

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

簽訂日期：民國 94 年 09 月 15 日

生效日期：民國 94 年 09 月 15 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, offshore 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 realization 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: Co-operation 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 Trade Office in Taipei. Each Party will designate a co-ordinator to be responsible for the co-operation and activities between the two Parties.

##### (2) Co-ordination meetings

The Parties will convene coordination meetings,



as appropriate, to develop and oversee a work plan to implement this Memorandum of Understanding.

(3) Work Plans

An annual work plan will be developed based on the principals set out by this Memorandum of Understanding. The nature and priority of specific co-operation areas, the types of activities, and the development of annual work plans to be implemented will be jointly determined by the Parties through mutual consultation.

(4) Involvement of Other Organizations

The Parties will promote, facilitate and encourage, as appropriate, the development of direct contacts between institutions, scientific research and other organizations 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 emergency response
  - (c) Marine 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) Vessels traffic systems (VTS)
- (m) Automatic identification systems (AIS)
- (n) Maritime information data systems
- (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

The costs for each work plan will be decided upon through consultations by both Parties. However, costs incurred by participation in the co-ordinating meeting will be born by the incurring parties themselves.

#### 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.

This Memorandum of Understanding may be 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 authorized by their respective authorities, have signed this Memorandum of Understanding in duplicate in the English language.

Done at Taipei this 15 of September, 2005

For the Ministry of  
Transportation and  
Communications in Taipei

For the Canadian Trade Office in  
Taipei

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Ms. Chien-Chin Chiang  
Deputy Director  
Department of Aviation and

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Mr. Richard Bale  
Deputy Executive Director  
Trade and Investment

Navigation

Ministry of Transportation      Canadian Trade Office in Taipei  
and Communications in Taipei