

法規名稱：MEMORANDUM OF UNDERSTANDING BETWEEN TAIPEI ECONOMIC AND CULTURAL CENTER AND INDIA-TAIPEI ASSOCIATION ON AGRICULTURAL COOPERATION

簽訂日期：民國 105 年 09 月 12 日

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Taipei Economic and Cultural Center in India and the India-Taipei Association in Taipei (hereinafter referred to as the “ Parties ” and separately as a “ Party ”);

DESIRING to cooperate particularly in the fields of agriculture, horticulture, animal husbandry, fisheries, aquaculture and food processing industries;

CONVINCED of the need for effective cooperation in the agriculture, horticulture, animal husbandry, fisheries, aquaculture and food processing fields that will enhance economic and social development;

CONSIDERING their common interest to promote and encourage their agricultural, horticulture, animal husbandry, fisheries, aquaculture and food processing progress and to the reciprocal advantages resulting from cooperation in the fields of mutual interest that will enhance economic and social development;

HAVE REACHED the following understanding:

Article I

Development of Cooperation

On the basis of equality and mutual advantage, the Parties will endeavor to promote bilateral cooperation in the fields of planning, production, processing and marketing of agriculture, horticulture, animal husbandry, fisheries, aquaculture and food processing, and also in that of producing materials, genetic resources, as well as environmental sustainability. The Parties shall also encourage cooperation between private sectors in their respective territories in the area of agriculture, horticulture, animal husbandry, fisheries, aquaculture, food processing and related industries.

Article II

Competent Authorities and Applicable Law

1. The competent authorities for the implementation of this Memorandum of Understanding will be the Council of Agriculture, represented by the Taipei Economic and Cultural Center in India and the Ministry of Agriculture, represented

- by the India-Taipei Association in Taipei.
2. The implementation of this Memorandum of Understanding will take place in accordance with the domestic law applicable to the Parties and the availability of appropriated funds.

Article III

Encouragement and Promotion of Direct Cooperation

1. The Parties intend to encourage and promote direct cooperation between scientific and technological institutes, enterprises and other entities.
2. The Parties may, if necessary, conclude appropriate implementing instruments within the framework of this Memorandum of Understanding in accordance with the applicable domestic law.
3. The Parties intend to mutually determine the subject matter of joint cooperation, the financial terms and conditions and the utilization of the output of cooperative activities, as well as other relevant issues.

Article IV

Nature of Cooperation

The Parties intend to cooperate with regard to the following:

1. Exchanges of visits, information, technology and training to facilitate cooperation on matters of mutual concerns;
2. Review and discussion of issues of mutual interest, and of any relevant bilateral problems requiring resolution;
3. Encouragement of technical cooperation, promotion of research and training activities, and exchange and transfer of technology on commercial terms;
4. Facilitation of cooperation between industry representatives to foster closer commercial linkages and interrelations in agricultural and agribusiness; and
5. Expansion of agricultural trade and reduction of trade barriers.

Article V

Joint Working Committee for Cooperation in Agriculture, Husbandry and Fisheries

For purposes of the execution of this Memorandum of Understanding the Parties will consider to set up a Joint Working Committee for cooperation in agriculture, horticulture, animal husbandry, fisheries, aquaculture and food processing industries

(hereinafter referred to as the “ Committee ”)to perform the following functions:

1. Consider the policy aspects relevant to the implementation of this Memorandum of Understanding;
2. Identify priority areas of mutual interest, taking into account both academic and financial feasibility;
3. Set up permanent or ad hoc expert groups for individual areas of scientific and technological cooperation and to engage experts to assist in its own work if necessary;
4. Follow-up the progress of the implementation of this Memorandum of Understanding; and
5. Propose specific measures to enhance the range and quality of cooperation under this Memorandum of Understanding.

The Committee may discuss and review this Memorandum of Understanding-related activities and this Memorandum of Understanding itself. The meeting will be held alternately in the territory represented by the Parties once in every two years.

The sending Party shall bear the cost of international air travel and the receiving Party shall provide local hospitality for such persons deputed under the Work Plan pursuant to this Memorandum of Understanding. Activities pursuant to this Memorandum of Understanding are subject to the availability of the resources and subject to the laws and regulations of the Parties.

Article VI

Intellectual Property Rights

Should activities under this Memorandum of Understanding give rise to intellectual property rights, the Parties will, prior to carrying out any such activities, enter into separate arrangements that will specifically provide for the ownership and management of such rights.

Any result of activities which are performed under this Memorandum of Understanding shall be subject to the laws and regulations concerning the protection of intellectual property rights in the respective territories of the Parties.

Article VII

Consultations

The Parties may consult on any matter arising from the interpretation or application of this Memorandum of Understanding, and any differences of interpretation or application thereof are to be settled in an amicable way.

Article VIII

Entry into Effect, Amendment and Termination

1. This Memorandum of Understanding shall enter into force on the date of its signing and shall remain valid for a period of 5 (five) years. Thereafter, it shall automatically be renewed for a subsequent period of 5 (five) years at a time, unless either Party notifies the other in writing six months before the expiration of the validity period, of its intention to terminate it.
2. Termination of this Memorandum of Understanding will not affect the completion of any existing activities, projects or other cooperation already agreed by the Parties under this Memorandum of Understanding.
3. Any amendment to this Memorandum of Understanding may be made at any time by mutual agreement of the parties by exchange of written notes. Amendments will take effect from the date of the latest signature on the exchange of notes.

Article IX

Supplementary Provision

This Memorandum of Understanding shall, in no way, affect the commitments of the existing bilateral agreements between the Parties.

In witness whereof the undersigned, being duly authorized thereto, have signed this Memorandum of Understanding.

Signed at Taipei on 19, Sept. 2016 in two originals in the English language.

FOR TAIPEI ECONOMIC AND
CULTURAL CENTER IN INDIA

Chung-Kwang Tien
Representative

FOR INDIA-TAIPEI ASSOCIATION
IN TAIPEI

Sridharan Madhusudhanan
Director General