

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

簽訂日期：民國 99 年 12 月 14 日

THE TAIPEI ECONOMIC AND CULTURAL OFFICE IN CANADA (TECO) AND THE CANADIAN TRADE OFFICE IN TAIPEI (CTOT), hereinafter referred to as the “ Participants ” ,

WISHING to cooperate on scientific and technological objectives related to telecommunications and broadband applications development;

CONSIDERING the Communications Research Centre Canada (CRC) has demonstrated expertise in communications systems networks, terrestrial and satellite communications, signal processing, radio propagation, network services and interfaces, and communications applications development;

CONSIDERING that the National Science Council of Taiwan (NSC) is responsible for promoting national science and technology development, providing support to academic research, and developing science-based industrial parks,

HAVE COME to the following understanding:

1. CO-OPERATIVE PROGRAM

- (a) The Participants desire to facilitate the establishment of a Co-operative Program consisting of a variety of projects, which will be specifically defined in project arrangements consistent with the intent of this Memorandum of Understanding (MOU).
- (b) The Participants understand that Projects may take the form of:
 - (i) technical information exchange;

- (ii) technical services;
- (iii) technology transfer through licence agreement;
- (iv) collaborative research and development jointly supported by the Participants.

2. PRINCIPLES

The Participants understand that 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 Co-operative Program;
- (iii) Within the framework of the laws and regulations applicable to the CRC and the NSC, protection and distribution of intellectual property;
- (iv) Equitable accrual of economic and social benefits, commensurate with the contributions made by the CRC and the NSC to the Co-operative Program.

3. SCOPE

The Participants understand that 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.

4. APPLICATION PROCEDURES

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

- (i) Projects will be subject to the policies of the CRC and the NSC and defined by individual Collaborative Research Arrangements to be decided upon by the CRC and the NSC and appended to this MOU. CRC and NSC may amend those Appendices, which will not form an integral part of this

MOU;

- (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 arrangement for foreign visitors, as required by the CRC and the NSC;
- (iv) The CRC and the NSC will provide to the other sixty (60) days notice of personnel to be exchanged and require full presentation of their credentials to permit appropriate security clearance to be performed.

5. FUNDING

The Participants understand that, unless specified otherwise in writing, the CRC and the NSC will bear all costs of their respective participation in the activities carried out under this MOU.

6. RESEARCH FACILITIES

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

7. NON-DISCLOSURE

The Participants understand that neither the CRC or the NSC will disclose confidential or proprietary information to a third party nor will use any confidential or proprietary information except for the purpose of research co-operation pursuant to this MOU. The Participants understand that confidentiality provisions will be clearly defined in the interchange arrangement that is signed by each employee prior to his/her commencement of work in the other jurisdiction.

8. KEY PERSONNEL

The Participants understand that CRC and the NSC will each 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.

9. OTHER ARRANGEMENTS

The Participants understand that this MOU does not prevent the CRC and the NSC from carrying out other activities or entering into arrangements between themselves or with third participants.

10. NOTICES

(a) The Participants designate the following to receive notice under this MOU:

(i) In the case of TECO:

Science and Technology Division Taipei Economic and Cultural Office in Canada

45 O' Connor Street, Suite 1960

Ottawa ON

Canada

K1P 1A4

Tel: 613-231-4983

Fax: 613-231-5388

(ii) In the case of CTOT:

Canadian Trade Office in Taipei

6th Floor

1 Songzhi Road

Xinyi District

Taipei, 11047

Taiwan

Tel: (02) 8723-3000

Fax: (02) 8723-3595

(b) All notices 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.

11. ENTRY INTO EFFECT, AMENDMENTS, TERMINATION

- (a) This MOU will take effect on the date of its signature by the Participants and will remain effective until 21 May 2016. This MOU will replace the memorandum of understanding on the same subject, signed at Ottawa on 18 October 2007 and at Taipei on 24 October 2007.
- (b) The Participants may terminate this MOU by giving a ninety (90) days written notice to the other.
- (c) The Participants may amend this MOU upon their mutual written consent.

SIGNED in duplicate at Ottawa, this 6th day of December 2010 and at Taipei, this 14th day of December 2010, 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

FOR THE CANADIAN
TRADE
OFFICE IN TAIPEI
Mr. Scott Fraser
Executive Director

Witnessed by:
NATIONAL SCIENCE
COUNCIL
OF TAIWAN
Dr. Lou-Chuang Lee
Minister

Witnessed by:
COMMUNICATIONS
RESEARCH
CENTRE CANADA
Dr. Veena Rawat
President