

法規名稱：MEMORANDUM OF UNDERSTANDING ON COOPERATION BETWEEN THE NATIONAL SCIENCE COUNCIL AND THE INSTITUT NATIONAL DE LA SANTE ET DE LA RECHERCHE MEDICALE

簽訂日期：民國 93 年 02 月 25 日

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The NATIONAL SCIENCE COUNCIL (NSC) 106, section 2, Hoping East Road, Taipei, Taiwan, Represented by its Minister, Professor Wei Che-Ho and the "INSTITUT NATIONAL DE LA SANTE ET DE LA RECHERCHE MEDICALE" (INSERM) 101, rue de Tolbiac, 75013 Paris, France, Represented by its General Director, Professor Christian Brechot, hereinafter together referred to as the "Parties", recognizing that their mutual cooperation will contribute to the development of scientific endeavor, have agreed on the following:

- 1.Cooperation should be initiated in such fields as:
 - Biology and medical sciences research;
 - Public health research;
 - Physiology and pathophysiology;
 - Therapeutics research;
 - Biotechnology;
 - Biomedical engineering research;
 - And all research fields related to the health area;
- 2.Both Parties shall support exchange of scientists and information, participation in seminars and joint research projects.
- 3.Travel (international and domestic) and accommodation expenses for the participants shall be borne by the sending Party.
- 4.Details regarding joint research projects, participation in seminars and exchanges of scientists shall be discussed and decided on an individual basis.
- 5.Both Parties shall evaluate the development of the science cooperation regularly.
- 6.The two Parties shall meet alternately in Taiwan and in France in order to examine the outcomes of the ongoing cooperation and to select the new projects based upon scientific reviews made independently by each Party.
- 7.The intellectual rights in connection with any material, rese-



arch results and/or invention under the MOU as well as the confidential information received by one Party from the other in connection with the MOU shall be dealt with in accordance with Annex I, which shall be part of the MOU .

- 8.The MOU shall continue to be valid until either Party notifies the other in writing of its intention to terminate it. The notification shall be made at least six months in advance. In this case, any existing exchange activity will be brought to an orderly conclusion. Upon termination of the MOU, the Party having previously received any confidential information from the other Party shall upon notice from the other Party return the original of such confidential information and destroy the copies thereof it then holds.
- 9.Any disputes in connection with or arising out of the MOU shall be settled by amicable negotiation.
- 10.This MOU, done in duplicate in the English language, shall enter into effect on the date of signature.

For NSC

For INSERM

Minister

General Director

Date

Date

Annex I - Intellectual Property

Article I - Publications and confidential information

The publications by either Party or the Parties of the results of the collaborative researches under the MOU, which are to be realized during the progress of works and at their conclusion, shall bear a mention to the contribution that such results were obtained under the MOU.

Each Party will maintain in strict confidence any and all information designated as confidential and received from the other Party provided that the confidentiality herein shall not apply to the following information which:

- 1.is generally known or publicly available from other sources;
- 2.the owner has previously made the information available without imposing in a timely manner an obligation to keep it confidential;
- 3.is independently generated by one Party without the use of information of the other Party; or
- 4.is required to be disclosed by law or court order.

Article II - Allocation of rights

Each Party will retain ownership of the material, information and research results developed solely by it. Without prior written consent of the other Party, neither party will disclose, or cause to disclose, to any third party any information and research results deriving from the collaborative efforts of the Parties.

Those material and research results resulting from the collaborative efforts of the Parties under the MOU shall be owned jointly. The Parties will ensure that their respective scientists, involved in a joint project, will inform their respective institution of any material, research results and/or invention which they believe may be of interest to patent and/or transfer to a for-profit entity for commercial purposes.

Without obtaining prior written consent of the other Party, neither Party shall sell, license, let-use or transfer to any third Party, or otherwise dispose of, any right in relation to any material, research results or invention under the MOU, whether the research is still being conducted or not. The Parties agree to confer with one another to define their respective share in any such material, research results or invention and to decide in good faith of the appropriate strategy regarding patent filing and commercialization of such material, research results or invention obtained under the MOU, which shall be finalized and concluded in writing. The Parties agree to act in good faith towards one another in all matters relating to the filing, prosecution and maintenance of joint patents.

The detailed arrangements in connection with the rights of the

Parties to any material, research results, or invention under the MOU, whether patentable or not, shall be defined in a separate agreement on a case-by-case basis.