

法規名稱：MEMORANDUM OF UNDERSTANDING FOR COOPERATION IN THE FIELDS OF COMMUNICATIONS AND INFORMATION TECHNOLOGIES BETWEEN THE MINISTRY OF TRANSPORTATION AND COMMUNICATIONS IN TAIPEI AND THE CANADIAN TRADE OFFICE IN TAIPEI (AD.1997.01.21)

簽訂日期：民國 86 年 01 月 21 日

生效日期：民國 86 年 01 月 21 日

The Ministry of Industry in Ottawa, and Taipei Economic and Cultural Office, Canada hereinafter referred to collectively as "the Parties" and separately as "the Party".

GUIDED by the desire to continue strengthening cooperation in the field of telecommunications and to develop new forms of cooperation in this field between Ottawa and Taipei.

RECOGNIZING the importance of the development of communications and information technologies for promoting trade and technical exchanges, as well as the economic, social, and cultural development of both economies.

RECOGNIZING the importance of cooperation between the parties based on principles of equality, reciprocity and mutual benefit.

Have reached the following understanding:

#### ARTICLE 1

In accordance with the legislation and regulations of each Party, and acting within their respective framework of powers and responsibilities, the Parties cooperate to promote the development of communications and information technologies in Ottawa and Taipei.

#### ARTICLE 2

The Parties have identified the following areas of common interest for cooperation:

- 1.Communications and information technologies policy and regulation;
- 2.Technical standards and certification;
- 3.Frequency coordination, spectrum management and licensing of radio-communications ;
- 4.Multilateral issues;
- 5.Cooperation in the development of communications, information technologies and the application of communications technologies, and technology transfer;
- 6.Other areas in communications and information technologies as mutually agreed upon by the Parties.

#### ARTICLE 3

Cooperation in the field of communications and information tech-

nologies between the Parties may take the following forms:

- 1.The exchange of information and materials on communications and information technology subjects of common interest, and the establishment of channels for exchanges of information as appropriate;
- 2.The Provision of opportunities for each Party to become acquainted with the organizational structure, statutes, regulations, policies, methods and procedures of the other Party;
- 3.The facilitation of exchange of communications and information technology technical personnel, specialists, and delegations;
- 4.The facilitation of joint research projects;
- 5.The joint organization of technical seminars, symposia and meetings;
- 6.The facilitation of arrangements for training and other assistance in communications and information technologies;
- 7.The reciprocal arrangement for the mutual recognition of both Parties' type approval test reports, certification and test procedures, and laboratories;
- 8.Other forms of cooperation adopted by both Parties.

#### ARTICLE 4

Each Party will designate a coordinator from its cooperating agency to be responsible for the cooperation and activities between the two Parties. In this instance the cooperating agency for the Ministry of Transportation and Communications will be the Chunghwa Telecom Co., Ltd., and the cooperating agency for the Canadian Trade Telecommunications Sector of Industry Canada.

#### ARTICLE 5

Representatives of the Parties, cooperating agencies, and other agencies as appropriate, will establish a cooperative committee to review the progress of cooperative activities under this Memorandum and to discuss other issues relating to this Memorandum. The committee will be composed of representatives designated by the Parties and will meet in turn in Ottawa and in Taipei at a mutually agreed time.

#### ARTICLE 6

The Parties will encourage contact between the government agencies, research institutes, corporations and other relevant organizations, and the conclusion of implementing agreements between them which will provide the details of the cooperative activities under this Memorandum.

#### ARTICLE 7

The cooperative activities carried out under this Memorandum will be subject to the availability of funds and human resources of the Parties, and will be mutually accepted. With respect to

reciprocal study groups, specialists, researchers, scientists and technical personnel, each Party will bear the travel, accommodation and other related costs of its own personnel. With respect to other activities, including the undertaking of demonstrations, training, field trials or joint development projects, the sharing of costs involved will be mutually decided on a case-by-case basis.

#### ARTICLE 8

This Memorandum of Understanding may be supplemented with "Implementing Arrangements" on specific activities and matters of cooperation in the field of communications and information technologies.

#### ARTICLE 9

Neither Party will disclose nor distribute any information that is supplied or marked originating Party, except as and to the extent authorized by the originating Party.

#### ARTICLE 10

- (1) This Memorandum of Understanding will come into effect on the date of its signature.
- (2) This Memorandum of Understanding will continue in effect for a period of five years, after which it will be automatically extended for further periods of five years, unless written notice of termination is provided by one Party to the other, in accordance with (3).
- (3) Either Party may terminate this Memorandum of Understanding at any time by providing the other Party with at least ninety (90) days written notice to that effect.
- (4) This Memorandum of Understanding may be amended at any time by the mutual concurrence of the Parties in writing.
- (5) The revision or termination of this Memorandum of Understanding will not affect the terms of those activities which are in progress at the time of the notification of revision or termination of the Memorandum of Understanding.

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

Done at the Ministry of Transportation and Communications in Taipei, this 21st day of January, 1997, in the English language.

For the Ministry of Transportation  
and Communications in Taipei  
[Signed]  
Mr. Chieh-Kwei Hsu

For the Canadian Trade Office  
in Taipei  
[Signed]  
Mr. Hugh Stephens

Executive Vice Minister  
Ministry of Transportation and  
Communications in Taipei

Director  
Canadian Trade Office in Ta  
ipei

For the Ministry of Transportation  
and Communications in Taipei  
[Signed]

Witnessed by The Honourable Minister  
TSAY, Jaw-Yang  
Minister of Transportation and  
Communications in Taipei

註：本備忘錄經中、加（拿大）雙方議訂在台北及渥太華兩地各簽署乙份，台北部分於八十六年元月二十一日簽署，渥京部分於八十七年六月一日簽署。