

法規名稱：MEMORANDUM OF UNDERSTANDING ON VOCATIONAL EDUCATION AND TRAINING COOPERATION BETWEEN THE BUREAU OF EMPLOYMENT AND VOCATIONAL TRAINING OF THE COUNCIL OF LABOR AFFAIRS, EXECUTIVE YUAN OF TAIWAN AND THE AUSTRALIAN COMMERCE AND INDUSTRY OFFICE, TAIPEI

簽訂日期：民國 100 年 12 月 13 日

生效日期：民國 100 年 12 月 13 日

The Bureau of Employment and Vocational Training of the Council of Labor Affairs, Executive Yuan of Taiwan, and the Australian Commerce and Industry Office, Taipei, hereinafter referred to as “ the Parties ” , enter into this Memorandum of Understanding on Vocational Education and Training Cooperation, in order to contribute positively to the strengthening of training and development-related linkages between Taiwan and Australia.

The Parties have reached the following understanding:

Paragraph 1: Purposes

The purposes of this Memorandum of Understanding are to maintain and enhance bilateral cooperation in vocational education and training matters between Taiwan and Australia, to promote mutual understanding of such matters and promote the pursuit of common benefits and collaborative development in the vocational education and training sector.

Paragraph 2: Activities

The Parties will encourage, through this Memorandum of Understanding, the following activities:

- (i) the promotion of internship and training exchanges between relevant organisations and education institutions in Taiwan and Australia;
- (ii) the provision of assistance, information and services to individuals to seek training opportunities and internships;
- (iii) the facilitation of partnerships between appropriate organisations in Taiwan and Australia regarding seminars, workshops and conferences in education and training;
- (iv) the organisation of reciprocal visits by relevant professional experts and senior administrative personnel; and
- (v) the promotion, facilitation and encouragement, as appropriate, of the development of direct contacts between institutions, and other organisations and private sectors including relevant industry or stakeholder associations.

Paragraph 3: Coordination and Implementation

Responsibility for coordinating activities and communication concerning this Memorandum of Understanding will fall to the

Director General, the Bureau of Employment and Vocational Training of the Council of Labor Affairs, Executive Yuan of Taiwan and to the Director, Australian Education International, Australian Commerce and Industry Office, Taipei.

Officials from the coordinating agencies will contact each other and meet as necessary to discuss matters of mutual interest related to the cooperation outlined in this Memorandum of Understanding and to exchange information on their respective programs, policies and practices.

Paragraph 4: Costs

Unless otherwise mutually determined between the Parties, each Party engaging in cooperative activities and initiatives will be responsible for all costs incurred as a result of its engagement.

Paragraph 5: Liability

In taking part in cooperative activities under this Memorandum of Understanding, each Party will be responsible for its own acts and the results thereof and will not be responsible for the acts of the other Party and the results thereof. The Parties should be responsible for implementing safeguards, terms and conditions that are considered necessary by both Parties.

Paragraph 6: Intellectual Property Rights

This Memorandum of Understanding does not affect the intellectual property rights of the Parties. In proposed cooperative activities, where it is foreseeable the questions related to intellectual property rights might arise, the Parties, in accordance with their domestic laws, will mutually determine in advance the effective protection and allocation of those intellectual property rights.

In this paragraph “ Intellectual Property ” will have the meaning provided for in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm on 14 July 1967, as amended on 28 September 1979.

Paragraph 7: General

This Memorandum of Understanding will take effect on the date of signature by both Parties and will remain in effect for a period of two years. This Memorandum of Understanding may be extended or amended with the written consent of both Parties.

This Memorandum of Understanding may be terminated by either Party at any time, upon six months written notice being given to the other Party.

The termination of this Memorandum of Understanding will not affect the validity or duration of activities prescribed hereunder and initiated prior to such termination, unless the Parties otherwise mutually determine.

Any dispute arising from the interpretation of any of the paragraphs in this Memorandum of Understanding, or the specific arrangements resulting from the same, will be amicably resolved by the Parties through consultation.

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

Signed in duplicate in the Chinese and English Languages, both texts being equally authentic, in Taipei on the thirteenth day of December 2011.

For the Bureau of
Employment and Vocational
Training of the Council of
Labor Affairs, Executive
Yuan of Taiwan
Mr San-Quei Lin
Director General

For the Australian
Commerce and
Industry Office,
Taipei
Mr Kevin Magee
Representative