

**法規名稱：**MEMORANDUM OF UNDERSTANDING FOR COOPERATION IN THE EXCHANGE OF INFORMATION ABOUT INFECTIOUS DISEASES BETWEEN CENTERS FOR DISEASE CONTROL DEPARTMENT OF HEALTH, EXECUTIVE YUAN OF THE REPUBLIC OF CHINA (TAIWAN) AND THE GORGAS MEMORIAL RESEARCH INSTITUTE FOR HEALTH STUDIES OF PANAMA

**簽訂日期：**民國 98 年 05 月 28 日

**生效日期：**民國 98 年 05 月 28 日

The Centers for Disease Control, Department of Health, Executive Yuan of the Republic of China (Taiwan), hereinafter referred to as "Taiwan CDC" and the Gorgas Memorial Research Institute for Health Studies of Panama, hereinafter referred to as "the ICGES", and duly authorized by the Board of Directors by Minutes dated June 20, 2007 and the 53rd resolution of the ICGES dated June 3, 2008; announce a mutual desire and commitment to enter into this Memorandum of Understanding (MOU) of collaboration and cooperation so as to promote the exchange of information related to disease control, safety and biosecurity.

'The parties agree to cooperate on equal and reciprocal terms and establish in the future more detailed cooperation programs.

#### FIRST: Objectives

This MOU is intended to promote cooperation between the parties in the technical and scientific fields of health, focused on strengthening and consolidating the following specific aims:

- A. To ensure an adequate exchange of information on diagnostic techniques for infectious diseases, safety and biosecurity for the benefit of both parties;
- B. To promote the strengths of each party in training, capacity building, and research and development;
- C. To provide a general framework with which the parties can

propose, develop and implement collaborative projects. Each proposed project will be evaluated and considered on its own merits depending on the availability of funding. Each Institution will seek internal and external funds to support the programs and exchanges generated as a result of this MOU.

- D. As specific projects or research programs are developed that require financial commitments or human resources, the parties shall subscribe a specific MOU (or contract) to establish the terms of reference and conditions for them. The MOU's or contracts are to be approved and signed by authorized administrative personnel from each of the participating institutions.

#### SECOND: Program

- A. Information Exchange: Develop programs for the exchange of information through monitoring; diagnostic and laboratory reports; workshops and conferences.
- B. International Research Programs: Promote plans for collaborative research projects related to both countries. The objectives are to strengthen the research capabilities of scientists, develop international platforms for cooperation, and facilitate full participation in international programs for infectious diseases.
- C. Allocations: To facilitate collaboration on biosafety and security, laboratory diagnosis (I.e. dengue virus, influenza virus, etc.), quality control of laboratories and research programs, among specialists in the disciplines of their competence, subject to the laws and regulations in force in each of the two countries and subject to the financial limitations of each side.

THIRD: Financial Responsibilities

- A. Each party must determine the affordability of this MOU.
- B. Each party is responsible for its own expenses incurred from collaboration explained in this program.

FOURTH: Implementation and Partnership

- A. This MOU will be implemented directly between Taiwan CDC and the ICGES. Each party shall designate the competent agencies as contact points for strengthening the exchange of information between the two (2) parties in the fight against the threat of infectious diseases that could constitute a public health emergency of international importance.
- B. An annual bilateral meeting will take place to develop and revise joint research programs.

FIFTH: General Terms

- A. Any research or other activity carried out in collaboration under this MOU will be conducted in accordance with the applicable laws and relevant regulations of each institution. In the case of Taiwan CDC, these will be the laws of the Republic of China (Taiwan). For the ICGES, these will be the laws of the Republic of Panama.
- B. For the purposes of this MOU, intellectual property is defined as inventions, discoveries or improvements, patentable or not, subject or not to copyrights, including but not limited to words or expressions, techniques, software, programming subject or database, or authored work developed under this MOU.

The intellectual property developed exclusively by the faculty or staff of the Taiwan CDC will be wholly owned by the Taiwan CDC.

The intellectual property developed exclusively by the staff of ICGES will be wholly owned by the ICGES.

Intellectual property created jointly by at least one (1) employee of the Taiwan CDC and/or one (1) employee of the ICGES will be jointly owned by the Taiwan CDC and the ICGES. Each of these institutions retains the right to use intellectual property for research purposes.

C. This MOU will become effective when signed by the parties involved and will expire at the end of three (3) years. This MOU will be renewed automatically for the same period of three (3) years unless either party notifies the other in writing of its intention to terminate it. The notification of termination of this MOU by either party must be submitted at least 90 days in advance of termination. This MOU may be amended at any time by a written agreement of the parties. Nothing contained in this MOU should create a financial obligation or a burden for either party.

The parties attest to signing two (2) copies of this MOU in Chinese, Spanish, and English, with each copy considered an original.

Dr. Steven Hsu-Sung Kuo  
Director  
Center for Disease Control

Dr. Nestor R. Sosa  
Director  
Instituto Conmemorativo Gorgas

Department of Health,  
Executive Yuan  
Republic of China (Taiwan)

Date  
May 13, 2009

de Estudios de la Salud de  
Panama

Date  
May 28, 2009