

法規名稱：(終)TECHNICAL COOPERATION AGREEMENT BETWEEN TELECOMMUNICATION LABORATORIES, DIRECTORATE GENERAL OF TELECOMMUNICATIONS, MINISTRY OF TRANSPORTATION AND COMMUNICATIONS, REPUBLIC OF CHINA AND BELL-NORTHERN RESEARCH LTD., CANADA (AD.1995.06.12)

終止日期：民國 86 年 12 月 31 日

TECHNICAL COOPERATION AGREEMENT

This Technical Cooperation Agreement (hereinafter referred to as "Agreement") , is made by and between TELECOMMUNICATION LABORATORIES (hereinafter referred to as "TL") , a subordinate of the Directorate General of Telecommunications, Ministry of Transportation and Communications, Republic of China (hereinafter referred to as "DGT"), which principal offices are located at No. 12 Lane 551, Sec. 3, Min-Tsu Rd., Kao Jung Li, Yang Mei Chen, Taoyuan Hsien and BELL-NORTHERN RESEARCH LTD. (hereinafter referred to as "BNR") , which principal offices are located at 3500 Carling Avenue, Nepean, Ontario, Canada, K2H 8E9.

WHEREAS, TL and BNR have complementary interests and intend to enter into an agreement for the mutual benefits of both organizations.

NOW THEREFORE, in consideration of the mutual promises made herein, the Parties (sometimes referred to herein collectively as the "Parties",and individually as a "Party") hereby agree with the following provisions and terms;

ARTICLE 1

TERM

1.1 This Agreement shall take effect on the 1st day of January, 1995 and shall remain in force for a term of three (3) year unless the term is extended or modified by mutual advance written consent of the Parties.

ARTICLE 2

SCOPE OF COOPERATION

2.1 The technical cooperation programs under this Agreement shall be jointly carried out by TL and BNR, subject to their respective legal requirements and restrictions, in the fields

of Systems Engineering and Network Planning including the following related areas of technology:

Networking, Transport Systems, Software Systems, Outside Plants, Cellular Mobile Radio/PCS Radio, Terminals/PABX (Private Automatic Branch Exchange), Information Handling Technology, ATM Switch and Methodology for Management of R&D.

ARTICLE 3

FORMS OF COOPERATION

3.1 The three forms of cooperation to take place under this Agreement are listed as follows:

(1) Information and Publication Exchange

For the mutual and complementary interest of both Parties, TL and BNR shall cooperate in the area of Information and Publication Exchange. During the term of this Agreement, each Party shall every six months provide to other Party, for reference, and at no charge, its published technical information included in any of the fields set out in Article 2.

(2) Personnel Exchange

Each Party shall be entitled to send research engineers to the other Party for studying, visiting or receiving advanced training as scheduled by the Parties by mutual consultation and agreement on the basis of practical needs. The dispatching Party shall pay all of its personnel's salary and related expenses including travel, living and accommodation expenses. In case a Party send its personnel to the other Party to receive advanced training under this Agreement, the hosting Party shall provide office space, computer equipment and laboratory facilities, during the trainee's period of training.

(3) Joint Seminars

With a view to enhancing the cooperative relationship between the two organizations, TL and BNR shall, in turn, hold joint seminars. Such joint seminars shall be scheduled by the Parties by mutual consultation and agreement on the

basis of practical needs. Unless otherwise specified, the dispatching Party shall pay all of its personnel's related expenses, including travel, living and accommodation, while the hosting Party shall pay the miscellaneous expenses (e.g. copying, printing....etc.) actually incurred in hosting the joint seminar.

ARTICLE 4

CONFIDENTIALITY

- 4.1 Any information which may be disclosed during the performance of this Agreement shall remain the property of the disclosing Party.
- 4.2 Proprietary information shall mean confidential technical, business or marketing information of the Parties or their Affiliates which is designated as proprietary at the time of disclosure or that would be understood by the Parties, at the time of disclosure, exercising reasonable business judgment, to be proprietary.
- 4.3 Proprietary information disclosed under this Agreement shall be used solely by the recipient and DGT or BNR Affiliates, as the case may be, for internal purposes and only for the purposes of this Agreement. No such information shall be otherwise used, or be released, transferred or disclosed to a third Party without the advance written consent of the disclosing Party.
- 4.4 The recipient of any proprietary information shall limit disclosure of said information to those of its employees to whom such disclosure is necessary for the purposes of this Agreement. Each Party agrees to protect the proprietary information of the other Party with the same degree of care (but no less than reasonable care) used to protect its own proprietary information.
- 4.5 The obligation of each Party with respect to the other Party's proprietary information shall not apply to the information that:
 - (1) is or becomes part of the public domain through no fault

of the receiving Party;

- (2) is known to the receiving Party prior to the disclosure by the other Party or is subsequently rightfully obtained by the receiving Party from a third Party;
- (3) is independently developed by the receiving Party without any breach of this Agreement as evidenced by written records; or
- (4) is approved for release by the Party originating the information.

