

法規名稱：MEMORANDUM OF UNDERSTANDING ON MARITIME SYSTEMS AND TECHNOLOGIES COOPERATION BETWEEN THE MINISTRY OF TRANSPORTATION AND COMMUNICATIONS IN TAIPEI AND THE CANADIAN TRADE OFFICE IN TAIPEI (AD.1998.01.19)

簽訂日期：民國 87 年 01 月 19 日

生效日期：民國 87 年 01 月 19 日

The Ministry of Transportation and Communications in Taipei and the Canadian Trade Office in Taipei, hereinafter referred to as "the Parties", agree to enter into a Memorandum of Understanding on maritime systems and technologies co-operation to contribute and develop safe, secure, efficient, clean and well-managed-ports, off shore waters and coastal zones.

The parties have reached the following understanding:

#### Article 1: Purposes

To maintain and enhance bilateral co-operation in maritime matters and to promote sound maritime systems and technologies and advance the realisation of sustainable maritime development, and maritime administrations, the Parties will establish a framework for the development of a work plan through which they may achieve such purposes.

#### Article 2: Go-ordination and Implementation

##### (1) Co-operating Agencies

The Co-operating Agencies for the Parties will be the Department of Aviation and Navigation of the Ministry of Transportation and Communications in Taipei and the Canadian Coast Guard, Fisheries and Oceans Canada in Ottawa. Each Agency will designate a co-ordinator to be responsible for the co-operation and activities between the two Parties.

##### (2) Steering Committee

A Steering Committee will be formed by the representatives of the Parties, Cooperating Agencies and other agencies as appropriate, to develop and oversee a work plan to implement this Memorandum of Understanding. This Steering Committee thus formed will meet regularly, at least once a year, to be led by the Go-operating Agencies.

##### (3) Work Plans

An annual work plan will be developed based on proposals submitted to the Steering Committee. The nature and priority of specific co-operation areas, the types of activities, and the development of annual work plans to be implemented under this Memorandum of Understanding will be determined by the Steering Committee on behalf of the Go-operating Agencies.

##### (4) Involvement of other Organisations

The Parties and their respective Co-operating Agencies will promote, facilitate and encourage, as appropriate, the development of direct contacts between institutions, scientific research and other organisations and private sectors including trade and industry associations.

#### Article 3: Scope

(1) The scope of co-operation for the work plan may include:

- (a) maritime and waterways planning and harbour information management
- (b) marine environmental monitoring planning and emergency response
- (c) search and rescue (SAR) planning and management
- (d) Port State Control
- (e) harbour management systems and technologies
- (f) coastal zone management and security
- (g) oceanographic and hydrographic technologies and systems (ECDIS)/ENC
- (h) global maritime distress and safety systems (GMDSS)
- (i) marine safety systems,
- (j) navigational aids,
- (k) Differential Global Positioning Systems (DGPS),
- (l) VTMS and cargo surveillance, and
- (m) the intelligent manufacturing of ships.

(2) Specific forms of co-operation may include:

- (a) exchange of information;
- (b) visits and training of personnel;
- (c) planning, development and implementation of joint projects and
- (d) promotion of co-operation in trade, industries, science and technologies for achieving a sound maritime environment; and
- (e) other forms of co-operation as mutually agreed upon.

#### Article 4: Costs

Unless otherwise agreed between the Parties, each party participating in co-operative activities and initiatives will be responsible for all costs of its participation at Steering Committee and other joint meetings.

#### Article 5: Liability

In implementing the co-operative activities under this Memorandum of Understanding, each Party will be responsible for its own acts and the results thereof and will not be responsible for the acts of the other Party and the results thereof.

#### Article 6: Intellectual Property Rights

This Memorandum of Understanding does not affect intellectual property rights of the Parties. In proposed co-operative activities, where it is foreseeable that questions related to intellectual property rights might arise, the Parties, in accordance with their national laws, will agree in advance as to the effective protection and allocation of those intellectual property rights.

#### Article 7: General

This Memorandum of Understanding shall come into force on the date of signature by both Parties and shall remain in effect for a period of five years.

This Memorandum of Understanding may be extended or amended with the written consent of both Parties.

This Memorandum of Understanding may be terminated by either Party at any time, upon six months written notice being given to the other Party. The termination of this Memorandum of Understanding shall not affect the validity or duration of activities agreed upon hereunder and initiated prior to such termination, unless the Parties otherwise agree.

In Witness whereof, the undersigned, duly authorised by their respective authorities, have signed this Memorandum of Understanding in duplicate in the English language.

Done at (Taipei) this 19 of January, 1998

For the Ministry of Transportation  
and Communications in Taipei

[Signed]  
Mr. George S. Y. Chen  
Executive Vice Minister  
Ministry of Transportation and  
Communications in Taipei

[Signed]  
Mr. Chin-yen Pang  
Representative  
Taipei Economic and Cultural  
Office, Canada

For the Canadian Trade Office  
in Taipei

[Signed]  
Mr. Stewart Beck  
Acting Director  
Canadian Trade Office in Taipei

[Signed]  
Mr. Wayne G. Wouterf  
Deputy Minister  
Fisheries and Oceans Canada