

法規名稱：MEMORANDUM OF UNDERSTANDING BETWEEN THE CANADIAN TRADE OFFICE IN TAIPEI AND THE TAIPEI ECONOMIC AND CULTURAL OFFICE IN CANADA ON COOPERATION ON SCIENTIFIC AND TECHNOLOGICAL PROJECTS RELATED TO TELECOMMUNICATIONS

簽訂日期：民國 90 年 05 月 22 日

生效日期：民國 90 年 05 月 22 日

The Purpose Canadian Trade Office in Taipei (CTOT) and the Taipei Economic and Cultural Office in Canada (TECO), hereinafter referred to as the "Parties" wish to enter into a Memorandum of Understanding for cooperation on scientific and technological objectives related to telecommunications and broadband applications development.

The Parties have agreed to the following understanding.

ARTICLE 1 - Coordination and Implementation

1.1 Cooperating Agencies

The Parties have agreed to designate Cooperating Agencies to carry out projects under this Memorandum of Understanding.

The cooperating Agencies for the Parties will be Communications Research Centre Canada and the National Science Council in Taipei.

Communications Research Centre Canada in Ottawa has demonstrated expertise in communications systems networks, terrestrial and satellite communications, signal processing, radio propagation, network services and interfaces, and communications applications development.

The National Science Council in Taipei is responsible for promoting national science and technology development, providing support to academic research, and developing science - based industrial parks.

1.2 Co - operative Program

The Parties affirm their desire to enter a Co - operative Program consisting of an arrangement of projects under this MOU, which will be specifically defined in project agreements consistent with the intent of this MOU. Projects may take the form of technical information exchange, technical services, technology transfer through licence agreement or collaborative research and development jointly supported by the Parties.

1.3 Principles

The Co - operative Program will be conducted based on the following principles:

- (a) Mutual benefit and interest;
- (b) Timely exchange of information which may affect the actions of the Parties in the Co - operative Program;
- (c) Within the framework of applicable laws and regulations

of the Parties, protection and distribution of intellectual property; and

- (d) Equitable accrual of economic and social benefits to the Parties, commensurate with the contributions made to the Co - operative Program by the Parties.

1.4 Scope

The nature of the Co - operative Program discussions, activities, and tasks may include, but not be limited to, the following activities:

- (a) provision of technical services;
- (b) exchange of scientific personnel;
- (c) technology transfer;
- (d) organization of technical seminars.

ARTICLE 2 - Implementation procedures

The Co - operative Program will be implemented in accordance with the following guidelines.

- (a) Activities will be subject to the policies of the Parties and defined by individual Research Project Plans to be agreed upon by the Parties and appended to this agreement.
- (b) Each Research Project Plan will define the resource requirements, deliverables and critical path of the project.
- (c) Exchange of technical personnel will be governed by the appropriate interchange agreement for foreign visitors, as required by each Party.
- (d) Each party will provide to the other Party sixty days (60) notice of personnel to be exchanged and full presentation of their credentials is required to permit appropriate security clearance to be performed.

ARTICLE 3 - Funding

Unless specified otherwise in writing, each Party will bear all costs of its participation in the activities undertaken through this MOU. Furthermore, each Party will be solely responsible for its actions.

ARTICLE 4 - Research Facilities

The Cooperating Agencies will make every effort to provide appropriate research facilities to the other Cooperating Agency's researchers who are visiting under the terms of this MOU.

ARTICLE 5 - Non - Disclosure

Neither Party will disclose any confidential or proprietary information to a third party. Neither Party will use any confidential or proprietary information except for the purpose of research co - operation pursuant to this MOU. Confidentiality provisions will be clearly defined in the interchange agreement that is signed by each employee prior to his / her commencement of work in the other country.

ARTICLE 6 - Key Personnel

Each Party will designate a contact person to co - ordinate the discussions, activities, and tasks under the Co - operative Pro-

gram, including the scheduling of working meetings, seminars, and conferences as appropriate.

ARTICLE 7 - Other Agreements

This MOU does not prevent the Parties from undertaking other activities or entering into agreements or arrangements between themselves or with third parties.

ARTICLE 8 - Duration

Unless terminated earlier, this MOU is in effect for a five - year period from the date of signature.

ARTICLE 9 - Legal Effect

The Parties acknowledge that this MOU represents their common intentions and commitments to develop a cooperative relationship in the field of communications technology research and development. It is further acknowledged that this MOU is not intended and does not create a legally binding contractual relationship between the Parties.

ARTICLE 10 - Miscellaneous

10.1 Notices

Any notice hereunder will be in writing and will be deemed to be validly given five (5) days after it is sent if delivered by prepaid registered or certified mail. If sent by fax, e-mail, or other means of electronic transmissions, it will be effective only when acknowledged by an official receipt or by a return transmission of the same nature.

Any such notice will be addressed to:

In the case of TECO

Science and Technology Division

Taipei Economic and Cultural Office, Canada

45 O'Connor Street, Suite 1960

Ottawa ON

K1P 1A4

Tel: 613-231-4983 Fax: 613-231-5388

In the case of CTOT

Canadian Trade Office in Taipei

13th Floor

365 Fu Hsing North Road

Taipei, 105

Taiwan

Tel: (02) 2544-3000 Fax: (02) 2544-3595

10.2 Termination

Either party may terminate this MOU at any time upon giving ninety (90) days written notice to the other Party.

10.3 No assignment

No party may assign this MOU in whole or in part, to any other organization, without having first obtained the written consent of the other Party.

10.4 Amendment

This MOU may be modified at any time by written consent of

both Parties.

10.5 No Partnership

Nothing in this MOU is to be interpreted as establishing any partnership, joint venture, or other form of commercial association between the Parties.

10.6 Other Agreements

Notwithstanding the termination of this MOU, all agreements then in effect under the Co - operative Program and not in default, will continue incorporating such terms of this MOU as may be necessary to give effect to such agreements.

Signed in duplicate each version being equally valid.

TAIPEIECONOMIC AND CULTURAL OFFICE,
CANADA

CANADIAN TRADE OFFICE IN
TAIPEI

Thomas Tung- Pi Chen
Reperesentative

David Mulroney
Executive Director

Date 22, May 2001

Date

Witnessed By:

Withnessed By

NATIONAL SCIENCE COUNCIL IN TAIPEI

COMMUNICATIONS RESEARCH
CENTRE CANADA

Maw-Kuen Wu
Vice - Chairman

J.G. Turcotte
President