

法規名稱：(終)MEMORANDUM OF UNDERSTANDING OF SCIENTIFIC AND TECHNICAL COOPERATION BETWEEN THE TELECOMMUNICATION LABORATORIES, CHUNGHWA TELECOM CO., LTD, TAIWAN AND THE NATIONAL INSTITUTE OF INFORMATION AND COMMUNICATIONS TECHNOLOGY, JAPAN

簽訂日期：民國 97 年 06 月 30 日

In order to provide a mechanism for scientific and technical cooperation, the Telecommunication Laboratories, Chunghwa Telecom Co., Ltd., Taiwan (hereinafter referred to as CHT TL), and the National Institute of Information and Communications Technology, Japan (hereinafter referred to as NICT), hereby agree to pursue scientific and technical cooperation in accordance with this Memorandum of Understanding (hereinafter referred to as "Memorandum").

Article I. Scope and Objectives

The objective of this Memorandum is to strengthen relations between CHT TL and NICT (hereinafter referred to as "Parties") and to promote the exchange of scientific and technical knowledge and the augmentation of the scientific and technical capabilities of the Parties in the fields of time comparison via satellites, atomic frequency standards, time scale, and dissemination of time and frequency.

Article II. Cooperative Activities

Forms of cooperative activities under this Memorandum may include, but are not limited to, such areas of mutual interest as:

1. Inter-comparison of standards;
2. Implementation of joint research;
3. Exchange of researchers;
4. Exchange of technical information, materials and publications;
5. Participation in seminars, workshops and training courses in each other's laboratory;
6. Other activities as may be agreed upon.

Article III. Source of Funding

Cooperative activities under this Memorandum will be subject to and dependent upon the funds and personnel available to the Parties. The terms of financing will be agreed upon writing by the Parties before the commencement of activities.

Article IV. Intellectual Property

1. Either Party shall be free to use any scientific and technical information created or furnished in the course of cooperative activities under this Memorandum for its own research and development purposes restrictedly inside the Parties, unless the Party that supplies the information warns, in handing it over, that the use of this information is subject to an additional agreement. This information may be communicated to a third party only with the consent of the Party that supplies it.
2. The patents of outcomes developed in the course of cooperative activities and the publications of other applications under this Memorandum shall be subject to prior written agreement between the Parties.
3. The provisions of Article IV of this Memorandum shall survive and continue in full force and effect after abrogation, termination or expiration of this Memorandum.

Article V. Obligations

1. This Memorandum shall not create any binding legal relationship or obligation between the Parties.
2. Both Parties shall endeavor to facilitate all formalities concerning the preparation, negotiation, and implementation of activities within the framework of this Memorandum.
3. Both Parties may appoint project representatives to negotiate specific activities within the areas of cooperation referred to Article I

Article VI. Implementation and Review



1. Any cooperative activity carried out under this Memorandum shall be agreed upon by the Parties in writing and shall be subject to further arrangements in accordance with the laws and procedures of Taiwan and Japan. Both Parties shall appoint a person responsible for the coordination of the activities.
2. Both Parties agree to review regularly the progress of technical cooperation under this Memorandum. Meetings will be convened as required and a venue and a time will be set up as agreed between the Parties.

Article VII. Entry into Force and Termination

This Memorandum shall enter into force after having been signed by both Parties and remain in force for five (5) years, unless terminated earlier by either Party upon ninety (90) days' written notice to the other Party. This Memorandum may be modified or extended by written agreement of the Parties. The termination of this Memorandum shall not affect the validity or duration of projects under this Memorandum that are initiated prior to such termination.

DONE in duplicate in English with each of the copies being equally authenticated by their duly authorized representatives.

Dr. Lung-Sing Liang
President

Telecommunication
Laboratories,
Chunghwa Telecom Co., Ltd,
Taiwan

Date: 30/June/2008

Dr. Hiroshi Miyabe
Vice President

The National Institute of
Information and Communications
Technology,
Japan

Date: 3/June/2008
