

法規名稱：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 105 年 01 月 21 日

生效日期：民國 105 年 01 月 21 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 that the Ministry of Science and Technology of Taiwan (MOST) is responsible for promoting national science and technology development, supporting academic research, strengthening academic-industry links and innovation, and developing science parks; and

CONSIDERING that the Communications Research Centre Canada (CRC) has demonstrated expertise in wireless communications technologies, systems and networks, including signal processing, radio propagation, radio frequency and antenna technologies, and communications applications development;

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 license agreement;
 - (iv) collaborative research and development jointly supported by the Participants; or (v) exchange of scientific personnel.

2. PRINCIPLES

The Participants understand that the Co-operative Program

will be conducted based on the following principles:

- (a) Mutual benefit and interest;
- (b) Timely exchange of information which may affect the Co-operative Program;
- (c) Protection and distribution of intellectual property within the framework of the laws and regulations applicable to the MOST and the CRC; and
- (d) Equitable accrual of economic and social benefits, commensurate with the contributions made by the MOST and the CRC to the Co-operative Program.

3. APPLICATION PROCEDURES

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

- (a) Projects will be subject to the policies of the MOST and the CRC and defined by individual Collaborative Research Arrangements to be decided upon by the MOST and the CRC and appended to this MOU. The MOST and the CRC may amend those Appendices, which will not form an integral part of this MOU;
- (b) Each Collaborative Research Arrangement will define the resource requirements, deliverables and critical path of the Project;
- (c) Exchange of technical personnel will be governed by the appropriate interchange arrangement for foreign visitors, as required by the MOST and the CRC;
- (d) The MOST and the CRC 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.

4. FUNDING

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

5. RESEARCH FACILITIES

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

6. NON-DISCLOSURE

The Participants understand that neither the MOST nor the CRC will disclose confidential or proprietary information to a third party nor 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.

7. KEY PERSONNEL

The Participants understand that the MOST and the CRC 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. The MOST and the CRC may each modify the designated contact person by signaling its intention in writing to the other.

8. OTHER ARRANGEMENTS

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

9. NOTICES

(a) The Participants designate the following office 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 being sent if delivered by prepaid registered or certified mail. If sent by fax, e-mail, or other means of electronic transmission, notices will be effective only when acknowledged by an official receipt or by a return transmission of the same nature.

(c) A Participant may modify its designated office by signaling its intention in writing to the other Participant.

10. COMING INTO EFFECT, AMENDMENTS, TERMINATION

- (a) This MOU will come into effect on the date of its last signature by the Participants and will remain effective until 21 May 2021. This MOU will replace the Memorandum of Understanding between the Canadian Trade Office in Taipei and the Taipei Economic and Cultural Office in Canada on Cooperation on Scientific and Technological Projects related to Telecommunications, signed at Ottawa on 6 December 2010 and at Taipei on 14 December 2010.
- (b) A Participant may terminate this MOU by giving 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 on this 15 day of January 2016, and at Taipei on this 21 day of January 2016 in the English, French and Chinese languages, each text being equally valid.

FOR THE TAIPEI
ECONOMIC AND
CULTURAL OFFICE IN
CANADA

Rong-Chuan Wu
Representative

Witnessed by:
MINISTRY OF SCIENCE
AND TECHNOLOGY OF
TAIWAN

Dr. Jyuo-Min Shyu
Minister

FOR THE CANADIAN
TRADE OFFICE IN
TAIPEI

Mr. Mario Ste-Marie,
Executive Director

Witnessed by:
COMMUNICATIONS
RESEARCH
CENTRE CANADA

Dr. Jean Luc Berube
President