

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

終止日期：民國 100 年 05 月 21 日

PURPOSE

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

Therefore TECO and CTOT have come to the following understanding:

PARAGRAPH 1 - COORDINATION AND APPLICATION

1.1 Cooperating Agencies

- (a)CTOT designates the Communications Research Centre Canada (CRC) to carry out this MOU on its behalf. CRC 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.
- (b)TECO designates the National Science Council of Taiwan (NSC) to carry out this MOU on its behalf. NSC is responsible for promoting national science and technology development, providing support to academic research, and developing science-based industrial parks.
- (c)CRC and NSC are hereinafter referred to jointly as the "Participants".

1.2 Co-operative Program

The Participants desire to enter into a Co-operative Program consisting of a variety of projects under this MOU, which

will be specifically defined in project arrangements 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 Participants.

1.3 Principles

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

- (i) Mutual benefit and interest;
- (ii) Timely exchange of information which may affect the actions of the Participants in the Co-operative Program;
- (iii) Within the framework of applicable laws and regulations of the Participants, protection and distribution of intellectual property; and
- (iv) Equitable accrual of economic and social benefits to the Participants, commensurate with the contributions made to the Co-operative Program by the Participants.

1.4 Scope

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

- (i) provision of technical services;
- (ii) exchange of scientific personnel;
- (iii) technology transfer; and
- (iv) organization of technical seminars.

PARAGRAPH 2 - APPLICATION PROCEDURES

The Co-operative Program will be applied in accordance with the following guidelines:

- (i) Projects will be subject to the policies of the Participants and defined by individual Collaborative Research Arrangements to be decided upon by the

Participants and appended to this MOU under the designation of successively numbered Appendices. Those Appendices, which will not form an integral part of this MOU, may be amended by the Participants;

- (ii) Each Collaborative Research Arrangement will define the resource requirements, deliverables and critical path of the project;
- (iii) Exchange of technical personnel will be governed by the appropriate interchange agreement for foreign visitors, as required by each Participant;
- (iv) Each Participant will provide to the other Participant sixty (60) days notice of personnel to be exchanged and full presentation of their credentials will be required to permit appropriate security clearance to be performed.

PARAGRAPH 3 -FUNDING

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

PARAGRAPH 4 - RESEARCH FACILITIES

The Participants will make every effort to provide appropriate research facilities to the other Participant's researchers who are visiting under the provisions of this MOU.

PARAGRAPH 5 - NON-DISCLOSURE

Neither Participant will disclose any confidential or proprietary information to a third participant. Neither Participant 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.

PARAGRAPH 6 - KEY PERSONNEL

Each Participant will designate a contact person to co-ordinate the discussions, activities, and tasks under the Co-operative Program, including the scheduling of working meetings, seminars and conferences as appropriate.

PARAGRAPH 7 - OTHER AGREEMENTS

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

PARAGRAPH 8 - DURATION

Upon signature, this MOU will have retroactive effect from May 22, 2006 and will remain in effect until May 21, 2011, unless terminated earlier.

PARAGRAPH 9 - LEGAL EFFECT

CTOT and TECO acknowledge that this MOU represents their common intentions and commitments to develop a co-operative 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 relationship between CTOT and TECO or the Participants.

PARAGRAPH 10 - MISCELLANEOUS

10.1 Notices

Any notice hereunder will be in writing and will be deemed to be valid 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 in 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 CTOT or TECO may terminate this MOU at any time upon giving ninety (90) days written notice to the other.

10.3 No assignment

Neither CTOT nor TECO may assign this MOU in whole or in part, to any other organization, without having first obtained the written consent of the other.

10.4 Amendment

This MOU may be modified at any time by written consent of both CTOT and TECO.

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 CTOT and TECO or the Participants.

10.6 Other Arrangements

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

Signed in duplicate at on the day of 2007, in the English, French and Chinese languages, each version being equally valid.

For the Taipei Economic and Cultural Office in Canada

Dr. David Ta-Wei Lee
Representative

Witnessed by:
National Science Council of Taiwan

Dr. Tsung-Tsong Wu,
Deputy Minister
Place: Taipei
Date: October 24, 2007

For the Canadian Trade Office in Taipei

Ron MacIntosh
Executive Director

Witnessed by:

Communications Research Centre Canada

Dr. Gerry Chan

Vice President

Place:Ottawa

Date:October 18, 2007