

Article VIII

Final Provisions

1. This Agreement will enter into force upon the date of the receipt of the later notification in which the Parties notify each other of the completion of their internal legal procedures required for the entry into force of this Agreement.
2. The Parties may amend this Agreement, in writing, by mutual consent. Any such amendment shall enter into force in accordance with the procedure set forth in paragraph 1 of this Article.
3. This Agreement shall remain in force for a period of two years and shall be automatically extended for further periods of 2 years each.
4. Either Party may terminate this Agreement at any time by written notification to the other Party. The Agreement shall



cease to be in force six (6) months after the date of such notification.

5. The amendment or termination of this Agreement shall not affect the validity of arrangements and contracts already concluded.
6. Any dispute between the Parties arising from this Agreement shall be resolved by mutual consultations.

Done in duplicate at Taipei, on the 20th day of April, 2015 in the English language.

On behalf of
The Taipei Economic
and Cultural Office in
Tel Aviv

On behalf of
The Israel Economic
and Cultural Office in
Taipei

Yun-sheng Chi,
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