4.6 Nothing in this Agreement shall be construed as conferring by implication or otherwise, any license or right under any patent, copyright, business secret, trademark or other proprietary right of either Party, or any estoppel to the above rights or otherwise.

4.7 The obligations of confidentiality set forth in this Agreement hereof shall survive and continue in force ten (10) years after the termination or expiration of this Agreement.

4.8 Any proprietary information disclosed by the other Party, including copies thereof, shall be destroyed or returned to the disclosing Party no later than sixty (60) days after termination of this Agreement.

4.9 Each Party reserves the right to be engaged in similar or related activities with other companies, but no proprietary information received by a Party under this Agreement will be used or made available for such other activities.

4.10 Neither Party shall use in publicity, or otherwise any trade name, trademark, trade device, service mark, symbol or any other identification or any abbreviation, contraction or simulation thereof owned by the other Party for promotion or advertising without the prior written permission of the other Party.

4.11 The Parties make no representations with respect to any information furnished under this Agreement or the use of such information by the other Party. Without limiting the generality of the foregoing, the Parties make no represen-

tations that information furnished under this Agreement or the use of such information by the other Party will not infringe any patent, copyright, trademark or other intellectual property rights of any third Party. Neither Party shall be responsible to the other Party for any claim arising under this Agreement for indirect, incidental or consequential damages.

ARTICLE 5

RESOLUTION OF DISPUTES

- 5.1 The validity, construction and performance of this Agreement shall be governed by the laws of Taiwan, Republic of China. The Parties agree to use their best efforts to settle, through good faith negotiation, any disputes, controversies or differences arising in connection with this Agreement. If, after diligent and persistent efforts, a resolution cannot be reached, the Parties agree that the dispute shall be arbitrated in accordance with the rules of International Chamber of Commerce by three arbitrators appointed in accordance with the same rules. The arbitration location shall be designated by the arbitrators. All proceedings shall be conducted in English language.
- 5.2 The award rendered by the arbitration shall be final and binding upon all Parties, and may be enforced in any court having jurisdiction over the Party sought to be bound. The prevailing Party shall recover its attorney's fees and arbitration expenses from the non-prevailing Party.
- 5.3 Nothing in this article shall be construed as prohibiting any Party hereto from seeking provisional remedies, including , but not limited to, temporary restraining orders and preliminary injunctions from any court of competent jurisdiction , in order to protect its rights pending arbitration.
- 5.4 The Parties hereby irrevocably agree not to claim and irrevocably waives any claim or right (whether or not claimed) , which they have or may hereafter acquire under any law, regulation, treaty or international agreement to immunity for

themselves, or any of their revenues, assets or properties or those of any of their agencies or instrumentalities from the jurisdiction of any court with respect to the enforcement of an arbitrate award rendered pursuant to paragraph 5.2 against the Party or the provisional remedies under paragraph 5.3.

ARTICLE 6

TERMINATION

6.1 In case of breach by either Party of any terms of this Agreement, the other Party shall, by written notice, notify the breaching Party of the event of breach and give the other Party sixty (60) days to correct the breach. If the breaching Party does not correct the breach within the prescribed period, the non-breaching Party can terminate this Agreement by written notice.

ARTICLE 7

FORCE MAJEURE

7.1 Neither Party shall be liable for any loss, damage, delay or failure in performance of any part of this Agreement resulting directly or indirectly from any cause which is beyond its reasonable control, including, but not limited to, acts of God, extraordinary traffic conditions, riots, civil disturbances, wars, states of belligerency or acts of the public enemy, strikes, work stoppages, or the laws regulating, action or non-action of any governmental authority. In the event that performance under this Agreement is prevented for a continuous period of two months or longer by any of the foregoing causes, either Party shall have the right to terminate this Agreement by giving written notice to the other Party.

ARTICLE 8

NON-ASSIGNMENT

8.1 Neither Party may assign or transfer this Agreement or any rights or obligations hereunder, in whole or in part, without obtaining prior written consent of the other Party provi-



ded that BNR may assign the Agreement to Northern Telecom Limited or a subsidiary of Northern Telecom Limited upon written notice to TL.

ARTICLE 9

ENTIRE AGREEMENT

9.1 This Agreement contains the entire understanding of the Parties and any change or modification hereof shall be stated in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in duplicate by its duly authorized representative on the dates below mentioned.

BELL-NORTHERN RESEARCH LTD.

TELECOMMUNICATION
LABORATORIES
DIRECTORATE GENERAL OF
TELECOMMUNICATIONS
MINISTRY OF TRANSPORTATION
AND COMMUNICATIONS

[Signed]

[Signed]

Per:

Per:

Name: I.G. Ebert

Name: Dr. Wang Jin-tuu

Title: Vice-President, Systems
Engineering

Title: Managing Director

Date: June 12, 1995

Date: Apr. 15, 1995

[Signed]

Per:

Name: G.G. Buchan

Title: Assistant Secretary

Date: March 23, 1995